

United States Treaties and Other International Agreements



VOLUME 6

IN FIVE PARTS

Part 1

1955

*Compiled, edited, indexed, and published
by authority of law (1 U. S. C. § 112a)
under the direction
of the Secretary of State*

UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON : 1956

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington 25, D.C.

Contents

	Page
List of documents	v
Text	1
Index	i
	iii

List of Documents Contained in Part 1 of This Volume

TIAS		Page
3160	<i>Japan.</i> Settlement of Japanese claims for personal and property damages resulting from nuclear tests in Marshall Islands in 1954. Agreement: Signed Jan. 4, 1955	1
3161	<i>Japan.</i> Mutual defense assistance (transfer of military equipment and materials to Japan). Agreement: Signed Jan. 7, 1955	9
3162	<i>Japan.</i> Mutual defense assistance (loan of U.S. naval vessels to Japan). Procès-Verbal: Signed Jan. 18, 1955	13
3163	<i>Korea, Republic of.</i> Mutual defense assistance (loan of U.S. naval vessels to Korea). Agreement: Signed Jan. 29, 1955.	19
3164	<i>Italy.</i> Certificates of airworthiness for imported aircraft. Agreement: Signed Nov. 12, 1954, and Jan. 26, 1955	25
3165	<i>United Kingdom.</i> Double taxation (taxes on income). Protocol: Signed May 25, 1954; proclaimed Jan. 28, 1955	37
3166	<i>Chile.</i> Economic cooperation (informational media guaranty program). Agreement: Signed Jan. 14, 1955	41
3167	<i>Yugoslavia.</i> Surplus agricultural commodities. Agreement: Signed Jan. 5, 1955	45
3168	<i>Soviet Socialist Republics, Union of.</i> Lend lease settlement (return of certain U.S. naval vessels). Agreement: Signed Dec. 22, 1954	51
3169	<i>Peru.</i> Technical cooperation (employment service program). Agreement: Signed Dec. 31, 1954	61
3170	<i>Multilateral.</i> Southeast Asia collective defense treaty and protocol. Signed Sept. 8, 1954; proclaimed Mar. 2, 1955	81
3171	<i>Multilateral.</i> Pacific charter. Dated Sept. 8, 1954	91
3172	<i>Switzerland and the Principality of Liechtenstein.</i> Passport visa fees. Agreement: Dated Oct. 22, 31 and Nov. 4, 13, 1947	93
3173	<i>Greece.</i> Defense (offshore procurement program). Agreement: Dated Oct. 14 and Nov. 12, 1954	99
3174	<i>Netherlands.</i> North Atlantic treaty (stationing of U.S. armed forces in the Netherlands). Agreement: Signed Aug. 13, 1954.	103
3175	<i>Japan.</i> Double taxation (taxes on estates, inheritances, and gifts). Convention: Signed Apr. 16, 1954; proclaimed Apr. 8, 1955	113

TIAS	Page
3176 <i>Japan.</i> Double taxation (taxes on income). Convention: Signed Apr. 16, 1954; proclaimed Apr. 8, 1955	149
3177 <i>Multilateral.</i> International sugar agreement. Treaty: Dated Oct. 1, 1953; proclaimed Apr. 4, 1955	203
3178 <i>China, Republic of.</i> Mutual defense treaty. Signed Dec. 2, 1954; proclaimed Apr. 1, 1955. And exchange of notes: Signed Dec. 10, 1954	433
3179 <i>Turkey.</i> Exchange of commodities and sale of grain. Agreement: Signed Nov. 15, 1954	455
3180 <i>Panama.</i> Colón Corridor and certain other corridors through the Canal Zone. Convention: Signed May 24, 1950; proclaimed Apr. 18, 1955	461
3181 <i>Panama.</i> Highway convention. Signed Sept. 14, 1950; proclaimed Apr. 18, 1955	480
3182 <i>Belgium.</i> Mutual defense assistance (disposal of redistributable and excess property). Agreement: Signed Nov. 17, 1953	495
3183 <i>Pakistan.</i> Mutual security (defense support assistance). Agreement: Signed Jan. 11, 1955	501
3184 <i>Pakistan.</i> Surplus agricultural commodities. Agreement: Signed Jan. 18, 1955	507
3185 <i>Pakistan.</i> Technical cooperation. Agreement: Signed Jan. 18, 1955	511
3186 <i>Multilateral.</i> North Atlantic ocean stations. Agreement: Signed Feb. 25, 1954	515
3187 <i>Philippines.</i> Economic cooperation (informational media guaranty program). Agreement: Signed Oct. 14, 1954, and Jan. 19, 1955	549
3188 <i>Pakistan.</i> Emergency relief assistance to Pakistan (agricultural commodities). Agreement: Signed Jan. 18, 1955	557
3189 <i>Israel.</i> Economic assistance to Israel. Agreement: Signed Jan. 31, 1955	561
3190 <i>Peru.</i> Surplus agricultural commodities. Agreement: Signed Feb. 7, 1955	563
3191 <i>Ireland.</i> Mutual security (disposition of balance in counterpart special account). Agreement: Signed June 17, 1954	571
3192 <i>Bolivia.</i> Air Force mission to Bolivia. Agreement: Signed Dec. 3 and 22, 1954. And Agreement: Dated Oct. 20, 1949, and Jan. 20 and Mar. 30, 1950	575
3193. <i>Yugoslavia.</i> Economic aid to Yugoslavia. Agreement: Signed Feb. 7 and 9, 1955	583
3194 <i>Italy.</i> Mutual security (defense support aid). Agreement: Signed Feb. 11, 1955	587
3195 <i>Italy.</i> Mutual security (use of counterpart funds in Trieste). Agreement: Signed Feb. 11, 1955	593
3196 <i>Costa Rica.</i> Technical cooperation (amendment of agricultural research program). Agreement: Signed Oct. 19 and 26, 1954	599
3197 <i>Intergovernmental Committee for European Migration.</i> Constitution. Adopted Oct. 19, 1953	603
3198 <i>Multilateral.</i> Whaling (amendments to the Schedule to the International Whaling Convention signed at Washington on December 2, 1946). Adopted July 19-23, 1954	645

TIAS	Page
3199 <i>Germany, Federal Republic of.</i> Sale of feed grain and purchase of building materials for United States defense purposes. Agreement: Signed Feb. 18, 1955	655
3200 <i>South Africa, Union of.</i> Certificates of airworthiness for imported aircraft. Arrangement: Signed Oct. 29, 1954, and Feb. 22, 1955.	657
3201 <i>Costa Rica.</i> Guaranty of private investments. Agreement: Signed Feb. 23 and 25, 1955. With related note: Dated Feb. 26, 1955	665
3202 <i>Guatemala.</i> Guaranty of private investments. Agreement: Signed Mar. 23, 1955	673
3203 <i>Peru.</i> Guaranty of private investments. Agreement: Signed Mar. 14 and 16, 1955	678
3204 <i>Turkey.</i> Exchange of commodities and sale of grain. Agreement: Signed Apr. 28, 1955	683
3205 <i>Turkey.</i> Exchange of commodities and sale of grain. Understanding: Signed Apr. 28, 1955	688
3206 <i>Egypt.</i> Economic cooperation (informational media guaranty program). Agreement: Signed Mar. 3 and 7, 1955	691
3207 <i>Iran.</i> U.S. military mission with the Imperial Iranian Gendarmerie. Agreement: Signed Mar. 15 and 19, 1955	694
3208 <i>Peru.</i> Cooperative agricultural program. Agreement: Signed Feb. 23 and Mar. 9, 1955	697
3209 <i>Iraq.</i> Technical cooperation (community welfare program). Agreement: Signed Mar. 2, 1955	701
3210 <i>Chile.</i> Relief supplies and equipment (duty-free entry and exemption from internal taxation). Agreement: Signed Apr. 5, 1955	717
3211 <i>El Salvador.</i> Technical cooperation (agricultural development program). Agreement: Signed Mar. 21, 1955	723
3212 <i>Bolivia.</i> Agriculture (cooperative program). Agreement: Signed Feb. 25 and Mar. 3, 1955	741
3213 <i>Bolivia.</i> Education (cooperative program). Agreement: Signed Feb. 25 and Mar. 3, 1955	744
3214 <i>Bolivia.</i> Health and sanitation (cooperative program). Agreement: Signed Feb. 25 and Mar. 3, 1955	747
3215 <i>China, Republic of.</i> Defense (loan of vessels and small craft to China). Agreement: Signed Mar. 22 and 31, 1955	750
3216 <i>Haiti.</i> Technical cooperation (program of rural education). Agreement: Signed Jan. 28 and Feb. 3, 1955.	755
3217 <i>Haiti.</i> Food production (cooperative program). Agreement: Signed Jan. 28 and Feb. 3, 1955	759
3218 <i>Canada.</i> Establishment in Canada of warning and control system against air attack. Agreement: Signed May 5, 1955	763
3219 <i>Ecuador.</i> Air Force mission to Ecuador. Agreement: Signed May 10 and 23, 1955	773

TIAS		Page
3220	<i>Ecuador.</i> Naval mission to Ecuador. Agreement: Dated Aug. 30 and Dec. 6, 1954	777
3221	<i>Ecuador.</i> Army mission to Ecuador. Agreement: Signed May 10 and 26, 1955	781
3222	<i>Cuba.</i> Naval mission to Cuba. Agreement: Signed May 3 and 17, 1955	784
3223	<i>Belgium.</i> Mutual defense assistance (deposit of Belgian and Luxembourg funds). Agreement: Signed Apr. 4 and 25, 1955	787
3224	<i>Haiti.</i> Health and sanitation (cooperative program). Agreement: Signed Jan. 28 and Feb. 3, 1955	791
3225	<i>Honduras.</i> Relief supplies and equipment. Agreement: Signed Mar. 21, 1955	795
3226	<i>Norway.</i> Interchange of patent rights and technical information for defense purposes. Agreement: Signed Apr. 6, 1955	799
3227	<i>Peru.</i> Financial arrangements for furnishing certain supplies and services to naval vessels. Agreement: Signed Jan. 7, 1955	806
3228	<i>Israel.</i> Surplus agricultural commodities. Agreement: Signed Apr. 29, 1955	813
3229	<i>India.</i> Parcel post. Agreement: Signed July 29 and Sept. 17, 1954	819
3230	<i>Ecuador.</i> Guaranty of private investments. Agreement: Signed Mar. 28 and 29, 1955	843
3231	<i>Philippines.</i> Mutual security (military and economic assistance). Agreement: Signed Apr. 27, 1955	847
3232	<i>Haiti.</i> Emergency relief assistance. Agreement: Signed Mar. 22 and Apr. 1, 1955	855
3233	<i>Multilateral.</i> German external debts. Administative agreement: Signed Dec. 1, 1954	865
3234	<i>Chile.</i> Surplus agricultural commodities. Agreement: Signed Jan. 27, 1955	893
3235	<i>Chile.</i> Financing certain educational exchange programs (establishment of the Commission for Educational Interchange). Agreement: Signed Mar. 31, 1955	905
3236	<i>Netherlands.</i> Establishment and operation of SHAPE Air Defense Technical Center. Agreement: Signed Dec. 14, 1954. And note: Dated Jan. 15, 1955	915
3237	<i>Brazil.</i> Health and sanitation (cooperative program). Agreement: Signed Jan. 7 and Feb. 8, 1955	955
3238	<i>Mexico.</i> Technical cooperation (industrial productivity program). Agreement: Dated Mar. 9, 1955	959
3239	<i>Belgium.</i> American dead in World War II. Agreement: Signed Dec. 28, 1954, and Jan. 7, 1955	992
3240	<i>Cambodia.</i> Military assistance. Agreement: Signed May 16, 1955	995
3241	<i>Japan.</i> Productivity program in Japan. Agreement: Signed Apr. 7, 1955	1007
3242	<i>Mexico.</i> Mexican agricultural workers (recommendations by Joint Migratory Labor Commission). Agreement: Dated Apr. 14, 1955	1017

TIAS	Page
3243 <i>Turkey</i> . Defense (facilities assistance program). Agreement: Dated Apr. 25, 1955	1031
3244 <i>Peru</i> . Technical cooperation (cooperative program of irrigation, transportation and industry). Agreement: Signed Apr. 30, 1955	1037
3245 <i>Germany, Federal Republic of</i> . Surplus property (settlement of obligation of the Federal Republic of Germany). Agreement: Dated Mar. 11 and Apr. 14, 1955	1065
3246 <i>Spain</i> . Surplus agricultural commodities. Agreement: Signed Apr. 20, 1955.	1073
3247 <i>Argentina</i> . Surplus agricultural commodities. Agreement: Signed Apr. 25, 1955	1085
3248 <i>Finland</i> . Surplus agricultural commodities. Agreement: Signed May 6, 1955	1103
3249 <i>Italy</i> . Surplus agricultural commodities. Agreement: Signed May 23, 1955 .	1109
3250 <i>Japan</i> . Surplus agricultural commodities. Interim agreement: Signed May 31, 1955	1127
3251 <i>Korea, Republic of</i> . Surplus agricultural commodities. Agreement: Signed May 31, 1955	1134
3252 <i>Yugoslavia</i> . Surplus agricultural commodities (purchase of additional wheat). Agreement: Signed May 12, 1955	1139
3253 <i>Yugoslavia</i> . Surplus agricultural commodities (purchase of additional wheat). Agreement: Signed May 12, 1955	1141
3254 <i>Yugoslavia</i> . Economic aid to Yugoslavia (special project expenditures). Agreement: Signed May 12, 1955	1144
3255 <i>Yugoslavia</i> . Economic aid to Yugoslavia. Agreement: Signed May 12, 1955 .	1147
3256 <i>Greece</i> . Defense (facilities assistance program). Agreement: Signed May 27, 1955	1151
3257 <i>Spain</i> . Mutual defense assistance (extension of facilities assistance program). Agreement: Signed May 25, 1955	1155
3258 <i>Netherlands</i> . Mutual defense assistance (special facilities assistance program). Agreement: Signed Apr. 29, 1955	1159
3259 <i>United Kingdom</i> . Mutual defense assistance (extension of facilities assistance program). Agreement: Signed June 27, 1955	1167
3260 <i>Thailand</i> . Surplus agricultural commodities. Agreement: Signed June 21, 1955	1169
3261 <i>Israel</i> . Surplus agricultural commodities. Agreement: Signed June 15, 1955 .	1173
3262 <i>Colombia</i> . Surplus agricultural commodities. Agreement: Signed June 23, 1955	1177
3263 <i>Dominican Republic</i> . Mutual defense assistance (disposition of surplus equipment and materials). Agreement: Dated Mar. 23 and Apr. 22, 1955 . . .	1185
3264 <i>Korea, Republic of</i> . Relief supplies and equipment (duty-free entry and exemption from internal taxation). Agreement: Signed Apr. 22 and May 2, 1955.	1189
3265 <i>Italy</i> . Surplus agricultural commodities (child feeding program). Agreement: Signed June 30, 1955	1195

JAPAN

PERSONAL AND PROPERTY DAMAGE CLAIMS

*Agreement effected by exchange of notes
Signed at Tokyo January 4, 1955;
Entered into force January 4, 1955.*

TIAS 3160
Jan. 4, 1955

The American Ambassador to the Japanese Minister of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Tokyo, January 4, 1955.

No. 1172

EXCELLENCY:

I have the honor to refer to our recent conversations regarding compensation for Japanese nationals who sustained personal and property damage as a result of nuclear tests in the Marshall Islands.

Damage resulting from nuclear tests in Marshall Islands.

Your Excellency knows of the deep concern and sincere regret the Government and people of the United States of America have manifested over the injuries suffered by Japanese fishermen in the course of these tests, and of the earnest hopes held in the United States for the welfare and well-being of these injured fishermen. The Government of the United States of America has made clear that it is prepared to make monetary compensation as an additional expression of its concern and regret over the injuries sustained.

I now desire to inform Your Excellency that the Government of the United States of America hereby tenders, *ex gratia*, to the Government of Japan, without reference to the question of legal liability, the sum of two million dollars for purposes of compensation for the injuries or damages sustained as a result of nuclear tests in the Marshall Islands in 1954.

Settlement of claims.

The Government of the United States of America understands that the tendered sum will be distributed in such an equitable manner as may be determined in the sole discretion of the Government of Japan, and also wishes to observe that this sum includes provision for a solatium on behalf of each of the Japanese fishermen

involved and for the claims advanced by the Government of Japan for their medical and hospitalization expenses.

It is the understanding of the Government of the United States of America that the Government of Japan, in accepting the tendered sum of two million dollars, does so in full settlement of any and all claims against the United States of America or its agents, nationals, or juridical entities, on the part of Japan and its nationals and juridical entities for any and all injuries, losses, or damages arising out of the said nuclear tests.

I should appreciate if Your Excellency would inform me whether the sum tendered herein is acceptable to your Government and whether the above understanding of my Government is also the understanding of your Government. In the event such sum is acceptable, I have the honor to propose that this note and Your Excellency's reply accepting the tendered sum shall be considered a confirmation of these mutual understandings of our Governments.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

JOHN M. ALLISON

His Excellency,

MAMORU SHIGEMITSU,
Minister of Foreign Affairs,
Tokyo.

意を表します。

昭和三十年一月四日

外務大臣

アメリカ合衆国特命全権大使

ジョン・エム・アリソン

閣下

重光



外
務
省

ます。

閣下が、貴国政府が前記の金額を受諾されるかどうか及び前記の本国政府の了解が貴国政府の了解でもあるかどうかを本使に通報されれば幸であります。前記の金額が受諾される場合には、本使は、この書簡及びその金額を受諾する閣下の回答を、両国政府のこれらの相互の了解を確認するものとみなすことを提案する光榮を有します。

本大臣は、提供された前記の金額を日本国政府が受諾すること及びその受領をここに確認することを閣下に通報する光榮を有します。本大臣は、さらに、貴国政府の前記の了解が日本国政府の了解でもあること及び閣下の書簡及び前記の金額を受諾するこの回答を、両国政府のこれら相互の了解を確認するものとみなすことを閣下に通報する光榮を有します。

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つて敬

外務省

本使は、アメリカ合衆国政府が、マーシャル群島における千九百五十四年の原子核実験の結果生じた傷害又は損害に対する補償のため、二百万ドルの金額を、法律上の責任の問題と関係なく、慰謝料として、日本国政府に對しここに提供することを閣下に通報します。

アメリカ合衆国政府は、前記の金額が日本国政府のみの判断により決定される衡平な方法によつて配分されるものと了解するとともに、前記の金額が日本国漁夫の各人の慰謝金並びにその医療及び入院の費用として日本国政府が提出した請求に対する分をも含むものであるとみなします。

アメリカ合衆国政府は、日本国政府が、前記の二百万ドルの金額を受諾するときは、日本国並びにその国民及び法人が前記の原子核実験から生じた身体又は財産上のすべての傷害、損失又は損害についてアメリカ合衆国又はその機関、國民若しくは法人に對して有するすべての請求に對する完全な解決として、受諾するものと了解し

The Japanese Minister of Foreign Affairs to the American Ambassador

五
五
第一号

書簡をもつて啓上いたします。本大臣は、マーシャル群島における原子核実験から生じた日本国との請求に対する補償に関する本日付の閣下の次の書簡に言及する光栄を有します。

本使は、マーシャル群島における原子核実験の結果身体および財産上の損害を蒙つた日本国国民に対する補償に関する閣下との最近の会談に言及する光栄を有します。

これらの実験の際に日本国の漁夫が蒙つた傷害に対し、アメリカ合衆国政府および国民が表明した深い関心及び心からの遺憾の意並びにこれらの傷害を受けた漁夫の幸福と福祉に対するアメリカ合衆国の深甚な願望は、閣下の御承知のところであります。アメリカ合衆国政府は、その傷害に対する同政府の関心及び遺憾の意の附加的表現として、金銭による補償を行う用意があることを明らかにしました。

外務省

Translation

TOKYO, January 4, 1955

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note of this date, regarding compensation for Japanese claims arising out of nuclear tests in the Marshall Islands, which reads as follows:

[For the English language text of the note, see *ante*, p. 1.]

I have the honor to inform Your Excellency that the sum tendered is acceptable to the Government of Japan and receipt thereof is hereby acknowledged. I have further the honor to inform Your Excellency that the above understanding of your Government is also the understanding of my Government and that Your Excellency's note and this reply accepting the tendered sum shall be considered a confirmation of these mutual understandings of our Governments.

I avail myself of this opportunity to renew to Your Excellency, Mr. Ambassador, the assurance of my highest consideration.

MAMORU SHIGEMITSU
Minister of Foreign Affairs

His Excellency,

JOHN M. ALLISON,

*Ambassador Extraordinary and Plenipotentiary,
of the United States of America to Japan.*

TIAS 3160

JAPAN

MUTUAL DEFENSE ASSISTANCE

Transfer of Military Equipment and Materials

Agreement effected by exchange of notes

Signed at Tokyo January 7, 1955;

Entered into force January 7, 1955.

TIAS 3161
Jan. 7, 1955

防衛廳長官又はその指名する者を日本國政府の當局に指定します。
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つて
敬意を表します。

昭和三十年一月七日

外務大臣 重光

アメリカ合衆国特命全権大使
ジョン・エム・アリソン 閣下



The Japanese Minister for Foreign Affairs to the American Ambassador

条一第二五号

書簡をもつて啓上いたします。本大臣は、昭和二十九年三月八日に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榮を有します。

同協定第一条¹はその中で、各政府は、他方の政府に対し、援助を供与する政府が承認することがある装備、資材、役務その他の援助を、両署名政府の間で行うべき細目取極に従つて、使用に供するものとすることを定めています。

日本国政府は、前記の規定に従い、日本国の防衛及び安全保障上の必要を満たすために予定された軍用装備及び資材のアメリカ合衆国政府から日本国政府への譲渡を実施するために必要な取極を、両政府の指定する当局の間で、行わせることを提案します。

アメリカ合衆国政府が前記の提案を受諾されるならば、日本国政府は、両政府間に新たな取極が締結されるまでの暫定措置として、

Translation

Article 1, No. 25

JANUARY 7, 1955.

MR. AMBASSADOR,

I have the honor to refer to the Mutual Defense Assistance Agreement between Japan and the United States of America signed on March 8, 1954.

Article I, paragraph 1 of the said agreement provides, *inter alia*, that each Government will make available to the other such equipment, materials, services, or other assistance as the Government furnishing such assistance may authorize, in accordance with such detailed arrangements as may be made between them.

In pursuance of the above-cited provision the Government of Japan proposes that the necessary arrangements for the execution of the transfer from the Government of the United States of America to the Government of Japan of any military equipment and materials, programmed to meet the defense and security requirements of Japan, be made between the designated authorities of the two Governments.

If this proposal is acceptable to the Government of the United States of America, the Government of Japan designates, as a temporary measure pending the conclusion of any further arrangements, the Director-General of the Defense Agency, or his appointees, as such authorities on the part of the Government of Japan.

I avail myself of this opportunity to renew to Your Excellency, Mr. Ambassador, the assurance of my highest consideration.

MAMORU SHIGEMITSU
Minister for Foreign Affairs.

[SEAL]

His Excellency,

JOHN M. ALLISON,

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

TIAS 2958.
5 UST 708.

The American Ambassador to the Japanese Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Tokyo, January 7, 1955.

No. 1191

EXCELLENCY:

I have the honor to refer to Your Excellency's note of January 7, 1955, on the transfer of equipment and materials under the Mutual Defense Assistance Agreement between the United States of America and Japan signed on March 8, 1954.

I have further the honor to inform Your Excellency that the proposal made in the note under reference is acceptable to the Government of the United States of America and that the Chief, Military Assistance Advisory Group, Japan, or his appointees, are designated as the authorities on the part of the Government of the United States of America for the purpose indicated in the said note.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

JOHN M. ALLISON

His Excellency,

MAMORU SHIGEMITSU,
Minister for Foreign Affairs,
Tokyo

JAPAN

Mutual Defense Assistance: Loan of United States Naval Vessels

*Procès-Verbal relating to the agreement of May 14, 1954;
Signed at Tokyo January 18, 1955.*

TIAS 3162
Jan. 18, 1955

Procès-Verbal

The undersigned, duly authorized by their respective Governments, have agreed this day to annex the additional list attached hereto to the Agreement for the Loan of United States Naval Vessels to Japan signed at Tokyo on May 14, 1954 in accordance <sup>TIAS 2985.
5 UST 1014.</sup> with the provisions of Article I of the Agreement.

In witness whereof they have signed this Procès-Verbal.

Done at Tokyo, in duplicate in the English and Japanese Languages, this 18th day of January, 1955.

For the Government of the
United States of America:

J. GRAHAM PARSONS

For the Government of Japan:

K. OKAZAKI

[SEAL]

[SEAL]

ANNEX A-2

Additional list of vessels to be loaned to the Government of Japan in accordance with the provisions of the Agreement for the Loan of United States Naval Vessels to Japan, dated May 14, 1954, between the Government of the United States of America and the Government of Japan.

<i>Item Number</i>	<i>Category</i>	<i>Type</i>
5	Submarine	1,700-ton type
6	Minesweeper	USS Condor (AMS-5)
7	Minesweeper	USS Firecrest (AMS-10)
8	Minesweeper	USS Heron (AMS-18)
9	Minesweeper	USS Osprey (AMS-28)
10	Minesweeper	USS Pelican (AMS-32)
11	Minesweeper	USS Swallow (AMS-36)
12	Minesweeper	USS Chatterer (AMS-40)

番項 号目						
12	11	10	9	8	7	6
掃海艇	掃海艇	掃海艇	掃海艇	掃海艇	掃海艇	潛艦
USSS	USSS	USSS	USSS	USSS	USSS	千七百トン型
チャラ	スワロ	ベリカ	オスブ	ヘロン	ファイア	コンドル
ー	ー	ー	ー	ー	ー	アクレスト
AAMSS	AAMSS	AAMSS	AAMSS	AAMSS	AAMSS	（A）
40 36 32 28 18 10 5	—	—	—	—	—	—

アメリカ合衆国政府と日本国政府との間の一千九百五十四年五月十四日付の日本国に対する合衆国艦艇の貸与に関する協定の規定に従つて日本国政府に貸与される艦艇の追加の表

附屬書 A-12

アメリカ合衆国政府のために

J. Graham Brown

日本国政府のために

奥村勝藏

調書

下名は、各自の政府により正当な委任を受けて、本書に附屬する追加の表を千九百五十四年五月十四日に東京で署名された日本国に対する合衆国艦艇の貸与に関する協定に添付することに、同協定の第一条の規定に従つて、本日合意した。

以上の証拠として、下名は、この調書に署名した。

千九百五十五年一月十八日に東京で、英語及び日本語により本書二通を作成した。

KOREA

MUTUAL DEFENSE ASSISTANCE

*Agreement effected by exchange of notes
Signed at Seoul January 29, 1955;
Entered into force January 29, 1955.*

TIAS 3163
Jan. 29, 1955

The American Ambassador to the Korean Minister of Foreign Affairs

AMERICAN EMBASSY,
Seoul, January 29, 1955.

No. 101

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments concerning the loan by the Government of the United States to the Government of the Republic of Korea of the vessels identified in the listing annexed to this note. I also confirm the understanding reached as a result of these conversations, as follows:

Loan of U.S. Naval
vessels.
Post, p. 3053.

1. The Government of the Republic of Korea will retain possession of and will use these vessels in accordance with conditions contained in the Mutual Defense Assistance Agreement between our two Governments of January 26, 1950, as supplemented by exchange of notes dated January 4 and January 7, 1952.

TIAS 2019.
1 UST 137.
TIAS 2612.
3 UST, pt. 4,
p. 4619.

2. This loan shall remain in effect for a period of not more than five years after the date of delivery of each of the vessels loaned under this Agreement. Six months before the termination of this period, however, the two Governments will, if requested by the Government of the Republic of Korea, consult as to the advisability and feasibility of extending the loan for an additional period to be mutually agreed upon, but not to exceed five years. The Government of the United States of America may, nevertheless, request the return of any vessel loaned under this Agreement at an earlier date, in which event the Government of the Republic of Korea will promptly redeliver the vessel or vessels in accordance with the provisions of Paragraph 7 below.

3. Each vessel, together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered

to the Government of the Republic of Korea at such a place and time as may be mutually agreed upon, the delivery to be evidenced by a delivery certificate. The Government of the Republic of Korea shall have the use of all outfittings, equipment, appliances, fuel, consumable stores and spares and replacement parts on board the vessels at the time of delivery.

*Title to vessels
and appurtenances.*

4. While the Government of the Republic of Korea may place the vessels under the Republic of Korea flag, the title to the vessels, and to the appurtenances enumerated in Paragraph 3, except fuel, consumable stores, spares and replacement parts, shall remain in the Government of the United States. The Government of the Republic of Korea may, for operational purposes and at its own expense, alter the fittings of the vessels without affecting the title of the United States of America to the vessels. The Government of the Republic of Korea will, before the vessels are returned, restore, at its own expense, any fittings so altered to the specifications to which they corresponded before such alteration, unless otherwise agreed.

Security.

5. The Government of the Republic of Korea shall not, without the consent of the Government of the United States of America, relinquish physical possession of the vessels, equipment, outfitting, appliances or spares and replacement parts on board or disclose any plan, specification, or other information pertaining thereto except to authorized officers, employees or agents of the Government of the Republic of Korea. The Government of the Republic of Korea will take such security measures with respect to the equipment on board the vessels as would guarantee the same degree of security and protection as provided by the United States of America.

Claims.

6. The Government of the Republic of Korea renounces all claims which may arise against the Government of the United States subsequent to the transfer and will hold the Government of the United States harmless from any claim asserted by third parties arising out of the transfer, use or operation of the vessels.

Redelivery.

7. Upon expiration or termination of the loan as provided in Paragraph 2 above, the vessels, unless lost, shall be redelivered at a place and time to be specified by the Government of the United States in substantially the same condition, except for reasonable wear and tear or for damage caused through action by an aggressor force, as they were when transferred to the Government of the Republic of Korea. Any appurtenances of the types enumerated in Paragraph 3 on board the vessels at the time of redelivery shall, if they are not already the property of the United States,

become the property of the United States. Should any one of the vessels be damaged or lost through action by an aggressor force, the Government of the Republic of Korea will be exempt from liability for such damage or loss. Should any one of the vessels sustain damage from any cause, such as in the opinion of the Government of the Republic of Korea renders it a total loss, the Government of the Republic of Korea shall consult with the Government of the United States before declaring it a total loss. If any one of the vessels is lost from causes other than through action by an aggressor force, or if it is not in substantially the same condition at the time of redelivery as it was when originally transferred and if such condition did not result from reasonable wear and tear or damage caused through action by an aggressor force, the Government of the Republic of Korea agrees to pay the Government of the United States fair and reasonable compensation as may be agreed upon.

I propose that, if these understandings meet with the approval of the Government of the Republic of Korea, the present note and your note in reply be considered as constituting an agreement confirming these understandings.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

ELLIS O. BRIGGS

His Excellency

PYUN YUNG-TAI,

*Minister of Foreign Affairs of
the Republic of Korea.*

Annex to Note No. 101 of January 29, 1955, from the Embassy of the United States of America to the Ministry of Foreign Affairs of the Republic of Korea.

Listing of vessels to be loaned to the Republic of Korea under the terms of the attached note:

- 2 Control Escorts (PCEC)
- 3 Landing Ships Tank (LST)
- 4 Landing Ships Medium (LSM)

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

REPUBLIC OF KOREA

MINISTRY OF FOREIGN AFFAIRS

88P1A1

JANUARY 29, 1955.

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of January 29, 1955 reading as follows:

"I have the honor to refer to recent conversations between representatives of our two Governments concerning the loan by the Government of the United States to the Government of the Republic of Korea of the vessels certified in the listing annexed to this note. I also confirm our understanding reached as a result of these conversations, which is as follows:

1. The Government of the Republic of Korea will retain possession of and will use these vessels in accordance with conditions contained in the Mutual Defense Assistance Agreement between our two Governments of January 26, 1950, as supplemented by our exchange of notes dated January 4 and January 7, 1952.

2. This loan shall remain in effect for a period of not more than five years after the date of delivery of each of the vessels loaned under this Agreement. Six months before the termination of this period, however, the two Governments will, if requested by the Government of the Republic of Korea, consult as to the advisability and feasibility of extending the loan for an additional period to be mutually agreed upon, but not to exceed five years. The Government of the United States of America may, nevertheless, request the return of any vessel loaned under the Agreement at an earlier date, in which event the Government of the Republic of Korea will promptly redeliver the vessel or vessels in accordance with the provisions of Paragraph 7 below.

3. Each vessel, together with available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of the Republic of Korea at such place and time as may be mutually agreed upon, the delivery to be evidenced by a delivery certificate. The Government of the Republic of Korea shall have the use of all outfittings, equipment, appliances, fuel, consumable stores, spares and replacement parts that are on board the vessels at the time of delivery.

4. While the Government of the Republic of Korea may place the vessels under the Republic of Korea flag, title to the vessels, and to the appurtenances enumerated in Paragraph 3, except fuel, consumable stores, spares and replacement parts, shall remain in the Government of the United States. The Government of the Republic of Korea may, for operational purposes and at its own expense, alter fittings of the vessels without affecting the title of the United States to the vessels. The Government of the Republic of Korea will, before the vessels are returned, restore, at its own expense, any of the fittings so altered to specifications to which they corresponded before such alteration, unless otherwise agreed.

5. The Government of the Republic of Korea shall not, without the consent of the Government of the United States, relinquish physical possession of the vessels, or of their equipment, outfitting, appliances, spares or replacement parts on board them nor disclose any plan, specification, or other information pertaining to them except to authorized officers, employees or agents of the Government of the Republic of Korea. The Government of the Republic of Korea will take such security measures with respect to equipment on board the vessels as would guarantee the same degree of security and protection as that provided by the United States.

6. The Government of the Republic of Korea renounces all claims which may arise against the Government of the United States subsequent to the transfer and will hold the Government of the United States harmless from any claim asserted by third parties arising out of the transfer, use or operation of the vessels.

7. Upon the expiration or termination of the loan as provided in Paragraph 2 above, the vessels, unless lost, shall be redelivered at a place and time to be specified by the Government of the United States in substantially the same condition, except for reasonable wear and tear or damage caused through action by an aggressor force, as they were when transferred to the Government of the Republic of Korea. Any appurtenances of the types enumerated in Paragraph 3 on board the vessels at the time of redelivery shall, if they are not already the property of the United States, become the property of the United States. Should any one of the vessels be damaged or lost through action by an aggressor force, the Government of the Republic of Korea will be exempt from liability for such damage or loss. Should any one of the vessels sustain damage from any cause, such as in the opinion of the Government of the Republic of Korea renders it a total loss,

TIAS 3163

74944 O - 56 - 3 (Part 1)

OREGON
SUPREME COURT
LIBRARY

the Government of the Republic of Korea shall consult with the Government of the United States before declaring it a total loss. If any one of the vessels is lost from causes other than through action by an aggressor force, or if it is not in substantially the same condition at the time of redelivery as it was when originally transferred and if such condition did not result from reasonable wear and tear or damage caused through action by an aggressor, the Government of the Republic of Korea agrees to pay the Government of the United States such fair and reasonable compensation as may be agreed upon.

I propose that, if these understandings meet with the approval of the Government of the Republic of Korea, the present note and your note in reply be considered as constituting an agreement confirming these understandings."

I have the honor to confirm, on behalf of the Government of the Republic of Korea, the acceptance of the understandings mentioned in Your Excellency's note under reply.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

Y. T. PYUN

[SEAL]

His Excellency

ELLIS O. BRIGGS,

*Ambassador of the United States
of America,
Seoul.*

ITALY

CERTIFICATES OF AIRWORTHINESS FOR IMPORTED AIRCRAFT

Agreement replacing article 9 of the air navigation arrangement of October 13 and 14, 1931. TIAS 3164
Nov. 12, 1954,
and Jan. 26, 1955

Effectuated by exchange of notes

*Signed at Rome November 12, 1954, and January 26, 1955;
Entered into force January 26, 1955.*

The American Ambassador to the Italian Minister of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 2747

EXCELLENCY:

I have the honor to refer to negotiations which have recently taken place between the Government of the United States of America and the Government of Italy for the conclusion of a reciprocal arrangement for the acceptance of certificates of airworthiness for imported aircraft.

It is my understanding that it has been agreed in the course of the negotiations, now terminated, that the arrangement shall be as follows:

ARRANGEMENT BETWEEN THE UNITED STATES OF AMERICA AND ITALY RELATING TO CERTIFICATES OF AIRWORTHI- NESS FOR IMPORTED AIRCRAFT

ARTICLE I

(a) The present arrangement applies to civil aircraft constructed in continental United States of America, including Alaska, and exported to Italy; and to civil aircraft constructed in Italy and exported to continental United States of America, including Alaska.

Civil aircraft.

(b) This arrangement shall extend to civil aircraft of all categories, including those used for public transport and those used for private purposes as well as to components of such aircraft.

ARTICLE II

The same validity shall be conferred by the competent authorities of the United States on certificates of airworthiness for export issued by the Registro Aeronautico Italiano in Italy for aircraft subsequently to be registered in the United States as if they had been issued under the regulations in force on the subject in the United States, provided that such aircraft have been constructed in Italy in accordance with the airworthiness requirements of Italy.

ARTICLE III

The same validity shall be conferred by the competent authorities of Italy on certificates of airworthiness for export issued by the Civil Aeronautics Administration in the United States for aircraft subsequently to be registered in Italy as if they had been issued under the regulations in force on the subject in Italy, provided that such aircraft have been constructed in continental United States or Alaska in accordance with the airworthiness requirements of the United States.

ARTICLE IV

(a) The competent authorities of the United States shall arrange for the effective communication to the competent authorities of Italy of particulars of compulsory modifications prescribed in the United States, for the purpose of enabling the authorities of Italy to require these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

(b) The competent authorities of the United States shall, where necessary, afford the competent authorities of Italy facilities for dealing with noncompulsory modifications which are such as to affect the validity of certificates of airworthiness validated under the terms of this arrangement, or any of the other original conditions of validation. They will similarly give facilities for dealing with cases of major repairs carried out otherwise than by the fitting of spare parts supplied by the original constructors.

ARTICLE V

(a) The competent authorities of Italy shall arrange for the effective communication to the competent authorities of the United States of particulars of compulsory modifications prescribed in Italy, for the purpose of enabling the authorities of the United States to require these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

(b) The competent authorities of Italy shall, where necessary, afford the competent authorities of the United States facilities for dealing with noncompulsory modifications which are such as to affect the validity of certificates of airworthiness validated under the terms of this arrangement, or any of the other original conditions of validation. They will similarly give facilities for dealing with cases of major repairs carried out otherwise than by the fitting of spare parts supplied by the original constructors.

ARTICLE VI

(a) The competent authorities of each country shall have the right to make the validation of certificates of airworthiness for export dependent upon the fulfillment of any special conditions which are for the time being required by them for the issuance of certificates of airworthiness in their own country. Information with regard to these special conditions in respect to either country will from time to time be communicated to the competent authorities of the other country.

(b) The competent authorities of each country shall keep the competent authorities of the other country fully and currently informed of all regulations in force in regard to the airworthiness of civil aircraft and any changes therein that may from time to time be effected.

ARTICLE VII

The question of procedure to be followed in the application of the provisions of the present arrangement shall be the subject of direct correspondence, whenever necessary, between the competent authorities of the United States and Italy.

ARTICLE VIII

(a) The present arrangement shall be subject to termination by either Government upon six (6) months notice given in writing to the other Government.

Termination.

(b) This arrangement shall terminate and replace Article 9 of the arrangement between the United States of America and Italy for the admission of civil aircraft, the issuance of pilots' licenses, and the acceptance of certificates for aircraft and accessories imported as merchandise, effected by an exchange of notes signed at Washington on October 13 and 14, 1931.

EAS 24.
47 Stat. 2668.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Italy, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement

between the two Governments on this subject, the agreement to come into force on the date of your note in reply.

Accept, Excellency, the assurances of my highest consideration.

CLARE BOOTHE LUCE

ROME, ITALY

November 12, 1954

His Excellency

GAETANO MARTINO,

Minister of Foreign Affairs,

Rome.

The Italian Minister of Foreign Affairs to the American Ambassador

MINISTERO DEGLI AFFARI ESTERI

D.G.A.E.-C.A.T.

N° 48/01320/77

Eccellenza,

Ho l'onore di accusare ricevuta della nota del 12 novembre 1954 con la quale Vostre Eccellenza mi ha comunicato che il Governo degli Stati Uniti d'America desidera sostituire con un nuovo testo l'Art. 9 dell'Accordo di Navigazione Aerea tra l'Italia e gli Stati Uniti d'America relativo all'ammissione di aeromobili civili nei rispettivi Paesi, il rilascio di brevetti di pilota e l'accettazione di certificati per aeromobili ed accessori importati come merci, concluso a Washington il 13-14 ottobre 1931.

Il testo del nuovo accordo comunicatomi da Vostra Eccellenza è qui appresso riprodotto in italiano:

Art. I

- (a) Il presente accordo è applicabile agli aerei civili costruiti nel territorio continentale degli Stati Uniti d'America, inclusa l'Alaska, ed esportati in Italia; ed agli aerei costruiti in Italia ed esportati nel territorio continentale degli Stati

Uniti d'America, inclusa l'Alaska.

- (b) Questo accordo si estenderà agli aerei civili di tutte le categorie, inclusi quelli impiegati per trasporti pubblici e quelli impiegati a scopi privati, come pure alle parti componenti di tali aerei.

Art. II

Le competenti autorità degli Stati Uniti conferiranno ai certificati di navigabilità per l'esportazione rilasciati dal Registro Aeronautico italiano in Italia nei riguardi di aerei che dovranno essere in seguito registrati negli Stati Uniti la stessa validità che conferirebbero ai certificati rilasciati in base alle norme in vigore in materia negli Stati Uniti, purché detti aerei siano stati costruiti in Italia secondo i requisiti di navigabilità italiani.

Art. III

Le competenti autorità italiane conferiranno ai certificati di navigabilità per l'esportazione rilasciati dalla "Civil Aeronautics Administration" negli Stati Uniti nei riguardi di aerei che dovranno in seguito essere registrati in Italia la stessa validità che conferirebbero ai certificati rilasciati in base al-

le norme in vigore in materia in Italia, purché detti aerei siano stati costruiti nel continente degli Stati Uniti ed Alaska secondo i requisiti di navigabilità degli Stati Uniti.

Art. IV

- (a) Le autorità competenti degli Stati Uniti prenderanno le opportune disposizioni affinché venga data effettiva comunicazione alle autorità italiane competenti dei particolari delle modifiche obbligatorie prescritte negli Stati Uniti allo scopo di mettere le autorità italiane in grado di ordinare che queste modifiche vengano apportate agli aerei dei tipi contemplati i cui certificati sono state da esse convalidati.
- (b) Le autorità competenti degli Stati Uniti accorderanno, ove occorra, alle autorità italiane competenti facilitazioni nei riguardi delle modifiche non obbligatorie tali da toccare la validità dei certificati di navigabilità convalidati secondo i termi-

ni di questo accordo o qualsiasi delle altre condizioni originali di convalida. Daranno analoghe facilitazioni nei riguardi di riparazioni importanti eseguite in modo diverso dal montaggio di parti di ricambio fornite dai costruttori originali.

Art. V

- (a) Le autorità competenti italiane prenderanno le opportune disposizioni affinché venga data effettiva comunicazione alle autorità competenti degli Stati Uniti dei particolari delle modifiche obbligatorie prescritte in Italia, allo scopo di mettere in grado le autorità degli Stati Uniti di ordinare che queste modifiche vengano apportate agli aerei dei tipi contemplati, i cui certificati sono stati da esse convalidati.
- (b) Le autorità competenti italiane accorderanno, ove occorra, alle autorità degli Stati Uniti facilitazioni nei riguardi di modifiche non obbligatorie tali da toccare la validità dei certificati di navigabilità convalidati secondo i termini di questo accordo o qualsiasi delle altre condizioni originali di convalida. Daranno analoghe facilitazioni nei riguardi di

riparazioni importanti eseguite in modo diverso dal montaggio di parti di ricambio fornite dai costruttori originali.

Art. VI

(a) Le autorità competenti di ciascun paese avranno il diritto di rendere la convalida dei certificati di navigabilità per l'esportazione soggetta all'adempimento di qualsiasi condizione speciale che sia al momento richiesta da esse per il rilascio di certificati di navigabilità nel loro proprio paese. Le informazioni riguardanti queste condizioni speciali nei riguardi di uno dei due paesi saranno di volta in volta comunicate all'altro paese.

(b) Le autorità competenti di ciascun paese terranno le autorità competenti dell'altro paese pienamente e correntemente informate di tutte le norme in vigore sulla navigabilità degli aerei civili e qualsiasi modifica che possa ad esse essere di volta in volta appor-tata.

Art. VII

La procedura da seguirsi nell'applica-zione delle disposizioni del presente accordo formerà

oggetto di corrispondenza diretta, ogni volta
ciò si renda necessario, fra le autorità com-
petenti degli Stati Uniti e quelle italiane.

Art. VIII

- (a) Al presente accordo potrà essere
posto termine, dall'uno o dall'altro dei
due Governi, mediante preavviso di sei
mesi all'altro Governo.
- (b) Questo accordo porrà termine e
sostituirà l'Art.9 dell'Accordo fra gli
Stati Uniti d'America e l'Italia per l'am-
missione degli aerei civili, il rilascio
di licenze ai piloti e l'accettazione di
certificati per gli aerei e gli accessori
importati come merci, effettuato mediante
lo scambio delle note firmate a Washington
il 13 e 14 ottobre 1931.

Ho l'onore di assicurare V.E. che il
testo che precede è stato approvato dal Governo
italiano e pertanto la presente nota, unitamente
alla nota di V.E. del 12 novembre 1954 costitui-
cono un accordo fra i due Governi.

L'accordo entra in vigore alla data
della presente nota.

Voglia gradire, Eccellenza, l'assi-
curazione della mia più alta considerazione.—

Il Ministro
GAETANO MARTINO

ROMA, li 26 gen. 1955

A Sua Eccellenza

CLARE BOOTHE LUCE

Ambasciatore degli Stati Uniti d'America

Roma

Translation

MINISTRY OF FOREIGN AFFAIRS

D.G.A.E. - C.A.T.

No. 48/01320/77

EXCELLENCY,

I have the honor to acknowledge receipt of the note of November 12, 1954, by which Your Excellency informed me that the Government of the United States of America wishes to substitute a new text for Article 9 of the Air Navigation Arrangement between Italy and the United States of America for the admission of civil aircraft into the respective countries, the issuance of pilots' licenses, and the acceptance of certificates for aircraft and accessories imported as merchandise, concluded in Washington on October 13-14, 1931.

The text of the new arrangement communicated to me by Your Excellency is given below in Italian:

[For the English language text of the new arrangement,
see *ante*, p. 25.]

I have the honor to assure Your Excellency that the foregoing text has been approved by the Italian Government, and therefore the present note, together with Your Excellency's note of November 12, 1954, constitutes an arrangement between the two Governments.

The arrangement will enter into force on the date of the present note.

Accept, Excellency, the assurances of my highest consideration.

GAETANO MARTINO

Minister

ROME, January 26, 1955

Her Excellency

CLARE BOOTHE LUCE,
Ambassador of the
United States of America,
Rome.

UNITED KINGDOM

DOUBLE TAXATION: INCOME

Supplementary protocol amending the convention of April 16, 1945, as modified by the supplementary protocol of June 6, 1946. TIAS 3165
May 25, 1954

Signed at Washington May 25, 1954;

Ratification advised by the Senate of the United States of America August 20, 1954;

Ratified by the President of the United States of America September 22, 1954;

Ratified by the United Kingdom of Great Britain and Northern Ireland December 21, 1954;

Ratifications exchanged at London January 19, 1955;

Proclaimed by the President of the United States of America January 28, 1955;

Entered into force January 19, 1955.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS there was signed at Washington on May 25, 1954 a supplementary protocol between the United States of America and the United Kingdom of Great Britain and Northern Ireland amending the convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, signed at Washington on April 16, 1945, as modified by the supplementary protocol signed at Washington on June 6, 1946;

TIAS 1546.
60 Stat. 1377, 1380.

AND WHEREAS the original of the said supplementary protocol of May 25, 1954 is word for word as follows:

SUPPLEMENTARY PROTOCOL AMENDING THE CONVENTION FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME, SIGNED AT WASHINGTON ON THE 16TH APRIL, 1945, AS MODIFIED BY THE SUPPLEMENTARY PROTOCOL, SIGNED AT WASHINGTON ON THE 6TH JUNE, 1946

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland,

Desiring to conclude a further supplementary Protocol amending the Convention for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income, signed at Washington on the 16th April, 1945, as modified by the supplementary Protocol, signed at Washington on the 6th June, 1946,

Have agreed as follows:

ARTICLE I

60 Stat. 1387.

Paragraph (1) of Article XXII of the Convention of the 16th April, 1945, for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income is hereby amended to read as follows:

Extension to territories, etc.

"(1) Either of the Contracting Parties may, at any time while the present Convention continues in force, by a written notification given to the other Contracting Party through the diplomatic channel, declare its desire that the operation of the present Convention, either in whole or in part or with such modifications as may be found necessary for special application in a particular case, shall extend to all or any of its territories for whose international relations it is responsible, which impose taxes substantially similar in character to those which are the subject of the present Convention. When the other Contracting Party has, by a written communication through the diplomatic channel, signified to the first Contracting Party that such notification is accepted in respect of such territory or territories, the present Convention, in whole or in part or with such modifications as may be found necessary for special application in a particular case, as specified in the notification, shall apply to the territory or territories named in the notification on and after the date or

dates specified therein. None of the provisions of the present Convention shall apply to any such territory in the absence of such acceptance in respect of that territory."

ARTICLE II

This supplementary Protocol, which shall be regarded as an integral part of the said Convention, shall be ratified and the instruments of ratification thereof shall be exchanged in London.

IN WITNESS WHEREOF the undersigned, being authorized thereto by their respective Governments, have signed this supplementary Protocol and have affixed thereto their seals.

DONE in duplicate at Washington this twenty-fifth day of May, 1954.

FOR THE GOVERNMENT OF THE UNITED STATES
OF AMERICA:

[SEAL] JOHN FOSTER DULLES
*Secretary of State of the
United States of America*

FOR THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND:

[SEAL] ROGER MAKINS
*Her Majesty's
Ambassador Extraordinary and Plenipotentiary
at Washington*

AND WHEREAS the Senate of the United States of America by their resolution of August 20, 1954, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said supplementary protocol of May 25, 1954;

AND WHEREAS the said supplementary protocol of May 25, 1954 was duly ratified by the President of the United States of America on September 22, 1954, in pursuance of the aforesaid advice and consent of the Senate, and the said protocol was duly ratified on the part of the United Kingdom of Great Britain and Northern Ireland;

AND WHEREAS the respective instruments of ratification of the said supplementary protocol of May 25, 1954 were duly exchanged at London on January 19, 1955;

AND WHEREAS it is provided in Article II of the said supplementary protocol of May 25, 1954 that the said protocol shall be regarded as an integral part of the said convention of April 16, 1945;

Entry into force.

Now, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the said supplementary protocol of May 25, 1954 to the end that the said protocol and each and every article and clause thereof may be observed and fulfilled with good faith, on and after January 19, 1955, 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 hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-eighth day of January in the year of our Lord one thousand nine [SEAL] hundred fifty-five and of the Independence of the United States of America the one hundred seventy-ninth.

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

CHILE

ECONOMIC COOPERATION

*Agreement effected by exchange of notes
Signed at Santiago January 14, 1955;
Entered into force January 14, 1955.*

TIAS 3166
Jan. 14, 1955

*The American Chargé d'Affaires ad interim to the Chilean Minister
of Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA
Santiago, January 14, 1955.

No. 82

EXCELLENCY:

I have the honor to refer to conversations which have taken place recently between representatives of our two Governments relating to the establishment of a program intended to facilitate the export of informational media to Chile from the United States of America. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

Informational media
guaranty program.

The Government of Chile shall authorize the import into Chile of such informational media, without obligation on its part to provide foreign exchange cover, under the following circumstances:

1. The Government of the United States of America shall guarantee to nationals of the United States of America, exporting informational media to Chile, the value in currency of the United States of America of such informational media, in accordance with section 413 (b) and 544 of the Mutual Security Act of 1954.

68 Stat. 846, 862.
22 U.S.C. §§ 1933(h),
1442.

2. The importers in Chile of such informational media shall pay the value in Chilean currency of these imports to banks in Chile designated by the respective exporters in the United States of America holding guaranty contracts, following which these exporters will transfer these currencies to the credit of the Treasurer of the United States in accordance with the terms and conditions of their guaranty contracts. The Chilean currency thus acquired by the Government of the United States

of America will be freely expendable by the Government of the United States of America for administrative expenses, educational, scientific and cultural activities, and such other purposes as may hereafter be agreed upon by the Government of the United States of America and the Government of Chile.

3. The Government of the United States of America will refer all applications for guaranty contracts approved by the Government of the United States of America to the Government of Chile for the approval of the Government of Chile before such guaranty contracts are issued.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Chile, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, and that the provisions of this agreement are in effect as of the date of your note in reply, in the manner and to the degree permitted by the prevailing legislation in the two countries.

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

WILLIAM SANDERS
Chargé d'Affaires, a.i.

His Excellency

OSVALDO KOCH KREFFT,
Minister of Foreign Affairs,
Santiago.

The Chilean Minister of Foreign Affairs to the American Ambassador

REPÚBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES

DIRECCION ECONOMICA
DEPARTAMENTO DE ASUNTOS ECONOMICOS
Sección Estudios

Nº 368.-

Santiago, 14 de enero de 1955.-

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo de la Nota de Vuestra Excelencia Nº 82, de fecha de hoy, que dice lo siguiente:

“Excelencia:

Tengo el honor de referirme a las conversaciones que se han desarrollado recientemente entre representantes de nuestros dos Gobiernos, tendientes a establecer un sistema que permita faci-

litar la exportación a Chile de material informativo procedente de los Estados Unidos de América. Tengo, también, el honor de confirmar a Vuestra Excelencia el siguiente Acuerdo, a que se ha llegado como resultados de estas conversaciones:

El Gobierno de Chile autorizará la internación, sin cobertura, del referido material informativo, en las siguientes condiciones:

1.- El Gobierno de los Estados Unidos de América, en conformidad con las disposiciones contenidas en las Secciones 413 (b) y 544 de la Ley de Seguridad Mutua de 1954, garantizará el pago a los nacionales de los Estados Unidos de América que exporten material informativo a Chile, del valor de dicho material en moneda de los Estados Unidos de América.

2.- Los importadores chilenos de dicho material informativo abonarán el valor de sus importaciones, en moneda chilena, en los bancos chilenos que designen los respectivos exportadores norteamericanos que tengan contratos de garantía de acuerdo con las disposiciones citadas de la Ley de Seguridad Mutua. En seguida los exportadores transferirán dichos fondos, en conformidad con las disposiciones y condiciones estipuladas en sus contratos de garantía, a una cuenta abierta en un banco chileno a nombre del Tesorero General de los Estados Unidos de América. Los fondos en moneda chilena percibidos mediante este procedimiento por el Gobierno de Estados Unidos de América, serán utilizados libremente por éste en desembolsos de carácter administrativo, en actividades educacionales, científicas y culturales y en cualesquiera otras finalidades que posteriormente puedan convenir el Gobierno de los Estados Unidos de América y el Gobierno de Chile.

3.- El Gobierno de los Estados Unidos de América someterá a la consideración del Gobierno de Chile las solicitudes de contratos de garantía que apruebe a fin de que este último le preste su aprobación antes de que dichos contratos de garantía sean celebrados.

“Al recibir el Gobierno de los Estados Unidos de América una respuesta de Vuestra Excelencia que indique que las disposiciones antedichas son de la aceptación del Gobierno de Chile, la presente Nota y la respuesta de Vuestra Excelencia serán tenidas como Acuerdo entre ambos Gobiernos sobre la materia y considerará el Gobierno de los Estados Unidos de América que las disposiciones del presente Acuerdo entrarán en vigencia a contar de la fecha de la Nota de respuesta de Vuestra Excelencia, en la medida en que ellas sean compatibles con la legislación vigente en cada país.

"Ruego a Vuestra Excelencia tenga a bien aceptar las seguridades de mi más alta consideración".

En respuesta me es grato informar a Vuestra Excelencia que mi Gobierno está conforme con los términos de la Nota transcrita.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

OSVALDO KOCH

Excelentísimo Señor

WILLARD L. BEAULAC,

Embajador de los Estados Unidos de América,

Santiago.-

Translation

REPUBLIC OF CHILE
MINISTRY OF FOREIGN AFFAIRS

ECONOMIC OFFICE
DEPARTMENT OF ECONOMIC AFFAIRS
Research Section

Nº 368.-

Santiago, January 14, 1955.

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 82, dated today, which reads as follows:

[For the English language text of the note, see *ante*, p. 41.]

In reply, I am happy to inform Your Excellency that my Government concurs in the terms of the note transcribed.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

OSVALDO KOCH

His Excellency

WILLARD L. BEAULAC,

Ambassador of the United States of America,

Santiago.

YUGOSLAVIA

SURPLUS AGRICULTURAL COMMODITIES

*Agreement and exchange of letters
Signed at Belgrade January 5, 1955;
Entered into force January 5, 1955.*

TIAS 3167
Jan. 5, 1955

SURPLUS AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA

The Government of the United States of America and the Government of the Federal People's Republic of Yugoslavia,

Recognising the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the delivery of agricultural commodities produced in the United States for dinars will assist in achieving such an expansion of trade;

Considering that the dinars accruing from such deliveries will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which govern the deliveries of agricultural commodities by the Government of the United States of America pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities; have agreed as follows:

68 Stat. 455.
7 U.S.C. §§ 1701-
1709.

ARTICLE I

DELIVERIES FOR LOCAL CURRENCY

1. Subject to the execution of purchase authorizations which will be issued by the Government of the United States of America and are subject to acceptance by the Government of the Federal People's Republic of Yugoslavia, the United States Government undertakes to finance prior to June 30, 1955, the delivery of 425,000

tons of wheat and \$10,000,000 of cotton determined to be surplus pursuant to the Agricultural Trade Development and Assistance Act of 1954, to purchasers authorized by the Government of the Federal People's Republic of Yugoslavia.

2. The purchase authorizations will include provisions related to the procurement and delivery of commodities, the time and circumstances of the deposit of local currency, and other relevant matters.

Dinar deposits.

3. Dinars will be deposited by the Government of the Federal People's Republic of Yugoslavia to the accounts of the United States Treasury in the National Bank of Yugoslavia in an amount equal to the dollar sales value of the commodity, including any freight and handling reimbursed or financed by the Government of the United States, and converted into dinars at the official rate of exchange in effect at the end of the period covered by each notification report. Accounts will be separately maintained in the National Bank of Yugoslavia for the deposit of dinars accruing from wheat and from cotton deliveries.

ARTICLE II

USES OF LOCAL CURRENCY

Grant.

1. The two Governments agree that, except as provided in subparagraph (b) below and pursuant to mutual agreement on specific projects in Yugoslavia to be financed therefrom, the dinar proceeds of the wheat delivered under this Agreement, which have been deposited to an account of the United States Treasury, constitutes a grant by the Government of the United States to the Government of the Federal People's Republic of Yugoslavia.

The two Governments further agree that these funds shall be used as follows in the percentages shown:

- (a) To finance in Yugoslavia the provision of military equipment, materials, facilities, and services for the common defence: 90%.
- (b) For United States Government uses: 10%. The 10% portion will be utilized by the United States in the same manner as such proceeds have heretofore been utilized.

2. The two Governments agree that 100% of the dinars accruing to the Government of the United States of America as a consequence of deliveries of cotton made pursuant to this Agreement will be used for purposes determined by the Government of the United States of America. The United States Government, in considering possible expenditure of these funds, will give due regard to the balance of payments situation of Yugoslavia.

ARTICLE III

GENERAL UNDERTAKINGS

The Government of the Federal People's Republic of Yugoslavia agrees that it will take all possible measures to prevent the resale or trans-shipment to other countries, or use for other than domestic purposes, (except where such resale, trans-shipment or use is specifically approved by the Government of the United States) of agricultural commodities delivered pursuant to the provisions of Title I of the Agricultural Trade Development and Assistance Act of 1954.

ARTICLE IV

CONSULTATION

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operations or arrangements carried out pursuant to this Agreement.

ARTICLE V

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Belgrade, in duplicate, this fifth day of January, 1955.

For the Government
of the United States of America,

For the Government
of the Federal People's
Republic of Yugoslavia,

JAMES S. KILLEEN

S. KOPČOK

James S. Killen

Stanislav Kopčok

Counsellor for Economic Affairs,
Embassy of the United States
of America, Belgrade

Counsellor of State
for Foreign Affairs

[SEAL]

[SEAL]

*The American Counselor for Economic Affairs to the Yugoslav
Counselor of State for Foreign Affairs*

BEOGRAD, January 5, 1955

DEAR MR. KOPČOK:

Pursuant to Article II, Paragraph 1 (a), of the Agreement signed today by our two Governments, under which the Govern-

ment of the United States of America undertakes to finance the delivery to Yugoslavia of 425,000 tons of wheat, I desire to inform you as follows:

Construction of the Jadranski Put (Adriatic Highway).

Release of funds.

TIAS 3142.
5 UST, pt. 3, p. 2853.

1. The Government of the United States of America agrees to the proposal of the Government of the Federal People's Republic of Yugoslavia that the local currency generated by delivery of wheat will be used for the construction of the strategic highway known as the Jadranski Put (Adriatic Highway).

2. Pursuant to the specific project agreement (covering the points cited in Annex A of the Counterpart Release Agreement dated April 16, 1954) for the construction of this highway, the Government of the United States of America agrees to release to the Government of the Federal People's Republic of Yugoslavia 90% of the dinars deposited to the credit of the United States Treasury as a result of the delivery of the aforementioned wheat. These funds will be released as quickly as possible after they are deposited by the Government of the Federal People's Republic of Yugoslavia.

3. It is the understanding of my Government that the dinars so released would be used by the Government of the Federal People's Republic of Yugoslavia to defray certain costs of the Jadranski Put.

4. May I assure you that representatives of my Government are ready to collaborate with representatives of your Government in the earliest possible development of the project agreement for the proposed highway construction.

I would appreciate being advised whether your Government concurs in the foregoing.

Sincerely yours,

JAMES S KILLEEN

James S. Killen
Counselor for Economic Affairs
American Embassy
Belgrade

Mr. STANISLAV KOPČOK

Counsellor of State for Foreign Affairs,
Secretariat of State for Foreign Affairs,
Federal People's Republic of Yugoslavia,
Beograd.

*The Yugoslav Counselor of State for Foreign Affairs to the American
Counselor for Economic Affairs*

BEOGRAD, January 5, 1955

DEAR MR. KILLEEN,

I have the honor to acknowledge the receipt of your letter as of today, reading as follows:

"Pursuant to Article II, Paragraph 1 (a), of the Agreement signed today by our two Governments, under which the Government of the United States of America undertakes to finance the delivery to Yugoslavia of 425,000 tons of wheat, I desire to inform you as follows:

1. The Government of the United States of America agrees to the proposal of the Government of the Federal People's Republic of Yugoslavia that the local currency generated by delivery of wheat will be used for the construction of the strategic highway known as the Jadranski put (Adriatic Highway).

2. Pursuant to the specific project agreement (covering the points cited in Annex A of the Counterpart Release Agreement dated April 16, 1954) for the construction of this highway, the Government of the United States of America agrees to release to the Government of the Federal People's Republic of Yugoslavia 90% of the dinars deposited to the credit of the United States Treasury as a result of the delivery of the aforementioned wheat. These funds will be released as quickly as possible after they are deposited by the Government of the Federal People's Republic of Yugoslavia.

3. It is the understanding of my Government that the dinars so released would be used by the Government of the Federal People's Republic of Yugoslavia to defray certain costs of the Jadranski Put.

4. May I assure you that representatives of my Government are ready to collaborate with representatives of your Government in the earliest possible development of the project agreement for the proposed highway construction.

I would appreciate being advised whether your Government concurs in the foregoing."

I have the honor to inform you that my Government concurs in the foregoing.

Sincerely yours,

S. KOPČOK

Stanislav Kopčok

Counselor of State for Foreign Affairs

Mr. JAMES S. KILLEEN

Counselor for Economic Affairs

*Embassy of the United States of America,
Beograd.*

*The Yugoslav Counselor of State for Foreign Affairs to the American
Counselor for Economic Affairs*

BEOGRAD, January 5, 1955

DEAR MR. KILLEEN,

Pursuant to Article III of the Agreement signed today by our two Governments under which the Government of the United States of America undertakes to finance the delivery to Yugoslavia of 425,000 tons of wheat and \$10,000,000 of cotton, I wish to inform you of the following:

In expressing its agreement with the Government of the United States of America that the above mentioned deliveries of agricultural commodities should not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or impair trade relations among friendly nations, my Government states that it will not export at all wheat and cotton of both imported and indigenous origin in the course of this economic year.

Sincerely yours,

S. KOPČOK

Stanislav Kopčok

Counselor of State for Foreign Affairs

Mr. JAMES S. KILLEEN

Counselor for Economic Affairs,

*Embassy of the United States of America,
Beograd.*

UNION OF SOVIET SOCIALIST REPUBLICS

LEND LEASE SETTLEMENT

Return of Certain United States Naval Vessels

*Agreement signed at Washington December 22, 1954;
Entered into force December 22, 1954.*

TIAS 3168
Dec. 22, 1954

AGREEMENT ON DATES AND PROCEDURES

FOR THE RETURN OF 4 SUBCHASERS TYPE RPC, 8 TORPEDO BOATS TYPE PT AND 15 LANDING CRAFT INFANTRY TYPE LCI OF THE UNITED STATES NAVY RECEIVED BY THE UNION OF SOVIET SOCIALIST REPUBLICS UNDER THE LEND-LEASE ACT

55 Stat. 31.
22 U.S.C. §§ 411-419.

1. The return of the vessels to the representatives of the United States will be effected by the Soviet Government using its own crews, not later than August 1, 1955.
2. The vessels will be returned and transferred to the representatives of the United States in the port of Maizuru, Japan. They will be delivered during June-July 1955 under their own power, in tow, and on board transports in two groups of 10-17 vessels in each group. The Soviet Government shall notify the Department of State of the United States at least 30 days in advance concerning the expected date of arrival of each group and the number and method of delivery of each type of vessel included in a group. Between the completed transfer of the first group and the arrival of the last group there will be an interval of not less than five days nor more than 20 days.
3. The vessels will be returned with their equipment, spare parts and ammunition with the exception of that which

has been consumed, destroyed, or lost during the period of the war.

4. The actual transfer of the vessels will be effected by exchange of a deed of delivery and receipt for each vessel (Exhibit A attached hereto) executed in duplicate both in the English and Russian languages by the Soviet officer delivering the vessel and by the receiving United States officer, one copy of the deed in each language to be retained by each country.

5. Two vessels of the naval forces of the Union of Soviet Socialist Republics will accompany each group and after transfer of the vessels will take on board in the port of Maizuru the crews of these vessels.

6. The Senior Officer of a group of vessels will make application by radio on international wave lengths to the appropriate Japanese authorities, in the port not less than 24 hours before the expected time of arrival, for definite instructions as to pilotage, anchorage, etc.

7. The following normal procedure will constitute delivery of the vessels:

- (a) Each vessel will proceed to a designated berth and a watch will be maintained by Soviet personnel in order to take such action as may be necessary to provide for the safety of each vessel until it is transferred to the personnel of the United States.
- (b) The Soviet crew will remove personal effects and Soviet property. Boating assistance will be arranged for by the United States if required.

- (c) The United States personnel will begin the reception of each vessel upon arrival at berth. It is understood that the transfer of each group of vessels must be completed within three days after the arrival of the group in the port of Maizuru.
- (d) The deed of delivery and receipt of the vessel, equipment and stores, including a statement of abandonment by the Soviet Government of any Soviet property left on board will be executed by the receiving United States officer and the Soviet officer delivering the vessel.
- (e) The Soviet crew will depart the vessel and the United States personnel will assume responsibility.

8. No gun salutes will be given.

9. The transfers will be made in the simplest and most expeditious manner.

10. Payment of charges for pilotage, towing and docking or anchorage at buoy in connection with delivery of vessels shall be borne by the Soviet Government if such charges are incurred before the signing of the deed of delivery and receipt for each vessel. Payment of charges for pilotage, towing and docking or anchorage at buoy incurred after the signing of the deed of delivery and receipt for each vessel shall be borne by the Government of the United States.

11. A representative of the senior United States naval commander present will call upon the senior Soviet officer upon arrival of the vessels. Otherwise all official calls will be considered as having been made and returned.

The present agreement is executed in the English and Russian languages and both texts are equally authentic.

Washington, December 22, 1954.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
SAMUEL C. WAUGH

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:

G ZAROUBIN

Exhibit A

DEED OF DELIVERY AND RECEIPT

We, the undersigned, authorized representatives of the Ministry of Defense of the Union of Soviet Socialist Republics, party of the first part, and of the Department of the Navy of the United States of America, party of the second part, respectively, hereby execute this deed to evidence the fact that the party of the first part has returned and the party of the second part has received and accepted on behalf of the Government of the United States

complete with all machinery, equipment, and stores then on board, all right, title and interest in such machinery, equipment and stores being hereby expressly abandoned by the Government of the Union of Soviet Socialist Republics.

This transfer has been accomplished this _____ day of _____ 1955 at Maizuru, Japan.

The present deed is executed in the English and Russian languages and both texts are authentic.

Authorized representative of
the Department of the Navy
of the United States of
America

Authorized representative of
the Ministry of Defense of
the Union of Soviet Socialist
Republics

СОГЛАШЕНИЕ

О СРОКАХ И ПОРЯДКЕ ВОЗВРАЩЕНИЯ 4 ОХОТНИКОВ ЗА ПОДВОДНЫМИ ЛОДКАМИ ТИПА РПЦ, 8 ТОРПЕДНЫХ КАТЕРОВ ТИПА ПТ И 15 ДЕСАНТНЫХ СУДОВ ДЛЯ ПЕРЕВОЗКИ ВОЙСК ТИПА ЛЦИ ВОЕННО-МОРСКОГО ФЛОТА СОЕДИНЕННЫХ ШТАТОВ, ПОЛУЧЕННЫХ СОЮЗОМ СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК ПО ЛЕНД-ЛИЗУ

1. Возвращение кораблей представителям Соединенных Штатов будет произведено Советским Правительством с использованием своих собственных команд не позднее 1 августа 1955 года.

2. Корабли будут возвращены и переданы представителям Соединенных Штатов в порту Майдзуру, Япония. Они будут доставлены в течение июня-июля 1955 года своим ходом, на буксире и на борту транспортов двумя группами по 10-17 кораблей в каждой группе. Советское Правительство уведомит Государственный Департамент Соединенных Штатов заранее, по крайней мере за тридцать дней, о предполагаемой дате прибытия каждой группы и о количестве и способе доставки кораблей каждого типа, включенных в группу. Между законченной передачей первой группы и прибытием последней группы будет интервал не менее пяти дней и не более 20 дней.

3. Корабли будут возвращены с их оборудованием, запасными частями и боеприпасами, за исключением того, что было потреблено, разрушено или утеряно во время войны.

4. Действительная передача кораблей будет завершена обменом актами о передаче и приемке по каждому кораблю /приложение А, прилагаемое к настоящему Соглашению/, составленными в двух экземплярах каждый на английском и русском языках, советским офицером, передающим корабль и получающим его американским офицером, причем один экземпляр акта на обоих языках будет оставлен в каждой стране.

5. Два корабля военно-морских сил Союза Советских Социалистических Республик будут сопровождать каждую группу и после передачи кораблей возьмут на борт в порту Майдзуру команды этих кораблей.

6. Старший офицер группы кораблей оповещает по радио на международных длинах волн соответствующие японские власти в порту не менее, чем за 24 часа до предполагаемой даты прибытия, для получения определенных инструкций в отношении провода кораблей, якорной стоянки и т.д.

7. Передача кораблей будет произведена в следующем порядке:

а/ Каждый корабль будет доставлен в указанное место стоянки и будет осуществлено наблюдение советским персоналом с тем, чтобы предпринять такие меры, которые могут оказаться необходимыми в целях обеспечения сохранности каждого корабля до передачи его персоналу Соединенных Штатов.

б/ Советская команда возьмет с собой личное имущество и советскую собственность. Помощь пловучими средствами будет предоставлена Соединенными Штатами, если потребуется.

в/ Персонал Соединенных Штатов начнет приемку каждого корабля по его прибытии на место стоянки. Причем подразумевается, что передача каждой группы кораблей должна быть закончена в течение трех дней после прибытия группы в порт Майдзуру.

г/ Акт о передаче и приемке корабля, оборудования и запасов, включая заявление об отказе Советским Правительством от любого советского имущества, оставленного на борту, будет составлен принимающим корабль американским офицером и сдающим его советским офицером.

д/ Советская команда покинет корабль, а американский персонал примет его под свою ответственность.

8. Никаких орудийных салютов произведено не будет.

9. Передача будет осуществлена наиболее простым и быстрым образом.

10. Оплата расходов по лоцманской проводке, буксировке и стоянке у причалов или на бочке в связи с доставкой кораблей возлагается на Советское Правительство, если такие расходы имели место до подписания акта о передаче и приемке каждого корабля. Оплата расходов по лоцманской проводке, буксировке и стоянке у причалов или на бочке,

произведенных после подписания акта о передаче и приемке каждого корабля, возлагается на Правительство Соединенных Штатов.

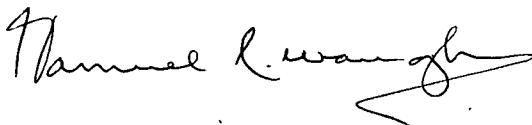
II. Представитель присутствующего в порту старшего военно-морского командира флота Соединенных Штатов нанесет визит старшему советскому офицеру по прибытии кораблей. В других случаях все официальные визиты будут рассматриваться как нанесенные и ответные.

Настоящее соглашение составлено на английском и русском языках и оба текста являются аутентичными.

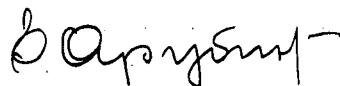
Вашингтон

22 декабря 1954 года

От имени Правительства Соединенных Штатов Америки



От имени Правительства Союза Советских Социалистических Республик



Приложение А.

A K T
О ПЕРЕДАЧЕ И ПРИЕМКЕ

Мы, нижеподписавшиеся, уполномоченные представители Министерства Обороны Союза Советских Социалистических Республик и Военно-Морского Министерства Соединенных Штатов, соответственно первая и вторая стороны, составили настоящий акт в подтверждение того факта, что первая сторона сдала, а вторая сторона получила и от имени Правительства Соединенных Штатов приняла

полностью со всеми механизмами, оборудованием и находившимися в то время на борту запасами. Советское Правительство ясно отказывается от всех прав и интересов на эти механизмы, оборудование и запасы. Эта передача была завершена _____ 1955 года в Майдзуру, Япония.

Настоящий акт составлен на английском и русском языках и оба текста являются аутентичными.

Уполномоченный представитель
Военно-Морского Министерства
Соединенных Штатов Америки

Уполномоченный представитель
Министерства Обороны Союза
Советских Социалистических
Республик

PERU

Technical Cooperation: Employment Service Program

*Agreement signed at Lima December 31, 1954;
Entered into force December 31, 1954.*

TIAS 3169
Dec. 31, 1954

AGREEMENT FOR A COOPERATIVE EMPLOYMENT SERVICE PROGRAM BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PERU

The Government of the United States of America and the Government of the Republic of Peru

Have agreed as follows:

ARTICLE I. THE OPERATING AGENCIES

Pursuant to the General Agreement for Technical Cooperation, as modified and supplemented, signed on behalf of the two Governments at Lima on January twenty fifth, nineteen hundred and fifty one, a cooperative employment service program shall be initiated in Peru. The obligations assumed herein by the Government of the Republic of Peru will be performed by it through its Ministry of Labor and Indian Affairs (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States will be performed by it through such agency as it may designate (hereinafter referred to as the "designated United States agency"). The Ministry and the designated United States agency may secure the assistance of other public and private agencies in discharging their respective obligations under this Agreement. The Ministry, on behalf of the Government of the Republic of Peru, and the designated United States agency, on behalf of the Government of the United States of America, shall participate jointly in all phases of the planning and administration of the cooperative program. This Agreement and all activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation.

TIAS 2772.
4 UST 132.

ARTICLE II. OBJECTIVES

The objectives of this cooperative employment service program are:

1. To facilitate the development of a free public national employment service in Peru through cooperative action on the part of the two Governments as a measure for promoting economic development in Peru;
2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of public employment service activities;
3. To promote and strengthen understanding and good will between the peoples of the Republic of Peru and the United States of America, and to foster the growth of democratic ways of life.

ARTICLE III. FIELDS OF ACTIVITY

This cooperative employment service program will include, to the extent that the parties from time to time agree thereon, operations of the following types:

1. Studies of the needs of the Republic of Peru in the field of public employment service activities and the resources which are available to meet those needs;
2. The formulation and continuous adaptation of a program to help meet such needs;
3. The initiation and administration of projects in employment service research including occupational analysis and classification; worker and applicant analysis and classification; interviewing and selection techniques; labor market analysis; testing techniques and test development and validation; publicity techniques and the dissemination of information to the public; and such other projects in the field of public employment service activities as the parties may agree upon;
4. Related training activities both within and outside of the Republic of Peru.

ARTICLE IV. THE TECHNICAL MISSION

The Government of the United States will make available specialists to collaborate in carrying out the cooperative employment service program. The number and type of specialists to be assigned shall be determined by the Government of the United States after consultation with the Ministry. The specialists made available by the Government of the United States under this Agreement, together with those made available under other

program and project agreements, may be constituted as a Mission (hereinafter referred to as the "Mission") which shall bear such title as that Government may designate and which may be headed by an official designated by that Government. The head of the Mission, and any United States specialists assigned to work under this Agreement, shall be selected and assigned by the Government of the United States but shall be subject to acceptance by the Government of the Republic of Peru.

ARTICLE V. THE COOPERATIVE SERVICE

There is hereby established within the Ministry the Servicio Cooperativo del Empleo del Perú (hereinafter referred to as the "SCEP"). The SCEP shall serve as an agency of the Government of the Republic of Peru and shall administer the cooperative employment service program in accordance with the provisions of this Agreement. The Minister of Labor and Indian Affairs (hereinafter referred to as the "Minister") and the head of the Mission or another official designated by the Government of the United States shall each designate one person to serve as Co-Director of the SCEP. Members of the Mission may become officers or employees of the SCEP under such arrangements as may be agreed upon by the Co-Directors.

ARTICLE VI. JOINT CONTRIBUTIONS

The parties shall contribute and make available, to the extent provided below, funds for use in carrying out the program during the period covered by this Agreement, in accordance with the following schedules:

1. The Government of the United States, during the period from the date of entry into force of this Agreement through December thirty first, nineteen hundred and fifty six, shall make available the funds necessary to pay the salaries and other expenses of the members of the Mission, as well as such other expenses of an administrative nature as the Government of the United States may incur in connection with this cooperative program. These funds shall be administered by the designated United States agency and shall not be deposited to the credit of the SCEP.

2. In addition, for the period from the date of entry into force of this Agreement through December thirty first, nineteen hundred and fifty five, the Government of the United States, through the designated United States agency, shall deposit to the credit of the SCEP, the sum of \$17,400 (Seventeen Thousand Four Hundred

Dollars) in the currency of the United States. This deposit shall be made according to the following schedule of installments:

On or before January 15, 1955	\$1,450.00
A sum of \$1,450 on or before the first day of each succeeding month, including December 1, 1955, which monthly payments will aggregate	15,950.00
Total	\$17,400.00

In addition to the foregoing schedule of contributions, the designated United States agency shall deposit to the credit of the SCEP the sum of \$7,600 (Seven Thousand Six Hundred Dollars) in currency of the United States, when and as funds are available but in any event within the period stipulated above, in payments proportional to the deposit or partial deposit by the Government of the Republic of Peru of the sum of S/.114,000 (One Hundred Fourteen Thousand Soles) in currency of the Republic of Peru called for in the last sentence of paragraph 3.

3. The Government of the Republic of Peru, through the Ministry, shall deposit to the credit of the SCEP for the period from the date of entry into force of this Agreement through December thirty first, nineteen hundred and fifty five, the sum of S/.265,000 (Two Hundred Sixty Five Thousand Soles) in currency of the Republic of Peru. This deposit shall be made according to the following schedule of installments:

On or before January 15, 1955	S/.22,083.37
A sum of S/.22,083.33 on or before the first day of each succeeding month, including December 1, 1955, which monthly payments will aggregate	242,916.63
Total	S/.265,000.00

In addition to the foregoing schedule of contributions, the Government of the Republic of Peru shall deposit to the credit of the SCEP the sum of S/.114,000 (One Hundred Fourteen Thousand Soles) in currency of the Republic of Peru, when and as funds are available but in any event within the period stipulated above.

4. The two parties may later contribute additional funds to the program pursuant to arrangements entered into by the Minister and the head of the Mission, or their designees, or by other

authorized representatives of the two Governments. The provisions of this Article VI shall be applicable to any such future financial contributions.

5. With respect to contributions to be deposited to the credit of the SCEP, it is intended that such deposits will, ordinarily, be made by the two Governments in installments at the same time and in proportionally equivalent amounts. Each installment deposited to the credit of the SCEP by either of the parties shall be available for withdrawal or expenditure only after the corresponding agreed installment of the other party has been deposited. Funds deposited by either party and not matched by the corresponding agreed deposit of the other party shall be returned to the contributing party prior to the distribution provided for in paragraph 5 of Article IX of this Agreement.

6. The funds contributed pursuant to paragraphs 2, 3 and 4 of this Article VI shall be available for the procurement of supplies, materials and equipment, for obtaining additional technicians and other personal services by employment or contract, and for any other needs of the program.

7. Funds deposited to the credit of SCEP may be maintained in such bank or banks as the Co-Directors shall agree upon, and shall be available only for the purposes of this Agreement. No funds of the SCEP shall be withdrawn for any purpose except by issuance of a check or other suitable withdrawal document signed by the Co-Directors. The Co-Directors shall include in the deposit agreement to be made with any bank a provision that the bank shall be obligated to repay to the SCEP any moneys which it shall permit to be withdrawn from the funds of the SCEP on the basis of any document other than a check or other withdrawal document that has been signed by the Co-Directors.

ARTICLE VII. ADDITIONAL CONTRIBUTIONS

1. The projects to be undertaken under this Agreement may include cooperation with national, departmental and local governmental agencies in Peru, as well as with organizations of a public or private character in Peru and in the United States, and international organizations of which the United States and Peru are members. By agreement between the Co-Directors contributions of funds, property, services or facilities by either or both parties, or by any of such third parties, may be accepted by the SCEP for use in effectuating the cooperative employment service program, in addition to the funds, property, services and facilities required to be contributed under Article VI.

2. The Government of the Republic of Peru, in addition to the cash contribution provided for in paragraph 3 of Article VI hereof, may, at its own expense:

- a) Appoint specialists and other necessary personnel to collaborate with the Mission;
- b) Make available such office space, office equipment and furnishings, and such other facilities, materials, equipment, supplies, and services as it can provide for the said program;
- c) Make available the general assistance of the other governmental agencies of the Government of the Republic of Peru for carrying out the cooperative program.

ARTICLE VIII. PROJECT OPERATIONS

1. The cooperative employment service program herein provided for shall consist of a series of projects to be jointly planned and administered by the Co-Directors. Each project shall be embodied in a written project agreement which shall be signed by the Co-Directors, shall define the work to be done, shall, as necessary, make allocations of funds therefor from moneys available to the SCEP, and may contain such other matters as the parties may desire to include. The Co-Directors may enter into project agreements with other ministries or agencies of the Government of the Republic of Peru to provide for the administration of projects by such other agencies.

2. Upon completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of the objectives sought to be achieved, the work done, the expenditures made, the problems encountered and the results achieved.

3. The selection of specialists, technicians, and others in the field of public employment service activities who may be sent for training to the United States of America or elsewhere at the expense of the SCEP pursuant to this program, as well as the training activities in which they shall participate, shall be determined jointly by the Co-Directors.

4. The general policies and administrative procedures that are to govern the cooperative program, the carrying out of projects and the operations of the SCEP, such as the disbursement of and accounting for funds, the incurrence of obligations of the SCEP, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of

the SCEP and the terms and conditions of their employment and all other administrative matters, shall be determined by the Co-Directors.

5. All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be executed in the name of the SCEP and shall be signed by the Co-Directors. The books and records of the SCEP relating to the cooperative program shall be open at all times for examination by authorized representatives of the Government of the Republic of Peru and the Government of the United States. The Co-Directors shall render an annual report of the activities of the SCEP to the two Governments, and other reports at such intervals as may be appropriate.

6. Any power conferred by this Agreement upon either Co-Director may be delegated by either of them to any of their respective assistants, provided that each such delegation be satisfactory to the other. Such delegation shall not limit the right of either of them to refer any matter directly to the other for discussion and decision.

ARTICLE IX. ADDITIONAL FISCAL PROVISIONS

1. All funds deposited to the credit of the SCEP pursuant to this Agreement shall continue to be available for the cooperative employment service program during the existence of this Agreement without regard to annual periods or fiscal years of either of the parties.

2. Title to all materials, equipment and supplies acquired for the SCEP by the Government of the United States with funds contributed to the SCEP but withheld from deposit to the credit of SCEP shall, unless otherwise agreed by the Co-Directors, pass to the SCEP at the time such title is relinquished by the Seller. Property acquired by the SCEP shall be used only in the furtherance of this Agreement and any such property remaining at the termination of this cooperative program shall be at the disposition of the Government of the Republic of Peru.

3. Income from operations of the SCEP, interest received on funds of the SCEP, and any other increment of assets of the SCEP, of whatever nature or source, shall be devoted to the carrying out of the cooperative program and shall not be credited against any contribution due from either party.

4. Funds deposited by the Government of the United States to the credit of the SCEP shall be convertible into Soles at the

highest rate which, at the time the conversion is made, is not unlawful in Peru.

5. Any funds of the SCEP which remain unexpended and unobligated on the termination of the cooperative employment service program shall, unless otherwise agreed upon in writing by the parties hereto at the time, be returned to the parties hereto in the proportion of the respective contributions made by the Government of the United States and the Government of the Republic of Peru under this Agreement, as it may, from time to time be amended and extended.

ARTICLE X. RIGHTS AND EXEMPTIONS

1. The Government of the Republic of Peru will extend to the SCEP, and to all personnel employed by the SCEP, all rights and privileges which are enjoyed by other agencies of the Ministry or by their personnel. Such rights and privileges, so far as they pertain to communications, transportation, and exemption from taxes, imposts and stamp taxes, shall also accrue to agencies and personnel of the United States with respect to operations which are related to and property which is used for the cooperative employment service agreement.

2. Supplies, equipment and materials contributed to the SCEP by the Government of the United States of America, either directly or by contract with a public or private organization, shall be admitted into Peru free of any customs and import duties.

3. All personnel of the Government of the United States, whether employed directly by it or under contract with a public or private organization who are present in Peru to perform work for the cooperative employment service program, and whose entrance into the country has been approved by the Government of the Republic of Peru under Article IV of this Agreement shall be exempt from income and social security taxes levied under the laws of Peru with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States, from property taxes on personal property intended for their own use, and, except as may subsequently be otherwise agreed, from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families.

4. The two Governments will establish procedures whereby the Government of the Republic of Peru will so deposit, segregate or assure title to all funds allocated to or derived from this program that such funds shall not be subject to garnishment, attachment,

seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of the Republic of Peru is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

ARTICLE XI. SOVEREIGN IMMUNITY

The parties declare their recognition that agencies and corporate instrumentalities of the Government of the United States engaged in activities in Peru pursuant to this Agreement are entitled to share fully in all the privileges and immunities, including immunity from suit in the courts of Peru, which are enjoyed by the Government of the United States.

ARTICLE XII. LEGISLATIVE AND EXECUTIVE ACTION

The Government of the Republic of Peru will endeavor to obtain the enactment of such legislation and will take such executive action as may be required to carry out the terms of this Agreement.

ARTICLE XIII. ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the "Cooperative Employment Service Program Agreement". It shall enter into force on the date on which it is signed, and shall remain in force through December thirty first, nineteen hundred and fifty six, or until ninety days after either Government shall have given notice in writing to the other of intention to terminate it, whichever is earlier; provided, however, that the obligations of the parties under this Agreement shall be subject to the availability of appropriations to both parties for the purposes of the program and to the further agreement of the parties pursuant to Article VI, paragraph 4 hereof.

Done in duplicate, in the English and Spanish languages, at Lima, this thirty first day of December, nineteen hundred and fifty four.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

E. A. GILMORE, Jr.
Chargé d'Affaires, a. i.

J R NEALE
Director, United States Operations Mission to Peru

FOR THE GOVERNMENT OF PERU:

D. F. AGUILAR
Minister of Foreign Affairs
VICTOR A CASAGRANDI
Minister of Labor and Indian Affairs

[SEAL]

[SEAL]

ACUERDO PARA UN PROGRAMA COOPERATIVO DE SERVICIO DEL EMPLEO ENTRE EL GOBIERNO DE LA REPUBLICA DEL PERU Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

El Gobierno de los Estados Unidos de América y el Gobierno de la República del Perú

Han acordado lo siguiente:

ARTICULO I. LAS DEPENDENCIAS PARTICIPANTES

En virtud del Convenio General sobre Cooperación Técnica, posteriormente enmendado y complementado, suscrito en nombre de los dos Gobiernos en Lima, el veinte y cinco de enero de mil novecientos cincuenta y uno, se iniciará en el Perú un programa cooperativo de servicio del empleo. Las obligaciones que asume según el presente Acuerdo el Gobierno de la República del Perú se harán efectivas por intermedio del Ministerio de Trabajo y Asuntos Indígenas (que más adelante se denominará el "Ministerio"). Las obligaciones que asume según el presente Acuerdo el Gobierno de los Estados Unidos se harán efectivas por intermedio de la dependencia que éste pueda designar (que más adelante se denominará "dependencia designada por los Estados Unidos"). El Ministerio y la dependencia designada por los Estados Unidos podrán procurarse ayuda de otras entidades públicas o privadas en el cumplimiento de sus respectivas obligaciones, señaladas en el presente Acuerdo. El Ministerio, en nombre del Gobierno de la República del Perú, y la dependencia designada por los Estados Unidos, en nombre del Gobierno de los Estados Unidos de América, participarán conjuntamente en todas las fases del planeamiento y administración del programa cooperativo. Este Acuerdo y todas las actividades que se lleven a cabo de conformidad con él, serán regidas por las disposiciones del referido Convenio General sobre Cooperación Técnica.

ARTICULO II. OBJETIVOS

Son objetivos del programa cooperativo para un servicio del empleo:

1. Facilitar el desarrollo de un servicio público nacional gratuito de empleo en el Perú mediante la cooperación de los dos Gobiernos,

como una medida para promover el desarrollo económico en el Perú;

2. Estimular e incrementar entre los dos países el intercambio de conocimientos, prácticas y técnicas en el campo de actividades que abarca el servicio público del empleo;

3. Fomentar y fortalecer la comprensión y la buena voluntad entre los pueblos de la República del Perú y de los Estados Unidos de América y auspiciar el desarrollo de sistemas democráticos de vida.

ARTICULO III. CAMPOS DE ACTIVIDAD

Este programa cooperativo para servicio del empleo abarcará, en la medida que las partes convengan cada cierto tiempo, los siguientes tipos de actividades:

1. Estudios sobre las necesidades de la República del Perú en el campo de las actividades comprendidas en el servicio público del empleo y los recursos de que se disponen para satisfacer esas necesidades;

2. La formulación y continua adaptación de un programa que ayude a satisfacer dichas necesidades;

3. La iniciación y administración de proyectos de investigación en el campo del servicio del empleo, que comprenda análisis y clasificación de ocupaciones; análisis y clasificación de trabajadores y postulantes; técnica de entrevistar y seleccionar personal; análisis del mercado de trabajo, técnica para la administración de pruebas, su desarrollo y validación; técnicas de publicidad y divulgación de información al público en general; y otros proyectos similares en el campo de las actividades del servicio público del empleo, que las partes convengan llevar a cabo en el futuro;

4. Capacitación en actividades conexas dentro y fuera de la República del Perú.

ARTICULO IV. LA MISIÓN TÉCNICA

El Gobierno de los Estados Unidos proporcionará especialistas para colaborar en el programa cooperativo del servicio del empleo. El número y tipo de especialistas que se asigne será determinado por el Gobierno de los Estados Unidos después de consultar con el Ministerio. Los especialistas proporcionados por el Gobierno de los Estados Unidos en virtud del presente Acuerdo, así como aquellos proporcionados en virtud de otros acuerdos para otros programas y proyectos, podrán constituirse en una Misión (que más adelante se denominará la "Misión"), que llevará el título que el Gobierno pueda designar y que podrá ser dirigida por un

funcionario designado por dicho Gobierno. El Jefe de la Misión y cualquier especialista de los Estados Unidos asignados para trabajar en virtud de este Acuerdo, serán seleccionados y designados por el Gobierno de los Estados Unidos, pero con la aprobación del Gobierno de la República del Perú.

ARTICULO V. EL SERVICIO COOPERATIVO

Por el presente Acuerdo queda establecido en el Ministerio, el Servicio Cooperativo de Empleo del Perú (que más adelante se denominará el "SCEP"). El SCEP actuará como una dependencia del Gobierno de la República del Perú y administrará el programa cooperativo para el servicio del empleo, de conformidad con las disposiciones de este Acuerdo. El Ministro de Trabajo y Asuntos Indígenas (que más adelante se denominará el "Ministro") y el Jefe de la Misión u otro funcionario designado por el Gobierno de los Estados Unidos, desnarán [¹] cada uno a una persona que actuará como Co-Director del SCEP. Los Co-Directores, de común acuerdo, podrán aceptar a miembros de la Misión como funcionarios o empleados del SCEP.

ARTICULO VI. APORTES EN COMUN

Las partes aportarán y proporcionarán, hasta el límite que se establece a continuación, los fondos para llevar a cabo el programa durante el período que abarca el presente Acuerdo, de conformidad con el siguiente plan:

1.—El Gobierno de los Estados Unidos durante el período que empieza en la fecha en que entre en vigencia este Acuerdo y hasta el treinta y uno de Diciembre de mil novecientos cincuenta y seis, proporcionará los fondos necesarios para cubrir los sueldos y otros gastos de los miembros de la Misión así como aquellos otros gastos de carácter administrativo en que el Gobierno de los Estados Unidos de América pueda incurrir en conexión con este programa cooperativo. Estos fondos serán administrados por la dependencia designada por los Estados Unidos y no serán depositados como abono al SCEP.

2.—Además, durante el período que empieza en la fecha en que entre en vigencia este Acuerdo, y hasta el treinta y uno de Diciembre de mil novecientos cincuenta y cinco, el Gobierno de los Estados Unidos, por intermedio de la dependencia designada por los Estados Unidos, depositará al crédito del SCEP, la suma de \$17,400.00 (Diecisiete Mil Cuatrocientos Dólares) en moneda de los Estados Unidos. Este depósito se efectuará de acuerdo con la siguiente escala de pagos.

¹ So in original; should read "designarán."

El 15 de Enero de 1955, o antes	\$1,450.00
La suma de \$1,450.00 el primer día de cada mes subsiguiente, o antes, hasta el 1º de Diciembre de 1955, inclusive; cuyos pagos totalizarán	15,950.00
Total	\$17,400.00

Además de los aportes arriba estipulados, la dependencia designada por los Estados Unidos depositará al crédito del SCEP, la suma de \$7,600 (Siete Mil Seiscientos Dólares) en moneda de los Estados Unidos, cuando se disponga de los fondos y a la medida que se cuente con ellos, pero en todo caso dentro del período anteriormente estipulado, en armadas proporcionales al depósito total o pago parcial que efectúe el Gobierno de la República del Perú de la suma de S/.114,000.00 (Ciento Catorce Mil Soles) en moneda peruana a que se contrae la última frase del inciso 3.

3. Durante el período que empieza en la fecha en que entra en vigencia este Acuerdo, y hasta el treinta y uno de Diciembre de mil novecientos cincuenta y cinco, el Gobierno de la República del Perú, por intermedio del Ministerio, depositará al crédito del SCEP, la suma de S/.265,000 (Doscientos Sesenta y Cinco Mil Soles) en moneda peruana. Este depósito se efectuará de acuerdo con la siguiente escala de pago:

El 15 de Enero de 1955, o antes	S/.22,083.37
La suma de S/.22,083.33 el primer día de cada mes subsiguiente, o antes, hasta el 1º de Diciembre de 1955, inclusive; cuyos pagos totalizarán	242,916.63
Total	S/.265,000.00

Además de los aportes anteriormente estipulados, el Gobierno de la República del Perú depositará al crédito del SCEP, la suma de S/.114,000.00 (Ciento Catorce Mil Soles) en moneda peruana, cuando se disponga de los fondos y a medida que se cuente con ellos, pero en todo caso dentro del período arriba fijado.

4. Más tarde las dos partes contratantes podrán contribuir con fondos adicionales para el programa, en virtud de acuerdos entre el Ministro y el Jefe de la Misión, por las personas designadas por ellos o por cualesquiera otros representantes autorizados de los dos Gobiernos. Las disposiciones del presente Artículo VI serán aplicables a cualquiera de estos aportes económicos que se efectúen en el futuro.

5. Con respecto a los aportes que habrían de depositarse al crédito del SCEP, se entiende que dichos depósitos serán efectuados regularmente por los dos Gobiernos, al mismo tiempo y en cantidades proporcionalmente equivalentes. Cada depósito efectuado al crédito del SCEP por cualquiera de las partes contratantes, podrá retirarse o desembolsarse sólo después de haberse realizado el correspondiente depósito convenido de la otra parte contratante. Los fondos depositados por cualquiera de las partes se devolverán a la parte contribuyente antes de efectuarse la distribución a que se contrae el inciso 5 del Artículo IX del presente Acuerdo, si el depósito correspondiente al aporte respectivo de la otra parte no se hubiese hecho.

6. Los fondos proporcionados en virtud de los incisos 2, 3 y 4 del presente Artículo VI quedarán disponibles para la adquisición de útiles, materiales y equipos para contratar especialistas adicionales; y para otros servicios personales permanentes o a contrato; y para cualesquiera otras necesidades del programa.

7. Los fondos depositados al crédito del SCEP podrán mantenerse en el Banco o Bancos que de común acuerdo seleccionen los Co-Directores y serán utilizados solamente para los fines de este Acuerdo. No podrá retirarse suma alguna de los fondos del SCEP para ningún objeto, salvo mediante cheque u otro documento apropiado firmado por los Co-Directores. Los Co-Directores incluirán en el Acuerdo sobre depósitos que se celebre con cualquier Banco, una estipulación en la que el Banco se obligará a reponer al SCEP cualquier cantidad que fuere pagada con los fondos del SCEP contra cualquier documento que no fuere un cheque u otro documento apropiado firmado por los Co-Directores.

ARTICULO VII. CONTRIBUCIONES ADICIONALES

1. Los proyectos que habrán de llevarse a cabo en virtud de este Acuerdo podrán contar con la colaboración de dependencias nacionales, departamentales y provinciales de la República del Perú, así como de organismos de carácter público o privado en el Perú y en los Estados Unidos, y de organizaciones internacionales de las cuales los Estados Unidos y la República del Perú sean miembros integrantes. Por acuerdo entre los Co-Directores, las contribuciones de fondos, bienes, servicios o facilidades efectuadas por una o ambas partes contratantes, o por cualesquiera de tales terceras partes, podrán ser aceptadas por el SCEP para ser aplicadas al fomento del programa cooperativo de servicio del empleo, además de los fondos, propiedades y facilidades que se requiere sean contribuidas en el Artículo VI.

2. El Gobierno de la República del Perú, además de la contribución de fondos estipulada en el inciso 3 del Artículo VI del presente Acuerdo, podrá por su propia cuenta:

- a) Nombrar especialistas y otro personal necesario para colaborar con la Misión;
- b) Proporcionar oficinas, muebles y enseres, materiales, equipo, útiles, servicios y otras facilidades de este tipo para dicho programa, de acuerdo con sus posibilidades;
- c) Proporcionar la ayuda general de otras dependencias del Gobierno de la República del Perú para la ejecución del programa cooperativo.

ARTICULO VIII. OPERACIONES DEL PROYECTO

1. El programa cooperativo para un servicio del empleo establecido en virtud del presente Acuerdo constará de una serie de proyectos planeados y administrados conjuntamente por los Co-Directores. Cada proyecto será formulado en un acuerdo escrito, que será firmado por los Co-Directores, determinando el trabajo por realizarse, proporcionará los fondos necesarios de las sumas de dinero puesto a disposición del SCEP y podrá incluir cualesquiera otros asuntos que las partes contratantes deseen involucrar. Los Co-Directores podrán celebrar acuerdos de proyecto con otros Ministerios o dependencias del Gobierno del Perú para establecer la administración de proyectos por tales otras dependencias.

2. A la terminación de los trabajos comprendidos en cualquier proyecto se formulará y será firmado por los Co-Directores, un Memorándum de Cumplimiento de Proyecto, el cual indicará la labor realizada, los objetivos perseguidos, los gastos efectuados, los problemas que se hubieran presentado y solucionado y los resultados obtenidos.

3. La selección de especialistas, técnicos y otros en el campo de las actividades de un servicio público del empleo, quienes puedan ser enviados para su entrenamiento a los Estados Unidos de América u otro lugar por cuenta del SCEP en cumplimiento de este programa, así como las actividades dentro de dicho entrenamiento en las cuales puedan participar, serán determinados por los Co-Directores conjuntamente.

4. La política general y los procedimientos administrativos que regirán el programa cooperativo, la realización de proyectos, y las operaciones del SCEP, tales como el desembolso y contabilización de fondos, el asumir obligaciones del SCEP, la compra, uso, inventario, control y dispoción de bienes, el nombramiento

y separación de funcionarios y otro personal del SCEP, y los términos y condiciones de su empleo, y todos los otros asuntos de índole administrativa, serán determinados por los Co-Directores.

5. Todos los contratos y otros instrumentos y documentos relacionados con la ejecución de proyectos comprendidos en este Acuerdo se celebrarán en nombre del SCEP y serán firmados por los Co-Directores. Los libros y registros del SCEP relativos al programa cooperativo podrán en todo momento ser revisados por los representantes debidamente autorizados, tanto del Gobierno de la República del Perú como del Gobierno de los Estados Unidos. Los Co-Directores rendirán un Informe Anual sobre las actividades del SCEP a los dos Gobiernos y cualquier otro informe, a intervalos convenientes.

6. Cualquier atribución conferida por medio del presente Acuerdo a los Co-Directores podrá ser delegada por cualquiera de ellos a cualquiera de sus respectivos asistentes, siempre que cada persona objeto de la delegación sea satisfactoria a la otra parte. Dicha delegación de poderes no limitará el derecho de ninguno de los Co-Directores para someter cualquier asunto directamente a la otra parte a fin de discutirlo y decidirlo.

ARTICULO IX. DISPOSICIONES FISCALES ADICIONALES

1. Todos los fondos depositados al crédito del SCEP, en virtud del presente Acuerdo, continuarán a disposición del programa cooperativo de servicio del empleo, durante la vigencia de este Acuerdo, sin ceñirse a períodos anuales o ejercicios fiscales de cualquiera de las dos partes contratantes.

2. Los títulos de propiedad de todos los materiales, equipo y útiles adquiridos para el SCEP por el Gobierno de los Estados Unidos con fondos proporcionados al SCEP, pero retenidos del depósito al crédito del SCEP, pasarán al SCEP en el momento en que estos títulos sean cedidos por el vendedor, salvo que se acuerde de manera distinta por los Co-Directores. La propiedad adquirida por el SCEP será utilizada únicamente para dar impulso a este Acuerdo y cualquiera de tales propiedades que quedare al finalizar este programa cooperativo se pondrá a disposición del Gobierno del Perú.

3. Los ingresos de las operaciones del SCEP, los intereses que se recauden sobre los fondos del SCEP y cualquier incremento del activo del SCEP de cualquier origen o naturaleza, se dedicarán al fomento del programa cooperativo y no podrán abonarse a cuenta de los aportes de ninguna de las dos partes.

4. Los fondos depositados por el Gobierno de los Estados Unidos al crédito del SCEP serán convertidos a Soles al tipo de cambio más alto que sea lícito en el Perú en el momento de la conversión.

5. Cualquier saldo de los fondos del SCEP no gastado ni gravado a la expiración del programa cooperativo de servicio del empleo, salvo que las partes contratantes pacten lo contrario por escrito, deberá ser restituido a las partes contratantes en proporción a los respectivos aportes hechos por el Gobierno de los Estados Unidos y el Gobierno de la República del Perú en cumplimiento del presente Acuerdo y las prórrogas y modificaciones que cada cierto tiempo pudieran pactarse.

ARTICULO X. DERECHOS Y FRANQUICIAS

1. El Gobierno de la República del Perú otorgará al SCEP y a todo el personal empleado por el SCEP, todos los derechos y privilegios de que gozan las otras dependencias del Ministerio y su personal. Tales derechos y privilegios, en lo referente a comunicaciones, transportes, exoneración de impuestos, tributos y timbres, se otorgarán también a las dependencias y personal de los Estados Unidos que trabajen en operaciones relacionadas con el Acuerdo sobre el servicio cooperativo del empleo, así como a la propiedad utilizada para estos fines.

2. Los útiles, equipo y materiales aportados al SCEP por el Gobierno de los Estados Unidos de América, ya sea directamente o por contrato con una organización pública o privada, serán admitidos en el Perú libres de cualesquiera derechos aduaneros y de importación.

3. Todo el personal del Gobierno de los Estados Unidos empleado ya sea directamente o por contrato celebrado con una organización pública o privada que se encuentre en el Perú dedicado a la ejecución del programa cooperativo de servicio del empleo y cuyo ingreso al país haya sido aprobado por el Gobierno del Perú a mérito del Artículo IV de este Acuerdo, estarán exentos del pago de impuestos sobre la renta y contribuciones del seguro social, acotados de conformidad con las leyes del Perú, respecto a la renta sobre la cual están obligados a abonar impuestos a la renta o contribuciones de seguro social al Gobierno de los Estados Unidos; e igualmente del pago de impuestos sobre los bienes muebles destinados a su propio uso, y, salvo lo que pueda acordarse posteriormente en otro sentido, del pago de derechos de aduana y de importación sobre sus efectos personales o domésticos que importen al país para su propio uso y de los miembros de sus familias.

4. Los dos Gobiernos establecerán un procedimiento mediante el cual el Gobierno de la República del Perú depositará, apartará o garantizará la inalienabilidad de todos los fondos asignados al presente programa, o que provenga del mismo, a fin de que dichos fondos no puedan ser materia de litigio, embargo, comiso u otro proceso legal por ninguna persona, empresa, dependencia, corporación, organización o Gobierno, cuando el Gobierno de la República del Perú sea informado por el Gobierno de los Estados Unidos de América que dicha acción judicial interferiría los objetivos del programa.

ARTICULO XI. INMUNIDADES

Las partes declaran reconocer que las agencias y las dependencias fiscalizadas del Gobierno de los Estados Unidos comprometidas en actividades en el Perú en virtud del presente Acuerdo, tienen derecho a participar ampliamente de todos los privilegios e inmunidades, inclusive la inmunidad contra acción judicial en las Cortes del Perú de que goza el Gobierno de los Estados Unidos.

ARTICULO XII. ACCION LEGISLATIVA Y EJECUTIVA

El Gobierno de la República del Perú se empeñará en que se dicte la legislación y se asegure la acción ejecutiva que pueda requerirse para dar cumplimiento a los términos del presente Acuerdo.

ARTICULO XIII. VIGENCIA Y DURACION

Podrá hacerse referencia al presente Acuerdo como el "Acuerdo para un Programa Cooperativo de Servicio del Empleo". Entrará en vigencia a partir de la fecha que sea firmado y continuará en vigor hasta el treinta y uno de Diciembre de mil novecientos cincuenta y seis, o hasta noventa días después de la fecha en que cualquiera de los dos Gobiernos haya notificado, por escrito, al otro Gobierno su intención de darle término, cualquiera que sea la fecha anterior y siempre que, sin embargo, las obligaciones de las partes contratantes según este Acuerdo se sujeten a la disponibilidad de fondos que para cumplir con los objetivos de este programa tengan ambas partes contratantes y al acuerdo a que posteriormente llegarán las partes respecto al inciso 4 del Artículo VI del presente Acuerdo.

Hecho en duplicado en idioma Inglés y en duplicado en idioma Castellano, en Lima, a los treinta y un días del mes de Diciembre de mil novecientos cincuenta y cuatro.

POR EL GOBIERNO DE LA REPUBLICA DEL PERU:

D. F. AGUILAR

Ministro de Relaciones Exteriores

VICTOR A CASAGRANDI

Ministro de Trabajo y Asuntos Indigenas

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

E. A. GILMORE, JR.

Encargado de Negocios a. i.

J R NEALE

*Director, Misión de Operaciones Extranjeras de los Estados Unidos
de América en el Perú*

[SEAL]

[SEAL]

MULTILATERAL SOUTHEAST ASIA COLLECTIVE DEFENSE

*Treaty and protocol signed at Manila September 8, 1954;
Ratification advised by the Senate of the United States of America
February 1, 1955;
Ratified by the President of the United States of America February 4,
1955;
Ratification of the United States of America deposited with the Govern-
ment of the Republic of the Philippines February 19, 1955;
Proclaimed by the President of the United States of America March 2,
1955;
Entered into force February 19, 1955.*

TIAS 3170
Sept. 8, 1954

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the Southeast Asia Collective Defense Treaty and a Protocol relating thereto were signed at Manila on September 8, 1954 by the respective Plenipotentiaries of the United States of America, Australia, France, New Zealand, Pakistan, the Republic of the Philippines, the Kingdom of Thailand, and the United Kingdom of Great Britain and Northern Ireland;

WHEREAS the texts of the said Treaty and the said Protocol, in the English language, are word for word as follows:

T 6 993.
69 Stat. 1031.

Southeast Asia Collective Defense Treaty

The Parties to this Treaty,

Recognizing the sovereign equality of all the Parties,

Reiterating their faith in the purposes and principles set forth in the Charter of the United Nations and their desire to live in peace with all peoples and all governments,

Reaffirming that, in accordance with the Charter of the United Nations, they uphold the principle of equal rights and self-determination of peoples, and declaring that they will earnestly strive by every peaceful means to promote self-government and to secure the independence of all countries whose peoples desire it and are able to undertake its responsibilities,

Desiring to strengthen the fabric of peace and freedom and to uphold the principles of democracy, individual liberty and the rule of law, and to promote the economic well-being and development of all peoples in the treaty area,

Intending to declare publicly and formally their sense of unity, so that any potential aggressor will appreciate that the Parties stand together in the area, and

Desiring further to coordinate their efforts for collective defense for the preservation of peace and security,

Therefore agree as follows:

ARTICLE I

The Parties undertake, as set forth in the Charter of the United Nations, to settle any international disputes in which they may be involved by peaceful means in such a manner that international peace and security and justice are not endangered, and to refrain in their international relations from the threat or use of force in any manner inconsistent with the purposes of the United Nations.

ARTICLE II

In order more effectively to achieve the objectives of this Treaty, the Parties, separately and jointly, by means of continuous and effective self-help and mutual aid will maintain and develop their individual and collective capacity to resist armed attack and to prevent and counter subversive activities directed from without against their territorial integrity and political stability.

ARTICLE III

The Parties undertake to strengthen their free institutions and to cooperate with one another in the further development of economic measures, including technical assistance, designed both to promote economic progress and social well-being and to further the individual and collective efforts of governments toward these ends.

ARTICLE IV

1. Each Party recognizes that aggression by means of armed attack in the treaty area against any of the Parties or against any State or territory which the Parties by unanimous agreement may hereafter designate, would endanger its own peace and safety, and agrees that it will in that event act to meet the common danger in accordance with its constitutional processes. Measures taken under this paragraph shall be immediately reported to the Security Council of the United Nations.

2. If, in the opinion of any of the Parties, the inviolability or the integrity of the territory or the sovereignty or political independence of any Party in the treaty area or of any other State or territory to which the provisions of paragraph 1 of this Article from time to time apply is threatened in any way other than by armed attack or is affected or threatened by any fact or situation which might endanger the peace of the area, the Parties shall consult immediately in order to agree on the measures which should be taken for the common defense.

3. It is understood that no action on the territory of any State designated by unanimous agreement under paragraph 1 of this Article or on any territory so designated shall be taken except at the invitation or with the consent of the government concerned.

ARTICLE V

The Parties hereby establish a Council, on which each of them shall be represented, to consider matters concerning the implementation of this Treaty. The Council shall provide for consultation with regard to military and any other planning as the situation obtaining in the treaty area may from time to time require. The Council shall be so organized as to be able to meet at any time.

ARTICLE VI

This Treaty does not affect and shall not be interpreted as affecting in any way the rights and obligations of any of the Parties under the Charter of the United Nations or the responsibility of

the United Nations for the maintenance of international peace and security. Each Party declares that none of the international engagements now in force between it and any other of the Parties or any third party is in conflict with the provisions of this Treaty, and undertakes not to enter into any international engagement in conflict with this Treaty.

ARTICLE VII

Any other State in a position to further the objectives of this Treaty and to contribute to the security of the area may, by unanimous agreement of the Parties, be invited to accede to this Treaty. Any State so invited may become a Party to the Treaty by depositing its instrument of accession with the Government of the Republic of the Philippines. The Government of the Republic of the Philippines shall inform each of the Parties of the deposit of each such instrument of accession.

ARTICLE VIII

As used in this Treaty, the "treaty area" is the general area of Southeast Asia, including also the entire territories of the Asian Parties, and the general area of the Southwest Pacific not including the Pacific area north of 21 degrees 30 minutes north latitude. The Parties may, by unanimous agreement, amend this Article to include within the treaty area the territory of any State acceding to this Treaty in accordance with Article VII or otherwise to change the treaty area.

ARTICLE IX

1. This Treaty shall be deposited in the archives of the Government of the Republic of the Philippines. Duly certified copies thereof shall be transmitted by that government to the other signatories.

2. The Treaty shall be ratified and its provisions carried out by the Parties in accordance with their respective constitutional processes. The instruments of ratification shall be deposited as soon as possible with the Government of the Republic of the Philippines, which shall notify all of the other signatories of such deposit.

3. The Treaty shall enter into force between the States which have ratified it as soon as the instruments of ratification of a majority of the signatories shall have been deposited, and shall come into effect with respect to each other State on the date of the deposit of its instrument of ratification.

ARTICLE X

This Treaty shall remain in force indefinitely, but any Party may cease to be a Party one year after its notice of denunciation has been given to the Government of the Republic of the Philippines, which shall inform the Governments of the other Parties of the deposit of each notice of denunciation.

ARTICLE XI

The English text of this Treaty is binding on the Parties, but when the Parties have agreed to the French text thereof and have so notified the Government of the Republic of the Philippines, the French text shall be equally authentic and binding on the Parties.

UNDERSTANDING OF THE UNITED STATES OF AMERICA

The United States of America in executing the present Treaty does so with the understanding that its recognition of the effect of aggression and armed attack and its agreement with reference thereto in Article IV, paragraph 1, apply only to communist aggression but affirms that in the event of other aggression or armed attack it will consult under the provisions of Article IV, paragraph 2.

In witness whereof, the undersigned Plenipotentiaries have signed this Treaty.

Done at Manila, this eighth day of September, 1954.

FOR AUSTRALIA:

R. G. CASEY.

FOR FRANCE:

G. LA CHAMBRE

FOR NEW ZEALAND:

CLIFTON WEBB

FOR PAKISTAN: Signed for transmission to my Government for its consideration and action in accordance with the Constitution of Pakistan.

ZAFRULLA KHAN

FOR THE REPUBLIC OF THE PHILIPPINES:

CARLOS P GARCIA

FRANCISCO A. DELGADO.

TOMÁS L. CABILI

LORENZO M. TAÑADA

CORNELIO T. VILLAREAL

FOR THE KINGDOM OF THAILAND:

**WAN WAI THAYAKON
KROMMUN NARADHIP BONGSPRABANDH**

**FOR THE UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND:**

READING

FOR THE UNITED STATES OF AMERICA:

**JOHN FOSTER DULLES
H. ALEXANDER SMITH
MICHAEL J. MANSFIELD**

I CERTIFY THAT the foregoing is a true copy of the Southeast Asia Collective Defense Treaty concluded and signed in the English language at Manila, on September 8, 1954, the signed original of which is deposited in the archives of the Government of the Republic of the Philippines.

IN TESTIMONY WHEREOF, I, RAUL S. MANGLAPUS, Undersecretary of Foreign Affairs of the Republic of the Philippines, have hereunto set my hand and caused the seal of the Department of Foreign Affairs to be affixed at the City of Manila, this 14th day of October, 1954.

RAUL S. MANGLAPUS

Raul S. Manglapus
Undersecretary of Foreign Affairs

[SEAL]

**Protocol to the Southeast Asia Collective
Defense Treaty**

Designation of States and Territory as to which provisions of Article IV and Article III are to be applicable

The Parties to the Southeast Asia Collective Defense Treaty unanimously designate for the purposes of Article IV of the Treaty the States of Cambodia and Laos and the free territory under the jurisdiction of the State of Vietnam.

The Parties further agree that the above mentioned states and territory shall be eligible in respect of the economic measures contemplated by Article III.

This Protocol shall enter into force simultaneously with the coming into force of the Treaty.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries have signed this Protocol to the Southeast Asia Collective Defense Treaty.

Done at Manila, this eighth day of September, 1954.

FOR AUSTRALIA:

R. G. CASEY.

FOR FRANCE:

G. LA CHAMBRE

FOR NEW ZEALAND:

CLIFTON WEBB

FOR PAKISTAN: Signed for transmission to my Government for its consideration and action in accordance with the Constitution of Pakistan.

ZAFRULLA KHAN

FOR THE REPUBLIC OF THE PHILIPPINES:

CARLOS P GARCIA

FRANCISCO A DELGADO.

TOMÁS L. CABILI

LORENZO M. TAÑADA

CORNELIO T. VILLAREAL

FOR THE KINGDOM OF THAILAND:

WAN WATHAYAKON
KROMMUN NARADHIP BONGSPRABANDH

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND:

READING

FOR THE UNITED STATES OF AMERICA:

JOHN FOSTER DULLES
H ALEXANDER SMITH
MICHAEL J. MANSFIELD

I CERTIFY THAT the foregoing is a true copy of the Protocol to the South-east Asia Collective Defense Treaty concluded and signed in the English language at Manila, on September 8, 1954, the signed original of which is deposited in the archives of the Government of the Republic of the Philippines.

IN TESTIMONY WHEREOF, I, RAUL S. MANGLAPUS, Undersecretary of Foreign Affairs of the Republic of the Philippines, have hereunto set my hand and caused the seal of the Department of Foreign Affairs to be affixed at the City of Manila, this 14th day of October, 1954.

RAUL S. MANGLAPUS

Raul S. Manglapus
Undersecretary of Foreign Affairs

[SEAL]

WHEREAS the Senate of the United States of America by their resolution of February 1, 1955, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Treaty and the said Protocol;

WHEREAS the said Treaty and the said Protocol were duly ratified by the President of the United States of America on February 4, 1955, in pursuance of the aforesaid advice and consent of the Senate;

WHEREAS it is provided in Article IX of the said Treaty that the Treaty shall enter into force between the States which have ratified it as soon as the instruments of ratification of a majority of the signatories shall have been deposited, and it is provided in the said Protocol that the Protocol shall enter into force simultaneously with the coming into force of the Treaty;

WHEREAS instruments of ratification of the said Treaty and the said Protocol were deposited with the Government of the Republic

of the Philippines on December 2, 1954 by the Kingdom of Thailand, and on February 19, 1955 by the United States of America, Australia, France, New Zealand, Pakistan, the Republic of the Philippines, and the United Kingdom of Great Britain and Northern Ireland;

AND WHEREAS, pursuant to the aforesaid provision of Article IX of the said Treaty and the aforesaid provision of the said Protocol, the Treaty and the Protocol entered into force on February 19, 1955;

Now, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the Southeast Asia Collective Defense Treaty and the Protocol relating thereto to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after February 19, 1955, 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 caused the Seal of the United States of America to be hereunto affixed.

DONE at the city of Washington this second day of March in the year of our Lord one thousand nine hundred fifty-five and of the Independence of the United States of America the one hundred seventy-ninth.

DWIGHT D EISENHOWER

By the President:

HERBERT HOOVER Jr

Acting Secretary of State

MULTILATERAL PACIFIC CHARTER

Dated at Manila September 8, 1954.

TIAS 3171
Sept. 8, 1954

Pacific Charter

The Delegates of Australia, France, New Zealand, Pakistan, the Republic of the Philippines, the Kingdom of Thailand, the United Kingdom of Great Britain and Northern Ireland, and the United States of America,

DESIRING to establish a firm basis for common action to maintain peace and security in Southeast Asia and the Southwest Pacific,

CONVINCED that common action to this end, in order to be worthy and effective, must be inspired by the highest principles of justice and liberty,

Do HEREBY PROCLAIM:

First, in accordance with the provisions of the United Nations Charter, they uphold the principle of equal rights and self-determination of peoples and they will earnestly strive by every peaceful means to promote self-government and to secure the independence of all countries whose peoples desire it and are able to undertake its responsibilities;

Second, they are each prepared to continue taking effective practical measures to ensure conditions favorable to the orderly achievement of the foregoing purposes in accordance with their constitutional processes;

Third, they will continue to cooperate in the economic, social and cultural fields in order to promote higher living standards, economic progress and social well-being in this region;

Fourth, as declared in the Southeast Asia Collective Defense Treaty, they are determined to prevent or counter by appropriate means any attempt in the treaty area to subvert their freedom or to destroy their sovereignty or territorial integrity.

TIAS 993; 59 Stat.

1031.

TIAS 3170; *ante.*

p. 81.

PROCLAIMED at Manila, this eighth day of September, 1954.

R. G. C.

DELEGATE OF AUSTRALIA

G L

DELEGATE OF FRANCE

C W.

DELEGATE OF NEW ZEALAND

ZAFRULLA KHAN

DELEGATE OF PAKISTAN

CARLOS P GARCIA

FRANCISCO A. DELGADO

TOMÁS L. CABILI

LORENZO M. TANADA

CORNELIO T. VILLAREAL

DELEGATES OF THE REPUBLIC OF THE PHILIPPINES

WAN WAITHAYAKON

KROMMUN NARADHIP BONGSPRABANDH

DELEGATE OF THE KINGDOM OF THAILAND

ad referendum READING

DELEGATE OF THE UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND

JOHN FOSTER DULLES

H. ALEXANDER SMITH

MICHAEL J. MANSFIELD

DELEGATES OF THE UNITED STATES OF AMERICA

I CERTIFY THAT the foregoing is a true copy of the Pacific Charter concluded and signed in the English language at Manila, on September 8, 1954, the signed original of which is deposited in the archives of the Government of the Republic of the Philippines.

IN TESTIMONY WHEREOF, I, RAUL S. MANGLAPUS, Undersecretary of Foreign Affairs of the Republic of the Philippines, have hereunto set my hand and caused the seal of the Department of Foreign Affairs to be affixed at the City of Manila, this 14th day of October, 1954.

RAUL S. MANGLAPUS

Raul S. Manglapus

Undersecretary of Foreign Affairs

[SEAL]

SWITZERLAND/LIECHTENSTEIN

PASSPORT VISA FEES

Agreement effected by exchanges of notes

Dated at Washington October 22 and 31 and November 4 and 13, 1947; and Entered into force November 13, 1947.

TIAS 3172
Oct. 22, 31,
and Nov. 4, 13,
1947

The Secretary of State to the Swiss Minister

The Secretary of State presents his compliments to the Honorable the Minister of Switzerland and has the honor to refer to discussions had between a member of the staff of the Department of State and of the Legation of Switzerland concerning the question of nonimmigrant passport visa requirements for American citizens and for Swiss nationals.

A reciprocal nonimmigrant passport visa arrangement was concluded, effective June 1, 1925, [1] between the Government of the United States and the Government of Switzerland, the latter Government also acting as the duly empowered representative of the Principality of Liechtenstein, whereby visa requirements were waived for American citizens entering Switzerland and the Principality of Liechtenstein, and the fees for nonimmigrant passport visas and applications therefor were waived for Swiss nationals and subjects of the Principality of Liechtenstein granted passport visas with which to apply for admission into the United States and its possessions as nonimmigrants.

The Government of Switzerland, on September 5, 1939, informed the Government of the United States that on and after that date American citizens entering Switzerland and the Principality of Liechtenstein would be required to be in possession of valid visas given only upon a special authorization by the Federal Department of Justice and Police in Bern; the Government of the United States being subsequently informed that no fees were to be charged American citizens for the visaing of their American passports.

The Government of the United States understands that the Government of Switzerland will consider the question of waiving

¹ Effectuated by exchange of notes signed May 11, 1925. Not printed.

visa requirements, but not passport requirements, for American citizens proceeding to Switzerland who desire to remain therein for a temporary period of time.

Should the Government of Switzerland decide to waive visa requirements, but not passport requirements, for American citizens proceeding to Switzerland and the Principality of Liechtenstein, the Government of the United States would be unable to accord identical courtesies to Swiss nationals and subjects of the Principality of Liechtenstein proceeding to the United States and its possessions because of the provisions of Section 30, Alien Registration Act of 1940, approved June 28, 1940 (54 Stat. 673), which require that each alien entering the United States, except in emergency cases, be in possession of a valid visa or other valid permit to enter. However, the Government of the United States will consider the question of granting passport visas without fees and valid for any number of applications for admission into the United States within a period of 24 months from date of issuance, instead of the present 12 months' period of validity of such visas, to Swiss nationals and subjects of the Principality of Liechtenstein who are proceeding to the United States and its possessions for business or pleasure purposes, and who are *bona fide* nonimmigrants within the meaning of the immigration laws of the United States, provided the passport of the bearer remains valid during the period of validity of the visa. All other classes of nonimmigrant passport visas granted Swiss nationals and subjects of the Principality of Liechtenstein will continue to be valid, as at present, for a period of 12 months, provided the passport of the bearer remains valid for that period of time.

The period of validity of a visa relates only to the period within which it may be used in connection with an application for admission at a port of entry into the United States and its possessions, and not to the length of stay in the United States which may be permitted the bearer after he is admitted. The period of each stay would, as at present, continue to be determined by the immigration authorities.

The fee for an immigration visa to permit an alien to apply for admission into the United States and its possessions with the privilege of residing permanently therein is \$10.00. The amount of this fee is prescribed by the Immigration Act of 1924, and it may not be changed on the basis of a reciprocal arrangement.

H J L

DEPARTMENT OF STATE,

Washington, October 22, 1947

*The Swiss Minister to the Secretary of State*LÉGATION DE SUISSE
WASHINGTON, D. C.

OCTOBER 31, 1947

SIR:

I have the honor to refer to your note of October 22, 1947, relative to the question of nonimmigrant passport visa requirements for United States citizens and for Swiss nationals.

In this note the Department of State offered to grant passport visas without fees and valid for any number of applications for admission into the United States within a period of twenty-four months from date of issuance to Swiss nationals and subjects of the Principality of Liechtenstein who are proceeding to the United States and its possessions for business or pleasure purposes and who are bona fide nonimmigrants within the meaning of the immigration laws of the United States, provided the passport of the bearer remains valid during the period of validity of the visa, if the Government of Switzerland should be willing to waive visa requirements, but not passport requirements, for United States citizens proceeding to Switzerland and the Principality of Liechtenstein.

This question was submitted to the Swiss Federal Department of Justice and Police, and I have the honor to inform you that the Government of Switzerland and the Principality of Liechtenstein have decided to waive visa requirements, but not passport requirements, as from December 1, 1947, for United States citizens who are proceeding to Switzerland and the Principality of Liechtenstein for business or pleasure purposes, but not for United States citizens who intend to take permanent residence and employment there.

I would appreciate receiving confirmation that as from December 1, 1947, the Government of the United States will grant passport visas to Swiss nationals and subjects of the Principality of Liechtenstein, as stated in the Department's note of October 22, 1947, under reference.

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

BRUGGMANN

The Honorable
GEORGE C. MARSHALL
Secretary of State

The Swiss Minister to the Secretary of State

LÉGATION DE SUISSE
WASHINGTON D. C.

NOVEMBER 4, 1947

SIR:

I refer to my note of October 31, 1947, in which I had the honor to inform you of the decision of the Governments of Switzerland and the Principality of Liechtenstein to waive visa requirements, but not passport requirements, as from December 1, 1947, for United States citizens who are proceeding to Switzerland and the Principality of Liechtenstein for business or pleasure purposes, but not for United States citizens who intend to take permanent residence and employment there. A copy of the note under reference is attached for convenience.

Ante, p. 95.

The decision of the Governments of Switzerland and Liechtenstein had originally been intended to become effective on November 15, 1947. However, it was understood that the Government of the United States would not be able to instruct all its representatives by that date on the question of the granting of passport visas without fees to Swiss nationals and subjects of the Principality of Liechtenstein, as offered in the Department of State's note of October 22, 1947. I, therefore, thought it advisable to recommend that the date be set for December 1, 1947, and I reported accordingly to the competent Swiss authorities.

In a communication just received from the Swiss Federal Department of Justice and Police I am informed that the decision to waive visa requirements is due to come into effect on November 15, 1947, by agreements concluded between Switzerland and several countries. The Swiss Government wishes to maintain that date for all countries, including the United States. I would therefore request that the date indicated in my note of October 31, 1947, be changed from December 1, 1947, to November 15, 1947.

The Swiss authorities are aware of the difficulty which the dispatching of the necessary instructions to American representatives on such short notice will entail for the Department of State. Therefore, the Governments of Switzerland and the Principality of Liechtenstein are agreeable to the facilities offered by the

United States Government coming into effect only on December 1, 1947.

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

BRUGGMANN

The Honorable

GEORGE C. MARSHALL

Secretary of State

—
The Secretary of State to the Swiss Minister

The Secretary of State presents his compliments to the Honorable the Minister of Switzerland and refers to his note of November 4, 1947, wherein it is stated that the Governments of Switzerland and the Principality of Liechtenstein have decided to waive visa requirements, but not passport requirements, as from November 15, 1947, for American citizens who are proceeding to Switzerland and the Principality of Liechtenstein for business or pleasure purposes, but not for American citizens who intend to reside permanently or to take employment therein.

In the light of the action taken by the Governments of Switzerland and the Principality of Liechtenstein, the Government of the United States has instructed all appropriate American diplomatic and consular officers that on and after December 1, 1947, passport visas will be granted without fees and valid for any number of applications for admission into the United States within a period of 24 months from date of issuance, to Swiss nationals and subjects of the Principality of Liechtenstein who are proceeding to the United States and its possessions for business or pleasure purposes, and who are *bona fide* nonimmigrants within the meaning of the immigration laws of the United States, provided the passport of the bearer remains valid during the period of validity of the visa. All other classes of nonimmigrant passport visas granted Swiss nationals and subjects of the Principality of Liechtenstein will continue to be valid, as at present, for a period of 12 months, provided the passport of the bearer remains valid for that period of time.

H J L

DEPARTMENT OF STATE,
Washington, November 13 1947

GREECE

Defense: Offshore Procurement Program

*Agreement effected by exchange of notes
Dated at Athens October 14 and November 12, 1954;
Entered into force November 12, 1954.*

TIAS 3173
Oct. 14 and
Nov. 12, 1954

The American Embassy to the Greek Ministry for Foreign Affairs

No. 116

The Embassy of the United States of America presents its compliments to the Royal Ministry for Foreign Affairs and has the honor to refer to the exchange of notes of July 30, 1954 constituting the agreement between the Greek and American Governments concerning the basic principles and policies governing the Offshore Procurement Program in Greece and particularly the procedures and interpretations relating to future inter-governmental contracts under this program. There is enclosed the text of a signature sheet to be added at the end of the model contract accompanying the Embassy's note mentioned above and it would be appreciated if the Ministry would confirm that this text meets with its approval.

TIAS 3034.
5 UST, pt. 2, p. 1554.

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

AMERICAN EMBASSY,
Athens, October 14, 1954

Enclosures:

Two copies of signature sheet.

To the

ROYAL MINISTRY FOR FOREIGN AFFAIRS,
Athens

SIGNATURE SHEET FOR MODEL CONTRACT BETWEEN THE GREEK
AND UNITED STATES GOVERNMENTS FOR OFFSHORE PROCUREMENT PROGRAM

The rights and obligations of the parties to this Contract shall be subject to and governed by the Cover Sheet, the Schedule consisting of . . . numbered pages, the General Provisions consisting of . . . numbered pages and this Signature Sheet. To the extent of any inconsistency between the Schedule or the General Provisions, and any specifications or other provisions which are made a part of this Contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. It is agreed that quotations and/or conversations leading up to and during the negotiations of this Contract have been consummated by signing this Contract which, together with the Memorandum of Understanding of July 30, 1954 and the Agreements referenced therein, constitutes the entire agreement between the parties hereto. The provisions of this Contract shall be interpreted on the basis of the laws of the United States and the English language version of the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

FOR THE UNITED STATES OF AMERICA BY	FOR THE KINGDOM OF GREECE BY
. (Contracting Officer) (Authorised Officer)
.	FOR (Authority)
. (Address)	

The Greek Ministry for Foreign Affairs to the American Embassy

MINISTÈRE ROYAL
DES AFFAIRES ETRANGÈRES [1]
Nº 3631

NOTE VERBALE

The Ministry for Foreign Affairs presents its compliments to the United States Embassy and referring to its Note Verbale n° 116, dated October 14, has the honour to confirm that the signature sheet to be added at the end of the model contract accompanying the United States Embassy letter dated July 30, 1954 meets with the approval of the competent hellenic authorities.

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

[SEAL] ATHENS, November 12, 1954

To THE UNITED STATES EMBASSY

En Ville



¹ Royal Ministry for Foreign Affairs.

NETHERLANDS

NORTH ATLANTIC TREATY

Stationing of United States Armed Forces in the Netherlands

*Agreement, with annex,
Effectuated by exchange of notes
Signed at The Hague August 13, 1954;
Entered into force November 16, 1954.*

TIAS 3174
Aug 13, 1954

The American Ambassador to the Netherlands Minister for Foreign Affairs and the Netherlands Minister without Portfolio

No. 78

EXCELLENCIES:

I have the honor to refer to our recent discussions regarding the manner in which our two Governments, as parties to the North Atlantic Treaty, may further the objectives of Article III of that Treaty to strengthen their individual and collective capacity to resist armed attack through the stationing of United States armed forces in The Netherlands. I have the honor to inform Your Excellencies that the Government of the United States is willing to conclude with the Government of The Netherlands an agreement on the following terms.

TIAS 1964.
63 Stat., pt. 2, p.
2242.

1. The Governments of the United States and the Netherlands agree that the United States Government may station its forces in The Netherlands, as may be mutually determined, in furtherance of the objectives of the North Atlantic Treaty.

2. The Netherlands Government will, without cost to the United States, provide land areas and utilities connections, including access roads, agreed to be necessary for the purposes of this agreement. The other expenses involved in carrying out this agreement shall be borne by the United States and the Netherlands Governments in proportions to be determined between them. Use of the utilities and services required by United States forces will be facilitated by the Netherlands Government. When at the expense of the United States Government, charges for the use of

such utilities and charges for services requested and rendered will be no higher than those paid by the Netherlands armed services.

3. Title to removable equipment, materials and supplies brought into, or acquired in, The Netherlands by or on behalf of the United States in connection with this agreement will remain in the United States Government. This property will be free from all duties, inspections and other restrictions, whether on import or export, and from all taxes. At the termination of any operation under this agreement, the United States will be compensated by the Netherlands Government for the residual value, if any, of installations developed at the expense of the United States under this agreement. The amount and manner of compensation shall be determined between the appropriate authorities of the two Governments.

4. The provisions of the Agreement signed at London on June 19, 1951, Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, together with such understandings as the two Governments may reach concerning the implementation of these provisions, shall govern the status of United States forces in The Netherlands.

TIAS 2563, 3120.
3 UST, pt. 3, p. 1702.
4183; 5 UST, pt. 3, p. 2556.

5. It is recognized that the provisions of the exchange of notes on relief from taxes signed at The Hague on March 7, 1952, as supplemented, are applicable to expenditures made by or on behalf of the United States for the purposes of this agreement.

6. The arrangements referred to in this note will remain in effect for the duration of the North Atlantic Treaty, or until such time as the two Governments mutually agree upon their termination.

7. After the approval constitutionally required in The Netherlands has been obtained, the present agreement shall enter into force on the date of receipt by the United States Government of a relevant notification from the Netherlands Government. [']

If the foregoing provisions and the Annex attached hereto are acceptable to your Government, this note and Your Excellencies' reply thereto indicating such acceptance shall be honored as constituting the agreement of our two Governments concerning this matter.

¹ Notification received Nov. 16, 1954.

Please accept, Excellencies, the renewed assurances of my highest consideration.

H. FREEMAN MATTHEWS

AMERICAN EMBASSY,

The Hague, August 13, 1954.

Their Excellencies

J. W. BEYEN, *Minister for Foreign Affairs,*
and

J. M. A. H. LUNS, *Minister without Portfolio,*
Royal Netherlands Ministry
for Foreign Affairs,
The Hague.

ANNEX

With respect to paragraph 4 of the exchange of notes dated August 13, 1954, the United States Government and The Netherlands Government have reached the following understandings between them concerning the implementation in The Netherlands of the Agreement signed at London on June 19, 1951, Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces.

1. The expression "dependent" in paragraph 1 (c) of Article I also includes relatives who habitually reside with and are actually dependent on a member of a United States force or civilian component.
2. The Netherlands authorities do not require the counter-signature of movement orders referred to in paragraph 2 (b) of Article III.
3. The Netherlands authorities, recognizing that it is the primary responsibility of the United States authorities to maintain good order and discipline where persons subject to United States military law are concerned, will, upon the request of the United States authorities, waive their primary right to exercise jurisdiction under Article VII, except where they determine that it is of particular importance that jurisdiction be exercised by the Netherlands authorities. The United States assumes the responsibility for custody pending trial. The United States authorities will make these people immediately available to Netherlands authorities upon their request for purposes of investigation and trial and will give full attention to any other special wishes of the appropriate Netherlands authorities as to the way in which custody should be carried out.
4. The Netherlands Government confirms that persons subject to United States military law, prosecuted under Netherlands jurisdiction, will be entitled to have a representative of the United States Government present during their trial, which will be public except when the court decrees otherwise in accordance with Netherlands law.
5. In applying paragraph 10 (a) of Article VII to areas jointly used by the forces of the United States and The Netherlands, internal security measures will be a matter of joint consultation between the authorities of these forces.

6. With respect to paragraph 2 of Article IX, United States forces may procure supplies, facilities and services directly from local sources in The Netherlands. In order to avoid such procurement having an adverse economic effect locally, the Netherlands authorities may indicate, when necessary, purchases which should be restricted or controlled.

7. United States forces may, at the installations put at their disposal, establish and operate United States military post offices for the handling of official mail and that of authorized individuals between these and other United States post offices. The Netherlands authorities will not inspect official mail in United States military postal channels. Any inspection of non-official mail in such channels which may be required by regulations of The Netherlands will be conducted by Netherlands authorities in accordance with mutually determined procedures.

8. In connection with paragraph 4 of Article IX, the manner in which local civilian labor requirements of United States forces in The Netherlands will be satisfied shall be mutually determined.

9. With respect to paragraph 4 of Article XI, United States forces may import free of duty reasonable quantities of supplies and other goods for the use of members of United States forces and civilian components, and their dependents and distribute them through official activities. In this connection, military sales exchanges, commissaries, officers' clubs and similar activities may be established and operated without being subject to taxes, including those on sales by these activities, licenses or other charges. United States authorities will cooperate closely with Netherlands authorities to prevent unauthorized resales of duty-free items on the local market or other abuses of these privileges.

10. With respect to paragraph 5 of Article XI, members of United States forces and civilian components, and their dependents may import free of duty their new and used personal effects and furniture during a period of six months from the date of their first arrival.

11. Sales of duty-free items taking place between members of United States forces and civilian components, and their dependents are not subject to duties or taxes in The Netherlands.

12. In connection with Article XIV, the following arrangements will apply.

a. (i) United States forces may use Netherlands currency available in any United States Government accounts for transactions in The Netherlands.

(ii) United States forces, members of these forces and civilian components, and their dependents may acquire Netherlands currency needed for their operations in The Netherlands, and for personal expenditures, from the central bank of the Netherlands or other agencies designated by the Netherlands authorities, as well as that Netherlands currency available under a (i) above.

(iii) The authorities of the two Governments will determine from time to time the appropriate exchange rate to be used under this agreement.

(iv) At the request of the United States authorities, at any time, the Netherlands Government through the central bank of The Netherlands will purchase any unutilized balances of guilders which are held as official funds of the United States Government or any instrumentality thereof and which were acquired by United States forces in accordance with the arrangements referred to in a. (ii) above. Such purchases will be made in United States dollars at the rate of exchange at which such balances were acquired.

b. United States forces shall have the right to:

(i) import into, export from and possess in The Netherlands for official purposes United States dollars and dollar instruments, other non-Netherlands currency and instruments, and military payment certificates denominated in United States dollars; and

(ii) make payments to members of United States forces and civilian components, and their dependents freely in United States dollar currency, instruments, and military payment certificates, in Netherlands currency and instruments, and, to the extent of the requirements of such persons for travel outside of The Netherlands, in other non-Netherlands currency and instruments.

c. Subject to the regulations of United States forces, members of these forces and civilian components, and their dependents shall have the right freely to import into The Netherlands United States currency, instruments and military payment certificates, and to export from The Netherlands non-Netherlands currency and instruments and United States military payment certificates which they have imported or received from the authorities of the United States.

d. The United States authorities will take appropriate measures to assure that the use of United States military payment certificates is restricted to transactions within areas in use by United States forces and with mutually authorized financial institutions. The Netherlands authorities will take the necessary steps to pre-

vent persons under its jurisdiction not authorized to use United States military payment certificates from engaging in unauthorized traffic in such military payment certificates. Neither the United States Government nor any of its agencies will have any obligation to the Netherlands Government nor to any other instrumentality or person as a result of any unauthorized use of such military payment certificates.

e. United States authorities, in cooperation with Netherlands authorities, will take measures to safeguard the Netherlands foreign exchange regulations insofar as they may be applicable to the members of United States forces and civilian components, and their dependents.

*The Netherlands Minister for Foreign Affairs and the Netherlands
Minister without Portfolio to the American Ambassador*

MINISTRY OF FOREIGN AFFAIRS
THE HAGUE

General Affairs Department

No 98123.

THE HAGUE, August 13, 1954.

EXCELLENCY,

We have the honour to acknowledge receipt of your note no 73 of August 13, 1954, reading as follows:

"I have the honor to refer to our recent discussions regarding the manner in which our two Governments, as parties to the North Atlantic Treaty, may further the objectives of Article III of that Treaty to strengthen their individual and collective capacity to resist armed attack through the stationing of United States armed forces in The Netherlands. I have the honor to inform Your Excellencies that the Government of the United States is willing to conclude with the Government of The Netherlands an agreement on the following terms.

1. The Governments of the United States and the Netherlands agree that the United States Government may station its forces in The Netherlands, as may be mutually determined, in furtherance of the objectives of the North Atlantic Treaty.

2. The Netherlands Government will, without cost to the United States, provide land areas and utilities connections, including access roads, agreed to be necessary for the purposes of this agreement. The other expenses involved in carrying out this agreement shall be borne by the United States and the Netherlands Governments in proportions to be determined between them. Use of the utilities and services required by United States forces will be facilitated by the Netherlands Government. When at the expense of the United States Government, charges for the use of such utilities and charges for services requested and rendered will be no higher than those paid by the Netherlands armed services.

3. Title to removable equipment, materials and supplies brought into, or acquired in, The Netherlands by or on behalf of the United States in connection with this agreement will remain in the United States Government. This property will be free from all duties, inspections and other restrictions, whether on import or export, and from all taxes. At the termination of any operation under this agreement, the United

States will be compensated by the Netherlands Government for the residual value, if any, of installations developed at the expense of the United States under this agreement. The amount and manner of compensation shall be determined between the appropriate authorities of the two Governments.

4. The provisions of the Agreement signed at London on June 19, 1951, Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, together with such understandings as the two Governments may reach concerning the implementation of these provisions, shall govern the status of United States forces in The Netherlands.

5. It is recognized that the provisions of the exchange of notes on relief from taxes signed at The Hague on March 7, 1952, as supplemented, are applicable to expenditures made by or on behalf of the United States for the purpose of this agreement.

6. The arrangements referred to in this note will remain in effect for the duration of the North Atlantic Treaty, or until such time as the two Governments mutually agree upon their termination.

7. After the approval constitutionally required in The Netherlands has been obtained, the present agreement shall enter into force on the date of receipt by the United States Government of a relevant notification from the Netherlands Government.

If the foregoing provisions and the Annex attached hereto are acceptable to your Government, this note and Your Excellencies' reply thereto indicating such acceptance shall be honored as constituting the agreement of our two Governments concerning this matter."

The provisions set forth above and the Annex attached to your note are acceptable to Her Majesty's Government and we therefore have the honour to state that your note and the present reply, including the Annex attached hereto,^[1] constitute the agreement of our two Governments on this matter, which will come into force on the date of receipt by the United States Government of

¹ Not printed. Attached annex is identical to annex printed *ante*, p. 106.

a notification of the Netherlands Government that the approval constitutionally required in the Netherlands has been obtained.

Please accept, Excellency, the renewed assurances of our highest consideration.

J LUNS

J W BEYEN

His Excellency

H. FREEMAN MATTHEWS,

*Ambassador extraordinary and plenipotentiary of the
United States of America.*

JAPAN

DOUBLE TAXATION

Taxes on Estates, Inheritances, and Gifts

*Convention signed at Washington April 16, 1954;
Ratification advised by the Senate of the United States of America
February 25, 1955;
Ratified by the President of the United States of America
March 7, 1955;
Ratified by Japan March 25, 1955;
Ratifications exchanged at Tokyo April 1, 1955;
Proclaimed by the President of the United States of America
April 8, 1955;
Entered into force April 1, 1955.*

TIAS 3175
Apr. 16, 1954

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA
A PROCLAMATION

WHEREAS a convention between the United States of America and Japan for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on estates, inheritances, and gifts was signed at Washington on April 16, 1954, the original of which convention, in the English and Japanese languages, is word for word as follows:

CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND JAPAN
FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION
OF FISCAL EVASION WITH RESPECT TO TAXES ON ESTATES,
INHERITANCES AND GIFTS

The Government of the United States of America and the Government of Japan, desiring to conclude a Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on estates, inheritances, and gifts, have appointed for that purpose as their respective

Plenipotentiaries. Plenipotentiaries:

The Government of the United States of America:

Mr. Walter Bedell Smith, Acting Secretary of State
of the United States of America, and

The Government of Japan:

Mr. Sadao Iguchi, Ambassador Extraordinary and Plenipotentiary of Japan to the United States of America,
who, having communicated to one another their respective full powers, found in good and due form, have agreed upon the following Articles:

ARTICLE I

- (1) The taxes referred to in the present Convention are:
- (a) In the case of the United States of America:
The Federal estate and gift taxes.
- (b) In the case of Japan:
The inheritance tax (including the gift tax).
- (2) The present Convention shall also apply to any other tax on estates, inheritances or gifts which has a character substantially similar to those referred to in paragraph (1) of this Article and which may be imposed by either contracting State after the date of signature of the present Convention.

ARTICLE II

- (1) As used in the present Convention: Definitions.
- (a) The term "United States" means the United States of America, and when used in a geographical sense means the States, the Territories of Alaska and Hawaii, and the District of Columbia.
- (b) The term "Japan", when used in a geographical sense, means all the territory in which the laws relating to the tax referred to in paragraph (1)(b) of Article I are enforced.
- (c) The term "tax" means those taxes referred to in paragraph (1)(a) or (b) of Article I, as the context requires.
- (d) The term "competent authorities" means, in the case of the United States, the Commissioner

of Internal Revenue as authorized by the Secretary of the Treasury; and, in the case of Japan, the Minister of Finance or his authorized representative.

(2) In the application of the provisions of the present Convention by either contracting State any term not otherwise defined shall, unless the context otherwise requires, have the meaning which such term has under the laws of such State relating to the tax.

Domicile.

(3) For the purposes of the present Convention, each contracting State may determine in accordance with its laws whether a decedent at the time of his death or a beneficiary of a decedent's estate at the time of such decedent's death, or a donor at the time of the gift or a beneficiary of a gift at the time of the gift, was domiciled therein or a national thereof.

ARTICLE III

Situs.

(1) If a decedent at the time of his death or a donor at the time of the gift was a national of or domiciled in the United States, or if a beneficiary of a decedent's estate at the time of such decedent's death or a beneficiary of a gift at the time of the gift was domiciled in Japan, the situs at the time of the transfer of any of the following property or property rights shall, for the purpose of the imposition of the tax and for the purpose of the credit authorized by Article V, be determined exclusively in accordance with the following rules:

- (a) Immovable property or rights therein (not including any property for which specific provision is otherwise made in this Article) shall be deemed to be situated at the place where the land involved is located.
- (b) Tangible movable property (including currency and any other form of money recognized as legal tender in the place of issue and excepting such property for which specific provision is otherwise made in this Article) shall be deemed to be situated at the place where such property is physically located, or, if in transitu, at the place of destination.
- (c) Debts (including bonds, promissory notes, bills of exchange, bank deposits and insurance, except bonds or other negotiable instruments in bearer form and such debts for which specific provision is otherwise made in this Article) shall be deemed to be situated at the place where the debtor resides.
- (d) Shares or stock in a corporation shall be deemed to be situated at the place under the laws of which such corporation was created or organized.
- (e) Ships and aircraft shall be deemed to be situated at the place where they are registered.

- (f) Goodwill as a trade, business or professional asset shall be deemed to be situated at the place where the trade, business or profession to which it pertains is carried on.
- (g) Patents, trade-marks, utility models and designs shall be deemed to be situated at the place where they are registered (or used in case they are not registered).
- (h) Copyrights, franchises, rights to artistic and scientific works and rights or licenses to use any copyrighted material, artistic and scientific works, patents, trade-marks, utility models or designs shall be deemed to be situated at the place where they are exercisable.
- (i) Mining or quarrying rights or mining leases shall be deemed to be situated at the place of such mining or quarrying.
- (j) Fishing rights shall be deemed to be situated in the country in whose government's jurisdiction such rights are exercisable.
- (k) Any property for which provision is not hereinbefore made shall be deemed to be situated in accordance with the laws of the contracting State imposing the tax solely by reason of the situs of property within such State, but if neither of the contracting States imposes the tax solely by reason of the situs

of property therein, then any such property shall be deemed to be situated in accordance with the laws of each contracting State.

(2) The application of the provisions of paragraph (1) of this Article shall be limited to the particular property, and any portion thereof, which without such provisions would be subjected to the taxes of both contracting States or would be so subjected except for a specific exemption.

ARTICLE IV

Where one of the contracting States imposes the tax solely by reason of the situs of property within such State, in the case of a decedent who at the time of his death, or of a donor who at the time of the gift, was a national of or domiciled in the United States, or in the case of a beneficiary of a decedent's estate who at the time of such decedent's death, or a beneficiary of a gift who at the time of the gift, was domiciled in Japan, the contracting State so imposing the tax:

Tax exemptions.

- (a) shall allow a specific exemption which would be applicable under its laws if the decedent, donor, or beneficiary, as the case may be, had been a national of or domiciled in such State, in an amount not less than the proportion thereof which (A) the value of the property, situated according to Article III in such State and subjected to the taxes of both contracting States or which would be so subjected except for a specific exemption, bears

- to (B) the value of the total property which would be subjected to the tax of such State if such decedent, donor, or beneficiary had been a national of or domiciled in such State; and
- (b) shall (except for the purpose of subparagraph (a) of this paragraph and for the purpose of any other proportional allowance otherwise provided) take no account of property situated according to Article III outside such State in determining the amount of the tax.

ARTICLE V

Credits.

(1) Where either contracting State imposes the tax by reason of the nationality thereof or the domicile therein of a decedent or a donor or a beneficiary of a decedent's estate or of a gift, such State shall allow against its tax (computed without application of this Article) a credit for the tax imposed by the other contracting State with respect to property situated at the time of the transfer in such other State and included for the taxes of both States (but the amount of the credit shall not exceed that portion of the tax imposed by the crediting State which is attributable to such property). The provisions of this paragraph shall not apply with respect to any property referred to in paragraph (2) of this Article.

(2) Where each contracting State imposes the tax by reason of the nationality thereof or the domicile therein of

a decedent or a donor or a beneficiary, with respect to any property situated at the time of the transfer outside both contracting States (or deemed by each contracting State to be situated in its territory, or deemed by one contracting State to be situated in either contracting State and deemed by the other contracting State to be situated outside both contracting States or deemed by each contracting State to be situated in the other contracting State), each contracting State shall allow against its tax (computed without application of this Article) a credit for a part of the tax imposed by the other contracting State attributable to such property. The total of the credits authorized by this paragraph shall be equal to the amount of the tax imposed with respect to such property by the contracting State imposing the smaller amount of the tax with respect to such property, and shall be divided between both contracting States in proportion to the amount of the tax imposed by each contracting State with respect to such property.

(3) The credit authorized by this Article, if applicable, shall be in lieu of any credit for the same tax authorized by the laws of the crediting State, the credit applicable for the particular tax being either credit authorized by this Article or credit authorized by such laws, whichever is the greater. For the purposes of this Article, the amount of the tax of each contracting State attributable to any designated property shall be ascertained after taking into account any applicable diminution or credit against its tax with respect to such property (other than any credit under paragraph (1)

or (2) of this Article), provided, however, in case another credit for the tax of any other foreign State is allowable with respect to the same property pursuant to any other Convention between the crediting State under the present Convention and such other foreign State, or pursuant to the laws of the crediting State, the total of such credits shall not exceed the amount of tax of the crediting State attributable to such property computed before allowance of such credits.

(4) Credit against the tax of one of the contracting States for the tax of the other contracting State shall be allowed under this Article only where both such taxes have been simultaneously imposed at the time of a decedent's death or at the time of a gift.

Time limitation.

(5) No credit resulting from the application of this Article shall be allowed after more than five years from the due date of the tax against which credit would otherwise be allowed, unless claim therefor was filed within such five-year period. Any refund resulting from the application of this Article shall be made without payment of interest on the amount so refunded, unless otherwise specifically authorized by the crediting State.

(6) Credit against the tax of one of the contracting States shall not be finally allowed for the tax of the other contracting State until the latter tax (reduced by credit authorized under this Article, if any) has been paid.

ARTICLE VI

(1) The competent authorities of both contracting States shall exchange such information available under the respective tax laws of both contracting States as is necessary for carrying out the provisions of the present Convention or for the prevention of fraud or for the administration of statutory provisions against tax avoidance in relation to the tax. Any information so exchanged shall be treated as secret and shall not be disclosed to any person other than those, including a court, concerned with the assessment and collection of the tax or the determination of appeals in relation thereto. No information shall be exchanged which would disclose any trade, business, industrial or professional secret or any trade process.

Exchange of information.

(2) Each of the contracting States may collect the tax imposed by the other contracting State (as though such tax were the tax of the former State) as will ensure that the credit or any other benefit granted under the present Convention by such other State shall not be enjoyed by persons not entitled to such benefits.

Collection of taxes.

ARTICLE VII

Where a representative of the estate of a decedent or a beneficiary of such estate or a donor or a beneficiary of a gift shows proof that the action of the tax authorities of either contracting State has resulted, or will result, in double taxation contrary to the provisions of the present Convention, such representative, donor or beneficiary shall

Claims.

be entitled to present the facts to the competent authorities of the contracting State of which the decedent was a national at the time of his death or of which the donor or beneficiary is a national, or if the decedent was not a national of either of the contracting States at the time of his death or if the donor or the beneficiary is not a national of either of the contracting States, to the competent authorities of the contracting State in which the decedent was domiciled or resident at the time of his death or in which the donor or beneficiary is domiciled or resident. Should the claim be deemed worthy of consideration, the competent authorities of such State to which the facts are so presented shall undertake to come to an agreement with the competent authorities of the other contracting State with a view to equitable avoidance of the double taxation in question.

ARTICLE VIII

Diplomatic officers,
etc.; exemptions.

(1) The provisions of the present Convention shall not be construed to deny or affect in any manner the right of diplomatic and consular officers to other or additional exemptions now enjoyed or which may hereafter be granted to such officers.

(2) The provisions of the present Convention shall not be construed so as to increase the tax imposed by either contracting State.

(3) Should any difficulty or doubt arise as to the interpretation or application of the present Convention, or its relationship to Conventions between one of the contracting

States and any other State, the competent authorities of the contracting States may settle the question by mutual agreement; it being understood, however, that this provision shall not be construed to preclude the contracting States from settling by negotiation any dispute arising under the present Convention.

(4) The competent authorities of both contracting States may prescribe regulations necessary to interpret and carry out the provisions of the present Convention and may communicate with each other directly for the purpose of giving effect to the provisions of the present Convention. Regulations, etc.

ARTICLE IX

(1) The present Convention shall be ratified and the instruments of ratification shall be exchanged at Tokyo as soon as possible. *Post*, p. 147.

(2) The present Convention shall enter into force on the date of exchange of instruments of ratification and shall be applicable to estates or inheritances in the case of persons who die on or after the date of such exchange and to gifts made on or after that date. Entry into force.

(3) Either of the contracting States may terminate the present Convention at any time after a period of five years shall have expired from the date on which the Convention enters into force, by giving to the other contracting State notice of termination, provided that such notice is given on or before the 30th day of June and, in such event, the present Convention shall cease to be effective for the taxable years beginning on or after the first day of January of the

calendar year next following that in which such notice is given.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries have signed the present Convention.

DONE at Washington, in duplicate, in the English and Japanese languages, each text having equal authenticity, this sixteenth day of April, 1954.

FOR THE UNITED STATES OF AMERICA:

A cursive signature in black ink, appearing to read "Walter Bedell Smith".

FOR JAPAN:

A cursive signature in black ink, appearing to read "S. Iijima".

千九百五十四年四月十六日にワシントンで、ひとしく正文で
ある英語及び日本語により本書二通を作成した。

アメリカ合衆国のために

日本国のために

Walter Gruenwald

2 1/2

だけすみやかに東京で交換されるものとする。

(2) この条約は、批准書の交換の日に効力を生じ、その交換の日以後に死亡した者に係る遺産又は相続及び同日以後に行われた贈与について適用する。

(3) いづれの一方の締約国も、この条約の効力発生の日から五年の期間を経過した後はいつでも、他方の締約国に対して終了の予告を与えることによつてこの条約を終了させることができる。その予告は、六月三十日以前に与えなければならず、その場合には、この条約は、予告が与えられた年の翌年の一月一日以後に開始する各課税年度につき効力を失うものとする。

以上の証拠として、下名の全権委員は、この条約に署名した。

(1)

- (4) この条約の解釈若しくは適用に關し、又は一方の締約国とい
ずれかの第三国との間の条約に対するこの条約の關係に關して
困難又は疑義が生じた場合には、両締約国の権限のある當局は、
合意によつて問題を解決することができる。もつとも、この規
定は、この条約に關して生ずる紛争を両締約国間の交渉によつ
て解決することを妨げるものと解してはならない。

(1) この条約は、批准されなければならぬ。批准書は、できる

第九条

(3)

増額するよう解してはならない。

していた締約国又は贈与者若しくは受益者が住所若しくは居所を有する締約国）の権限のある当局に対し、事実の申立を行うことができる。この申立に理由があると認められるときは、申立を受けた締約国の権限のある当局は、当該二重課税を衡平に回避するため、他方の締約国の権限のある当局と合意に達するよう努めるものとする。

第八条

- (1) この条約の規定は、いかなる形においても、外交官及び領事官に対して現在与えられているか若しくは将来与えられる他の若しくは新たな免除を受ける権利を否定し、又はこれに影響を及ぼすものと解してはならない。
- (2) この条約の規定は、いづれの一方の締約国が課する租税をも

の他の特典がそれを受ける権利のない者によつて享有されることがないようにするため、当該他方の締約国が課する租税を、自国の租税と同様に、徴収することができる。

第七条

被相続人の遺産の代表者若しくは受益者又は贈与者若しくは贈与の受益者は、いずれか一方の締約国の税務当局の行為によりこの条約の規定に反して二重課税の結果が生じたこと又は生ずることを立証するときは、被相続人が死亡の時に国籍を有していた締約国又は贈与者若しくは受益者が国籍を有する締約国（被相続人がその死亡の時にいずれの締約国の国籍をも有しなかつた場合又は贈与者若しくは受益者がいずれの締約国の国籍をも有しない場合には、被相続人がその死亡の時に住所若しくは居所を有し

第六条

(1)

両締約国の権限のある当局は、この条約の規定を実施するため、租税に関して詐欺を防止するため、又は脱税に対処する目的とする法規を実施するため必要な情報で両締約国との税法に基いて入手することができるものを交換するものとする。交換された情報は、秘密として取り扱わなければならず、租税の賦課及び徴収に関与し、又はこれらに關する異議についての決定に関与する者（裁判所を含む。）以外のいかなる者にも漏らしてはならない。営業上、事業上、産業上若しくは専門職業上の秘密又は取引の過程を明らかにするような情報は、交換してはならない。

(2)

各締約国は、この条約に基いて他方の締約国の与える控除そ

租税の控除は、両締約国の租税が被相続人の死亡の時又は贈与の時に同時に課せられる場合にのみ行うものとする。

(5)

本条の規定の適用による税額控除は、控除を行う締約国の租税の申告期限から五年を経過した後においては行わない。但し、その税額控除の請求が前記の五年の期間内に行われた場合は、この限りでない。本条の規定の適用によつて還付する租税には、税額控除を行う締約国が別に認めている場合を除く外、利子を付けない。

(6)

一方の締約国の租税からの他方の締約国の租税の控除は、当該他方の締約国の租税（本条の規定によつて認められる税額控除があるときは、その控除後の額）が納付されるまでは、最終的には認められない。

(4)

によつて認められる税額控除のうちいづれか多額のものとする。本条の規定の適用上、特定の財産に帰せられる各締約国の租税の額は、その財産につき課せられる租税に関する行うすべての軽減又は控除（本条(1)及び(2)の規定による税額控除を除く。）を計算に入れた後に確定されるものとする。なお、この条約に基いて税額控除を行う締約国といずれかの第三国との間の他の条約又は税額控除を行う締約国の法令によつて同一の財産についてその第三国との租税の税額控除が別に認められる場合には、これらの税額控除の額の合計額は、控除を行う締約国の租税でこれらの税額控除を行わないで計算したもののがその財産に帰せられるものの額をこえてはならない。

本条の規定による一方の締約国の租税からの他方の締約国の

(3)

を有し、又は自国内に住所を有していることを理由として租税を課する場合には、各締約国は、自國の租税（本条の規定を適用しないで計算したもの）から、他方の締約国が課する租税で当該財産に帰せられるものの一部を控除するものとする。本項の規定によつて各締約国が行う税額控除の額の合計額は、各締約国が当該財産について課する租税の額のうちいづれか少い方の額に等しいものとし、且つ、当該財産について各締約国が課する租税の額に比例して両締約国間に配分されるものとする。

本条の規定によつて認められる税額控除を行う場合には、その控除は、控除を行う締約国の法令によつて認められる同一の租税の税額控除に代るものとし、個別の場合に行う税額控除は、本条の規定によつて認められる税額控除又はその締約国の法令

自国の租税（本条の規定を適用しないで計算したもの）から、
相続又は贈与の時に他方の締約国内にある財産で両締約国によ
つて租税の対象とされるものについて当該他方の締約国が課す
る租税を控除するものとする。但し、その税額控除の額は、控
除を行う締約国が課する租税のうち前記の財産に帰せられる部
分をこえないものとする。本項の規定は、本条(2)に掲げる財産
については適用しない。

(2)
相続又は贈与の時に両締約国外にある財産（又は各締約国が
自国の領域内にあるとする財産、一締約国がいずれか一方の締
約国内にあるとし、且つ、他方の締約国が両締約国外にあると
する財産若しくは各締約国が他方の締約国内にあるとする財産）
について各締約国が被相続人、贈与者又は受益者が自国の国籍

たとするか又は自国内に住所を有していたとすれば自国の租税を課すこととなる財産の全部の価格に對する割合を乗じて得た額を下らない額により、行うものとし、また、

- (b) 租税の額を決定するに際しては、本条の規定を適用する場合及び別に定められている他の比例控除を行う場合を除く外、第三条の規定により自国外にあるとされる財産については、課税価格の計算上考慮しないものとする。

第五条

- (1) いづれの一方の締約国も、被相続人、贈与者、被相続人の遺産の受益者又は贈与の受益者が自国の国籍を有し、又は自国内に住所を有していることを理由として租税を課する場合には、

は被相続人の遺産の受益者がその被相続人の死亡の時に若しくは贈与の受益者がその贈与の時に日本国内に住所を有していた場合において、一方の締約国が自国内に財産があることのみを理由として租税を課するときは、その租税を課する締約国は、

- (a) 当該被相続人、贈与者又は受益者に対し、その者が自国の国籍を有していたとするか又は自国内に住所を有していたとすれば自国の法令に基いて認められることとなる特定の控除を、当該控除の額に
- (A) 第三条の規定により自国内にあるとされる財産で両締約国によつて租税を課せられるもの（諸控除がなければ租税を課せられることとなるものを含む。）の価格の
- (B) その被相続人、贈与者又は受益者が自国の国籍を有してい

衆國の国籍を有し若しくは合衆国内に住所を有していた場合、又

(2) が自国内に財産があることのみを理由として租税を課する場合には、その締約国の法令で定めている場所にあるものとし、また、いずれの締約国も自国内に財産があることのみを理由として租税を課するのではない場合には、各締約国の法令で定めている場所にあるものとする。

本条(2)の規定は、特定の財産及びその一部分で同項の規定がなければ両締約国によつて租税が課せられるもの（諸控除がなければ租税が課せられることとなるものを含む。）についてのみ、適用する。

第四条

されている場所（登録されていない場合には、それらが行使される場所）にあるものとする。

(h) 著作権、地域的独占権（フランチャイズ）、芸術上又は学術上の著作物に対する権利及び著作権のある著作物、芸術上若しくは学術上の著作物、特許発明、商標、实用新案若しくは意匠を使用する権利又はこれらの使用を許諾された地位は、それらを行使することができる場所にあるものとする。

(i) 鉱業権若しくは租鉱権又は採石権は、採鉱又は採石が行われる場所にあるものとする。

(j) 漁業権は、その権利の行使について管轄権を有する国にあるものとする。

(k) 前各号に規定されていない財産は、いずれか一方の締約国

- (d) を含み、債券その他の流通証券で持參人払式のもの及び本条において他に特別の規定がある債権を除く。一は、債務者が居住する場所にあるものとする。
- (e) 法人の株式又は法人に対する出資は、その法人が設立され、又は組織された準拠法が施行されている場所にあるものとする。
- (f) 船舶及び航空機は、それらが登録されている場所にあるものとする。
- (g) 営業上、事業上又は専門職業上の資産としてののれんは、その営業、事業又は専門職業が営まれている場所にあるものとする。
- (h) 特許権、商標権、実用新案権及び意匠権は、それらが登録

た場合には、これらの時ににおける次に掲げる財産又は財産権の所在地は、租税の賦課及び第五条によつて認められる税額控除については、もつばら次に定めるところに従つて決定されるものとする。

(a) 不動産又は不動産に関する権利（本条において他に特別の規定があるものを除く。）は、その不動産に係る土地の所在地にあるものとする。

(b) 有体動産（通貨及び発行地で法貨として認められているすべての種類の貨幣を含み、本条において他に特別の規定がある財産を除く。）は、それが現実にある場所にあるものとし、運送中である場合には、目的地にあるものとする。

(c) 債権（債券、約束手形、為替手形、銀行預金及び保険証券

き場合を除く外、自國の租税に關する法令における解釈によるものとする。

(3) この条約の適用上、各締約国は、被相続人若しくは被相続人の遺産の受益者が被相続人の死亡の時に又は贈与者若しくは贈与の受益者がその贈与の時に自国内に住所を有していたかどうか又は自國の国籍を有していたかどうかを、自國の法令に従つて決定することができる。

第三条

(1) 被相続人がその死亡の時に若しくは贈与者がその贈与の時に合衆国の国籍を有し若しくは合衆国内に住所を有していた場合、又は被相続人の遺産の受益者がその被相続人の死亡の時に若しくは贈与の受益者がその贈与の時に日本国内に住所を有してい

いる場合には、アメリカ合衆国の諸州、アラスカ準州、ハワイ準州及びディストリクト・オブ・コロンビアをいう。

(b) 「日本国」とは、地理的意味で用いる場合には、第一条(1)に掲げる租税に関する法令が施行されるすべての領域をいう。

(c) 「租税」とは、文脈により、第一条(1)又は(b)に掲げる租税をいう。

(d) 「権限のある当局」とは、合衆国については財務長官が権限を与えた内国歳入局長官をいい、日本国については大蔵大臣又は大蔵大臣が権限を与えた代理人をいう。

いづれの一方の締約国がこの条約の規定を適用する場合にも、特に定義されていない用語の意義は、文脈により別に解釈すべ

妥当であると認められた後、次の諸条を協定した。

第一条

(1) この条約にいう租税は、次のものとする。

(2) アメリカ合衆国については、連邦遺産税及び連邦贈与税

(3) 日本国については、相続税（贈与税を含む。）

(2) この条約は、遺産、相続又は贈与に対する他の租税で、本条
(1)に掲げる租税と実質的に同様の性質を有し、且つ、この条約
の署名の日の後にいずれの一方の締約国によつて課せられるも
のについても、また、適用する。

第二条

(1) この条約において、

「合衆国」とは、アメリカ合衆国をいい、地理的意味で用

遺産、相続及び贈与に対する租税に関する二重課税の回避
及び脱税の防止のためのアメリカ合衆国と日本国との間の
条約

アメリカ合衆国政府及び日本国政府は、遺産、相続及び贈与に
対する租税に関して二重課税を回避し及び脱税を防止するための
条約を締結することを希望して、そのため、次のとおりそれぞれ
の全権委員を任命した。

アメリカ合衆国政府

アメリカ合衆国國務長官代理 ウォルター・ベデル・スマス

日本国政府

アメリカ合衆国駐在日本国特命全権大使 井口貞夫

これらの全権委員は、互にその全権委任状を示し、それが良好

AND WHEREAS the Senate of the United States of America, by their resolution of February 25, 1955, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid convention;

AND WHEREAS the aforesaid convention was duly ratified by the President of the United States of America on March 7, 1955, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of Japan;

AND WHEREAS the respective instruments of ratification of the aforesaid convention were duly exchanged at Tokyo on April 1, 1955, and a protocol of exchange was signed at that place and on that date by the respective Plenipotentiaries of the United States of America and Japan;

AND WHEREAS it is provided in Article IX of the aforesaid convention that the convention shall enter into force on the date of exchange of instruments of ratification and shall be applicable to estates or inheritances in the case of persons who die on or after the date of such exchange and to gifts made on or after that date;

Ante, p. 125.

AND WHEREAS, accordingly, upon the exchange of instruments of ratification of the aforesaid convention, the convention became applicable to estates or inheritances in the case of persons who die on or after April 1, 1955, and to gifts made on or after April 1, 1955;

Now, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the aforesaid convention to the end that the said convention and each and every article and clause thereof may be observed and fulfilled with good faith 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 hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eighth day of April in the year of our Lord one thousand nine hundred fifty-five
[SEAL] and of the Independence of the United States of America the one hundred seventy-ninth.

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

JAPAN

DOUBLE TAXATION: INCOME

Convention signed at Washington April 16, 1954;

*Ratification advised by the Senate of the United States of America
February 25, 1955;*

Ratified by the President of the United States of America March 7, 1955;

Ratified by Japan March 25, 1955;

Ratifications exchanged at Tokyo April 1, 1955;

*Proclaimed by the President of the United States of America April 8,
1955;*

Entered into force April 1, 1955.

And exchange of notes signed at Washington April 16, 1954.

TIAS 3176
Apr. 16, 1954

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA
A PROCLAMATION

WHEREAS a convention between the United States of America and Japan for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income was signed at Washington on April 16, 1954, the original of which convention, in the English and Japanese languages, is word for word as follows:

CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND JAPAN
FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION
OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME

The Government of the United States of America and the Government of Japan, desiring to conclude a Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, have appointed for Plenipotentiaries. that purpose as their respective Plenipotentiaries:

The Government of the United States of America:

Mr. Walter Bedell Smith, Acting Secretary of State
of the United States of America, and

The Government of Japan:

Mr. Sadao Iguchi, Ambassador Extraordinary and Plenipotentiary of Japan to the United States of America, who, having communicated to one another their respective full powers, found in good and due form, have agreed upon the following Articles:

ARTICLE I

(1) The taxes referred to in the present Convention are:

(a) In the case of the United States of America:

The Federal income taxes, including surtaxes.

(b) In the case of Japan:

The income tax and the corporation tax.

(2) The present Convention shall also apply to any other tax on income or profits which has a character substantially similar to those referred to in paragraph (1) of this Article and which may be imposed by either contracting State after the date of signature of the present Convention.

ARTICLE II

(1) As used in the present Convention:

Definitions.

(a) The term "United States" means the United States of America, and when used in a geographical sense means the States, the Territories of Alaska and Hawaii, and the District of Columbia.

(b) The term "Japan", when used in a geographical sense, means all the territory in which the laws relating to the taxes referred to in paragraph (1)(b) of Article I are enforced.

(c) The term "permanent establishment" means an office, factory, workshop, branch, warehouse or other fixed place of business, but does not include the casual and temporary use of merely storage facilities. It also includes an agency if the agent has and habitually exercises a general authority

to negotiate and conclude contracts on behalf of an enterprise or has a stock of merchandise from which he regularly fills orders on its behalf.

An enterprise of one of the contracting States shall not be deemed to have a permanent establishment in the other contracting State merely because it carried on business dealings in such other State through a bona fide commission agent, broker, custodian or other independent agent acting in the ordinary course of his business as such. The fact that an enterprise of one of the contracting States maintains in the other contracting State a fixed place of business exclusively for the purchase for such enterprise of goods or merchandise shall not of itself constitute such fixed place of business a permanent establishment of such enterprise. The fact that a corporation of one of the contracting States has a subsidiary corporation which is a corporation of the other contracting State or which is engaged in trade or business in the other contracting State shall not of itself constitute that subsidiary corporation a permanent establishment of its parent corporation.

(d) The term "enterprise of one of the contracting States" means, as the case may be, United States enterprise or Japanese enterprise.

(e) The term "United States enterprise" means an industrial or commercial enterprise or undertaking

carried on in the United States by a resident (including an individual, a fiduciary and partnership) of the United States or by a United States corporation or other entity; and the term "United States corporation or other entity" means a corporation or other entity created or organized under the law of the United States or of any State or Territory of the United States.

(f) The term "Japanese enterprise" means an industrial or commercial enterprise or undertaking carried on in Japan by an individual resident in Japan or by a Japanese corporation or other entity; and the term "Japanese corporation or other entity" means a corporation or other association having juridical personality, or a partnership or other association without juridical personality, created or organized under the laws of Japan.

(g) The term "tax" means those taxes referred to in paragraph (1)(a) or (b) of Article I, as the context requires.

(h) The term "competent authorities" means, in the case of the United States, the Commissioner of Internal Revenue as authorized by the Secretary of the Treasury; and, in the case of Japan, the Minister of Finance or his authorized representative.

(i) The term "industrial or commercial profits" includes manufacturing, mercantile, agricultural, fishing, mining, financial and insurance profits,

but does not include income in the form of dividends, interest, rents or royalties, or remuneration for personal services.

(2) In the application of the provisions of the present Convention by either contracting State any term not otherwise defined shall, unless the context otherwise requires, have the meaning which such term has under the laws of such State relating to the tax.

ARTICLE III

Tax on profits, restriction.

(1) An enterprise of one of the contracting States shall not be subject to the tax of the other contracting State in respect of its industrial or commercial profits unless it has a permanent establishment situated in such other State. If it has such permanent establishment such other State may impose its tax upon the entire income of such enterprise from sources within such other State.

(2) In determining the tax of one of the contracting States no account shall be taken of the mere purchase of merchandise therein by an enterprise of the other contracting State.

(3) Where an enterprise of one of the contracting States has a permanent establishment situated in the other contracting State, there shall be attributed to such permanent establishment the industrial or commercial profits which it might be expected to derive if it were an independent enterprise engaged in the same or similar activities under the same or similar conditions and dealing on an independent

basis with the enterprise of which it is a permanent establishment.

(4) In determining the industrial or commercial profits of a permanent establishment there shall be allowed as deductions all expenses wherever incurred, reasonably allocable to such permanent establishment, including executive and general administrative expenses so allocable.

(5) The competent authorities of both contracting States may, consistent with other provisions of the present Convention, arrange details for the apportionment of industrial or commercial profits. Apportionment of profits.

ARTICLE IV

Where an enterprise of one of the contracting States, by reason of its participation in the management or the financial structure of an enterprise of the other contracting State, makes with or imposes on the latter enterprise, in their commercial or financial relations, conditions different from those which would be made with an independent enterprise, any profits which would normally have been allocable to one of the enterprises, but by reason of such conditions have not been so allocated, may be included in the profits of such enterprise and taxed accordingly.

ARTICLE V

(1) Notwithstanding the provisions of Article III and Article IV of the present Convention, income which an enterprise of one of the contracting States derives from the operation of ships or aircraft registered

Income from ships
or aircraft.

- (a) in such State, or
- (b) in a third country which exempts (A) such enterprise and (B) an enterprise of the other contracting State, from its tax on earnings derived from the operation of ships or aircraft, as the case may be, registered in the respective States

shall be exempt from the tax of such other contracting State.

(2) The present Convention shall not be construed to affect the arrangement between the Government of the United States and the Government of Japan providing for relief from double taxation on shipping profits effected by the exchange of notes at Washington dated March 31, 1926 and June 8, 1926.

EAS 3.
47 Stat. 2878.

ARTICLE VI

Rate of tax on indebtedness, restriction.

The rate of tax imposed by one of the contracting States on interest on bonds, securities, notes, debentures or any other form of indebtedness (including mortgages or bonds secured by real property) received from sources within such State by a resident or corporation or other entity of the other contracting State not having a permanent establishment in the former State shall not exceed 15 percent.

ARTICLE VII

Royalties, etc.

The rate of tax imposed by one of the contracting States on royalties and other amounts received as consideration for the right to use copyrights, artistic and scientific works, patents, designs, secret processes and formulae, trade-marks

and other like property (including in such royalties and other amounts, rentals and like payments in respect of motion picture films or for the use of industrial, commercial, or scientific equipment) from sources within such State by a resident or corporation or other entity of the other contracting State not having a permanent establishment in the former State shall not exceed 15 percent.

ARTICLE VIII

A resident or corporation or other entity of one of the contracting States deriving

Income from real property, operation of mines, etc.

- (a) income from real property (including gains derived from the sale or exchange of such property, but not including interest from mortgages or bonds secured by real property), or
- (b) royalties in respect of the operation of mines, quarries or other natural resources

situated within the other contracting State may elect, for any taxable year, to be subject to the tax of such other State on a net basis as if such resident or corporation or other entity had a permanent establishment in such other State during such taxable year.

ARTICLE IX

An individual resident of one of the contracting States shall be exempt from the tax of the other contracting State upon compensation for labor or personal services (including

Personal services, labor, tax exemption.

the practice of liberal professions) performed in such other State in any taxable year if such resident is temporarily present in such other State:

(a) for a period or periods not exceeding a total of 180 days during such taxable year and his compensation is received for such labor or personal services performed as an officer or employee of a resident or corporation or other entity of the former State, or

(b) for a period or periods not exceeding a total of 90 days during such taxable year and his compensation received for such labor or personal services does not exceed 3,000 United States dollars, or the equivalent sum in yen as computed at the official basic rate of exchange in effect at the time such compensation is paid.

ARTICLE X

Salaries, wages, tax
exemption.
Post, p. 200.

(1)(a) Salaries, wages and similar compensation paid by the United States to an individual who is a citizen of the United States (other than an individual who has been admitted to Japan for permanent residence therein) shall be exempt from tax by Japan.

(b) Salaries, wages and similar compensation paid by Japan to an individual who is a national of Japan (other than an individual who has been admitted to the United States for permanent residence therein) shall be exempt from tax by the United States.

Exception.

(2) The provisions of this article shall not apply to salaries, wages or similar compensation paid in respect of

services rendered in connection with any trade or business carried on by either of the contracting States for purposes of profit.

ARTICLE XI

A resident of one of the contracting States, who, in accordance with agreements between the Governments of the contracting States or between educational establishments in the contracting States for the exchange of professors and teachers, or at the invitation of the Government of the other contracting State or of an educational establishment in such other State, temporarily visits such other State for the purpose of teaching for a period not exceeding two years at a university, college, school or other educational institution in such other State, shall be exempt from the tax of such other State on his remuneration for such teaching for such period.

Teachers.
Post, p. 200.

ARTICLE XII

(1) A resident of one of the contracting States who is temporarily present in the other contracting State solely as a student at a recognized university, college or school in such other State, shall be exempt from the tax of such other State with respect to remittances from abroad (including payments, if any, by his employer abroad).

Students.
Post, p. 200.

(2) A resident of one of the contracting States who is a recipient of a grant, allowance or award from a religious, charitable, scientific, literary or educational organization of such State and who is temporarily present in the other

Recipients of grants,
etc.

contracting State, shall be exempt from the tax of such other State on such grant, allowance or award remitted from abroad (other than compensation for personal services).

Compensation of certain employees.

(3) A resident of one of the contracting States who is an employee of, or under contract with, an enterprise of such State or an organization referred to in paragraph (2) of this Article, and who is temporarily present in the other contracting State for a period not exceeding one year solely to acquire technical, professional or business experience from a person other than such enterprise or organization, shall be exempt from the tax of such other State on compensation from abroad paid by such enterprise or organization for his services rendered during such period, if the amount of compensation paid by such enterprise or organization for his services during such period, when computed on the annual basis, does not exceed 6,000 United States dollars, or the equivalent sum in yen as computed at the official basic rate of exchange in effect at the time such compensation is paid.

ARTICLE XIII

For the purpose of the present Convention:

Dividends.

(a) Dividends paid by a corporation of one of the contracting States shall be treated as income from sources within such State.

Interest.

(b) Interest paid by one of the contracting States including local Government thereof or by an enterprise of one of the contracting States not having a permanent establishment in the other contracting State shall be treated as

income from sources within the former State.

(c) Gains, profits and income derived from the purchase and sale of personal property shall be treated as derived from the country in which such property is sold. Profits, etc., from sale of personal property.

(d) Gains, profits and income derived from the sale by a taxpayer in one of the contracting States of goods manufactured in the other contracting State in whole or in part by such taxpayer shall be treated as derived in part from the country in which manufactured and in part from the country in which sold, and to the extent such gains, profits and income are not allocable under other provisions of the present Convention they shall be allocated between both contracting States in accordance with such taxpayer's relative sales and property in the respective countries. Profits, etc., from sale of goods.

(e) Income from real property (including gains derived from the sale or exchange of such property, but not including interest from mortgages or bonds secured by real property) and royalties in respect of the operation of mines, quarries, or other natural resources shall be treated as income derived from the country in which such real property, mines, quarries or other natural resources are situated. Income from real property, etc.

(f) Compensation for labor or personal services (including the practice of liberal professions) shall be treated as income from sources within the country where are rendered the services for which such compensation is paid. Compensation for labor or personal services.

(g) Royalties for using, or for the right to use, in one of the contracting States, patents, copyrights, designs, trademarks and like property shall be treated as income from sources Royalties.

within such State.

ARTICLE XIV

Manner for avoiding
double taxation.

It is agreed that double taxation shall be avoided in the following manner:

Post, p. 200.

(a) The United States, in determining the tax of its citizens, residents or corporations or other entities may, regardless of any other provision of the present Convention, include in the basis upon which such tax is imposed all items of income taxable under the revenue laws of the United States as if the present Convention had not come into effect. The United States shall, however, subject to the provisions of section 131 of the Internal Revenue Code as in effect on the first day of January 1954,^[1] deduct from its tax the amount of the tax of Japan. In determining the credit under the said section 131 of the Internal Revenue Code, any interest received from an enterprise of the United States with a permanent establishment in Japan shall be treated as income from sources within Japan to the extent so treated under the laws of Japan, if the debt with respect to which such interest is paid is made in connection with the business of such permanent establishment of such enterprise.

(b) Japan, in determining the tax of its residents or corporations or other entities may, regardless of any other provision of the present Convention, include in the basis upon which such tax is imposed all items of income taxable under the tax laws of Japan as if the present Convention had

¹ 53 Stat. 56; 26 U.S.C. §131 (changed, effective Jan. 1, 1954, to 26 U.S.C. §901).

not come into effect. Japan shall, however, deduct from its tax so calculated the amount of the tax of the United States upon income from sources within the United States and included for the taxes of both contracting States, but in an amount not exceeding that proportion of the tax of Japan which such income bears to the entire income subject to the tax of Japan.

(c) In determining the taxes of the contracting States of a recipient, who is a citizen, resident or corporation or other entity of the United States, of a dividend from a Japanese corporation, in so far as the tax of Japan imposed on income or profits of a corporation out of which a dividend is paid is deemed under the tax laws of Japan to have been imposed on a recipient of such dividend:

(i) The United States shall deem that such recipient has paid with respect to such dividend the tax of Japan in an amount equal to 25 percent of the amount of such dividend, and deduct, under the provisions of paragraph (a) of this Article, from its tax the amount of the tax of Japan so deemed to have been paid provided the recipient includes in gross income the amount of tax thus deemed to have been paid, and

(ii) Japan shall impose with respect to such dividend received by such recipient (except as such recipient is a resident of or has a permanent establishment in Japan) no tax other than the tax imposed on income or profits of the corporation

out of which such dividend is paid.

ARTICLE XV

Religious, educational, etc., organizations.

(1) Organizations organized under the laws of Japan and operated exclusively for religious, charitable, scientific, literary or educational purposes shall, to the extent and subject to conditions provided in the United States Internal Revenue Code, be exempt from the tax of the United States.

(2) Organizations organized under the laws of the United States and operated exclusively for religious, charitable, scientific, literary or educational purposes shall, to the extent and subject to conditions provided in the tax laws of Japan, be exempt from the tax of Japan.

ARTICLE XVI

Credits, restriction.

(1) There shall be allowed, for the purposes of the tax of the United States, in the case of a resident of Japan who is a nonresident of the United States (other than an officer or employee of the Government of Japan), in addition to the exemption provided in section 214 of the United States Internal Revenue Code as in effect on the first day of January 1954,^[1] a credit against net income, subject to the conditions prescribed in section 25 of the Internal Revenue Code as in effect on the said date,^[2] for the spouse of the taxpayer and for each child of the taxpayer who are present in the United States and residing with him in the United States at any time during the taxable year, but such additional credit shall not exceed that proportion thereof which the taxpayer's gross income from sources within the United States for the

¹53 Stat. 77; 26 U.S.C. §214 (changed, effective Jan. 1, 1954, to 26 U.S.C. §873 (d)).

²53 Stat. 17; 26 U.S.C. §25 (changed, effective Jan. 1, 1954, to 26 U.S.C. §35).

taxpayer's taxable year bears to his entire income from all sources for the fiscal or calendar year in which ends such taxable year.

(2) For the purposes of the tax of Japan, there shall be allowed in the case of a citizen of the United States who is a resident of Japan the same exemptions for a dependent or dependents as those granted to a national of Japan who is a resident of Japan.

ARTICLE XVII

(1) The competent authorities of both contracting States shall exchange such information available under the respective tax laws of both contracting States as is necessary for carrying out the provisions of the present Convention or for the prevention of fraud or for the administration of statutory provisions against avoidance in relation to the tax. Any information so exchanged shall be treated as secret and shall not be disclosed to any person other than those, including a court, concerned with the assessment and collection of the tax or the determination of appeals in relation thereto. No information shall be exchanged which would disclose any trade, business, industrial or professional secret or any trade process.

Exchange of information.

(2) Each of the contracting States may collect the tax imposed by the other contracting State (as though such tax were the tax of the former State) as will ensure that the exemptions, reduced rates of tax or any other benefit granted under the present Convention by such other State shall not be enjoyed by persons not entitled to such benefits.

Collection of taxes.

ARTICLE XVIII

Claims.

Where a taxpayer shows proof that the action of the tax authorities of either contracting State has resulted, or will result, in double taxation contrary to the provisions of the present Convention, he shall be entitled to present the facts to the competent authorities of the contracting State of which he is a national or a resident, or, if the taxpayer is a corporation or other entity, to those of the contracting State under the laws of which it is created or organized. Should the taxpayer's claim be deemed worthy of consideration, the competent authorities of such State to which the facts are so presented shall undertake to come to an agreement with the competent authorities of the other contracting State with a view to equitable avoidance of the double taxation in question.

ARTICLE XIX

(1) The provisions of the present Convention shall not be construed to deny or affect in any manner the right of diplomatic and consular officers to other or additional exemptions now enjoyed or which may hereafter be granted to such officers.

(2) The provisions of the present Convention shall not be construed to restrict in any manner any exemption, deduction, credit or other allowance now or hereafter accorded by the laws of one of the contracting States in determining the tax of such State.

(3) Should any difficulty or doubt arise as to the interpretation or application of the present Convention, or its relationship to Conventions between one of the contracting

States and any other State, the competent authorities of the contracting States may settle the question by mutual agreement; it being understood, however, that this provision shall not be construed to preclude the contracting States from settling by negotiation any dispute arising under the present Convention.

(4) The competent authorities of both contracting States may prescribe regulations necessary to interpret and carry out the provisions of the present Convention and may communicate with each other directly for the purpose of giving effect to the provisions of the present Convention.

Regulations.

ARTICLE XX

(1) The present Convention shall be ratified and the instruments of ratification shall be exchanged at Tokyo as soon as possible.

Ratification.
Post, p. 199.

(2) The present Convention shall enter into force on the date of exchange of instruments of ratification and shall be applicable to income or profits derived during the taxable years beginning on or after the first day of January of the calendar year in which such exchange takes place.

Entry into force,
effective date.

(3) Either of the contracting States may terminate the present Convention at any time after a period of five years shall have expired from the date on which the present Convention enters into force, by giving to the other contracting State notice of termination, provided that such notice is given on or before the 30th day of June and, in such event, the present Convention shall cease to be effective for the

Termination.

taxable years beginning on or after the first day of January of the calendar year next following that in which such notice is given.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries have signed the present Convention.

DONE at Washington, in duplicate, in the English and Japanese languages, each text having equal authenticity, this sixteenth day of April, 1954.

FOR THE UNITED STATES OF AMERICA:

A cursive signature in black ink that reads "Walter Bedell Smith".

FOR JAPAN:

A cursive signature in black ink that reads "Shigeru Yoshida".

に開始する各課税年度につき効力を失うものとする。

以上の証拠として、下名の全権委員は、この条約に署名した。

一千九百五十四年四月十六日にワシントンで、ひとしく正文である英語及び日本語により本書二通を作成した。

アメリカ合衆国のために

日本国のために



12 55 大

定を実施するため直接相互に通信することができる。

第二十条

(1) この条約は、批准されなければならない。批准書は、できるだけすみやかに東京で交換されるものとする。

(2) この条約は、批准書の交換の日に効力を生じ、その交換が行われた年の一月一日以後に開始する各課税年度において生ずる所得又は利得について適用する。

(3) いづれの一方の締約国も、この条約の効力発生の日から五年の期間を経過した後はいつでも、他方の締約国に対して終了の予告を与えることによつてこの条約を終了させることができ。その予告は、六月三十日以前に与えなければならず、その場合には、この条約は、予告が与えられた年の翌年の一月一日以後

- (1) (2) この条約の規定は、一方の締約国が租税を決定するに際し、
自国の法令によつて現在認められているか又は将来認められる
免除、減額、控除その他の恩典をいかなる形においても制限す
るものと解してはならない。
- (3) この条約の解釈若しくは適用に關し、又は一方の締約国と他
のいずれかの第三国との間の条約に対するこの条約の關係に關
して困難又は疑義が生じた場合には、両締約国の権限のある當
局は、合意によつて問題を解決することができる。もつとも、
この規定は、この条約に關して生ずる紛争を両締約国間の交渉
によつて解決することを妨げるものと解してはならない。
- (4) 両締約国の権限のある當局は、この条約の規定の解釈及び実
施のために必要な定を設けることができ、また、この条約の規

は居住する締約国の権限のある当局に対し、法人その他の団体たる納税者は、当該法人その他の団体が設立され又は組織された準拠法の施行されている締約国の権限のある当局に対し、事実の申立を行うことができる。この申立に理由があると認められるときは、申立を受けた締約国の権限のある当局は、当該二重課税を公平に回避するため、他方の締約国の権限のある当局と合意に達するよう努めるものとする。

第十九条

- (1) この条約の規定は、いかなる形においても、外交官及び領事官に対して現在与えられているか若しくは将来与えられる他の若しくは新たな免除を受ける権利を否定し、又はこれに影響を及ぼすものと解してはならない。

議についての決定に関与する者（裁判所を含む。）以外のいかなる者にも漏らしてはならない。営業上、事業上、産業上若しくは専門職業上の秘密又は取引の過程を明らかにするような情報は、交換してはならない。

(2) 各締約国は、この条約に基いて他方の締約国の与える免除、軽減税率その他の特典がそれを受けける権利のない者によつて享有されることのないようにするために、当該他方の締約国が課する租税を、自国の租税と同様に、徴収することができる。

第十八条

納稅者がいづれか一方の締約国の稅務當局の行為によりこの条約の規定に反して二重課稅の結果が生じたこと又は生ずるに至ることを立証するときは、個人たる納稅者は、自己が国籍を有し又

乗じて得た額をこえないものとする。

(2) 日本国の租税に関しては、合衆国の市民で日本国 の居住者であるものに對し、日本国 の国民で日本国 の居住者であるものがその扶養親族について認められる控除と同様の控除を行うものとする。

第十七条

(1) 両締約国 の権限のある当局は、この条約の規定を実施するため、租税に關して詐欺を防止するため、又は脱税に對処することを目的とする法規を実施するために必要な情報で両締約国 のそれぞれの税法に基いて入手することができるものを交換するものとする。交換された情報は、秘密として取り扱わなければならず、租税の賦課及び徵収に關与し、又はこれらに關する異

(1)

第十六条

合衆国の租税に關しては、日本国の居住者で合衆国の非居住者であるもの（日本国政府の職員又は被用者を除く。）に対し、一千九百五十四年一月一日現行の合衆国内国歳入法第二百四十四条に定める控除に加え、同日現行の内国歳入法第二十五条に定める条件に従つて、当該納税者の配偶者及び子で課税年度中のいずれかの時に合衆国内に滞在し、且つ、合衆国内でその者と同居するものについて、純所得に対する控除を行うものとする。

但し、この追加控除の額は、合衆国内国歳入法に定める控除額に、当該納税者が当該課税年度中に合衆国内の源泉から取得した総所得の当該課税年度の終了の日の属する事業年度又は曆年中にその者がすべての源泉から取得した全所得に対する割合を

恒久的施設を有する者を除く。)が受領する前記の配当については、当該配当の源泉である法人の所得又は利得に対しても課する租税以外の租税を課さないものとする。

第十五条

(1)

日本国の法令に基いて組織され、且つ、もつばら宗教、慈善、学術、文芸又は教育の目的のために運営される団体は、合衆国内国歳入法に定める範囲において、且つ、同法に定める条件に従つて、合衆国の租税を免除される。

(2)

合衆国の法令に基いて組織され、且つ、もつばら宗教、慈善、学術、文芸又は教育の目的のために運営される団体は、日本国の税法に定める範囲において、且つ、当該税法に定める条件に従つて、日本国の租税を免除される。

(o)

日本の法人からの配当の受領者で合衆国の市民、居住者又は法人その他の団体であるものに対して各締約国が租税を決定するに際しては、配当の源泉である法人の所得又は利得に対して課せられる日本国の租税が、日本国の税法上、その配当の受領者に対して課せられたものであるとみなされる限り、

(i) 合衆国は、前記の受領者が前記の配当についてその配当金額の百分の二十五に相当する額の日本国の租税を支払つたものとみなして、その支払つたものとみなされる日本国の租税の額を本条(ii)の規定により自国の租税の額から控除するものとする。但し、当該受領者がその支払つたものとみなされる租税の額を総所得金額に算入する場合に限る。

日本国は、前記の受領者（日本国の居住者又は日本国内に

得として取り扱われる範囲において、日本国内の源泉から生ずる所得として取り扱う。

(b)

日本国は、自国の居住者又は法人その他の団体に対する租税を決定するに際しては、この条約の他の規定にかかわらず、この条約が効力を生じなかつたものとして、日本国の税法に基いて課税することができるすべての項目の所得をその租税の課税標準に含めることができる。但し、日本国は、その租税から、合衆国内の源泉から生じ、且つ、両締約国によつて課税の対象とされた所得に対して課せられた合衆国の租税の額を、日本国の租税の額に当該所得の日本国によつて課税の対象とされた全所得に対する割合を乗じて得た額を限度として、控除するものとする。

(b)

二重課税は、次の方法によつて回避するものとする。

合衆国は、自國の市民、居住者又は法人その他の団体に対する租税を決定するに際しては、この条約の他の規定にかかわらず、この条約が効力を生じなかつたものとして、合衆国の歳入に関する法令に基いて課税することができるすべての項目の所得をその租税の課税標準に含めることができる。但し、合衆国は、千九百五十四年一月一日現行の内国歳入法第百三十二条の規定に従つて、その租税から日本国の租税の額を控除するものとする。前記の内国歳入法第百三十二条の規定に基いて控除を決定するに際しては、日本国内に恒久的施設を有する合衆国企業から当該恒久的施設の業務に関する債務について支払を受ける利子は、日本国の法令により日本国内の源泉から生ずる所

- (e) 不動産から生ずる所得（不動産の売却又は交換によつて生ずる収益を含み、不動産によつて担保される債権又は債券から生ずる利子を含まない。）及び鉱山、採石場その他天然資源の運用に関する使用料は、当該不動産又は鉱山、採石場その他天然資源がある国から生ずる所得として取り扱う。
- (f) 勞働又は人的役務（自由職業の業務を含む。）に対する報酬は、その労働又は人的役務が行われた国の源泉から生ずる所得として取り扱う。
- (g) 特許権、著作権、意匠権、商標権及びこれらに類する財産の一方の締約国内における使用又は使用の権利に対する使用料は、その締約国内の源泉から生ずる所得として取り扱う。

この企業で他方の締約国内に恒久的施設を有しないものが支払う利子は、当該一方の締約国内の源泉から生ずる所得として取り扱う。

(c) 動産の売買によつて取得する収益、利得及び所得は、その動産の売却が行われた国から生じたものとして取り扱う。

(d) 納税者が一方の締約国内で全部又は一部を製造した物品を他方の締約国内で売却することによつて取得する収益、利得及び所得は、一部分はその製造が行われた国から、一部分はその売却が行われた国から生じたものとして取り扱い、これらの収益、利得及び所得のうちこの条約の他の規定によつて配分することができないものは、その納税者の各締約国における売上高及び資産額に比例して両締約国間に配分する。

こえない期間他方の締約国内に一時的に滞在する場合において、当該期間内にその者の行つた役務に対してこれらの企業又は団体が支払う報酬の金額が年額に換算して六千合衆国ドル又はこの額を当該報酬の取得の時ににおける公定の基準外国為替相場で日本円に換算した額をこえないときは、当該期間内にその者の行つた役務に対してこれらの企業又は団体が海外から支払う報酬は、当該他方の締約国の租税を免除される。

第十三条

この条約の適用上、

- (a) 一方の締約国の法人が支払う配当は、その締約国内の源泉から生ずる所得として取り扱う。
- (b) 一方の締約国（その地方公共団体を含む。）又は一方の締約

の支払を含む。一について当該他方の締約国の租税を免除される。

(2)

一方の締約国の居住者でその締約国の宗教、慈善、学術、文芸又は教育の団体から交付金、手当又は奨励金を受けるものが他方の締約国内に一時的に滞在する場合には、海外からその者に送付されるこれらの交付金、手当又は奨励金（人的役務の対価としての報酬を除く。）は、当該他方の締約国の租税を免除される。

(3)

一方の締約国の居住者でその締約国の企業若しくは本条(2)に掲げる団体の被用者であるもの又はこれらの企業若しくは団体と契約しているものが、もつばら当該企業又は団体以外の者から技術上、専門職業上又は事業上の経験を習得するため一年を

第十一條

一方の締約国の居住者で、教授及び教員の交換に関する両締約国との政府間若しくは両締約国内の教育施設間の取極に基いて、又は他方の締約国の政府若しくは他方の締約国内の教育施設の招へいによつて、二年をこえない期間当該他方の締約国内の大学、学校その他の教育機関において教育を行うため一時的に当該他方の締約国を訪れるものは、その期間中に行う教育に対する報酬について当該他方の締約国の租税を免除される。

第十二條

(1) 一方の締約国の居住者でもつばら他方の締約国内の一般に認められた大学又は学校の学生として当該他方の締約国内に一時的に滞在するものは、海外からの送金（海外にある雇主から

おける公定の基準外国為替相場で日本円に換算した額をとえな
いこと。

第十条

(1)
(2)

合衆国の市民たる個人（永住のため日本国に入国すること
を許可された者を除く。）に対して合衆国が支払う給料、賃
金及びこれらに類する報酬は、日本国の租税を免除される。

(b) 日本国の国民たる個人（永住のため合衆国に入国すること
を許可された者を除く。）に対して日本国が支払う給料、賃
金及びこれらに類する報酬は、合衆国の租税を免除される。

(2)

本条の規定は、いずれか一方の締約国が利得を得る目的で営
む営業又は事業に関して行われた役務につき支払われる給料、
賃金又はこれらに類する報酬については、適用しない。

第九条

一方の締約国 の居住者が他方の締約国内にいづれかの課税年度の間一時的に滞在して行つた労働又は人的役務（自由職業の業務を含む。）に対して報酬を取得する場合において、その滞在期間及び報酬が次の条件のいずれかに該当するときは、その報酬は、当該他方の締約国の租税を免除される。

- (a) 滞在期間が当該課税年度を通じて合計百八十日をこえず、且つ、その報酬が当該一方の締約国 の居住者又は法人その他の団体の役員又は被用者として行つた労働又は人的役務について得たものであること。
- (b) 滞在期間が当該課税年度を通じて合計九十日をこえず、且つ、その報酬が三千合衆国ドル又はこの額を当該報酬の取得の時に

租税の税率は、百分の十五をこえてはならない。

第八条

一方の締約国の居住者又は法人その他の団体で、

(a) 他方の締約国内にある不動産から生ずる所得（不動産の売却又は交換によつて生ずる収益を含み、不動産によつて担保される債権又は債券から生ずる利子を含まない。）又は

(b) 他方の締約国内にある鉱山、採石場その他天然資源の運用に
関する使用料

を取得するものは、いすれの課税年度についても、自己がその課税年度を通じて他方の締約国内に恒久的施設を有していたものと仮定して、当該他方の締約国の租税を純所得を基礎として課せらることを選択することができる。

債券、証券、利付証書、社債その他のすべての種類の債権（不動産によつて担保される債権又は債券を含む。）の利子に対して当該一方の締約国が課する租税の税率は、百分の十五をこえてはならない。

第七条

一方の締約国内に恒久的施設を有しない他方の締約国の居住者又は法人その他の団体が当該一方の締約国内の源泉から著作権、芸術上又は学術上の著作物、特許権、意匠権、秘密工程又は秘密方式、商標権その他これらに類する財産を使用する権利の対価として取得する使用料その他の料金（映画フィルム又は産業上、商業上若しくは学術上の設備の使用に関して取得する賃貸料及びこれに類する収入金を含む。）に対して当該一方の締約国が課する

対してもそれぞれの本国に登録されている船舶若しくは航空機の運用から生ずる所得に対する租税を免除する第三国に登録されている船舶又は航空機の運用によつて取得する所得は、当該他方の締約国の租税を免除される。

(2) この条約は、千九百二十六年三月三十一日付及び千九百二十六年六月八日付でワシントンにおいて交換された公文によつて効力を生じた船舶所得に対する二重課税の回避に関する合衆国政府と日本国政府との間の取極に影響を及ぼすものと解してはならない。

第六条

一方の締約国内に恒久的施設を有しない他方の締約国の居住者又は法人その他の団体が当該一方の締約国内の源泉から取得する

一方の締約国の企業が、他方の締約国の企業の経営又は資金構成に参加していることにより、当該他方の締約国の企業に対し、商業上又は資金上の関係において、独立の企業に対して設けられるべき条件と異なる条件を設け又は課している場合には、それらの企業の一に通常配分されるべき利得で前記の条件のために配分されなかつたものは、その企業の利得に算入して課税することができる。

第五条

- (1) この条約の第三条及び第四条の規定にかかわらず、一方の締約国の企業が
- (a) 当該締約国又は
- (b) (A)当該締約国の企業及び(B)他方の締約国の企業のいずれに

条件で同一又は同様の活動を行い、且つ、独立の立場でその恒久的施設を有する企業と取引を行つたと仮定した場合に取得しるべき産業上又は商業上の利得が、その恒久的施設に帰せられるものとする。

(4) 恒久的施設の産業上又は商業上の利得を決定するに際しては、経営費及び一般管理費を含むすべての費用でその恒久的施設に合理的に配分することができるものは、その生じた場所のいかんを問わず、経費に算入することを認めるものとする。

(5) 両締約国の権限のある当局は、この条約の他の規定と矛盾しない範囲内で、産業上又は商業上の利得の配分に関する細目を取りきめることができる。

第三条

(1)

一方の締約国の企業は、他方の締約国内に恒久的施設を有しない限り、その企業の産業上又は商業上の利得について当該他方の締約国の租税を課せられない。一方の締約国の企業が他方の締約国内に恒久的施設を有する場合には、当該他方の締約国は、自国内の源泉から生ずるその企業の全所得に対して租税を課することができる。

(2)

一方の締約国が租税を決定するに際しては、他方の締約国の企業が当該一方の締約国内で単に購入したに過ぎない商品については、所得の計算上考慮しないものとする。

(3)

一方の締約国の企業が他方の締約国内に恒久的施設を有する場合には、その恒久的施設が独立の企業として同一又は同様の

(2) 税をいう。

(i) 「権限のある当局」とは、合衆国については財務長官が権限を与えた内国歳入局長官をいい、日本国については大蔵大臣又は大蔵大臣が権限を与えた代理者をいう。

(ii) 「産業上又は商業上の利得」には、製造業、商業、農業、漁業、鉱業、金融業及び保険業の利得を含み、配当、利子、賃貸料、使用料又は人的役務の報酬として取得する所得を含まない。

いづれの一方の締約国がこの条約の規定を適用する場合にも、特に定義されていない用語の意義は、文脈により別に解釈すべき場合を除く外、自国の租税に関する法令における解釈によるものとする。

(e)

「合衆国の企業」とは、合衆国内に居住する者（個人、受託者及び組合を含む。）又は合衆国の法人その他の団体が合衆国内で営む産業上又は商業上の企業又は事業をいい、「合衆国の法人その他の団体」とは、合衆国の法令又は合衆国のいずれかの州若しくは準州の法令に基いて設立され、又は組織された法人その他の団体をいう。

(f)

「日本の企業」とは、日本国内に居住する個人又は日本の法人その他の団体が日本国内で営む産業上又は商業上の企業又は事業をいい、「日本の法人その他の団体」とは、日本国の法令に基いて設立され、又は組織された法人又は組合その他の法人格のない団体をいう。

(g)

「租税」とは、文脈により、第一条(1)(a)又は(b)に掲げる租

(d)

の業務を通常の方法で行うものを通じて他方の締約国内で事業活動を行つたという理由のみでは、他方の締約国内に恒久的施設を有するものとはされない。一方の締約国の企業が物品又は商品をもつばら自己のために購入する事業を行う一定の場所を他方の締約国内に保有しているという事実のみでは、その場所は、その企業の恒久的施設とはならない。一方の締約国の法人が他方の締約国の法人又は他方の締約国内で営業若しくは事業に従事する法人を支配しているという事実のみでは、その支配されている法人は、当該一方の締約国の法人の恒久的施設とはならない。

「一方の締約国の企業」とは、場合に応じ、合衆国の企業又は日本の企業をいう。

(b)

イ 準州及びディストリクト・オブ・コロンビアをいう。

(b) 「日本国」とは、地理的意味で用いる場合には、第一条(1)に掲げる租税に関する法令が施行されるすべての領域をいう。

(c)

「恒久的施設」とは、事務所、工場、作業場、支店、倉庫その他事業を行う一定の場所をいう。但し、偶發的且つ一時的に使用される単なる貯蔵施設を含まない。また、代理店で、代理人が企業のために契約を協議し及び締結する包括的権限を有し、且つ、これを常習的に行使するもの又は企業のために通常注文に応ずるに足りる在庫品を有するものは、恒久的施設に含まれる。一方の締約国の企業は、純然たる問屋、仲立人、管理人その他独立の代理人でこれらの者としての本来

第一條

(1) この条約にいう租税は、次のものとする。

- (2) (a) アメリカ合衆国については、連邦所得税（附加税を含む。）
 - (b) 日本国については、所得税及び法人税
- この条約は、所得又は利得に対する他の租税で、本条(1)に掲げる租税と実質的に同様の性質を有し、且つ、この条約の署名の日の後にいずれの一方の締約国によつて課せられるものについても、また、適用する。

第二条

(1) この条約において、

- (a) 「合衆国」とは、アメリカ合衆国をいい、地理的意味で用いる場合には、アメリカ合衆国の諸州、アラスカ準州、ハワイ

所得に対する租税に関する二重課税の回避及び脱税の防止のためのアメリカ合衆国と日本国との間の条約

アメリカ合衆国政府及び日本国政府は、所得に対する租税に関する二重課税を回避し及び脱税を防止するための条約を締結することを希望して、そのため、次のとおりそれぞれの全権委員を任命した。

アメリカ合衆国政府

アメリカ合衆国國務長官代理 ウォルター・ベデル・スマス

日本国政府

アメリカ合衆国駐在日本国特命全権大使 井口貞夫

これらの全権委員は、互にその全権委任状を示し、それが良好妥当であると認められた後、次の諸条を協定した。

AND WHEREAS the Senate of the United States of America, by their resolution of February 25, 1955, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid convention;

AND WHEREAS the aforesaid convention was duly ratified by the President of the United States of America on March 7, 1955, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of Japan;

AND WHEREAS the respective instruments of ratification of the aforesaid convention were duly exchanged at Tokyo on April 1, 1955, and a protocol of exchange was signed at that place and on that date by the respective Plenipotentiaries of the United States of America and Japan;

AND WHEREAS it is provided in Article XX of the aforesaid convention that the convention shall enter into force on the date of exchange of instruments of ratification and shall be applicable to income or profits derived during the taxable years beginning on or after the first day of January of the calendar year in which such exchange takes place;

Ante, p. 167.

AND WHEREAS, accordingly, upon the exchange of instruments of ratification of the aforesaid convention, the convention became applicable to income or profits derived during the taxable years beginning on or after January 1, 1955;

NOW, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the aforesaid convention to the end that the said convention and each and every article and clause thereof may be observed and fulfilled with good faith 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 hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eighth day of April in the year of our Lord one thousand nine hundred fifty-five and of the Independence of the United States of America the one hundred seventy-ninth.

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

The Japanese Ambassador to the Acting Secretary of State

EMBASSY OF JAPAN
WASHINGTON, D. C.

APRIL 16, 1954.

SIR:

In proceeding today to the signature of the Convention between Japan and the United States of America for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income, I have the honor to enclose herewith, for the purpose of future reference, a memorandum confirming an understanding in regard to the interpretation of certain provisions of that Convention. I shall appreciate receiving from you an acknowledgment and confirmation of this statement of the understanding.

Accept, Sir, the assurances of my highest consideration.

S. IGUCHI

Enclosure:

Memorandum.

The Honorable

WALTER BEDELL SMITH,
Acting Secretary of State,
Washington, D. C.

MEMORANDUM

Ante, pp. 162, 159.

It is understood that in the application of Article XIV and Articles XI and XII of the Convention between Japan and the United States of America for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income

Ante, p. 158.

- (1) the provisions of Article XIV shall not be construed to deny the exemptions from the Japanese tax or the United States tax, as the case may be, granted by Article X (1), Article XI and Article XII;
- (2) neither of the contracting States shall be precluded from taxing its own nationals or citizens with respect to income coming within Article XI or Article XII.

The Acting Secretary of State to the Japanese Ambassador

DEPARTMENT OF STATE
WASHINGTON

April 16, 1954

EXCELLENCY:

I have the honor to acknowledge the receipt of your note dated today and to confirm the understanding, as set forth in the memorandum enclosed with that note, in regard to an interpretation of certain provisions of the Convention between the United States of America and Japan for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income, signed today.

Accept, Excellency, the assurances of my highest consideration.

WALTER BEDELL SMITH
Acting Secretary of State

His Excellency
SADAO IGUCHI,
Ambassador of Japan.

MULTILATERAL INTERNATIONAL SUGAR AGREEMENT

Dated at London October 1, 1953;

TIAS 3177

*Ratification advised by the Senate of the United States of America, with
an understanding, April 28, 1954;*

Oct. 1, 1953

*Ratified by the President of the United States of America, subject to the
said understanding, April 29, 1954;*

*Ratification of the United States of America deposited with the Govern-
ment of the United Kingdom of Great Britain and Northern Ireland
May 3, 1954;*

*Proclaimed by the President of the United States of America April 4,
1955;*

Entered into force May 5, 1954.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the International Sugar Agreement dated in London October 1, 1953 was signed on behalf of the United States of America, Australia, the Kingdom of Belgium, Brazil, China, Cuba, Czechoslovakia, Denmark, the Dominican Republic, France and the countries which France represents internationally, the Federal Republic of Germany, Greece, Haiti, Japan, Lebanon, Mexico, the Kingdom of the Netherlands, the Republic of the Philippines, the Polish People's Republic, Portugal, the Union of South Africa, the Union of Soviet Socialist Republics, the United Kingdom of Great Britain and Northern Ireland, and the Federal People's Republic of Yugoslavia;

WHEREAS the text of the said Agreement, in the English, French, Chinese, Russian, and Spanish languages, as certified by the Foreign Office of the Government of the United Kingdom of Great Britain and Northern Ireland, is word for word as follows:

**INTERNATIONAL SUGAR
AGREEMENT**

The Governments party to this Agreement have agreed as follows:—

Chapter I.—General Objectives

ARTICLE 1

The objectives of this Agreement are to assure supplies of sugar to importing countries and markets for sugar to exporting countries at equitable and stable prices; to increase the consumption of sugar throughout the world; and to maintain the purchasing power in world markets of countries or areas whose economies are largely dependent upon the production or export of sugar by providing adequate returns to producers and making it possible to maintain fair standards of labour conditions and wages.

Chapter II.—Definitions

ARTICLE 2

For the purposes of this Agreement—

(1) "Ton" means a metric ton of 1,000 kilograms.
(2) "Quota Year" means calendar year, that is, the period from January 1 to December 31, both inclusive.

(3) "Sugar" means sugar in any of its recognised commercial forms derived from sugar cane or sugar beet, including edible and fancy molasses, syrups and any other form of liquid sugar used for human consumption, except final molasses and low-grade types of non-centrifugal sugar produced by primitive methods.

Amounts of sugar specified in this Agreement are in terms of raw value, net weight, excluding the container. Except as provided in Article 16, the raw value of any amount of sugar means its equivalent in terms of raw sugar testing 96 sugar degrees by the polariscope.

(4) "Net imports" means total imports of sugar after deducting total exports of sugar.

(5) "Net exports" means total exports of sugar (excluding sugar supplied as ships' stores for ships victualling at domestic ports) after deducting total imports of sugar.

(6) "Free market" means the total of net imports of the world market except those excluded under any provisions of this Agreement.

(7) "Basic export tonnages" means the quantities of sugar specified in Article 14 (1).

(8) "Initial export quota" means the quantity of sugar allotted for any quota year under Article 18 to each country listed in Article 14 (1).

(9) "Export quota in effect" means the initial export quota as modified by such adjustment as may be made from time to time.

(10) "Stocks of Sugar," for the purposes of Article 13, means either:—

- (1) All sugar in the country concerned either in factories, refineries, warehouses, or in the course of internal transportation for destinations within the country, but excluding bonded foreign sugar (which term shall be regarded as also covering sugar "en admission temporaire") and excluding sugar in factories, refineries and warehouses or in the course of internal transportation for destinations within the country, which is solely for distribution for internal consumption and on which such excise or other consumption duties as exist in the country concerned have been paid; or

(2) All sugar in the country concerned either in factories, refineries, warehouses, or in the course of internal transportation for destinations within the country, but excluding bonded foreign sugar (which term shall be regarded as also covering sugar "en admission temporaire") and excluding sugar in factories, refineries and warehouses or in the course of internal transportation for destinations within the country which is solely for distribution for internal consumption;

according to the notification made to the Council by each Participating Government under Article 13.

(11) "The Council" means the International Sugar Council established under Article 27.

(12) "The Executive Committee" means the Committee established under Article 37.

(13) "Importing Country" means one of the countries listed in Article 33, or any country which is a net importer of sugar, as the context requires.

(14) "Exporting Country" means one of the countries listed in Article 34, or any country which is a net exporter of sugar, as the context requires.

Chapter III.—General Undertakings by Participating Governments

1. Subsidies

ARTICLE 3

(1) The Participating Governments recognise that subsidies on sugar may so operate as to impair the maintenance of equitable and stable prices in the free market and so endanger the proper functioning of this Agreement.

(2) If any Participating Government grants or maintains any subsidy, including any form of income or price support, which operates directly or indirectly to increase exports of sugar from, or to reduce imports of sugar into its territory, it shall during each quota year notify the Council in writing of the extent and nature of the subsidisation, of the estimated effect of the subsidisation on the quantity of sugar exported from or imported into its territory and of the circumstances making the subsidisation necessary.

(3) In any case in which a Participating Government considers that serious prejudice to its interests under this Agreement is caused or threatened by such subsidisation, the Participating Government granting the subsidy shall, upon request, discuss with the other Participating Government or Governments concerned, or with the Council, the possibility of limiting the subsidisation. In any case in which the matter is brought before the Council, the Council may examine the case with the Governments concerned and make such recommendations as it deems appropriate.

2. Programmes of Economic Adjustment

ARTICLE 4

Each Participating Government agrees to adopt such measures as it believes will be adequate to fulfil its obligations under this Agreement with a view to the achievement of the general objectives set forth in Article 1 and as will ensure as much progress as practicable within the duration of this Agreement towards the solution of the commodity problem involved.

3. Promotion of Increased Consumption of Sugar**ARTICLE 5**

With the object of making sugar more freely available to consumers, each Participating Government agrees to take such action as it deems appropriate to reduce disproportionate burdens on sugar, including those resulting from—

- (i) private and public controls, including monopoly;
- (ii) fiscal and tax policies.

4. Maintenance of Fair Labour Standards**ARTICLE 6**

The Participating Governments declare that, in order to avoid the depression of living standards and the introduction of unfair competitive conditions in world trade, they will seek the maintenance of fair labour standards in the sugar industry.

Chapter IV.—Special Obligations of the Participating Governments of Countries which import Sugar**ARTICLE 7**

(1)—(i) The Government of each participating importing country and the Government of each participating exporting country which imports sugar for re-export agrees that, to prevent non-participating countries from gaining advantage at the expense of participating countries, it will not permit the import from non-participating countries as a group during any quota year of a total quantity larger than was imported from those countries as a group during any one of the three calendar years preceding the year in which the Agreement entered into force, *i.e.*, 1951, 1952, 1953; provided that the said total quantity shall not include imports purchased by a participating country from non-participating countries at any time when such country cannot meet its requirements from participating countries at prices not exceeding the maximum established in Article 20, and has so notified the Council.

(ii) The years referred to in sub-paragraph (i) of this paragraph may be varied by a determination of the Council on the application of any Participating Government which considers that there are special reasons for such variation.

(2)—(i) If any Participating Government considers that the obligation it has assumed under paragraph (1) of this Article is operating in such a way that its country's re-export trade in refined sugar or trade in sugar-containing products is suffering damage therefrom, or is in imminent danger of being damaged, it may request the Council to take action to safeguard the trade in question, and the Council shall forthwith consider any such request and shall take such action, which may include the modification of the aforesaid obligation, as it deems necessary for that purpose. If the Council fails to deal with a request made to it under this sub-paragraph within 15 days of its receipt, the Government making the request shall be deemed to have been released from its obligation under paragraph (1) of this Article to the extent necessary to safeguard the said trade.

(ii) If in a particular transaction in the usual course of trade the delay resulting from the procedure provided for in sub-paragraph (i) of this paragraph might result in damage to a country's re-export trade in sugar, the Government concerned shall be released from the obligation in paragraph (1) of this Article in respect of that particular transaction.

(3)—(i) If any Participating Government considers that it cannot carry out the obligation in paragraph (1) of this Article, it agrees to furnish the Council with all relevant facts and to inform the Council of the measures which it would propose to take, and the Council shall within 15 days examine the matter and may, in respect of such Government, modify the obligation laid down in paragraph (1).

(ii) If the Government of any participating exporting country considers that the interests of its country are being damaged by the operation of paragraph (1) of this Article, it may furnish the Council with all relevant facts and inform the Council of the measures which it would wish to have taken by the Government of the other participating country concerned, and the Council may, in agreement with the latter Government, modify the obligation laid down in paragraph (1).

(4) The Government of each participating country which imports sugar agrees that as soon as practicable after its ratification of, acceptance of, or accession to this Agreement, it will notify the Council of the maximum quantities which could be imported from non-participating countries under paragraph (1) of this Article.

(5) In order to enable the Council to make the redistributions provided for in Article 19 (1) (ii), the Government of each participating country which imports sugar agrees to notify the Council, within a period fixed by the Council which shall not exceed eight months from the beginning of the quota year, of the quantity of sugar which it expects will be imported from non-participating countries in that quota year; provided that the Council may vary the aforesaid period in the case of any such country.

Chapter V.—Special Obligations of Governments of Participating Exporting Countries

ARTICLE 8

(1) The Government of each participating exporting country agrees that exports from its country to the free market will be so regulated that net exports to that market will not exceed the quantities which such country may export each quota year in accordance with the export quotas established for it under the provisions of this Agreement.

(2) The Government of each participating exporting country with a basic export tonnage in excess of 75,000 tons agrees not to permit the export during the first eight months of any quota year of more than 80 per cent. of its initial export quota; provided that the Council may increase this percentage if it deems such increase to be justified by market conditions.

ARTICLE 9

The Government of each participating exporting country agrees that it will take all practicable action to ensure that the demands of participating countries which import sugar are met at all times. To this end, if the Council should determine that the state of demand is such that, notwithstanding the provisions of this Agreement, participating countries which import sugar are threatened with difficulties in meeting their requirements, it shall recommend to participating exporting countries measures designed to give effective priority to those requirements. The Government of each participating exporting country agrees that, on equal terms of sale, priority in the supply of available sugar, in accordance with the recommendations of the Council, will be given to participating countries which import sugar.

ARTICLE 10

The Government of each participating exporting country agrees to adjust the production of sugar in its country during the term of this Agreement and in so far as practicable in each quota year of such term (by regulation of the manufacture of sugar or, when this is not possible, by regulation of acreage or plantings) so that the production does not exceed such amount of sugar as may be needed to provide for domestic consumption, exports permitted under this Agreement, and maximum stocks specified in Article 13.

ARTICLE 11

The Government of each participating exporting country agrees to advise the Council as soon as possible of such part of its country's initial export quota and export quota in effect as it expects will not be used and on receipt of such advice, the Council shall take action in accordance with Article 19 (1) (i).

ARTICLE 12

If the Government of a participating exporting country fails to give notice, within a period determined for the duration of this Agreement by the Council in agreement with that Government, but in any case not exceeding 8 months from the date on which initial export quotas were allocated, of such part of the initial export quota of its country as it expects will not be used, the initial export quota of that country for the following quota year shall be reduced by the difference between the actual exports and the initial export quota or latest export quota in effect, whichever is the less. The Council may decide not to impose this penalty if it is satisfied that a Government failed to give notice because its country's intended exports fell short by reason of *force majeure* or other circumstances beyond its control occurring after the date for notice established in accordance with this Article.

Chapter VI.—Stocks**ARTICLE 13**

(1) The Governments of participating exporting countries undertake so to regulate production in their countries that the stocks in their respective countries shall not exceed for each country on a fixed date each year immediately preceding the start of the new crop, such date to be agreed with the Council, an amount equal to 20 per cent. of its annual production.

(2) Nevertheless, the Council may, if it considers that such action is justified by special circumstances, authorise the holding of stocks in any country in excess of 20 per cent. of its production.

(3) The Government of each participating country listed in Article 14 (1) agrees:—

(i) that stocks equal to an amount of not less than 10 per cent. of its country's basic export tonnage shall be held in its country at a fixed date each year immediately preceding the start of the new crop, such date to be agreed with the Council, unless drought, flood or other adverse conditions prevent the holding of such stocks; and

(ii) that such stocks shall be earmarked to fill increased requirements of the free market and used for no other purpose without the consent of the Council, and shall be immediately available for export to that market when called for by the Council.

(4) The Council may increase the amount of the minimum stocks to be carried under paragraph (3) of this Article up to 15 per cent.

(5) The Government of each participating country, in which stocks are held under the provisions of paragraph (3) as they may be modified by the provisions of paragraph (4) of this Article, agrees that unless otherwise authorised by the Council, stocks held under those provisions shall be used neither for meeting priorities under Article 14 B, nor for meeting increases in quotas in effect under Article 22 while such quotas are lower than its country's basic export tonnage, unless the stocks so used can be replaced before the beginning of its country's crop in the ensuing quota year.

(6) For the purposes of this Agreement the Cuban Stabilisation Reserve shall not be considered part of the stocks available for the free market nor shall it be included in the computation of stocks under paragraph (1) of this Article.

The Cuban Government, however, agrees to consider making such reserve available for the free market on the request of the Council if the Council considers that market conditions make such action advisable.

(7) The Government of each participating exporting country agrees that, so far as possible, it will not permit the disposal of stocks held under this Article, following its withdrawal from this Agreement or following the expiration of this Agreement, in such a manner as to create undue disturbance in the free market for sugar.

(8) Not later than three months after the date of signature of this Agreement the Government of each participating country shall inform the Council which of the two definitions of "stocks of sugar" in Article 2 it accepts as applicable to its country.

Chapter VII.—Regulation of Exports

ARTICLE 14

A.—Basic Export Tonnages

(1) For each of the quota years during which this Agreement is in force the exporting countries or areas named below shall have the following basic export tonnages for the free market:—

(in thousands
of tons)

Belgium (including Belgian Congo)	50
Brazil	175
China (Taiwan)	600
Colombia	5
Cuba	2,250
Czechoslovakia	275
Denmark	70
Dominican Republic	600
France (and the countries France represents internationally)	20
Germany, Eastern	150
Haiti	45
Hungary	40
Indonesia	250
Mexico	75
Netherlands (including Surinam)	40*
Peru	280
Philippines	25
Poland	220
U.S.S.R.	200
Yugoslavia	20

* The Kingdom of the Netherlands undertake not to export over the years 1954, 1955 and 1956, taken as a whole, a greater amount of sugar than they import during the same period.

(2) The export quotas of the Czechoslovak Republic and the People's Republic of Poland do not include their exports of sugar to the U.S.S.R. and these exports are outside this Agreement. The U.S.S.R. export quota is therefore calculated without taking into account imports of sugar from the above-mentioned countries.

(3) The present Agreement does not apply to movements of sugar between France and the countries which France represents internationally, and the Associated States of Cambodia, Laos and Vietnam.

(4) Costa Rica, Ecuador and Nicaragua, to which no basic export tonnages have been allotted under this Article, may each export to the free market up to 5,000 tons raw value a year.

(5) This Agreement does not ignore, and does not have the purpose of nullifying Indonesia's aspiration as a Sovereign State for its rehabilitation to its historical position as a sugar exporting country to the extent that may be practicable within the possibilities of the free market.

(6) India shall have the status of an exporting country but has not requested that an export quota be allotted to her.

B.—Priorities on Shortfalls and on Increased Free Market Requirements

(7) In determining export quotas in effect the following priorities shall be applied in accordance with the provisions of paragraph (8) of this Article:—

- (a) The first 50,000 tons will be allotted to Cuba.
- (b) The next 15,000 tons will be allotted to Poland.
- (c) The next 5,000 tons will be allotted to Haiti in the first and second year, this being increased to 10,000 tons in the third year.
- (d) The next 25,000 tons will be allotted to Czechoslovakia.
- (e) The next 10,000 tons will be allotted to Hungary.

(8)—(i) In redistributions resulting from the provisions of Articles 19 (1) (i) and 19 (2), the Council shall give effect to the priorities listed in paragraph (7) of this Article.

(ii) In distributions resulting from the provisions of Articles 18, 19 (1) (ii) and 22, the Council shall not give effect to the said priorities until the exporting countries listed in paragraph (1) of this Article have been offered export quotas equal to the total of their basic export tonnages, subject to any reductions applied under Articles 12 and 21 (3) and thereafter shall give effect to the said priorities only in so far as the said priorities have not already been brought into effect in accordance with sub-paragraph (i) of this paragraph.

(iii) Reductions resulting from the application of the provisions of Article 21 shall be applied *pro rata* to the basic export tonnages until the export quotas in effect have been reduced to the total of the basic export tonnages plus the total of the priorities allotted due to increases in free market requirements for that year, after which the priorities shall be deducted in the reverse order and thereafter reductions shall be applied again *pro rata* to basic export tonnages.

ARTICLE 15

This Agreement does not apply to movements of sugar between the Belgo-Luxembourg Economic Union (including the Belgian Congo), France and the countries which France represents internationally, the Federal Republic of Germany, and the Kingdom of the Netherlands (including Surinam).

These countries undertake to restrict the movements referred to in this Article to a net amount of 175,000 tons of sugar per year.

ARTICLE 16

(1) The Government of the United Kingdom of Great Britain and Northern Ireland (on behalf of the British West Indies and British Guiana, Mauritius and Fiji), the Government of the Commonwealth of Australia and the Government of the Union of South Africa undertake that net exports of sugar by the exporting territories covered by the Commonwealth Sugar Agreement of 1951 (excluding local movements of sugar between adjoining Commonwealth territories, or islands, in such quantities as can be authenticated by custom) shall not together exceed the following total quantities:—

- (i) in the calendar years 1954 and 1955—2,413,793 tons (2,375,000 English long tons) tel quel per year;
- (ii) in the calendar year 1956—2,490,018 tons (2,450,000 English long tons) tel quel.

Subject to contractual obligations assumed by the Governments concerned under the Commonwealth Sugar Agreement of 1951, the quantitative limits for the calendar years 1954, 1955 and 1956 specified above shall not be varied and the provisions of all other articles of this Agreement shall be construed accordingly.

(2) These limitations have the effect of leaving available to the free market a share in the sugar markets of Commonwealth countries. The Governments aforementioned would, however, regard themselves as released from their obligation thus to limit exports of Commonwealth sugar if a Government or Governments of a participating exporting country or of participating countries having a basic export tonnage or tonnages under Article 14(1) should enter into a special trading arrangement with an importing country of the Commonwealth which would guarantee the exporting country a specified portion of the market of that Commonwealth country.

(3) The Government of the United Kingdom of Great Britain and Northern Ireland with the concurrence of the Government of the Commonwealth of Australia and the Government of the Union of South Africa, undertakes to provide the Council sixty days in advance of the beginning of each quota year with an estimate of total net exports from the exporting territories covered by the Commonwealth Sugar Agreement in such year and to inform the Council promptly of any changes in such estimate during that year. The information supplied to the Council by the United Kingdom pursuant to this undertaking shall be held to discharge fully the obligations in Articles 11 and 12 so far as the aforementioned territories are concerned.

(4) The provisions of paragraphs (3) and (4) of Article 13 shall not apply to the exporting territories covered by the Commonwealth Sugar Agreement.

(5) Nothing in this Article shall be held to prevent any participating country exporting to the free market from exporting sugar to any country within the British Commonwealth nor, within the quantitative limits set out above, to prevent any Commonwealth country from exporting sugar to the free market.

ARTICLE 17

Exports of sugar to the United States of America for consumption therein shall not be considered exports to the free market and shall not be charged against the export quotas established under this Agreement.

ARTICLE 18

(1) Before the beginning of each quota year the Council shall cause an estimate to be made of the net import requirements of the free market during such year for sugar from exporting countries listed in Article 14(1). In the

preparation of this estimate, there shall be taken into account among other factors the total amount of sugar which the Council is notified could be imported from non-participating countries under the provisions of Article 7 (4).

(2) At least 30 days before the beginning of each quota year the Council shall consider the estimate of the net import requirements of the free market prepared in accordance with paragraph (1) of this Article. If the Council adopts that estimate, it shall forthwith assign an initial export quota for the free market for such year to each of the exporting countries listed in Article 14 (1) by distributing that estimate among the exporting countries *pro rata* to their basic export tonnages, subject to the provisions of Article 14 B, to such penalties as may be imposed in accordance with the provisions of Article 12 and to such reductions as may be made under Article 21 (3).

(3) If there is disagreement in the Council upon the estimate of the net import requirements of the free market prepared in accordance with paragraph (1) of this Article, the question shall be put to a Special Vote. If as a result of that vote, an estimate is adopted, the Council shall thereupon assign initial export quotas in accordance with paragraph (2) of this Article; but if an estimate is not so adopted, then the initial export quotas for the new quota year shall be fixed by distributing the total of the export quotas in effect at the end of the current quota year on the same basis and in the same manner as is provided in paragraph (2) of this Article.

(4) The Council shall have power by Special Vote to set aside in any quota year up to 20,000 tons of the net import requirements of the free market as a reserve from which it may allot additional export quotas to meet proved cases of special hardship.

ARTICLE 19

(1) The Council shall cause export quotas in effect for participating countries listed in Article 14 (1) to be adjusted, subject to the provisions of Article 14 B, as follows:—

- (i) Within 10 days after the Government of any exporting country has given notice pursuant to Article 11 that a part of the initial export quota or export quota in effect will not be used, to reduce accordingly the export quota in effect of such country and to increase the export quotas in effect of other exporting countries by redistributing an amount of sugar equal to the part of the quota so renounced *pro rata* to their basic export tonnages. The Secretary of the Council shall forthwith notify Governments of exporting countries of such increases, and those Governments shall, within 10 days of receipt of such notification, inform the Secretary of the Council whether or not they are in a position to use the increase in quota allotted to them, and on receipt of such information, a subsequent redistribution of the quantity involved shall be made, and Governments of exporting countries concerned shall be notified forthwith by the Secretary of the Council of the increases made in their countries' export quotas in effect.
- (ii) From time to time to take into account variations in the estimates of the quantities of sugar which the Council is notified will be imported from non-participating countries under Article 7; provided, however, that such quantities need not be redistributed until they reach a total of 5,000 tons. Redistributions under this sub-paragraph shall be made on the same basis and in the same manner as is provided in paragraph (1) (i) of this Article.

(2) Notwithstanding the provisions of Article 11, if the Council, after consultation with the Government of any participating exporting country, determines that such country will be unable to use all or part of its export:

quota in effect, the Council may increase *pro rata* the export quotas of other participating exporting countries on the same basis and in the same manner as is provided for in paragraph (1) (i) of this Article; provided, however, that such action by the Council shall not deprive the country concerned of its right to fill its export quota which was in effect before the Council made its determination.

Chapter VIII.—Stabilisation of Prices

ARTICLE 20

(1) For the purposes of this Agreement the price of sugar shall be considered equitable both to consumers and producers if it is maintained within a zone of stabilised prices between a minimum of 3·25 cents and a maximum of 4·35 cents United States currency per pound avoirdupois, free alongside steamer Cuban port; the price of sugar shall be the spot price established by the New York Coffee and Sugar Exchange in relation to sugar covered by Contract No. 4, or any other price which may be established under paragraph (2) of this Article.

(2) In the event of the price referred to in paragraph (1) of this Article not being available at a material period, the Council shall use such other criteria as it sees fit.

(3) The minimum and maximum limits of the zone of stabilised prices referred to in paragraph (1) of this Article may be modified by the Council by a Special Vote.

ARTICLE 21

(1)—(i) If at any time the Council decides that market conditions make it advisable to reduce the export quotas in effect with a view to preventing the price of sugar from falling below the minimum price established under Article 20, it may make such reduction in the export quotas in effect as it deems necessary *pro rata* to the basic export tonnages, subject to the provisions of Article 14 B.

(ii) Notwithstanding the provisions of paragraph (1) (i) of this Article, whenever the average daily spot price of sugar for any one period of fifteen consecutive market days, has averaged less than the minimum price established under Article 20, the Council shall, within ten days of the end of such fifteen-day period, make such reduction as it deems necessary in the export quotas in effect, *pro rata* to the basic export tonnages and subject to the provisions of Article 14 B; provided that no further alteration in the export quotas in effect shall be made under this sub-paragraph within a period of fifteen consecutive market days from the date of any adjustment in quotas in effect, pursuant to the provisions of this sub-paragraph and of Article 22.

(iii) If the Council cannot agree within the said period of ten days upon the amount of the reduction under paragraph (1) (ii) of this Article, the export quotas in effect shall be reduced each time by 5 per cent. of the basic export tonnages, subject to the provisions of Article 14 B.

(iv) Notwithstanding the provisions of paragraphs (1) (i), (1) (ii) and (1) (iii) of this Article, if any country's export quota in effect has been reduced under Article 19 (1) (i), such reduction shall be deemed to form part of reductions made in the same quota year under the terms of the aforesaid sub-paragraphs.

(2) The Secretary of the Council shall notify the Governments of participating countries of each reduction made under this Article in the export quotas in effect.

(3) If any of the reductions provided for in the preceding paragraphs of this Article cannot be fully applied to the export quota in effect of an

exporting country because, at the time the reduction is made, that country has already exported all or part of the amount of such reduction, a corresponding amount shall be deducted from the initial export quota of that country for the following quota year.

ARTICLE 22

(1) If, at any time, the Council decides that market conditions make it advisable to increase the export quotas in effect with a view to preventing the price of sugar from rising above the maximum price established under Article 20, it may make such increase in the export quotas in effect as it deems necessary *pro rata* to the basic export tonnages subject to the provisions of Article 14 B.

(2)—(i) Notwithstanding the provisions of paragraph (1) of this Article, whenever the average daily spot price of sugar for any one period of fifteen consecutive market days has averaged more than the maximum price established under Article 20, the Council shall, within ten days of the end of such fifteen-day period, make such increases as it deems necessary in the export quotas in effect, *pro rata* to the basic export tonnages and subject to the provisions of Article 14 B; provided that no further alteration in the export quotas in effect shall be made under this sub-paragraph within a period of fifteen consecutive market days from the date of any adjustment in quotas in effect, pursuant to the provisions of this sub-paragraph and of Article 21.

(ii) If the Council cannot agree within the said period of ten days upon the amount of the increase under paragraph (2)(i) of this Article, the export quotas in effect shall be increased each time by $7\frac{1}{2}$ per cent. of the basic export tonnages, subject to the provisions of Article 14 B.

(3) The Secretary of the Council shall notify the Governments of participating countries of each increase made under this Article in the export quotas in effect.

Chapter IX.—General Limitation of Reductions in Export Quotas

ARTICLE 23

(1) Except in respect of penalties imposed under Article 12 and reductions made under Article 19(1)(i), the export quota in effect of any participating exporting country listed in Article 14(1) shall not be reduced below 80 per cent. of its basic export tonnage and all other provisions of this Agreement shall be construed accordingly; provided, however, that the export quota in effect of any participating exporting country having a basic export tonnage under Article 14(1) of less than 50,000 tons shall not be reduced below 90 per cent. of its basic export tonnage.

(2) A reduction of quotas under Article 21 shall not be made within the last forty-five calendar days of the quota year.

Chapter X.—Sugar Mixtures

ARTICLE 24

Should the Council at any time be satisfied that as the result of a material increase in the exportation or use of sugar mixtures, those products are taking the place of sugar to such an extent as to prevent full effect being given to the purpose of this Agreement it may resolve that such products or any of them shall be deemed to be sugar, in respect of their sugar content, for the purposes

of the Agreement; provided that the Council shall, for the purpose of calculating the amount of sugar to be charged to the export quota of any participating country, exclude the sugar equivalent of any quantity of such products which has normally been exported from that country prior to the coming into force of this Agreement.

Chapter XI.—Monetary Difficulties

ARTICLE 25

(1) If, during the term of this Agreement the Government of a participating importing country considers that it is necessary for it to forestall the imminent threat of, or to stop or to correct a serious decline in its monetary reserves, it may request the Council to modify particular obligations of this Agreement.

(2) The Council shall consult fully with the International Monetary Fund on questions raised by such request and shall accept all findings of statistical and other facts made by the Fund relating to foreign exchanges, monetary reserves and balance of payments, and shall accept the determination of the Fund as to whether the country involved has experienced or is imminently threatened with a serious deterioration in its monetary reserves. If the country in question is not a member of the International Monetary Fund and requests that the Council should not consult the Fund, the issues involved shall be examined by the Council without such consultation.

(3) In either event, the Council shall discuss the matter with the Government of the importing country. If the Council decides that the representations are well founded and that the country is being prevented from obtaining a sufficient amount of sugar to meet its consumption requirements consistently with the terms of this Agreement, the Council may modify the obligations of such Government or of the Government of any exporting country under this Agreement in such manner and for such time as the Council deems necessary to permit such importing country to secure a more adequate supply of sugar with its available resources.

Chapter XII.—Studies by the Council

ARTICLE 26

(1) The Council shall consider and make recommendations to the Governments of participating countries concerning ways and means of securing appropriate expansion in the consumption of sugar, and may undertake studies of such matters as:—

- (i) The effects of (a) taxation and restrictive measures and (b) economic, climatic and other conditions on the consumption of sugar in the various countries;
- (ii) Means of promoting consumption, particularly in countries where consumption *per caput* is low;
- (iii) The possibility of co-operative publicity programmes with similar agencies concerned with the expansion of consumption of other food-stuffs;
- (iv) Progress of research into new uses of sugar, its by-products, and the plants from which it is derived.

(2) Furthermore, the Council is authorised to make and arrange for other studies, including studies of the various forms of special assistance to the sugar industry, for the purpose of assembling comprehensive information and for the formulation of proposals which the Council deems relevant to the attainment of the general objectives set forth in Article 1 or relevant to the solution of the commodity problem involved. Any such studies shall relate to as wide a range of countries as practicable and shall take into consideration the general social and economic conditions of the countries concerned.

(3) The studies undertaken pursuant to paragraphs (1) and (2) of this Article shall be carried out in accordance with such terms as may be laid down by the Council, and in consultation with the Participating Governments.

(4) The Governments concerned agree to inform the Council of the results of their consideration of the recommendations and proposals referred to in this Article.

Chapter XIII.—Administration

ARTICLE 27

(1) An International Sugar Council is hereby established to administer this Agreement.

(2) Each Participating Government shall be a voting member of the Council and shall have the right to be represented on the Council by one delegate and may designate alternate delegates. A delegate or alternate delegates may be accompanied at meetings of the Council by such advisers as each Participating Government deems necessary.

(3) The Council shall elect a non-voting Chairman who shall hold office for one quota year and shall serve without pay. He shall be selected alternately from among the delegations of the importing and exporting participating countries.

(4) The Council shall elect a Vice-Chairman who shall hold office for one quota year and shall serve without pay. He shall be selected alternately from among the delegations of the exporting and importing participating countries.

(5) The Council is authorised, after consultation with the International Sugar Council established under the International Agreement regarding the Regulation of Production and Marketing of Sugar signed in London, May 6, 1937, to accept the records, assets and liabilities of that body.

(6) The Council shall have in the territory of each Participating Government, and to the extent consistent with its laws, such legal capacity as may be necessary in discharging its functions under this Agreement.

TS 990.
59 Stat. 922.

ARTICLE 28

(1) The Council shall adopt rules of procedure which shall be consistent with the terms of this Agreement, and shall keep such records as are required to enable it to discharge its functions under this Agreement and such other records as it considers desirable. In the case of inconsistency between the rules of procedure so adopted and the terms of this Agreement, the Agreement shall prevail.

(2) The Council shall publish at least once a year a report of its activities and of the operation of this Agreement.

(3) The Council shall develop, prepare and publish such reports, studies, charts, analyses and other data as it may deem desirable and helpful.

(4) The Participating Governments undertake to make available and supply all such statistics and information as are necessary to the Council or the Executive Committee to enable it to discharge its functions under this Agreement.

(5) The Council may appoint such permanent or temporary Committees as it considers advisable in order to assist it in performing its functions under this Agreement.

(6) The Council may, by a Special Vote, delegate to the Executive Committee set up under Article 37 the exercise of any of its powers and functions other than those requiring a decision by Special Vote under this Agreement. The Council may, at any time, revoke such a delegation by a majority of the votes cast.

(7) The Council shall perform such other functions as are necessary to carry out the terms of this Agreement.

ARTICLE 29

The Council shall appoint an Executive Director, who shall be its senior full-time paid officer, a Secretary and such staff as may be required for the work of the Council and its Committees. It shall be a condition of employment of these officers and of the staff that they do not hold or shall cease to hold financial interest in the sugar industry or in the trade in sugar and that they shall not seek or receive instructions regarding their duties under this Agreement from any Government or from any other Authority external to the Council.

ARTICLE 30

(1) The Council shall select its seat. Its meeting shall be held at its seat, unless the Council decides to hold a particular meeting elsewhere.

(2) The Council shall meet at least once a year. It may be convened at any other time by its Chairman.

(3) The Chairman shall convene a session of the Council if so requested by

(i) Five Participating Governments, or

(ii) Any Participating Government or Governments holding not less than 10 per cent. of the total votes, or

(iii) The Executive Committee.

ARTICLE 31

The presence of delegates holding 75 per cent. of the total votes of the Participating Governments shall be necessary to constitute a quorum at any meeting of the Council, but if no such quorum is present on the day fixed for a meeting of the Council which has been called pursuant to Article 30, such meeting shall be held seven days later and the presence of delegates holding 50 per cent. of the total votes of the Participating Governments shall then constitute a quorum.

ARTICLE 32

The Council may make decisions, without holding a meeting, by correspondence between the Chairman and the Participating Governments provided that no Participating Government makes objection to this procedure. Any decision so taken shall be communicated to all the Participating Governments as soon as possible and shall be set forth in the minutes of the next meeting of the Council.

ARTICLE 33

The votes to be exercised by the respective delegations of importing countries on the Council shall be as follows:—

Austria	20
Canada	80
Ceylon	30
Federal Republic of Germany	60
Greece	25
Israel	20
Japan	100
Jordan	15
Lebanon	20
Norway	30
Portugal	30
Saudi Arabia	15
Spain	20
Switzerland	45
United Kingdom	245
United States	245
<hr/>							
Total	1,000

ARTICLE 34

The votes to be exercised by the respective delegations of exporting countries on the Council shall be as follows:—

Australia	45
Belgium	20
Brazil	50
China	65
Cuba	245
Czechoslovakia	45
Denmark	20
Dominican Republic	65
France (and the countries which France represents internationally)	35
Haiti	20
Hungary	20
India	30
Indonesia	40
Mexico	25
Netherlands	20
Nicaragua	15
Peru	40
Philippines	25
Poland	40
South Africa	20
U.S.S.R.	100
Yugoslavia	15
<hr/>							
Total	1,000

ARTICLE 35

Whenever the membership of this Agreement changes or when any country is suspended from voting or recovers its votes under any provision of this Agreement, the Council shall redistribute the votes within each group

(importing countries and exporting countries), having regard in respect of importing countries to their average imports over the two preceding years, and in respect of exporting countries having regard to the ratio 40 to 60 to their average production over the two preceding years and to the basic export tonnages allotted to them; provided that in no case shall any country have less than 15 or more than 245 votes and that there shall be no fractional votes.

ARTICLE 36

(1) Except where otherwise specifically provided for in this Agreement, decisions of the Council shall be by a majority of the votes cast by the exporting countries and a majority of the votes cast by the importing countries provided that the latter majority shall consist of votes cast by not less than one-third in number of the importing countries present and voting.

(2) When a Special Vote is required, decisions of the Council shall be by at least two-thirds of the votes cast, which shall include a majority of the votes cast by the exporting countries and a majority of the votes cast by the importing countries; provided that the latter majority shall consist of votes cast by not less than one-third in number of the importing countries present and voting.

(3) Notwithstanding the provisions of paragraphs (1) and (2) of this Article, at any session of the Council convened in accordance with Article 30(3)(i) or Article 30(3)(ii) to deal with any question relating to Articles 21 and 22, decisions of the Council on action taken by the Executive Committee under the said Articles shall be by a simple majority of the votes cast by the participating countries present and voting taken as a whole.

(4) The Government of any participating exporting country may authorise the voting delegate of any other exporting country and the Government of any participating importing country may authorise the voting delegate of any other importing country to represent its interests and to exercise its votes at any meeting or meetings of the Council. Evidence of such authorisation satisfactory to the Council shall be submitted to the Council.

(5) Each Participating Government undertakes to accept as binding all decisions of the Council under the provisions of this Agreement.

ARTICLE 37

(1) The Council shall establish an Executive Committee, which shall be composed of representatives of the Governments of five participating exporting countries which shall be selected for a quota year by a majority of the votes held by the exporting countries and of representatives of the Governments of five participating importing countries which shall be selected for a quota year by a majority of the votes held by the importing countries.

(2) The Executive Committee shall exercise such powers and functions of the Council as are delegated to it by the Council.

(3) The Executive Director of the Council shall be *ex-officio* Chairman of the Executive Committee but shall have no vote. The Committee may elect a Vice-Chairman and shall establish its Rules of Procedure subject to the approval of the Council.

(4) Each member of the Committee shall have one vote. In the Executive Committee, decisions shall be by a majority of the votes cast by the exporting countries and a majority of the votes cast by the importing countries.

(5) Any Participating Government shall have the right of appeal to the Council under such conditions as may be prescribed by the Council, against any decision of the Executive Committee. In so far as the decision of the Council does not accord with the decision of the Executive Committee the latter shall be modified as of the date on which the Council makes its decision.

Chapter XIV.—Finance**ARTICLE 38**

(1) Expenses of delegations to the Council and members of the Executive Committee shall be met by their respective Governments. The other expenses necessary for the administration of this Agreement, including remuneration which the Council pays, shall be met by annual contributions by the Participating Governments. The contribution of each Participating Government for each quota year shall be proportionate to the number of votes held by it when the budget for that quota year is adopted.

(2) At its first session the Council shall approve its budget for the first quota year and assess the contributions to be paid by each Participating Government.

(3) The Council shall, each quota year, approve its budget for the following quota year and assess the contribution to be paid by each Participating Government for such quota year.

(4) The initial contribution of any Participating Government acceding to this Agreement under Article 41 shall be assessed by the Council on the basis of the number of votes to be held by it and the period remaining in the current quota year, but the assessments made upon other Participating Governments for the current quota year shall not be altered.

(5) Contributions shall become payable at the beginning of the quota year in respect of which the contribution is assessed and in the currency of the country where the seat of the Council is situated. Any Participating Government failing to pay its contribution by the end of the quota year in respect of which such contribution has been assessed shall be suspended of its voting rights until its contribution is paid, but, except by Special Vote of the Council, shall not be deprived of any of its other rights nor relieved of any of its obligations under this Agreement.

(6) To the extent consistent with the laws of the country where the seat of the Council is situated, the Government of that country shall grant exemption from taxation on the funds of the Council and on remuneration paid by the Council to its employees.

(7) The Council shall, each quota year, publish an audited statement of its receipts and expenditures during the previous quota year.

(8) The Council shall, prior to its dissolution, provide for the settlement of its liabilities and the disposal of its records and assets upon the termination of this Agreement.

Chapter XV.—Co-operation with other Organisations**ARTICLE 39**

(1) The Council, in exercising its functions under this Agreement, may make arrangements for consultation and co-operation with appropriate organisations and institutions and may also make such provisions as it deems fit for representatives of those bodies to attend meetings of the Council.

(2) If the Council finds that any terms of this Agreement are materially inconsistent with such requirements as may be laid down by the United Nations or through its appropriate organs and specialised agencies regarding intergovernmental commodity agreements, the inconsistency shall be deemed to be a circumstance affecting adversely the operation of this Agreement and the procedure prescribed in Article 43 shall be applicable.

Chapter XVI.—Disputes and Complaints**ARTICLE 40**

(1) Any dispute concerning the interpretation or application of this Agreement, which is not settled by negotiation, shall, at the request of any Participating Government party to the dispute, be referred to the Council for decision.

(2) In any case where a dispute has been referred to the Council under paragraph (1) of this Article, a majority of Participating Governments or Participating Governments holding not less than one-third of the total votes may require the Council, after full discussion, to seek the opinion of the advisory panel referred to in paragraph (3) of this Article on the issues in dispute before giving its decision.

(3)—(i) Unless the Council unanimously agrees otherwise, the panel shall consist of—

- (a) two persons, one having wide experience in matters of the kind in dispute and the other having legal standing and experience, nominated by the exporting countries;
- (b) two such persons nominated by the importing countries; and
- (c) a chairman selected unanimously by the four persons nominated under (a) and (b), or, if they fail to agree, by the Chairman of the Council.

(ii) Persons from countries whose Governments are parties to this Agreement, shall be eligible to serve on the advisory panel.

(iii) Persons appointed to the advisory panel shall act in their personal capacities and without instructions from any Government.

(iv) The expenses of the advisory panel shall be paid by the Council.

(4) The opinion of the advisory panel and the reasons therefor shall be submitted to the Council which, after considering all the relevant information, shall decide the dispute.

(5) Any complaint that any Participating Government has failed to fulfil its obligations under this Agreement shall, at the request of the Participating Government making the complaint, be referred to the Council which shall make a decision on the matter.

(6) No Participating Government shall be found to have committed a breach of this Agreement except by a majority of the votes held by the exporting countries and a majority of the votes held by the importing countries. Any finding that a Participating Government is in breach of the Agreement shall specify the nature of the breach.

(7) If the Council finds that a Participating Government has committed a breach of this Agreement, it may by a majority of the votes held by the exporting countries and a majority of the votes held by the importing countries suspend the Government concerned of its voting rights until it fulfils its obligations or expel that Government from this Agreement.

Chapter XVII.—Signature, Acceptance, Entry into Force and Accession**ARTICLE 41**

(1) This Agreement shall be open for signature from September 15 to October 31, 1953, by the Governments represented by delegates at the Conference at which this Agreement was negotiated.

(2) This Agreement shall be subject to ratification or acceptance by the signatory Governments in accordance with their respective constitutional procedures, and the instruments of ratification or acceptance shall be deposited

with the Government of the United Kingdom of Great Britain and Northern Ireland.

(3) This Agreement shall be open for accession by any of the Governments referred to in paragraph (1) of this Article and accession shall be effected by the deposit of an instrument of accession with the Government of the United Kingdom of Great Britain and Northern Ireland.

(4) The Council may approve accession to this Agreement by any Government not referred to in paragraph (1) of this Article provided that the conditions of such accession shall first be agreed upon with the Council by the Government desiring to effect it.

(5) The effective date of a Government's participation in this Agreement shall be the date on which the instrument of ratification, acceptance or accession is deposited with the Government of the United Kingdom of Great Britain and Northern Ireland.

(6)—(i) This Agreement shall come into force on December 15, 1953, as regards Articles 1, 2, 18 and 27-46 inclusive, and on January 1, 1954, as regards Articles 3-17 and 19-26 inclusive, if on December 15, 1953, instruments of ratification, acceptance or accession have been deposited by Governments holding 60 per cent. of the votes of importing countries and 75 per cent. of the votes of exporting countries under the distribution set out in Articles 33 and 34; provided that notifications to the Government of the United Kingdom of Great Britain and Northern Ireland by Governments which have been unable to ratify, accept or accede to this Agreement by December 15, 1953, containing an undertaking to seek to obtain as rapidly as possible under their constitutional procedure, and during a period of four months from December 15, 1953, ratification, acceptance or accession, will be considered as equivalent to ratification, acceptance or accession. If, however, such a notification is not followed by the deposit of an instrument of ratification, acceptance or accession by May 1, 1954, the Government concerned shall then no longer be regarded as an observer. In any event the obligations under this Agreement of Governments of exporting countries which have ratified, accepted or acceded to this Agreement by May 1, 1954, for the first quota year will run as from January 1, 1954.

(ii) If at the end of the period of four months mentioned in sub-paragraph (i) the percentage of votes of importing countries or of exporting countries which have ratified, accepted or acceded to this Agreement is less than the percentage provided for in sub-paragraph (i), the Governments which have ratified, accepted or acceded to this Agreement may agree to put it into force among themselves.

(iii) The Council may determine the conditions under which the Governments which have not ratified, accepted or acceded to this Agreement by December 15th, 1953, but who have made known their intention to obtain as rapidly as possible a decision on ratification, acceptance or accession may take part in the work of the Council as non-voting observers if they so wish.

(7) The Government of the United Kingdom of Great Britain and Northern Ireland will notify all signatory Governments of each signature, ratification, acceptance of, or accession to this Agreement, and shall inform all signatory Governments of any reservation or condition attached thereto.

Chapter XVIII.—Duration, Amendment, Suspension, Withdrawal, Termination

ARTICLE 42

(1) The duration of this Agreement shall be five years from January 1, 1954. The Agreement shall not be subject to denunciation.

(2) Without prejudice to Articles 43 and 44, the Council shall in the third year of this Agreement examine the entire working of the Agreement, especially in regard to quotas and prices and shall take into account any amendment to the Agreement which in connection with this examination any Participating Government may propose.

(3) Not less than three months before the last day of the third quota year of this Agreement the Council shall submit a report on the results of the examination referred to in paragraph (2) of this Article to Participating Governments.

(4) Any Participating Government may within a period of not more than two months after the receipt of the Council's report referred to in paragraph (3) of this Article withdraw from this Agreement by giving notice of withdrawal to the Government of the United Kingdom of Great Britain and Northern Ireland. Such withdrawal shall take effect on the last day of the third quota year.

(5)—(i) If, after the two months referred to in paragraph (4) of this Article, any Government which has not withdrawn from this Agreement under that paragraph considers that the number of Governments which have withdrawn under the said paragraph, or the importance of those Governments for the purposes of this Agreement, is such as to impair the operation of this Agreement, such Government may, within thirty days following the expiration of the said period, request the Chairman of the Council to call a special meeting of the Council at which the Governments party to this Agreement shall consider whether or not they will remain party to it.

(ii) Any special meeting called pursuant to a request made under subparagraph (i) shall be held within one month of the receipt by the Chairman of such request and Governments represented at such meeting may withdraw from the Agreement by giving notice of withdrawal to the Government of the United Kingdom of Great Britain and Northern Ireland within thirty days from the date on which the meeting was held. Any such notice of withdrawal shall become effective thirty days from the date of its receipt by that Government.

(iii) Governments not represented at a special meeting held pursuant to sub-paragraphs (i) and (ii) may not withdraw from this Agreement under the provisions of those sub-paragraphs.

ARTICLE 43

(1) If circumstances arise which, in the opinion of the Council, affect or threaten to affect adversely the operation of this Agreement, the Council may, by a Special Vote, recommend an amendment of this Agreement to the Participating Governments.

(2) The Council shall fix the time within which each Participating Government shall notify the Government of the United Kingdom of Great Britain and Northern Ireland whether or not it accepts an amendment recommended under paragraph (1) of this Article.

(3) If, within the time fixed under paragraph (2) of this Article, all Participating Governments accept an amendment it shall take effect immediately on the receipt by the Government of the United Kingdom of Great Britain and Northern Ireland of the last acceptance.

(4) If, within the time fixed under paragraph (2) of this Article, an amendment is not accepted by the Governments of exporting countries which hold 75 per cent. of the votes of the exporting countries and by the Governments of importing countries which hold 75 per cent. of the votes of the importing countries it shall not take effect.

(5) If, by the end of the time fixed under paragraph (2) of this Article, an amendment is accepted by the Governments of exporting countries which

hold 75 per cent. of the votes of the exporting countries and by the Governments of importing countries which hold 75 per cent. of the votes of the importing countries but not by the Governments of all the exporting countries and the Governments of all the importing countries—

- (i) the amendment shall become effective for the Participating Governments which have signified their acceptance under paragraph (2) of this Article at the beginning of the quota year next following the end of the time fixed under that paragraph;
 - (ii) the Council shall determine forthwith whether the amendment is of such a nature that the Participating Governments which do not accept it shall be suspended from this Agreement from the date upon which it becomes effective under sub-paragraph (i) and shall inform all Participating Governments accordingly. If the Council determines that the amendment is of such a nature, Participating Governments which have not accepted that amendment shall inform the Council by the date on which the amendment is to become effective under sub-paragraph (i) whether it is still unacceptable and those Participating Governments which do so shall automatically be suspended from this Agreement; provided that if any such Participating Government satisfies the Council that it has been prevented from accepting the amendment by the time the amendment becomes effective under sub-paragraph (i) by reason of constitutional difficulties beyond its control, the Council may postpone suspension until such difficulties have been overcome and the Participating Government has notified its decision to the Council.
- (6) The Council shall establish rules with respect to the reinstatement of a Participating Government suspended under paragraph (5) (ii) of this Article and any other rules required for carrying out the provisions of this Article.

ARTICLE 44

(1) If any Participating Government considers its interests to be seriously prejudiced by the failure of any signatory Government to ratify or accept this Agreement, or by conditions or reservations attached to any signature, ratification or acceptance, it shall notify the Government of the United Kingdom of Great Britain and Northern Ireland. Immediately on the receipt of such notification, the Government of the United Kingdom of Great Britain and Northern Ireland shall inform the Council, which shall, either at its first meeting, or at any subsequent meeting held not later than one month after receipt of the notification, consider the matter. If, after the Council has considered the matter, the Participating Government still considers its interests to be seriously prejudiced, it may withdraw from this Agreement by giving notice of withdrawal to the Government of the United Kingdom of Great Britain and Northern Ireland within thirty days after the Council has concluded its consideration of the matter.

(2) If any Participating Government demonstrates that, notwithstanding the provisions of this Agreement, its operation has resulted in an acute shortage of supplies or in prices on the free market not being stabilised within the range provided for in this Agreement, and the Council fails to take action to remedy such situation, the Government concerned may give notice of withdrawal from this Agreement.

(3) If, during the period of this Agreement, by action of a non-participating country, or by action of any participating country inconsistent with this Agreement such adverse changes occur in the relation between supply and demand on the free market as are held by any Participating Government seriously to prejudice its interests such Participating Government may state

its case to the Council. If the Council declares the case to be well-founded, the Government concerned may give notice of withdrawal from this Agreement.

(4) If any Participating Government considers that its interests will be seriously prejudiced by reason of the effects of the basic export tonnage to be allotted to a non-participating exporting country seeking to accede to this Agreement pursuant to Article 41 (4) such Government may state its case to the Council which shall take a decision upon it. If the Government concerned considers that, notwithstanding the decision by the Council, its interests continue to be seriously prejudiced, it may give notice of withdrawal from this Agreement.

(5) The Council shall take a decision within thirty days on any matters submitted to it in accordance with paragraphs (2), (3) and (4) of this Article; and if the Council fails to do so within that time the Government which has submitted the matter to the Council may give notice of withdrawal from this Agreement.

(6) Any Participating Government may, if it becomes involved in hostilities, apply to the Council for the suspension of some or all of its obligations under this Agreement. If the application is denied such Government may give notice of withdrawal from this Agreement.

(7) If any Participating Government avails itself of the provisions of Article 16 (2), so as to be released from its obligations under that Article, any other Participating Government may at any time during the ensuing three months give notice of withdrawal after explaining its reasons to the Council.

(8) In addition to the situations envisaged in the preceding paragraphs of this Agreement, when a Participating Government demonstrates that circumstances beyond its control prevent it from fulfilling its obligations under this Agreement it may give notice of withdrawal from this Agreement subject to a decision of the Council that such withdrawal is justified.

(9) If any Participating Government considers that a withdrawal from this Agreement notified in accordance with the provisions of this Article by any other Participating Government, in respect of either its metropolitan territory or all or any of the non-metropolitan territories for whose international relations it is responsible, is of such importance as to impair the operation of this Agreement, that Government may also give notice of withdrawal from this Agreement at any time during the ensuing three months.

(10) Notice of withdrawal under this article shall be given to the Government of the United Kingdom of Great Britain and Northern Ireland and shall become effective thirty days from the date of its receipt by that Government.

ARTICLE 45

The Government of the United Kingdom of Great Britain and Northern Ireland shall promptly inform all signatory and acceding Governments of each notification and notice of withdrawal received under Articles 42, 43, 44, and 46.

Chapter XIX.—Territorial Application

ARTICLE 46

(1) Any Government may at the time of signature, ratification, acceptance of, or accession to this Agreement or at any time thereafter, declare by notification given to the Government of the United Kingdom of Great Britain and Northern Ireland that the Agreement shall extend to all or any of the non-metropolitan territories for whose international relations it is responsible

and the Agreement shall from the date of the receipt of the notification extend to all the territories named therein.

(2) Any Participating Government may by giving notice of withdrawal to the Government of the United Kingdom of Great Britain and Northern Ireland in accordance with the provisions for withdrawal in Articles 42, 43 and 44 withdraw from this Agreement separately in respect of all or any of the non-metropolitan territories for whose international relations it is responsible.

In witness whereof the undersigned, having been duly authorised to this effect by their respective Governments, have signed this Agreement on the dates appearing opposite their signatures.

The texts of this Agreement in the Chinese, English, French, Russian and Spanish languages are all equally authentic, the originals being deposited with the Government of the United Kingdom of Great Britain and Northern Ireland, which shall transmit certified copies thereof to each signatory and acceding Government.

**ACCORD INTERNATIONAL
SUR LE SUCRE**

Les Gouvernements parties au présent Accord sont convenus de ce qui suit:

Chapitre I.—Objectifs généraux

ARTICLE 1

Le présent Accord a pour objet d'assurer des approvisionnements en sucre aux pays importateurs et des débouchés pour le sucre aux pays exportateurs à des prix équitables et stables, d'accroître la consommation de sucre dans le monde, et de maintenir le pouvoir d'achat sur les marchés mondiaux des pays ou régions dont l'économie dépend, en grande partie, de la production ou de l'exportation du sucre, en assurant un revenu satisfaisant aux producteurs et en rendant possible le maintien de conditions équitables de travail et de rémunération.

Chapitre II.—Définitions

ARTICLE 2

Aux fins du présent Accord :

1. "Tonne" désigne la tonne métrique de 1.000 kilogrammes.
2. "Année contingente" signifie année civile, c'est-à-dire la période du 1^{er} janvier inclus au 31 décembre inclus.
3. "Sucre" désigne le sucre sous toutes ses formes commerciales reconnues, dérivées de la betterave à sucre ou de la canne à sucre, y compris les mélasses comestibles et mélasses fantaisie, les sirops et toute autre forme de sucre liquide utilisés pour la consommation humaine, à l'exception des mélasses d'arrière-produit ("final molasses") et des types de qualité inférieure de sucre non centrifugé produit par des méthodes primitives.
Les quantités de sucre indiquées dans le présent Accord sont exprimées en sucre brut, poids net, tare déduite. Sauf pour les cas prévus à l'article 16, la valeur en sucre brut d'une quantité quelconque de sucre désigne l'équivalent de celle-ci en sucre brut titrant 96 degrés de sucre au polarimètre.
4. "Importations nettes" désigne la totalité des importations de sucre après déduction de la totalité des exportations.
5. "Exportations nettes" désigne la totalité des exportations de sucre (à l'exception du sucre fourni comme approvisionnement de bord aux navires se ravitaillant dans les ports) après déduction de la totalité des importations.
6. "Marché libre" signifie la totalité des importations nettes mondiales, à l'exception de celles qui sont exclues en vertu d'une disposition du présent Accord.
7. "Tonnage de base d'exportation" désigne les quantités de sucre visées au paragraphe 1 de l'article 14.
8. "Contingent initial d'exportation" désigne la quantité de sucre attribuée pour une année contingente, en vertu de l'article 18, à chaque pays énuméré au paragraphe 1 de l'article 14.
9. "Contingent effectif d'exportation" désigne le contingent initial d'exportation éventuellement modifié par les ajustements qui peuvent être apportés de temps à autre.

10. "Stocks de sucre," aux fins de l'article 13, signifie soit:

- (1) Tout sucre du pays intéressé se trouvant dans des usines, des raffineries, des dépôts, ou en cours de transport intérieur pour des destinations à l'intérieur du pays, mais à l'exception du sucre étranger entreposé (cette expression est considérée comme comprenant également le sucre en admission temporaire) et du sucre se trouvant dans des usines, des raffineries, des dépôts ou en cours de transport intérieur pour des destinations à l'intérieur du pays, uniquement destiné à la distribution pour la consommation intérieure et sur lequel ont été payés les droits d'accise ou autres droits de consommation en vigueur dans le pays intéressé; soit:
- (2) Tout sucre du pays intéressé se trouvant dans des usines, des raffineries, des dépôts, ou en cours de transport intérieur pour des destinations à l'intérieur du pays, mais à l'exception du sucre étranger entreposé (cette expression est considérée comme comprenant également le sucre en admission temporaire) et du sucre se trouvant dans des usines, des raffineries, des dépôts ou en cours de transport intérieur pour des destinations à l'intérieur du pays, uniquement destiné à la distribution pour la consommation intérieure;

selon les termes de la notification adressée au Conseil en vertu de l'article 13 par chaque Gouvernement participant.

11. "Le Conseil" désigne le Conseil International du Sucre institué en vertu de l'article 27.

12. "Le Comité exécutif" désigne le Comité institué en vertu de l'article 37.

13. "Pays importateur" désigne soit un des pays énumérés à l'article 33, soit un pays quelconque importateur net de sucre, selon le contexte.

14. "Pays exportateur" désigne soit un des pays énumérés à l'article 34, soit un pays quelconque exportateur net de sucre, selon le contexte.

Chapitre III.—Engagements généraux des Pays participants

1. Subventions

ARTICLE 3

1. Les Gouvernements participants reconnaissent que les subventions appliquées au sucre peuvent avoir pour effet de compromettre le maintien de prix équitables et stables sur le marché libre et menacer ainsi le bon fonctionnement du présent Accord.

2. Si un Gouvernement participant accorde ou maintient une subvention quelconque, y compris toute forme de protection des revenus ou de soutien de prix, qui a directement ou indirectement pour effet d'accroître les exportations de sucre de son territoire ou de réduire les importations de sucre dans son territoire, il fait connaître par écrit au Conseil, au cours de chaque année contingente, l'importance et la nature de la subvention, les effets qu'il est permis d'en escompter sur les quantités de sucre exportées de, ou importées dans, son territoire, ainsi que les circonstances qui rendent la subvention nécessaire.

3. Lorsqu'un Gouvernement participant estime que cette subvention cause ou menace de causer un préjudice sérieux à ses intérêts dans le présent Accord, le Gouvernement participant qui accorde la subvention doit, si demande lui en est faite, examiner avec le ou les Gouvernements participants

intéressés, ou avec le Conseil, la possibilité de limiter la subvention. Lorsque le Conseil est saisi d'un tel cas, il peut l'examiner avec les Gouvernements intéressés et faire telles recommandations qu'il juge appropriées.

2. Programmes d'aménagement économique

ARTICLE 4

Chaque Gouvernement participant accepte de prendre les mesures qu'il estime appropriées à l'exécution des obligations contractées aux termes du présent Accord en s'efforçant d'atteindre les objectifs généraux définis à l'article 1^{er} et d'assurer pendant la durée de l'Accord le plus grand progrès possible vers la solution des problèmes relatifs au produit de base en cause.

3. Mesures destinées à favoriser l'accroissement de la consommation du sucre

ARTICLE 5

En vue de rendre le sucre plus aisément disponible pour les consommateurs, chaque Gouvernement participant convient de prendre les mesures qu'il estime appropriées pour réduire les charges disproportionnées qui pèsent sur le sucre, notamment celles qui résultent :

- (i) de contrôles publics et privés, en particulier de monopoles;
- (ii) des politiques financière et fiscale.

4. Maintien de conditions de travail équitables

ARTICLE 6

Les Gouvernements participants déclarent qu'en vue d'éviter l'abaissement des niveaux de vie et l'introduction de pratiques de concurrence déloyale dans le commerce mondial, ils chercheront à maintenir des normes de travail équitables dans l'industrie sucrière.

Chapitre IV.—Obligations spéciales des Gouvernements des Pays participants qui importent du Sucre

ARTICLE 7

1.—(i) Le Gouvernement de chaque pays importateur participant et le Gouvernement de chaque pays exportateur participant qui importe du sucre pour la réexportation conviennent, afin de ne pas favoriser les pays non-participants au détriment des pays participants, de ne pas permettre qu'il soit importé des pays non-participants pris dans leur ensemble, au cours d'une année contingente, une quantité totale de sucre plus importante que celle qui a été importée de ces pays pris dans leur ensemble pendant l'une des trois années civiles qui ont précédé l'année au cours de laquelle le présent Accord est entré en vigueur, soit 1951, 1952, 1953; sous réserve que ladite quantité totale ne comprenne pas les importations réalisées par un pays participant en provenance de pays non-participants à un moment où ledit pays n'aurait pas pu se procurer les quantités correspondant à ses besoins dans les pays participants à des prix ne dépassant pas le maximum établi à l'article 20, si le pays a notifié ce fait au Conseil.

(ii) Les années mentionnées à l'alinéa (i) ci-dessus peuvent être modifiées par une décision du Conseil, à la demande d'un Gouvernement participant qui estime que des raisons spéciales nécessitent un tel changement.

2.—(i) Si un Gouvernement participant estime que l'exécution des obligations assumées par lui en vertu du paragraphe 1 du présent article porte préjudice, ou risque de porter préjudice, dans l'immédiat à son commerce de réexportation de sucre raffiné ou à son commerce de produits à base de sucre, il peut demander au Conseil de prendre des mesures en vue de sauvegarder le commerce en question. Le Conseil examine cette demande sans délai, et prend les mesures qu'il estime nécessaires à cet effet, y compris éventuellement la modification desdites obligations. Si le Conseil s'abstient d'examiner une demande faite en vertu du présent alinéa dans un délai de 15 jours après réception de celle-ci, le Gouvernement qui a présenté la demande est considéré comme relevé, dans la mesure nécessaire à la sauvegarde dudit commerce, des obligations définies au paragraphe 1 du présent article.

(ii) Si, à l'occasion d'une transaction particulière dans le cadre des échanges habituels, le délai résultant de l'application de la procédure définie à l'alinéa (i) ci-dessus a pour effet de porter préjudice au commerce de réexportation de sucre d'un pays, le Gouvernement intéressé sera dégagé des obligations définies au paragraphe 1 du présent article, à l'égard de la transaction en question.

3.—(i) Si un Gouvernement participant estime ne pas pouvoir exécuter les obligations du paragraphe 1 du présent article, il doit indiquer au Conseil tous les faits pertinents et informer celui-ci des mesures qu'il se propose de prendre; le Conseil examine cette question dans la quinzaine, et il peut modifier à l'égard de ce Gouvernement les obligations spécifiées au paragraphe 1.

(ii) Si le Gouvernement d'un pays participant exportateur estime que les intérêts de son pays sont lésés par l'application des dispositions du paragraphe 1 du présent article, il peut indiquer au Conseil tous les faits pertinents et informer celui-ci des mesures qu'il souhaiterait voir prendre par le Gouvernement de l'autre pays participant intéressé; le Conseil peut, d'accord avec ce dernier Gouvernement, modifier les obligations spécifiées au paragraphe 1.

4. Le Gouvernement de chaque pays participant qui importe du sucre accepte de notifier au Conseil, aussitôt que possible après sa ratification ou son acceptation du présent Accord, ou son adhésion à ce dernier, les quantités maxima qu'il aura le droit d'importer de pays non-participants en vertu du paragraphe 1 du présent article.

5. En vue de permettre au Conseil d'effectuer les redistributions prévues au paragraphe 1 (ii) de l'article 19, le Gouvernement de tout pays participant qui importe du sucre s'engage à notifier au Conseil, dans un délai fixé par celui-ci mais ne dépassant pas 8 mois après le début de l'année contingente, ses estimations des quantités de sucre qui seront importées des pays non-participants pendant ladite année contingente; étant entendu que le Conseil peut modifier ce délai à l'égard de l'un de ces pays.

Chapitre V.—Obligations particulières des Gouvernements des Pays exportateurs participants

ARTICLE 8

1. Le Gouvernement de chaque pays exportateur participant convient de réglementer ses exportations sur le marché libre de manière que ses exportations nettes sur ledit marché n'excèdent pas les quantités qu'il est en droit d'exporter chaque année contingente par application des contingents

d'exportation qui lui ont été attribués en vertu des dispositions du présent Accord.

2. Le Gouvernement de chaque pays exportateur participant dont le tonnage de base d'exportation dépasse 75.000 tonnes convient de ne pas autoriser l'exportation de plus de 80% de son contingent initial d'exportation pendant les huit premiers mois de toute année contingente; étant entendu que le Conseil peut augmenter ce pourcentage s'il estime que la situation du marché le justifie.

ARTICLE 9

Le Gouvernement de chaque pays exportateur participant convient de prendre toutes les mesures possibles en vue de satisfaire à tout moment les demandes des pays participants qui importent du sucre. A cette fin, si le Conseil décide que la situation de la demande est telle que, nonobstant les dispositions du présent Accord, les pays participants qui importent du sucre sont menacés d'avoir des difficultés pour couvrir leurs besoins, il recommande aux pays exportateurs participants l'adoption de mesures ayant pour objet de couvrir ces besoins par priorité. Le Gouvernement de chaque pays exportateur participant convient d'accorder, à conditions égales de vente et conformément aux recommandations du Conseil, une priorité pour la fourniture du sucre disponible aux pays participants qui importent du sucre.

ARTICLE 10

Le Gouvernement de chaque pays exportateur participant convient d'ajuster sa production de sucre pendant la durée du présent Accord, et, dans la mesure du possible, pendant chaque année contingente (en réglementant la fabrication du sucre ou, quand ce n'est pas possible, en réglementant les superficies cultivées ou les plantations) de manière que cette production n'excède pas la quantité de sucre nécessaire pour pourvoir à la consommation intérieure, aux exportations permises en vertu du présent Accord et à la constitution des stocks maxima spécifiés à l'article 13.

ARTICLE 11

Le Gouvernement de chaque pays exportateur participant convient de notifier au Conseil aussitôt que possible la fraction de son contingent initial d'exportation ou de son contingent effectif d'exportation qui, selon ses prévisions, ne sera pas utilisée; au reçu de cet avis, le Conseil prend les mesures définies au paragraphe 1 (i) de l'article 19.

ARTICLE 12

Si le Gouvernement d'un pays exportateur participant s'abstient de notifier, dans un délai fixé par le Conseil après entente avec ce Gouvernement pour la durée du présent Accord, sans que ce délai ne puisse toutefois excéder huit mois à partir de la date d'attribution des contingents initiaux d'exportation, la fraction du contingent initial d'exportation de son pays qui, selon ses prévisions, ne sera pas utilisée, le contingent initial d'exportation de ce pays pour l'année contingente suivante est réduit de la différence entre les exportations réelles et le contingent initial d'exportation, ou le plus récent contingent effectif d'exportation lorsque ce dernier est moins élevé. Le Conseil peut décider de ne pas imposer cette sanction s'il acquiert la conviction qu'un Gouvernement s'est abstenu de faire la notification parce que les exportations prévues se sont trouvées réduites pour cause de force majeure ou en raison d'autres circonstances indépendantes de la volonté dudit Gouvernement et survenues après l'expiration du délai de notification déterminé par application du présent article.

Chapitre VI.—Stocks**ARTICLE 13**

1. Les Gouvernements des pays exportateurs participants s'engagent à réglementer la production de telle manière que les stocks existant dans leurs pays respectifs n'excèdent pas pour chaque pays une quantité égale à 20% de sa production annuelle à une date fixée chaque année en accord avec le Conseil et précédent immédiatement le début de la nouvelle récolte.

2. Néanmoins, le Conseil peut, s'il estime une telle mesure justifiée par des circonstances spéciales, autoriser le maintien dans un pays de stocks dépassant 20% de la production.

3. Le Gouvernement de chaque pays participant énuméré au paragraphe 1 de l'article 14 accepte :

- (i) que des stocks correspondant à une quantité au moins égale à 10% du tonnage de base d'exportation de son pays soient maintenus dans son pays à une date fixée chaque année en accord avec le Conseil et précédent immédiatement la nouvelle récolte, à moins que la sécheresse, des inondations ou d'autres circonstances défavorables n'empêchent de maintenir ces stocks; et
- (ii) que ces stocks soient tenus spécialement en réserve pour faire face à un accroissement des besoins du marché libre, qu'ils ne soient utilisés à aucune autre fin sans le consentement du Conseil et qu'ils soient immédiatement disponibles pour l'exportation sur ce marché lorsque le Conseil en fait la demande.

4. Le Conseil peut porter jusqu'à 15% le montant du stock minimum prévu au paragraphe 3 du présent article.

5. Le Gouvernement de chaque pays participant où des stocks sont maintenus en vertu des dispositions du paragraphe 3, éventuellement modifiées en vertu des dispositions du paragraphe 4 du présent article, accepte que, sauf autorisation différente du Conseil, les stocks maintenus conformément auxdites dispositions ne soient utilisés pour faire face ni aux priorités établies en vertu de l'article 14 B, ni à l'accroissement des contingents effectifs qui résultent de l'application de l'article 22 lorsque ces contingents sont inférieurs au tonnage de base d'exportation de son pays, à moins que les stocks ainsi utilisés ne puissent être remplacés avant le début de la récolte à faire dans ce pays au cours de l'année contingentaire suivante.

6. Aux fins du présent Accord, la Réserve de Stabilisation Cubaine n'est ni considérée comme partie des stocks disponibles pour le marché libre ni comprise dans le calcul des stocks prévus au paragraphe 1 du présent article. Le Gouvernement cubain convient toutefois d'envisager de rendre cette Réserve disponible pour le marché libre, à la requête du Conseil, si celui-ci estime que la situation du marché rend opportune une telle mesure.

7. Le Gouvernement de chaque pays exportateur participant est d'accord pour ne pas permettre, dans la mesure du possible, l'utilisation, à la suite de son retrait du présent Accord ou de l'expiration de celui-ci, des stocks détenus en vertu du présent article d'une manière telle que le marché libre du sucre en soit exagérément désorganisé.

8. Trois mois au plus tard après la signature du présent Accord, le Gouvernement de chaque pays participant fera connaître au Conseil celle des deux définitions concernant les stocks de sucre données à l'article 2 qu'il accepte comme applicable à son pays.

Chapitre VII.—Réglementation des Exportations**ARTICLE 14****A.—Tonnages de base d'exportation**

1. Pour chacune des années contingentaires au cours desquelles le présent Accord est en vigueur, il est alloué aux pays ou territoires exportateurs énumérés ci-dessous les tonnages de base d'exportation suivants pour le marché libre:

(en milliers de tonnes)

Allemagne orientale	150
Belgique (y compris le Congo Belge)	50
Brésil	175
Chine (Taiwan)	600
Colombie	5
Cuba	2,250
Danemark	70
France (et les pays dont la France assure la représentation internationale)	20
Haiti	45
Hongrie	40
Indonésie	250
Mexique	75
Pays-Bas (y compris la Guyane hollandaise)	40*
Pérou	280
Philippines	25
Pologne	220
République Dominicaine	600
Tchécoslovaquie	275
U.R.S.S.	200
Yougoslavie	20

* (Le Royaume des Pays-Bas s'engage à ne pas exporter au cours des années 1954, 1955 et 1956, prises dans leur ensemble, une quantité de sucre supérieure à celle qu'il importera pendant la même période.)

2. Les contingents d'exportation de la République Tchécoslovaque et de la République Populaire de Pologne ne comprennent pas les exportations de sucre de ces pays vers l'U.R.S.S.; et ces exportations restent en dehors du présent Accord. Le contingent d'exportation de l'U.R.S.S. a été établi par conséquent sans tenir compte des importations de sucre en provenance des pays mentionnés ci-dessus.

3. Le présent Accord ne s'applique pas aux échanges de sucre entre la France et les pays dont la France assure la représentation internationale, et les Etats Associés du Cambodge, du Laos et du Vietnam.

4. Costa-Rica, l'Equateur et le Nicaragua, auxquels aucun tonnage de base d'exportation n'a été attribué aux termes du présent article, peuvent exporter chacun sur le marché libre une quantité annuelle maximum de 5.000 tonnes de sucre.

5. Le présent Accord ne méconnaît pas et ne se propose pas de neutraliser les aspirations de l'Indonésie, en tant qu'Etat Souverain, à rétablir sa position historique de pays exportateur de sucre dans la mesure compatible avec les possibilités du marché libre.

6. L'Inde a le statut d'un pays exportateur, mais n'a pas demandé l'attribution d'un contingent d'exportation.

B.—Priorités en cas de déficits (' shortfalls ') et en cas d'accroissement des besoins du marché libre

7. Lors de la détermination des contingents effectifs d'exportation, les priorités suivantes seront appliquées conformément aux dispositions du paragraphe 8 du présent article :

- (a) Les premières 50.000 tonnes seront attribuées à Cuba.
- (b) Les 15.000 tonnes suivantes seront attribuées à la Pologne.
- (c) Les 5.000 tonnes suivantes seront attribuées à Haïti en ce qui concerne la première et la deuxième année; cette quantité sera portée à 10.000 tonnes en ce qui concerne la troisième année.
- (d) Les 25.000 tonnes suivantes seront attribuées à la Tchécoslovaquie.
- (e) Les 10.000 tonnes suivantes seront attribuées à la Hongrie.

8.—(i) En procédant aux redistributions résultant des dispositions des paragraphes 1 (i) et 2 de l'article 19, le Conseil applique les priorités énumérées au paragraphe 7 du présent article.

(ii) En procédant aux répartitions résultant des dispositions de l'article 18, du paragraphe 1 (ii) de l'article 19 et de l'article 22, le Conseil n'applique pas lesdites priorités tant qu'il n'a pas été offert aux pays exportateurs énumérés au paragraphe 1 du présent article des contingents d'exportation égaux au total de leurs tonnages de base d'exportation, sauf à tenir compte des réductions appliquées en vertu de l'article 12 et du paragraphe 3 de l'article 21; et par la suite il n'applique lesdites priorités que dans la mesure où elles n'ont pas été appliquées déjà conformément aux dispositions de l'alinéa (i) ci-dessus.

(iii) Les réductions effectuées selon les dispositions de l'article 21 sont appliquées proportionnellement aux tonnages de base d'exportation jusqu'à ce que les contingents effectifs d'exportation aient été réduits au total des tonnages de base d'exportation augmentés du total des priorités attribuées en raison de l'accroissement des besoins du marché libre pour ladite année; après quoi les priorités sont déduites dans l'ordre inverse et les réductions sont ensuite appliquées à nouveau proportionnellement aux tonnages de base d'exportation.

ARTICLE 15

Le présent Accord ne s'applique pas aux échanges de sucre entre l'Union économique Belgo-Luxembourgeoise (y compris le Congo Belge), la France et les pays dont la France assure la représentation internationale, la République Fédérale d'Allemagne et le Royaume des Pays-Bas (y compris la Guyane hollandaise).

Ces pays s'engagent à limiter les échanges visés dans le présent article à un montant net de 175.000 tonnes de sucre par an.

ARTICLE 16

1. Le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord (au nom des Indes occidentales britanniques et de la Guyane britannique, des îles Maurice et Fidji), le Gouvernement du Commonwealth d'Australie et le Gouvernement de l'Union Sud-Africaine s'engagent à ce que la totalité des exportations nettes de sucre des territoires exportateurs auxquels s'applique l'Accord du Commonwealth de 1951 sur le sucre (à l'exception des échanges locaux de sucre entre des territoires contigus ou des îles avoisinantes du Commonwealth portant sur les quantités que l'usage aurait pu consacrer) ne dépasse pas les quantités totales suivantes:

- (i) pour les années civiles 1954 et 1955—2.413.793 tonnes (2.375.000 tonnes longues anglaises) de sucre tel quel par an;
- (ii) pour l'année civile 1956—2.490.018 tonnes (2.450.000 tonnes longues anglaises) de sucre tel quel.

Sous réserve des obligations contractuelles prises par les Gouvernements intéressés en vertu de l'Accord du Commonwealth de 1951 sur le Sucre, les limites quantitatives spécifiées ci-dessus pour les années civiles 1954, 1955 et 1956 ne peuvent pas être modifiées et les dispositions de tous les autres articles du présent Accord doivent être interprétées en conséquence.

2. Ces limitations ont pour effet de mettre à la disposition du marché libre une fraction des marchés sucriers des pays du Commonwealth. Les Gouvernements précités pourraient néanmoins se considérer comme relevés de leurs obligations de limiter ainsi les exportations de sucre du Commonwealth si un ou plusieurs Gouvernements d'un ou plusieurs pays exportateurs participants ayant un tonnage de base d'exportation aux termes du paragraphe 1 de l'article 14 concluaient une entente spéciale de commerce avec un pays importateur du Commonwealth qui garantirait au pays exportateur une fraction déterminée du marché de ce pays du Commonwealth.

3. Le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, en accord avec le Gouvernement du Commonwealth d'Australie et le Gouvernement de l'Union Sud-Africaine, s'engage à faire parvenir au Conseil 60 jours avant le début de chaque année contingente une estimation des exportations totales nettes des territoires exportateurs auxquels s'applique l'Accord du Commonwealth sur le Sucre pour ladite année, et à informer sans délai le Conseil de toutes les modifications que pourrait subir cette estimation dans le courant de l'année. La communication de ces renseignements au Conseil par le Royaume-Uni conformément à cet engagement est considérée comme constituant une décharge pleine et entière des obligations prévues aux articles 11 et 12 en ce qui concerne les territoires mentionnés ci-dessus.

4. Les dispositions des paragraphes 3 et 4 de l'article 13 ne s'appliquent pas aux territoires exportateurs couverts par l'Accord du Commonwealth sur le Sucre.

5. Aucune disposition du présent article n'est considérée comme empêchant un pays participant qui exposte sur le marché libre d'exporter du sucre à destination d'un pays du Commonwealth britannique, ni, dans les limites quantitatives définies ci-dessus, comme empêchant un pays du Commonwealth d'exporter du sucre sur le marché libre.

ARTICLE 17

Les exportations de sucre à destination des Etats-Unis d'Amérique pour la consommation intérieure ne sont pas considérées comme exportations sur le marché libre, et ne sont pas imputées sur les contingents d'exportation fixés en vertu du présent Accord.

ARTICLE 18

1. Avant le début de chaque année contingente, le Conseil fait procéder à une estimation des besoins d'importations nettes du marché libre pour ladite année en sucre provenant des pays exportateurs énumérés au paragraphe 1 de l'article 14. Dans la préparation de cette estimation, il est tenu compte, entre autres, de la quantité totale de sucre qui a été notifiée au Conseil comme pouvant être importée de pays non-participants en vertu des dispositions du paragraphe 4 de l'article 7.

2. Au moins 30 jours avant le début de chaque année contingente, le Conseil examine l'estimation des besoins d'importations nettes du marché libre préparée conformément au paragraphe 1 du présent article. Si le Conseil adopte cette estimation, il attribue immédiatement pour ladite année un contingent initial d'exportation sur le marché libre à chacun des pays exportateurs énumérés au paragraphe 1 de l'article 14 en répartissant le

tonnage faisant l'objet de l'estimation entre les pays exportateurs proportionnellement à leurs tonnages de base d'exportation, sous réserve des dispositions de l'article 14 B, des sanctions qui peuvent être appliquées conformément aux dispositions de l'article 12 et des réductions qui peuvent être faites en vertu du paragraphe 3 de l'article 21.

3. S'il y a désaccord au sein du Conseil sur l'estimation des besoins d'importations nettes du marché libre préparée conformément au paragraphe 1 du présent article, la question fait l'objet d'un Vote Spécial. Si, à la suite de ce vote, une estimation est adoptée, le Conseil attribue alors les contingents initiaux d'exportation conformément au paragraphe 2 du présent article; mais, si aucune estimation n'est adoptée, les contingents initiaux d'exportation pour la nouvelle année contingente sont fixés en répartissant une quantité égale au total des contingents effectifs d'exportation en vigueur à la fin de l'année contingente en cours sur la base et de la manière prévues au paragraphe 2 du présent article.

4. Le Conseil est autorisé à décider par un Vote Spécial de déduire, au cours de toute année contingente, sur les besoins d'importations nettes du marché libre une quantité maximum de 20.000 tonnes qui est tenue en réserve et sur laquelle il peut attribuer des contingents additionnels d'exportation afin de faire face à des situations dont la gravité exceptionnelle est dûment établie.

ARTICLE 19

1. Le Conseil fait procéder comme indiqué ci-dessous à l'ajustement des contingents effectifs d'exportation des pays participants énumérés au paragraphe 1 de l'article 14, sous réserve des dispositions de l'article 14 B:

- (i) Dans les dix jours qui suivent la notification par laquelle le Gouvernement d'un pays exportateur indique, conformément à l'article 11, qu'il n'utilisera pas une fraction de son contingent initial d'exportation ou de son contingent effectif d'exportation, il est procédé à la réduction du contingent effectif d'exportation de ce pays et à l'augmentation des contingents effectifs d'exportation des autres pays exportateurs, en redistribuant une quantité de sucre égale à la fraction du contingent ainsi abandonnée, proportionnellement aux tonnages de base d'exportation desdits pays. Le Secrétaire du Conseil notifie sans délai aux Gouvernements des pays exportateurs lesdites augmentations; ces Gouvernements, dans les dix jours de la réception de cette notification, indiquent au Secrétaire du Conseil s'ils sont ou non en mesure d'utiliser la quantité supplémentaire qui leur est ainsi attribuée. Au reçu de ces informations, il est procédé à une nouvelle redistribution des quantités non acceptées, et le Secrétaire du Conseil notifie aussitôt aux Gouvernements des pays exportateurs intéressés les augmentations effectuées sur leurs contingents effectifs d'exportation.
- (ii) De temps en temps, il est tenu compte des variations dans les estimations des quantités de sucre notifiées au Conseil en vertu de l'article 7 comme pouvant être importées de pays non participants; étant entendu, toutefois, qu'il n'est pas nécessaire de redistribuer ces quantités tant qu'elles n'atteignent pas un total de 5.000 tonnes. Les redistributions aux termes du présent alinéa sont effectuées sur la base et de la manière prévues à l'alinéa (i) ci-dessus.

2. Nonobstant les dispositions de l'article 11, si le Conseil détermine, après consultation avec le Gouvernement d'un pays exportateur participant, que ce pays ne sera pas en mesure d'utiliser tout ou partie de son contingent effectif d'exportation, le Conseil peut augmenter proportionnellement les

contingents d'exportation des autres pays exportateurs participants, sur la base et de la manière prévues au paragraphe 1 (i) du présent article; étant entendu, toutefois, que cette action du Conseil ne prive pas le pays en cause de son droit d'utiliser le contingent d'exportation dont il disposait auparavant.

Chapitre VIII.—Stabilisation des Prix

ARTICLE 20

1. Aux fins du présent Accord, le prix du sucre est considéré comme équitable à la fois pour les consommateurs et pour les producteurs s'il est maintenu dans une zone de prix stabilisés entre un minimum de 3,25 cents et un maximum de 4,35 cents, en monnaie des Etats-Unis, par livre avoir du poids, f.a.s. port cubain. Le prix du sucre est le prix du disponible fixé par la Bourse du café et du sucre de New-York en fonction du contrat No. 4, ou tout autre prix qui peut être fixé conformément au paragraphe 2 du présent article.

2. S'il ne peut disposer du prix visé au paragraphe 1 du présent article pour une période essentielle, le Conseil choisit tout autre critère qu'il juge bon.

3. Le Conseil peut modifier, par un Vote Spécial, les limites inférieure et supérieure de la zone de prix stabilisés qui est visée au paragraphe 1 du présent article.

ARTICLE 21

1.—(i) Si, à un moment donné, le Conseil décide que les conditions du marché rendent souhaitable une réduction des contingents effectifs d'exportation, destinée à empêcher le prix du sucre de descendre au-dessous du prix minimum établi aux termes de l'article 20, il peut effectuer toute réduction des contingents effectifs d'exportation qu'il juge nécessaire, proportionnellement aux tonnages de base d'exportation, sous réserve des dispositions de l'article 14 B.

(ii) Nonobstant les dispositions de l'alinéa (i) ci-dessus, chaque fois que la moyenne des prix du sucre, établie pour une période de 15 jours de bourse consécutifs d'après les prix moyens quotidiens du disponible, est inférieure au prix minimum établi aux termes de l'article 20, le Conseil procède, dans les 10 jours qui suivent la fin de cette période de 15 jours de bourse, à la réduction des contingents effectifs d'exportation qu'il juge nécessaire, proportionnellement aux tonnages de base d'exportation et sous réserve des dispositions de l'article 14 B; étant entendu qu'il n'interviendra aucune autre modification des contingents effectifs d'exportation en vertu du présent alinéa pendant une période de 15 jours de bourse consécutifs suivant la date d'un ajustement des contingents effectifs réalisé conformément aux dispositions du présent alinéa ou de l'article 22.

(iii) Si le Conseil ne peut se mettre d'accord avant la fin de la période de 10 jours précitée sur le montant de la réduction à effectuer par application de l'alinéa (ii) ci-dessus, les contingents effectifs d'exportation sont réduits chaque fois d'une quantité égale à 5% des tonnages de base d'exportation, sous réserve des dispositions de l'article 14 B.

(iv) Nonobstant les dispositions des alinéas (i), (ii) et (iii) ci-dessus, si le contingent effectif d'exportation d'un pays a été réduit conformément au paragraphe 1 (i) de l'article 19, cette réduction est considérée comme faisant partie des réductions effectuées au cours de la même année contingentaire aux termes des alinéas mentionnés ci-dessus.

2. Le Secrétaire du Conseil notifie aux Gouvernements des pays participants toute réduction des contingents effectifs d'exportation faite en application du présent article.

3. Si l'une des réductions prévues aux paragraphes précédents du présent article ne peut être entièrement appliquée au contingent effectif d'exportation d'un pays exportateur, du fait qu'au moment de cette réduction ce pays a déjà exporté tout ou partie de la quantité représentant cette réduction, une quantité correspondante est déduite du contingent initial d'exportation de ce pays pour l'année contingente suivante.

ARTICLE 22

1. Si, à un moment donné, le Conseil décide que les conditions du marché rendent souhaitable une augmentation des contingents effectifs d'exportation destinée à empêcher le prix du sucre de dépasser le prix maximum établi aux termes de l'article 20, il peut effectuer toute augmentation des contingents effectifs d'exportation qu'il juge nécessaire, proportionnellement aux tonnages de base d'exportation, sous réserve des dispositions de l'article 14 B.

2.—(i) Nonobstant les dispositions du paragraphe 1 du présent article, chaque fois que la moyenne des prix du sucre, établie pour une période de 15 jours de bourse consécutifs d'après les prix moyens quotidiens du disponible, est supérieure au prix maximum établi aux termes de l'article 20, le Conseil procède, dans les 10 jours qui suivent la fin de cette période de 15 jours de bourse, à l'augmentation des contingents effectifs d'exportation qu'il juge nécessaire, proportionnellement aux tonnages de base d'exportation et sous réserve des dispositions de l'article 14 B; étant entendu qu'il n'interviendra aucune autre modification des contingents effectifs d'exportation en vertu du présent alinéa, pendant une période de 15 jours de bourse consécutifs suivant la date d'un ajustement des contingents effectifs réalisé conformément aux dispositions du présent alinéa ou de l'article 21.

(ii) Si le Conseil ne peut se mettre d'accord avant la fin de la période de 10 jours précitée sur le montant de l'augmentation à effectuer par application de l'alinéa (i) ci-dessus, les contingents effectifs d'exportation sont augmentés chaque fois d'une quantité égale à 7,5% des tonnages de base d'exportation, sous réserve des dispositions de l'article 14 B.

3. Le Secrétaire du Conseil notifie aux Gouvernements des pays participants toute augmentation des contingents effectifs d'exportation faite en application du présent article.

Chapitre IX.—Limitation générale des Réductions des Contingents d'Exportation

ARTICLE 23

1. Sans préjudice des sanctions imposées en vertu de l'article 12 et des réductions faites en vertu du paragraphe 1 (i) de l'article 19, les contingents effectifs d'exportation des pays exportateurs participants énumérés au paragraphe 1 de l'article 14 ne seront pas réduits au-dessous de 80% des tonnages de base d'exportation, et toutes autres dispositions du présent Accord seront interprétées en conséquence; étant entendu toutefois que le contingent effectif d'exportation d'un pays exportateur participant qui dispose, aux termes du paragraphe 1 de l'article 14, d'un tonnage de base d'exportation inférieur à 50.000 tonnes ne sera pas réduit au-dessous de 90% du tonnage de base d'exportation de ce pays.

2. Aucune réduction des contingents n'est effectuée par application de l'article 21 dans les 45 derniers jours de l'année contingente.

Chapitre X.—Mélanges contenant du Sucre**ARTICLE 24**

Si le Conseil vient à acquérir la conviction que, par suite d'un accroissement notable des exportations ou de l'utilisation de mélanges contenant du sucre, ces mélanges tendent à se substituer au sucre au point d'empêcher le présent Accord de produire son plein effet, il peut décider que ces produits ou certains d'entre eux sont considérés comme sucre aux fins du présent Accord à concurrence de leur teneur en sucre; étant entendu que, pour le calcul de la quantité de sucre à imputer sur le contingent d'exportation d'un pays participant, le Conseil ne tient pas compte de l'équivalent en sucre des quantités de ces produits correspondant à celle que le pays en question exportait normalement avant l'entrée en vigueur du présent Accord.

Chapitre XI.—Difficultés monétaires**ARTICLE 25**

1. Si, pendant la durée du présent Accord, le Gouvernement d'un pays importateur participant considère qu'il lui est nécessaire soit de prévenir la menace imminente d'une importante diminution de ses réserves monétaires, soit d'enrayer ou de corriger une telle diminution, ce Gouvernement peut demander au Conseil de modifier certaines obligations particulières qui lui incombent en vertu du présent Accord.

2. Le Conseil étudie d'une manière approfondie, en consultation avec le Fonds Monétaire International, les questions soulevées par de telles demandes et accepte toutes les constatations, émanant du Fonds, de faits de caractère statistique ou autre relatifs aux changes, aux réserves monétaires et à la balance des paiements; il accepte également la décision du Fonds sur le point de savoir si le pays en cause a subi une détérioration appréciable de ses réserves monétaires ou en est menacé dans l'immédiat. Si le pays en cause n'est pas membre du Fonds Monétaire International et demande que le Conseil ne consulte pas le Fonds, le Conseil examine l'affaire sans procéder à cette consultation.

3. Dans l'un et l'autre cas, le Conseil examine la question avec le Gouvernement du pays importateur. Si le Conseil décide que la requête est fondée et que le pays en cause ne peut obtenir une quantité de sucre suffisante pour répondre aux besoins de sa consommation en respectant les dispositions du présent Accord, le Conseil peut modifier les obligations incombant en vertu du présent Accord audit Gouvernement ou au Gouvernement de tout pays exportateur, dans telle mesure et pour tel délai que le Conseil estime nécessaires pour permettre audit pays importateur de s'assurer un approvisionnement plus satisfaisant de sucre au moyen des ressources dont il dispose.

Chapitre XII.—Etudes par le Conseil**ARTICLE 26**

1. Le Conseil examine les moyens d'assurer une augmentation convenable de la consommation du sucre, et fait des recommandations à ce sujet aux Gouvernements des pays participants; il peut entreprendre des études sur des questions telles que:

- (i) les effets sur la consommation du sucre dans les divers pays (a) de la fiscalité et des mesures restrictives et (b) des conditions économiques, climatiques et autres;

- (ii) les moyens d'augmenter la consommation, surtout dans les pays où la consommation par tête est basse;
- (iii) la possibilité d'établir des programmes de publicité en coopération avec des organismes similaires intéressés à l'accroissement de la consommation d'autres produits alimentaires;
- (iv) le progrès des recherches sur de nouvelles utilisations du sucre, de ses sous-produits et des plantes dont il provient.

2. En outre, le Conseil est autorisé à entreprendre ou à faire entreprendre d'autres travaux, notamment la recherche de renseignements détaillés se rapportant à une aide spéciale sous différentes formes à l'industrie sucrière afin de pouvoir formuler toutes suggestions qu'il estime appropriées quant aux objectifs d'ensemble énumérées à l'article 1 et aux problèmes concernant le produit de base en cause. Toutes ces études doivent se rapporter à un nombre de pays aussi étendu que possible, et tenir compte des conditions générales sociales et économiques des pays intéressés.

3. Les études entreprises en vertu des paragraphes 1 et 2 du présent article sont effectuées conformément aux directives éventuelles du Conseil et en consultation avec les Gouvernements participants.

4. Les Gouvernements intéressés conviennent de faire part au Conseil des conclusions auxquelles les conduit l'examen des recommandations et des propositions mentionnées au présent article.

Chapitre XIII.—Administration

ARTICLE 27

1. Il est institué un Conseil international du sucre en vue d'administrer le présent Accord.

2. Chaque Gouvernement participant est membre du Conseil avec droit de vote; il a le droit de se faire représenter au Conseil par un délégué, et il peut désigner des suppléants. Le délégué et les suppléants peuvent être accompagnés aux réunions du Conseil par des conseillers dans la mesure où chaque Gouvernement participant l'estime nécessaire.

3. Le Conseil élit un Président qui n'a pas le droit de vote et qui demeure en fonctions pendant une année contingente. Le Président n'est pas rétribué; il est choisi alternativement parmi les délégations des pays importateurs et des pays exportateurs participants.

4. Le Conseil élit un Vice-Président qui demeure en fonctions pendant une année contingente. Le Vice-Président n'est pas rétribué; il est choisi alternativement parmi les délégations des pays exportateurs et des pays importateurs participants.

5. Le Conseil est autorisé, après consultation avec le Conseil international du sucre institué en vertu de l'Accord international pour la réglementation de la production et de l'écoulement du sucre sur le marché, signé à Londres le 6 mai 1937, à prendre en charge les archives, les avoirs et les dettes de cet organisme.

6. Le Conseil a, sur le territoire de chaque pays participant, et pour autant que le permet la législation de celui-ci, la capacité juridique nécessaire à l'exercice des fonctions qui lui confère le présent Accord.

ARTICLE 28

1. Le Conseil établit un règlement intérieur conforme aux dispositions du présent Accord. Il tient la documentation qui lui est nécessaire pour remplir les fonctions qui lui sont dévolues par le présent Accord, ainsi que

toute autre documentation qu'il juge souhaitable. En cas de conflit entre le règlement intérieur ainsi adopté et les dispositions du présent Accord, l'Accord prévaut.

2. Le Conseil publie, au moins une fois par an, un rapport sur ses activités et sur le fonctionnement du présent Accord.

3. Le Conseil établit, prépare et publie tous rapports, études, graphiques, analyses et autres documents qu'il peut juger désirables et utiles.

4. Les Gouvernements participants s'engagent à rendre disponibles et à fournir toutes les statistiques et informations nécessaires au Conseil et au Comité exécutif pour permettre à ceux-ci de remplir les fonctions qui leur sont dévolues par le présent Accord.

5. Le Conseil peut nommer les comités permanents ou temporaires qu'il juge désirables en vue de l'assister dans l'exercice des fonctions qui lui sont dévolues par le présent Accord.

6. Le Conseil peut, par un Vote Spécial, déléguer au Comité exécutif établi par l'article 37 l'exercice de n'importe lesquels de ses pouvoirs et fonctions autres que ceux exigeant une décision par Vote Spécial aux termes du présent Accord. Le Conseil peut, à tout moment, révoquer une telle délégation à la majorité des suffrages exprimés.

7. Le Conseil exerce toutes autres fonctions nécessaires à l'exécution des dispositions du présent Accord.

ARTICLE 29

Le Conseil nomme un Directeur exécutif qui est son plus haut fonctionnaire rétribué à temps complet, un Secrétaire, et le personnel estimé nécessaire aux travaux du Conseil et de ses Comités. Il est imposé comme condition d'emploi à ces fonctionnaires et au personnel de ne pas détenir d'intérêt financier, ou de renoncer à tout intérêt financier dans l'industrie sucrière ou dans le commerce du sucre, et de ne solliciter ni recevoir d'un Gouvernement ou d'une autorité extérieure au Conseil d'instructions relatives aux fonctions qu'ils exercent aux termes du présent Accord.

ARTICLE 30

1. Le Conseil détermine le lieu de son siège. Il y tient ses réunions, à moins qu'il ne décide de tenir une réunion particulière en un autre lieu.

2. Le Conseil se réunit au moins une fois par an. Il peut être convoqué à tout autre moment par son Président.

3. Le Président convoque une session du Conseil si demande en est faite par:

- (i) cinq Gouvernements participants; ou,
- (ii) un ou plusieurs Gouvernements participants détenant au moins 10% du total des voix; ou,
- (iii) le Comité exécutif.

ARTICLE 31

La présence de représentants détenant 75% du total des voix des Gouvernements participants est nécessaire pour constituer le quorum à toute réunion du Conseil. Cependant, si ce quorum n'est pas atteint le jour fixé pour une réunion du Conseil convoquée conformément à l'article 30, ladite réunion se tiendra sept jours plus tard et la présence de représentants détenant 50% du total des voix des Gouvernements participants constituera alors le quorum.

ARTICLE 32

Le Conseil peut prendre des décisions sans tenir de réunion, par un échange de correspondance entre le Président et les Gouvernements participants, sous réserve qu'aucun Gouvernement participant ne fasse objection à

cette procédure. Toute décision ainsi prise est communiquée le plus rapidement possible à tous les Gouvernements participants, et elle est consignée au procès-verbal de la réunion suivante du Conseil.

ARTICLE 33

Les voix dont disposent les délégations des pays importateurs au Conseil sont réparties comme suit:

Arabie Saoudite	15
Autriche	20
Canada	80
Ceylan	30
Espagne	20
Etats-Unis d'Amérique	245
Grèce	25
Israël	20
Japon	100
Jordanie	15
Liban	20
Norvège	30
Portugal	30
République Fédérale d'Allemagne	60
Royaume-Uni	245
Suisse	45
Total	1.000

ARTICLE 34

Les voix dont disposent les délégations des pays exportateurs au Conseil sont réparties comme suit:

Australie	45
Belgique	20
Brésil	50
Chine	65
Cuba	245
Danemark	20
France (et les pays dont la France assure la représentation internationale)	35
Haiti	20
Hongrie	20
Inde	30
Indonésie	40
Mexique	25
Nicaragua	15
Pays-Bas	20
Pérou	40
Philippines	25
Pologne	40
République dominicaine	65
Tchécoslovaquie	45
Union Sud-Africaine	20
Union des Républiques Socialistes Soviétiques	100
Yougoslavie	15
Total	1.000

ARTICLE 35

Chaque fois qu'intervient un changement dans la participation au présent Accord ou qu'un pays est suspendu de son droit de vote ou est rétabli dans ce droit en vertu d'une disposition du présent Accord, le Conseil redistribue les voix au sein de chaque groupe (pays importateurs et pays exportateurs), en tenant compte, pour les pays importateurs, du montant moyen de leurs importations pour les deux années précédentes, et, pour les pays exportateurs, dans la proportion respective de 40 et de 60, de leur production moyenne des deux années précédentes et du tonnage de base d'exportation qui leur est attribué; sous réserve que, dans aucun cas, un pays ne puisse disposer de moins de 15 voix et de plus de 245 voix et qu'il n'y ait pas de fractions de voix.

ARTICLE 36

1. A l'exception des cas où le présent Accord prévoit expressément une autre procédure, les décisions du Conseil sont prises à la majorité des suffrages exprimés par les pays exportateurs et à la majorité des suffrages exprimés par les pays importateurs, à condition que cette dernière majorité soit l'expression des suffrages d'un tiers au moins du nombre des pays importateurs présents et votants.

2. Lorsqu'un Vote Spécial est exigé, les décisions du Conseil sont prises à la majorité des deux tiers au moins des suffrages exprimés, comprenant une majorité simple des suffrages exprimés par les pays exportateurs et une majorité simple des suffrages exprimés par les pays importateurs, à condition que cette dernière majorité soit l'expression des suffrages d'un tiers au moins du nombre des pays importateurs présents et votants.

3. Nonobstant les dispositions des paragraphes 1 et 2 du présent article, à toute session du Conseil convoquée conformément au paragraphe 3 (i) de l'article 30 ou au paragraphe 3 (ii) de l'article 30 pour traiter de l'une des questions relatives aux articles 21 et 22, les décisions du Conseil relatives à l'action du Comité exécutif pour l'application desdits articles sont prises à la majorité simple des suffrages exprimés par les pays participants présents et votants pris dans leur ensemble.

4. Le Gouvernement d'un pays exportateur participant peut autoriser le délégué votant d'un autre pays exportateur, et le Gouvernement d'un pays importateur participant peut autoriser le délégué votant d'un autre pays importateur à représenter ses intérêts et à exercer son droit de vote à une ou à plusieurs réunions du Conseil. Une attestation de cette autorisation doit être soumise au Conseil, sous une forme considérée par celui-ci comme satisfaisante.

5. Chaque Gouvernement participant s'engage à se considérer comme lié par toutes les décisions prises par le Conseil en vertu des dispositions du présent Accord.

ARTICLE 37

1. Le Conseil établit un Comité exécutif, composé de représentants des Gouvernements de cinq pays exportateurs participants, ces pays étant choisis pour une année contingente à la majorité des voix détenues par les pays exportateurs, et de représentants des Gouvernements de cinq pays importateurs participants, ces pays étant choisis pour une année contingente à la majorité des voix détenues par les pays importateurs.

2. Le Comité exécutif exerce tels pouvoirs et telles fonctions du Conseil que celui-ci lui a délégués.

3. Le Directeur exécutif du Conseil est d'office Président du Comité exécutif mais n'a pas droit de vote; ce Comité peut élire un Vice-Président.

Le Comité établit son règlement intérieur sous réserve de l'approbation du Conseil.

4. Chaque membre du Comité exécutif dispose d'une voix. Au Comité exécutif, les décisions sont prises à la majorité des suffrages exprimés par les pays exportateurs et à la majorité des suffrages exprimés par les pays importateurs.

5. Tout Gouvernement participant a le droit de faire appel au Conseil, dans les conditions que celui-ci peut déterminer, de toute décision du Comité exécutif. Dans la mesure où la décision du Conseil ne concorde pas avec la décision du Comité exécutif, cette dernière est modifiée à compter de la date à laquelle intervient la décision du Conseil.

Chapitre XIV.—Dispositions financières

ARTICLE 38

1. Les dépenses des délégations au Conseil et des membres du Comité exécutif sont à la charge de leurs Gouvernements respectifs. Les autres dépenses nécessaires à l'administration du présent Accord, y compris les rémunérations versées par le Conseil, sont couvertes par voie de cotisations annuelles des Gouvernements participants. La cotisation de chaque Gouvernement participant pour chaque année contingente est proportionnelle au nombre de voix dont il dispose lorsque le budget pour cette année contingente est adopté.

2. Au cours de sa première session, le Conseil approuve son budget pour la première année contingente et fixe la cotisation à payer par chaque Gouvernement participant.

3. Au cours de chaque année contingente, le Conseil vote son budget pour l'année contingente suivante et fixe la cotisation à payer par chaque Gouvernement participant pour ladite année contingente.

4. La cotisation initiale de tout Gouvernement participant accédant au présent Accord en vertu de l'article 41 est fixée par le Conseil sur la base du nombre de voix attribuées audit pays et de la fraction de l'année contingente restant à courir; mais les cotisations fixées pour les autres Gouvernements participants pour l'année contingente en cours ne sont pas modifiées.

5. Les cotisations sont exigibles au commencement de l'année contingente pour laquelle ces cotisations ont été fixées et elles sont payables dans la monnaie du pays où se trouve le siège du Conseil. Tout Gouvernement participant qui n'a pas versé sa cotisation à la fin de l'année contingente pour laquelle cette cotisation a été fixée est suspendu de son droit de vote jusqu'à ce que sa cotisation ait été acquittée, mais, sauf par un Vote Spécial du Conseil, il n'est privé d'aucun de ses autres droits ni relevé d'aucune de ses obligations résultant du présent Accord.

6. Le Gouvernement du pays où se trouve le siège du Conseil doit exempter d'impôts, pour autant que le permet sa législation, les fonds du Conseil et les rémunérations versées par le Conseil à son personnel.

7. Chaque année contingente, le Conseil publie un état certifié de ses recettes et de ses dépenses au cours de l'année contingente précédente.

8. Avant sa dissolution, le Conseil prendra les mesures nécessaires au règlement de son passif et à l'affectation de ses archives et de l'actif existant à la date d'expiration du présent Accord.

Chapitre XV.—Coopération avec d'autres Organismes**ARTICLE 39**

1. Dans l'exercice de ses fonctions aux termes du présent Accord, le Conseil peut prendre tous arrangements en vue de consulter les organismes et institutions appropriés et de coopérer avec eux; il peut aussi prendre toutes dispositions qu'il estime convenables pour permettre à des représentants de ces organisations d'assister à ses réunions.

2. Si le Conseil constate qu'une disposition du présent Accord est incompatible avec les principes posés par les Nations Unies ou par leurs organes appropriés ou par leurs institutions spécialisées en matière d'accords intergouvernementaux sur les produits de base, cette incompatibilité est considérée comme entravant le fonctionnement du présent Accord et la procédure spécifiée à l'article 43 sera applicable.

Chapitre XVI.—Contestations et Réclamations**ARTICLE 40**

1. Une contestation relative à l'interprétation ou à l'application du présent Accord qui n'est pas réglée par voie de négociation est, à la demande d'un Gouvernement participant à l'Accord et partie au différend, déférée au Conseil pour décision.

2. Lorsqu'une contestation est déférée au Conseil en vertu du paragraphe 1 du présent article, la majorité des Gouvernements participants, ou un groupe de Gouvernements participants détenant au moins le tiers du total des voix peut demander au Conseil, après complète discussion de l'affaire, de solliciter l'opinion de la commission consultative mentionnée au paragraphe 3 du présent article sur les questions en litige avant de faire connaître sa décision.

3.—(i) Sauf décision contraire du Conseil, prise à l'unanimité, cette commission est composée de :

- (a) deux personnes désignées par les pays exportateurs, dont l'une possède une grande expérience des questions du genre de celle en litige et l'autre a de l'autorité et de l'expérience en matière juridique;
- (b) deux personnes, de qualification analogue, désignées par les pays importateurs; et
- (c) un président choisi à l'unanimité par les quatre personnes nommées selon les dispositions des alinéas (a) et (b) ci-dessus ou, en cas de désaccord, par le Président du Conseil.

(ii) Des ressortissants de pays dont les Gouvernements sont parties au présent Accord peuvent être habilités à siéger à la commission consultative.

(iii) Les membres de la commission consultative agissent à titre personnel et sans recevoir d'instructions d'aucun Gouvernement.

(iv) Les dépenses de la commission consultative sont à la charge du Conseil.

4. L'opinion motivée de la commission consultative est soumise au Conseil qui tranche le différend après avoir pris en considération tous les éléments d'information utiles.

5. Une plainte selon laquelle un Gouvernement participant n'aurait pas rempli les obligations imposées par le présent Accord est, sur la demande du Gouvernement participant auteur de la plainte, déférée au Conseil qui prend une décision en la matière.

6. Aucun Gouvernement participant ne peut être reconnu coupable d'infraction au présent Accord qu'à la majorité des voix détenues par les pays exportateurs et à la majorité des voix détenues par les pays importateurs. Toute constatation d'une infraction au présent Accord commise par un Gouvernement participant doit préciser la nature de l'infraction.

7. Si le Conseil constate qu'un Gouvernement participant a commis une infraction au présent Accord, il peut, à la majorité des voix détenues par les pays exportateurs et à la majorité des voix détenues par les pays importateurs, suspendre le Gouvernement en question de son droit de vote jusqu'à ce que celui-ci se soit acquitté de ses obligations, ou bien exclure ce Gouvernement de l'Accord.

Chapitre XVII.—Signature, Acceptation, Entrée en Vigueur et Adhésion

ARTICLE 41

1. Le présent Accord sera ouvert du 15 septembre au 31 octobre 1953 à la signature des Gouvernements représentés par des délégués à la Conférence au cours de laquelle il a été négocié.

2. Le présent Accord sera soumis à ratification ou acceptation par les Gouvernements signataires conformément à leur procédure constitutionnelle respective, et les instruments de ratification ou d'acceptation seront déposés auprès du Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord.

3. Le présent Accord sera ouvert à l'adhésion de tout Gouvernement visé au paragraphe 1 du présent article; l'adhésion se fera par le dépôt d'un instrument d'adhésion auprès du Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord.

4. Le Conseil pourra approuver l'adhésion au présent Accord de tout Gouvernement non visé au paragraphe 1 du présent article sous réserve que les conditions de ladite adhésion soient préalablement déterminées d'un commun accord entre le Conseil et le Gouvernement intéressé.

5. Un Gouvernement devient partie au présent Accord à compter de la date à laquelle il a déposé l'instrument de ratification, d'acceptation ou d'adhésion auprès du Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord.

6.—(i) Le présent Accord entrera en vigueur le 15 décembre 1953 en ce qui concerne les articles 1, 2, 18 et 27 à 46 inclusivement et le 1^{er} janvier 1954 en ce qui concerne les articles 3 à 17 et 19 à 26 inclusivement, si, le 15 décembre 1953, les instruments de ratification, d'acceptation ou d'adhésion ont été déposés par des Gouvernements détenant 60% des voix des pays importateurs et 75% des voix des pays exportateurs selon la répartition prévue aux articles 33 et 34. Toutefois et pendant une période de 4 mois à compter du 15 décembre 1953, sera considérée comme équivalente à une ratification, acceptation ou adhésion, la notification faite au Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, par un Gouvernement qui n'aurait pu ratifier l'Accord, l'accepter ou y adhérer avant le 15 décembre 1953, par laquelle celui-ci s'engage à poursuivre, aussi rapidement que le permet sa procédure constitutionnelle, les formalités de ratification, d'acceptation ou d'adhésion. Si toutefois une telle notification n'est pas suivie du dépôt d'un instrument de ratification, d'acceptation ou d'adhésion avant le 1^{er} mai 1954, le Gouvernement intéressé ne sera plus considéré comme observateur. En tout état de cause les obligations découlant du présent Accord pour les Gouvernements des pays exportateurs qui auront ratifié ou accepté cet Accord ou qui y auront adhéré avant le 1^{er} mai 1954 s'appliqueront pour la première année contingente à dater du 1^{er} janvier 1954.

(ii) Si, à la fin de la période de 4 mois mentionnée à l'alinéa (i) ci-dessus, le pourcentage des voix des pays importateurs ou des pays exportateurs qui auraient ratifié ou accepté le présent Accord ou y auraient adhéré est inférieur au pourcentage prévu à l'alinéa (i) ci-dessus, les Gouvernements qui auront ratifié ou accepté le présent Accord ou qui y auront adhéré pourront convenir de le mettre en vigueur entre eux.

(iii) Le Conseil peut déterminer les conditions auxquelles les Gouvernements qui n'auront pas ratifié ou accepté le présent Accord ou qui n'y auront pas adhéré avant le 15 décembre 1953, mais qui auront fait connaître leur intention d'obtenir aussi rapidement que possible une décision de ratification, d'acceptation ou d'adhésion pourront, s'ils le souhaitent, prendre part aux travaux du Conseil en qualité d'observateur n'ayant pas droit de vote.

7. Le Gouvernement du Royaume de Grande-Bretagne et d'Irlande du Nord notifiera à tous les Gouvernements signataires toute signature, ratification et acceptation du présent Accord, ou toute adhésion à ce dernier et informera tous les Gouvernements signataires de toute réserve ou condition y attachées.

Chapitre XVIII.—Durée, Amendement, Suspension, Retrait, Expiration

ARTICLE 42

1. La durée du présent Accord est de cinq ans à dater du 1^{er} janvier 1954. Cet Accord ne peut être dénoncé.

2. Sous réserve des articles 43 et 44, le Conseil, au cours de la troisième année du présent Accord, examinera le fonctionnement complet de l'Accord, particulièrement en ce qui concerne les contingents et les prix et prendra en considération tous amendements à l'Accord que des Gouvernements participants pourraient proposer à l'occasion de cet examen.

3. Le Conseil soumettra aux Gouvernements participants, trois mois au moins avant le dernier jour de la troisième année contingente du présent Accord, un rapport sur les conclusions de l'examen prévu par le paragraphe 2 du présent article.

4. Tout Gouvernement participant pourra, au plus tard deux mois après réception du rapport du Conseil visé au paragraphe 3 du présent article, se retirer du présent Accord en notifiant ce retrait au Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord. Ledit retrait prendra effet le dernier jour de la troisième année contingente.

5.—(i) Si, après le délai de deux mois mentionné au paragraphe 4 du présent article, un Gouvernement qui ne s'est pas retiré du présent Accord en vertu de ce paragraphe estime que le nombre des Gouvernements qui se sont retirés de l'Accord en vertu dudit paragraphe, ou l'importance de ces Gouvernements dans le cadre du présent Accord, est de nature à porter préjudice au fonctionnement de l'Accord, ledit Gouvernement peut, dans les 30 jours suivant l'expiration de la période précitée, demander au Président du Conseil de convoquer une réunion spéciale du Conseil au cours de laquelle les Gouvernements participants au présent Accord examineront la question de savoir s'ils continuent ou non à y adhérer.

(ii) Toute réunion spéciale convoquée en vertu d'une demande formulée conformément à l'alinéa (i) ci-dessus est tenue dans un délai maximum d'un mois après que le Président ait reçu la demande en question et les Gouvernements représentés à ladite réunion peuvent se retirer de l'Accord en faisant parvenir une notification de retrait au Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord dans les 30 jours suivant la réunion; ladite notification de retrait prend effet trente jours après la date de sa réception par ce Gouvernement.

(iii) Les Gouvernements qui n'ont pas été représentés à la réunion spéciale tenue en vertu des alinéas (i) et (ii) ci-dessus, ne peuvent pas se retirer du présent Accord aux termes des dispositions desdits alinéas.

ARTICLE 43

1. S'il se produit des circonstances qui, de l'avis du Conseil, entravent ou menacent d'entraver le fonctionnement du présent Accord, le Conseil peut, par un Vote Spécial, recommander aux Gouvernements participants un amendement au présent Accord.

2. Le Conseil fixe le délai dans lequel chaque Gouvernement participant doit notifier au Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord s'il accepte ou non un amendement recommandé en vertu du paragraphe 1 du présent article.

3. Si, avant la fin du délai fixé au paragraphe 2 du présent article, tous les Gouvernements participants acceptent un amendement, celui-ci entre en vigueur immédiatement après réception par le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord de la dernière acceptation.

4. Si, à la fin du délai fixé au paragraphe 2 du présent article, un amendement n'est pas accepté par les Gouvernements des pays exportateurs détenant 75% des voix attribuées aux pays exportateurs et par les Gouvernements des pays importateurs détenant 75% des voix attribuées aux pays importateurs, cet amendement n'entre pas en vigueur.

5. Si, à la fin du délai fixé au paragraphe 2 du présent article, un amendement est accepté par les Gouvernements des pays exportateurs détenant 75% des voix attribuées aux pays exportateurs et par les Gouvernements des pays importateurs détenant 75% des voix attribuées aux pays importateurs, mais non par les Gouvernements de tous les pays exportateurs et par les Gouvernements de tous les pays importateurs :

(i) l'amendement entre en vigueur pour les Gouvernements participants ayant notifié leur acceptation aux termes du paragraphe 2 du présent article au commencement de l'année contingente qui suit la fin du délai fixé aux termes de ce paragraphe;

(ii) le Conseil décide sans délai si l'amendement est d'une nature telle que les Gouvernements participants qui ne l'acceptent pas doivent être suspendus du présent Accord à dater du jour où cet amendement entre en vigueur aux termes de l'alinéa (i) ci-dessus et en informe tous les Gouvernements participants. Si le Conseil décide que l'amendement est de telle nature, les Gouvernements participants qui n'ont pas accepté l'amendement informent le Conseil avant la date à laquelle l'amendement doit entrer en vigueur aux termes de l'alinéa (i) ci-dessus s'ils continuent à considérer cet amendement comme inacceptable, et les Gouvernements participants qui en ont jugé ainsi sont automatiquement suspendus du présent Accord. Toutefois, si l'un de ces Gouvernements participants prouve au Conseil qu'il a été empêché d'accepter l'amendement avant l'entrée en vigueur de celui-ci aux termes de l'alinéa (i) ci-dessus en raison de difficultés d'ordre constitutionnel indépendantes de sa volonté, le Conseil peut ajourner la mesure de suspension, jusqu'à ce que ces difficultés aient été surmontées et que le Gouvernement participant ait notifié sa décision au Conseil.

6. Le Conseil détermine les règles selon lesquelles est réintégré un Gouvernement participant suspendu aux termes de l'alinéa (ii) du paragraphe 5 du présent article, ainsi que les règles nécessaires à la mise en application des dispositions du présent article.

ARTICLE 44

1. Si un Gouvernement participant s'estime gravement lésé dans ses intérêts du fait qu'un Gouvernement signataire ne ratifie pas ou n'accepte pas le présent Accord, ou en raison des conditions ou réserves mises à une signature, à une ratification ou à une acceptation, il le notifie au Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord. Dès la réception de cette notification, le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord en informe le Conseil qui examine la question, soit à sa première réunion, soit à une de ses réunions ultérieures tenue dans le délai d'un mois au plus après la réception de la notification. Si après l'examen de la question par le Conseil, le Gouvernement participant continue à trouver ses intérêts gravement lésés, il peut se retirer de l'Accord en notifiant son retrait au Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord dans un délai de 30 jours après que le Conseil ait terminé l'examen de la question.

2. Si un Gouvernement participant démontre que, nonobstant les dispositions du présent Accord, le fonctionnement de cet Accord a entraîné une grave pénurie d'approvisionnements ou n'a pas stabilisé les prix sur le marché libre entre les limites prévues au présent Accord, et si le Conseil ne prend pas de mesures pour remédier à une telle situation, le Gouvernement intéressé peut notifier son retrait de l'Accord.

3. Si, pendant la durée du présent Accord, en raison de mesures prises par un pays non-participant, ou en raison de mesures incompatibles avec le présent Accord prises par un pays participant, il se produit dans le rapport entre l'offre et la demande sur le marché libre une évolution défavorable qu'un Gouvernement participant estime gravement préjudiciable à ses intérêts, ce Gouvernement participant peut en saisir le Conseil. Si le Conseil déclare la cause fondée, le Gouvernement intéressé peut notifier son retrait du présent Accord.

4. Si un Gouvernement participant estime que ses intérêts seront gravement lésés du fait du tonnage de base d'exportation qui va être attribué à un pays exportateur non-participant sollicitant son adhésion à l'Accord conformément au paragraphe 4 de l'article 41, ce Gouvernement peut en saisir le Conseil qui prend une décision sur cette question. Si le Gouvernement intéressé estime que malgré cette décision ses intérêts continuent à être gravement lésés, ce Gouvernement peut notifier son retrait du présent Accord.

5. Le Conseil prend dans les 30 jours une décision sur toute affaire qui lui est soumise en vertu des paragraphes 2, 3 et 4 du présent article; si le Conseil n'a pas statué dans le délai fixé, le Gouvernement qui a soumis l'affaire au Conseil a le droit de notifier son retrait du présent Accord.

6. Tout Gouvernement participant peut, s'il vient à se trouver engagé dans des hostilités, solliciter du Conseil la suspension de tout ou partie des obligations que lui impose le présent Accord. Si sa demande est rejetée, ce Gouvernement peut notifier son retrait du présent Accord.

7. Si un Gouvernement participant se réclame lui-même des dispositions du paragraphe 2 de l'article 16 pour se dégager des obligations qu'il a contractées aux termes dudit article, tout autre Gouvernement participant a le droit de notifier son propre retrait, à tout moment au cours des trois mois qui suivent, après en avoir expliqué les raisons au Conseil.

8. En plus des situations prévues aux paragraphes précédents du présent article, lorsqu'un Gouvernement participant démontre que des raisons indépendantes de sa volonté l'empêchent de remplir les obligations contractées aux termes du présent Accord, il peut notifier son retrait de l'Accord, sous réserve que le Conseil décide que ce retrait est justifié.

9. Si un Gouvernement participant estime qu'un retrait du présent Accord, notifié en application des dispositions du présent article par tout

autre Gouvernement participant, et concernant soit son territoire métropolitain, soit tout ou partie des territoires non-métropolitains dont il assure la représentation internationale est d'une importance telle qu'elle entrave le fonctionnement du présent Accord, ce Gouvernement peut notifier son propre retrait du présent Accord à tout moment au cours des trois mois qui suivent.

10. Toute notification de retrait faite en application du présent article doit être adressée au Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord et prend effet 30 jours après la date de sa réception par ce Gouvernement.

ARTICLE 45

Le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord informe sans tarder tous les Gouvernements signataires et adhérents de toute notification et de tout préavis de retrait qui ont été portés à sa connaissance aux termes des articles 42, 43, 44 et 46.

Chapitre XIX.—Application territoriale

ARTICLE 46

1. Tout Gouvernement peut, au moment de la signature, de la ratification, de l'acceptation du présent Accord ou de l'adhésion à celui-ci, ou à tout moment ultérieur, déclarer par notification au Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, que l'Accord s'étend à tout ou partie des territoires non-métropolitains dont il assure la représentation internationale, et l'Accord s'applique dès réception de cette notification aux territoires qui y sont mentionnés.

2. Conformément aux dispositions des articles 42, 43 et 44 relatives au retrait, tout Gouvernement participant peut notifier au Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le retrait séparé du présent Accord de tout ou partie des territoires non-métropolitains dont il assure la représentation internationale.

En foi de quoi les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Accord aux dates figurant en regard de leur signature.

Les textes du présent Accord en langues anglaise, chinoise, espagnole, française et russe font tous également foi, les originaux étant déposés auprès du Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, qui en transmet des copies certifiées conformes à tous les Gouvernements signataires ou adhérents.

國際糖業協定

本協定各當事國政府議定如下：

第一章 宗旨

第一條

本協定之宗旨在於確使糖品輸入國獲得供應，糖品輸出國獲得市場而仍保持公平穩定之價格；增進全世界糖品之消費，並使糖品生產者獲得適當收入，設法保持公允勞動條件及工資標準，俾使經濟大半仰賴糖品生產或出口之國家或地區，得以維持其在世界市場之購買力。

第二章 定義

第二條

在本協定內，

一、稱“噸”者，謂重一，〇〇〇公斤之公噸。

二、稱“限額年度”者，謂曆年，即自一月一日起至十二月三十一日止之期間。

三、稱“糖品”者，謂由甘蔗或甜菜所製成，且屬於任一公認商品形式之糖品，包括食用糖蜜、精製糖蜜、糖汁及其他供人類食用之各式液體糖在內，但最後糖蜜及用原始方法製成之劣質非機製糖除外。

本協定所述之糖品數量，係以粗值為準而將容器除外之淨重。除第十六條所規定者外，任何糖品數量之粗值，即係經該光計鑑定其糖度為九十六度之

等量粗糖。

四、稱“輸入淨額”者，謂減去糖品輸出總額以後之糖品輸入總額。

五、稱“輸出淨額”者，謂減去糖品輸入總額以後之糖品輸出總額(在本國口岸供給船隻儲用之糖品除外)。

六、稱“自由市場”者，謂世界市場總輸入淨額，本協定所規定除外之數額不予計入。

七、稱“基本輸出噸數”者，謂第十四條第一項所規定之糖品數量。

八、稱“初步輸出限額”者，謂依據第十八條規定，就任何一限額年度，分配與第十四條第一項所列各國之糖品數量。

九、稱“實際輸出限額”者，謂初步輸出限額經隨時調整後之訂正限額。

十、在第十三條內，稱“糖品存貨”者，

(一) 謂關作國內在製糖廠庫糖廠及倉庫內所存，或在本國境內運往另一地點途中之一切糖品，但存入關稅之外國糖品（此名兼指“准暫入口”之糖品）暨在製糖廠庫糖廠及倉庫內所存，或在本國境內運往另一地點途中，準備分配國內消費，且經照章向關作國繳納國產稅或其他消費稅之糖品，不在此內；或

(二) 謂關係國內在製糖廠，煉糖廠及倉樓內所存，或在本國境內運往另一地點途中之一切糖品，但存入關樓之外國糖品(此名兼指“准暫入口”之糖品)，暨在製糖廠，煉糖廠及倉樓內所存，或在本國境內運往另一地點途中，專供分配國內消費之糖品，不在此內；
視各參加國政府依據第十三條向理事會所送之通知而定。

十一。稱“理事會”者，謂依第二十條規定設立之國際糖業理事會。

十二。稱“執行委員會”者，謂依第三十條規定設立之委員會。

十三. 稱“輸入國”者，視其前後文義，或謂第三十三條所列各國，或謂糖品淨輸入國。

十四. 稱“輸出國”者，視其前後文義，或謂第三十四條所列各國，或謂糖品淨輸出國。

第三章

參加國政府之一般義務

壹. 津貼

第三條

一. 參加國政府承認，對糖品實施津貼，可能妨害自由市場內公平穩定價格之維持，從而危及本協定之妥適施行。

二. 任何參加國政府，如給予或維

持任何津貼 — 包括任何方式之收入補助或價格補助在內 — 以致直接或間接增加該國糖品之輸出或減少其糖品之輸入，應於每一限額年度內將津貼之範圍與性質、津貼對該國糖品輸出或輸入數量之估計影響及津貼所以必要之原因，以書面通知理事會。

三。遇有參加國政府認為其依據本協定所享利益因此類津貼而遭受嚴重妨害或認為有遭受嚴重妨害之虞，則給予津貼之參加國政府應根據請求，與其他有關之參加國政府或與理事會，商討可否限制津貼。遇有此類事項提交理事會時，理事會得會同關係國政府進

行審查，並作其所認為適當之建議。

貳 經濟調整方案

第四條

各參加國政府承允採取其認為適當之措施，以資履行其依據本協定所負義務，藉謀實現第一條所揭橥之宗旨，並資確保有關商品問題之解決，得於本協定有效期內，儘可能獲致進展。

叁 增進糖品消費

第五條

為使糖品能更充裕供應消費者起見，各參加國政府承允採取其認為適當

之行動，以減輕糖品之過分負擔，包括因下列各端而承受之負擔在內：

(一) 私人或公家之管制，包括獨

佔在內；

(二) 財政及租稅政策。

肆. 公平勞動標準之維持

第六條

參加國政府聲明，為避免生活程度低落並為避免世界貿易發生不公平之競爭情況起見，當設法維持製糖工業內之公平勞動標準。

第四章

參加本協定之糖品輸入國政

府之特殊義務

第二條

一. (一) 參加本協定之輸入國政府

及參加本協定之輸入糖品供再出口用
之輸出國政府承允，為防止非參加國損
及參加國利益而獲利計，不使其本國於
任何限額年度內自全體非參加國輸入
之總額超過其本國於本協定生效年度
前三個曆年(即一九五一年、一九五二年、
一九五三年)中任何一年內自該等全體
非參加國輸入之總額，但遇一參加國不
能以不超過第二十條所定最高價之價格向
其他參加國購得所需糖品，並已將此項情形通知理事
會時，則該參加國向非參加國購入之數量應不計入上述總額內。

(二) 本項第(一)款所稱之年份，遇任何參加國政府認為有特殊理由應予變更時，得由理事會根據該政府之申請，決定變更之。

二、(一) 任何參加國政府如認為由於履行其依據本條第一項所負義務，致使其本國精糖之再出口貿易或含糖產品之貿易蒙受損害或有蒙受損害之急迫危險時，得請求理事會採取行動以保障有關之貿易。理事會應迅即審議此項請求，並應為此目的採取其認為必要之行動，此項行動得包括上述義務之修改。如理事會對於依本款規定提出之請求，未能於收到請求之日起十五天內予以

處理，則提出請求之政府在保障上述貿易之必要限度內，應視為已免除其依本條第一項所負之義務。

(二) 如在通常貿易往來之某一家交易中，一國之糖品再出口貿易可能因本項第(一)款規定之程序遷延時日而受損害，則對此家交易，該國政府應免除其依本條第一項所負之義務。

三、(一) 如任一參加國政府認為不能履行本條第一項規定之義務時，該政府承允將一切有關事實送請理事會查照，並將所擬採取之措施通知理事會。理事會應於十五日內審查此事，並得特對該政府將第一項規定之義務予以修改。

(二) 參加本協定之任何輸出國政府，如認為其本國利益因本條第一項之施行而受損害時，得將一切有關事實送請理事會查照，並將該政府盼望另一關係參加國政府採取之措施通知理事會。理事會得徵取後一政府之同意，修改第一項規定之義務。

四、參加本協定之輸入糖品各國政府承允，一俟各該國批准、接受或加入本協定後，當於可能範圍內儘速將其本國依據本條第一項之規定能自非參加國輸入之最高數額，通知理事會。

五、為使理事會能實行第十九條第一項第(二)款規定之重新分配起見，參加

本協定之輸入糖品各國政府承允，於理事會所定且不得遲於限額年度開始後八個月之期限內，將其預計於該限額年度內自非參加國輸入之糖品數量通知理事會；但理事會得對任何輸入國變更上述期限。

第五章

參加本協定之輸出國

政府之特殊義務

第八條

一、參加本協定之各輸出國政府承允調節其本國對自由市場之輸出，藉使其對該市場之輸出淨額不超過其本國於每一限額年度內依照本協定諸項規

定為該國簽訂之輸出限額所可輸出之數量。

二. 參加本協定之各輸出國政府，其本國之基本輸出噸數逾七五，〇〇〇噸者，承允不許於任何限額年度最初八個月內之輸出額超過其本國初步輸出限額之百分之八十；但理事會如鑒於市場情況認為有提高此項百分比之理由時，得予提高。

第九條

參加本協定之各輸出國政府承允採取一切可行之行動，以確保參加本協定之輸入糖品國家之需求隨時均獲滿足。為此目的，如理事會斷定，按照需求

實況，雖有本協定各項規定，參加本協定之輸入糖品國家仍有難以滿足其需求之虞，則理事會應向參加本協定之輸出國建議適當之措施，藉予此種需求以有效之優先權。參加本協定之各輸出國政府承允，如銷售條件相同，當將其可供用之糖品，依照理事會之建議，優先供應參加本協定之輸入糖品國家。

第十條

參加本協定之各輸出國政府承允於本協定有效期間內，並在可行範圍內於該期間之每一限額年度內，調整其本國之糖品生產（其法為調節糖品製造，如此法不能行時，則調節種植面積或種植）俾

其生產不致超出其國內消費、本協定所許可之輸出及第十三條所定之最大限度存貨所需之糧品數量。

第十一條

參加本協定之各輸出國政府承允將其本國之初步輸出限額及實際輸出限額中預料不使用部分儘速通知理事會；理事會接到此項通知後，應依第十九條第一項第一款之規定，採取行動。

第十二條

參加本協定之輸出國政府倘在理事會商得該國政府同意所規定於本協定有效期間適用之期限內，但無論如何在自初步輸出限額配定之日起不超過

八個月之期限內，未將其初步輸出限額中預料不使用部分通知理事會，則其下一限額年度之輸出限額應依其實在輸出數量與初步輸出限額或與最近訂定之實際輸出限額之差數削減之；此二差數以較少者為準。理事會如查明一國政府之所以未提出通知，係因不可抗力或固依本條規定所定通知日期後發生之其他不能控制之情勢，致該國輸出未滿預計數量者，得決定不施以此項處罰。

第六章 存貨

第十三條

一 參加本協定之輸出國政府擔允調節國內生產，務使各該國內之存貨

在每年收成即將開始前之規定日期，不超過其年產量百分之二十；此項日期應與理事會約定之。

二 但理事會認為情形特殊確有必要時，得准許各國所持存貨超過其產量百分之二十。

三 第十四條第一項所列各參加國政府承允：

(一) 在每年收成即將開始前之規定日期，除因旱災、水患或其他不利情況而不克照辦外，其國內存貨數量應至少相當於該國基本輸出額數百分之十；此項日期應與理事會約定之；

(二) 此項存貨應指定專作供應

自由市場需求增加之用，非經理事會同意不作其他用途，至於理事會通知動用時，應立可輸往該市場。

四、理事會得將本條第三項規定儲留之最低限度存貨數量增至百分之十五。

五、各參加國政府，按本條第三項之規定儲留存貨或其存貨數量經依本條第四項之規定更改者，承允除經理事會另行核定外，凡依各該項規定儲留之存貨不用以供應第十四條乙節所載之優先分配數額，且在實際限額低於各該國之基本輸出噸數時，亦不用以供應實際限額依第二十二條增加之數額，但為此

動用之存貨如能於下一限額年度該國收成開始前補足者，不在此限。

六. 本協定不以古巴平準儲備為可供自由市場需用之存貨之一部份，亦不計入本條第一項所稱之存貨。但古巴政府承允在理事會認為市場情況有此必要時，經理事會之請求將考慮將此項儲備供應自由市場。

七. 參加本協定之各輸出國政府承允在其退出本協定或本協定期滿之後，儘量不許依據本條所持存貨之處置在糖品自由市場上引起不當之波動。

八. 各參加國政府對第二條所列“糖品存貨”之兩種定義接受何者適用

於該國，應於簽署本協定日期後至遲三個月內，通知理事會。

第七章 輸出之調節

第十四條

甲 基本輸出噸數

一 在本協定有效期間之每一限額年度內，下開輸出國或輸出區對自由市場之基本輸出噸數如下：

(以千噸為單位)

比利時（包括比屬剛果）	50
巴西	175
中國（台灣）	600
哥倫比亞	5
古巴	2,250

捷克斯拉夫	275
哥麥	70
多明尼加共和國	600
法蘭西 (及法蘭西在國際 事務方面所代表之國家)	20
德意志東區	150
海地	45
匈牙利	40
印度尼西亞	250
墨西哥	75
荷蘭 (包括蘇立南)	40*
秘魯	280
菲律賓	25
波蘭	220

蘇聯 200

南斯拉夫 20

* (荷蘭王國應允不使其在一九五
四、一九五五及一九五六、三年整個
期間內之糖品輸出超過其在同一
期間內輸入之數量。)

二. 捷克斯拉夫共和國及波蘭人
民共和國之輸出限額，並不包括該兩國
對蘇聯之糖品輸出，此種輸出係在本協
定範圍之外。因此蘇聯輸出限額之估
算，並未計及自上述兩國輸入之糖品數
量。

三. 本協定不適用於法蘭西及法
蘭西在國際事務方面所代表之國家及

高棉、寮、越南三聯邦間糖品之輸運。

四、未經本條分配基本輸出額數之哥斯大黎加、厄瓜多及尼加拉瓜得於每年各向自由市場輸出不逾五,〇〇〇噸粗值之糖品。

五、本協定對於印度尼西亞主權國願望在自由市場所容許達到之範圍內，儘可能恢復其為糖品輸出國之歷史地位，並未加以忽視，亦無打消其此項願望之意。

六、印度應享輸出國之資格，但尚未聲請配定其輸出限額。

乙、關於未滿限額及自由市場需求增

加之優先分配辦法

七. 訂定實際輸出限額時，應依照本條第八項之規定，實行下列優先分配辦法：

- (甲) 首五萬噸分配與古巴。
- (乙) 次一萬五千噸分配與波蘭。
- (丙) 在第一年及第二年內，次五千噸分配與海地，第三年增至一萬噸。
- (丁) 次二萬五千噸分配與捷克斯拉夫。
- (戊) 次一萬噸分配與匈牙利。

八. 球理事會於依第十九條第一項第(一)款及第十九條第二項規定重行分配限額時，應實行本條第七項所列之優先分配辦法。

(二) 理事會於依第十八條、第十九條第一項第(二)款及第二十二條規定分配限額時，在本條第一項所列之輸出國配得與其基本輸出總噸數相等之輸出限額以前，不得實行上述優先分配辦法；但輸出限額依第十二條及第二十一條第三項規定削減時得減低之。嗣後，理事會僅在上述優先分配辦法尚未依本項第(一)款規定付諸實行時，方得實行該項辦法。

(三) 因適用第二十一条規定而為削減時，應照基本輸出噸數予以比例削減，直至實際輸出限額已減至等於基本輸出總噸數與該年自由市場需求

增加所作優先分配總額相加所得之總數時為止。嗣後，優先分配數量應依相反次序予以減除；再行削減時，復應以基本輸出噸數予以比例削減。

第十五條

本協定不適用於比利時盧森堡經濟同盟（包括比屬剛果）、法蘭西及法蘭西在國際事務方面所代表之國家、德意志聯邦共和國及荷蘭王國（包括蘇立南）間糖品之輸運。

上開國家據九特本條所稱之糖品輸運限定為每年淨額一七五,〇〇〇噸。

第十六條

一、大不列顛及北愛爾蘭聯合王

國政府(代表英屬西印度及英屬圭亞那、毛里西斯與菲律賓)、澳大利亞聯邦政府及南非聯邦政府據一九五一年英邦協糖業協定所包括輸出地區之糖品輸出淨額(即協定領土或島嶼間之糖品就直輸運，其數量能由機關證明者，不在此限)合計不得超過下列總額：

(一)在一九五四年及一九五五年
曆年，每年二,四一三,七九三
噸(合二,三七五,〇〇〇英長
噸)，數字照錄未予折算。

(二)在一九五六年，二,四九〇,
〇一八噸(合二,四五〇,〇〇
〇英長噸)，數字照錄未予

折算。

在不違反一九五一年英邦協糖業
協定各關係政府所負契約義務之條件
下，上列一九五四、一九五五及一九五六
各曆年之數額限制，不得變更。本協定
其他各條之規定亦應照此解釋。

二。此項限制之效果，將使自由市
場得以運用英邦協各國糖品市場之一
部分。但如參加本協定之輸出國政府
或參加國政府具有第十四條第一項所
載基本輸出噸數者，與英邦協中之一輸
入國訂立特種貿易辦法，保證該輸出國
佔有該邦協國市場之一特定部份時，則
前項所述各國政府當認為其所負限制

英邦協糖品輸出之義務已經解除。

三. 大不列顛及北愛爾蘭聯合王國政府取得澳大利亞聯邦政府及南非聯邦政府之同意，據允在各限額年度開始之六十日前，就英邦協糖業協定所包括輸出地區在該年度之總輸出淨額，向理事會提出一項估計，並於該年度由此項估計有任何變更時，追即通知理事會。聯合王國依據此項據允向理事會提供之資料，就上述地區而論，應認為充分履行第十一條及第十二條所載之義務。

四. 第十三條第三項及第四項之規定不適用於英邦協糖業協定所包括之輸出地區。

三. 本條規定不得認為阻止任何向自由市場輸出之參加國向不列顛那協內任何國家輸出糖品，亦不得認為阻止任何英邦協同在上列數額限制範圍內，向自由市場輸出糖品。

第十七條

輸入美利堅合眾國供其國內消費之糖品，不得視為對自由市場之輸出，且不得計入依據本協定所定之輸出限額。

第十八條

一. 理事會在各限額年度開始前，應編訂該年度自由市場需由第十四條第一項所列輸出國輸入糖品淨額之估計表。擬訂此項估計表時，陳顧及其他

各項因素外，並應顧及理事會據報可能按照第七條第四項之規定由非參加國輸入之糖品總額。

二、理事會至遲應於各限額年度開始三十日前，審議依照本條第一項所擬定之自由市場所需輸入淨額估計表。理事會如通過此項估計表，應即將此項估計數額並輸出國基本輸出噸數比例分配與各該輸出國，藉以確定第十四條第一項所列各輸出國在該年度自由市場所佔之初步輸出限額，但須遵照第十四條乙第規定，依第十二條規定所科之處罰，及依第二十一條第三項所為之削減辦理。

三. 理事會對於依照本條第一項所擬訂之自由市場所需輸入淨額估計表意見不一時，此項問題應即有諸特種表決。經表決後，如通過一項估計數額，理事會應即依照本條第二項之規定，配定初步輸出限額。但如表決後，仍未通過一項估計數額，則應將現限額年度終了時實際輸出限額之總數，按照本條第二項所載原則及方式分配，藉以確定次一限額年度之初步輸出限額。

四. 理事會有權經特種表決，於任一限額年度內，就自由市場所需輸入淨額中，撥出多至兩萬噸之數，留作準備以便遇有確屬特殊困難之情況時，用以撥

配額外輸出限額。

第十九條

一、理事會應將第十四條第一項所列參加國之實際輸出限額，按第十四條乙節之規定，作下列調整：

(一) 於任何輸出國政府依此第十一條規定提出通知聲明不使用其初步輸出限額或實際輸出限額之一部份後十日內，照減該國之實際輸出限額，並將等於其放棄部分之糖品數量與其他輸出國基本輸出噸數重行比例分配予各該輸出國，以增加

其實際輸出限額。理事會
秘書應即將此項增加通知
各輸出國政府。各該政府
應於收到此項通知後十日
內，答覆理事會秘書述明其
能否使用新增限額。收到
此項答覆後，應就尚待處理
之數量，再行分配。理事會
秘書應將各輸出國實際輸
出限額之增加數追即通知
各該國政府。

(二)對於理事會據報將依第七
條規定由非參加國輸入之
糖品數量估計，隨時計及其

變動，但此項糖品數量總額未及五千噸時，不必重新分配。本款所定重新分配，應遵本條第一項第二款所載原則及方式為之。

二、誰有第十一條之規定，理事會如與參加本協定之一輸出國政府協商後，斷定該國不能使用其實際輸出限額之全部或一部時，仍得依照本條第一項第二款所載之原則及方式，比例增加其他參加本協定之輸出國之輸出限額。但理事會此項措施不得剝奪關係國完全使用其在理事會未作此項斷定前所享其實際輸出限額之權利。

第八章 價格之平準

第二十條

一 在本協定適用範圍內，糖價如維持於古巴口岸船邊交貨價格每常衡磅美金三.二五分至四.三五分之平準價格限度內，即認為對於消費者及生產者均稱公允。稱糖價者，謂紐約咖啡與糖品交易所就第四號契約之糖所確定之現貨價格，或依本條第二項所定之任何其他價格。

二 倘本條第一項所述之價格在重要期間內無從查明，則由理事會酌用其他標準。

三 本條第一項所稱平準價格之

最低及最高限度，得由理事會以特種表決改訂之。

第二十一條

一 (一) 如理事會於任何時間決定由於市場情況，宜將實際輸出限額減低，以防糖價降至第二十條所定最低價格以下時，理事會得在第十四條乙節規定之限制下，照基本輸出噸數，酌將實際輸出限額比例削減。

(二) 雖有本條第一項第 (一) 款之規定凡遇每日現貨糖價平均數，於連續十五個開市日之時期內，平均低於第二十條所定最低價格時，理事會應於上述十五日期滿後十日內，在第十四條乙節規

定之限制下，照基本輸出噸數，酌將實際輸出限額比例削減；但在依本款及第二十二條規定調整實際限額之日起連續十五個開市日之期間內，不得依本款規定將實際輸出限額再加更改。

(三) 倘在上述十日限期内，理事會不能依本條第一項第(二)款之規定，議定減低數量，則應在第十四條乙節規定之限制下，以基本輸出噸數百分之五為實際輸出限額每次削減之數。

(四) 雖有本項第(一)、(二)、(三)三款之規定，如任何國家之實際輸出限額業經依據第十九條第一項第一款之規定削減時，則此項削減數量應認為構成同一

限額年度內依上述三款規定所訂削減數量之一部分。

二. 理事會祕書應將依據本條規定，對實際輸出限額所為之每一削減，通知各參加國政府。

三. 倘在依據本條以上各項規定削減限額時，某一輸出國業已將其應減數量之一部或全部輸出，因而該國實際輸出限額之上述削減無法充分執行時，則應在該國下一限額年度之初步輸出限額內，比照減除之。

第二十二條

一. 如理事會於任何時間決定，由於市場情況，宜將實際輸出限額提高，以

防糖價漲至第三十條所定最高價格以上時，理事會得在第十四條乙節規定之限制下，照基本輸出噸數，酌將實際輸出限額比例提增。

二(一) 雖有本條第一項之規定，凡遇每日現貨糖價平均數於連續十五個開市日之時期內，平均高出第二十條所定最高價格時，理事會應於上述十五日期滿後十日內，在第十四條乙節規定之限制下，照基本輸出噸數，酌將實際輸出限額比例提增；但在依本款及第二十一條規定調整實際限額之日起連續十五個開市日之期間內，不得依本款規定將實際輸出限額再加更改。

(二) 倘在上述十日限期内，理事會不能依本項第一款之規定議定提增數量，則應在第十四條乙節規定之限制下，以基本輸出噸數百分之七點五為實際輸出限額每次提增之數。

三 理事會秘書應將依據本條規定，對實際輸出限額所為之每一提增，通知各參加國政府。

第九章

削減輸出限額之一般限制

第二十三條

一、除依第十二條規定所科處罰及依第十九條第一項第一款規定所為削減外，第十四條第一項所列任何參加本協定之輸出國之實際輸出限額不得減低至其基本輸出噸數百分之八十以下；本協定所有其他規定統應照此解釋。但任何參加本協定之輸出國，依第十四條第一項之規定其基本輸出噸數不及五萬噸者，該國之實際輸出限額不得減至其基本輸出噸數百分之九十以下。

二、於限額年度最後四十五曆日

內，不得依第二十一條規定削減限額。

第十章 糖混和物

第二十四條

如理事會於任何時間查明由於糖混和物之輸出或使用大增，結果糖之地位漸為此種產品取代，而致本協定目標之充分實現，遭其妨礙，則理事會得決議將此種產品或其中任何項目就其所含之糖成分，視為本協定所稱之糖品；但理事會為此核算應行計入任何參加國輸出限額之糖品數量時，如該國在本協定生效前經常輸出若干數量之此種產品，則此種數量之相當糖值應除去不計。

第十一章 貨幣上之困難

第二十五條

一、倘在本協定之有效期間內，任何參加本協定之輸入國政府認為亟須防止其貨幣儲備銳減之危險，或須終止或補救其儲備銳減之狀況時，該國政府得提請理事會修改本協定所規定之若干義務。

二、理事會應就上述請求所引起之問題，與國際貨幣基金會詳商，並應接受基金會關於外匯、貨幣儲備及收支差額各方面統計或其他事實之一切結論，且接受基金會對於該國之貨幣儲備究竟是否已遭遇或行將遭遇嚴重惡化之

情勢問題所作之判斷，如該國並非國際貨幣基金會之會員國，且要求勿與該基金會諮詢時，理事會應不經上述諮詢，逕行審議所涉問題。

三 在上述任何一種情形下，理事會應與該輸入國政府商討。理事會如決定該國所為聲述確有根據，且該國礙難依照本協定之規定取得足量之糖品以供應其消費需要時，得酌依某項方式，並為某項期間，修改該國政府或任何輸出國政府依照本協定所擔承之義務，俾該輸入國得以其所有之資力，獲得較適用之糖品供應。

第十二章

理事會之研究工作

第二十六條

一 理事會應審議可使糖品消費適當增加之方法，並就此向參加國政府提出建議，並得就下列事項從事研究：

- (一) 課稅及其他限制措施之影響，暨經濟、氣候及其他情況對各國糖品消費之影響；
- (二) 增加消費之方法，尤當注重每人消費量低微之國家；
- (三) 能否會同從事其他糧食增加消費事宜之類似機關協力推行宣傳業務；

(四) 關於糖品、糖之副產品、以及製糖所用植物之新用途之研究進展。

二、理事會並有權從事及籌劃其他研究工作，包括關於給予製糖業以特別協助之各種方式之研究在內，俾便蒐集詳盡資料，並擬具理事會認為與達成第一條所列宗旨或與解決所涉商品問題有關之提議。此種研究應儘量普及於各國，並應顧及關係國家之一般社會經濟狀況。

三、依照本條第一、二兩項從事之研究工作，應按照理事會之規定並與參加國政府磋商後進行之。

四、關係國家政府承允將其對本

條所稱建議及提議之考慮結果通知理事會。

第十三章

執行機關

第二十七條

一、茲設置國際糖業理事會，以執行本協定。

二、每一參加國政府為理事會享有表決權之理事，有權派遣代表一人出席理事會，並得指派副代表若干人。代表或副代表出席理事會會議時，得由該參加國政府認為必需之顧問隨同出席。

三、理事會應選舉不投票之主席一人，任期為一限額年度，不支薪酬。主

席應自參加本協定之輸出國代表團與參加本協定之輸入國代表團中交替選任之。

四、理事會應選舉副主席一人，任期為一限額年度，不支薪酬。副主席應自參加本協定之輸出國代表團與參加本協定之輸入國代表團中交替選任之。

五、茲授權理事會與依據一九三七年五月六日在倫敦簽訂之國際糖品產銷調節協定而設立之國際糖業理事會諮詢後，接受該機關之卷宗、資產及債務。

六、理事會在各參加國領土內，並就符合該國法律之範圍，應具有為履行

本協定所賦與職務而必需之法律行為
能力。

第二十八條

一、理事會應制定與本協定規定
相符合之議事規則，並應保存為履行本
協定所賦與職務而必需之紀錄以及其
所認為必要之其他紀錄。理事會制定
之議事規則如與本協定規定相抵觸時，
以本協定為準。

二、理事會應就其工作及本協定
施行情形，每年至少刊佈報告書一次。

三、理事會應發動、編製、刊佈其認
為必要而有益之報告書、研究報告、圖表、
分析報告及其他資料。

四、各參加國政府擔允編製並供給理事會或執行委員會為執行本協定所賦與職務而必需之一切統計及情報。

五、理事會得設立其認為必要之常設或臨時委員會，以協助其執行本協定所賦與之職務。

六、理事會得以特種表決，將依本協定必須以特種表決方式決定者以外之職權，委交依據第三十七條設立之執行委員會行使。理事會得隨時以所投票數之過半數，撤銷此種委任。

七、理事會應執行為實施本協定規定所必需之其他職務。

第二十九條

理事會應委派幹事長一人，祕書一人，及理事會與其所屬委員會工作所需之辦事人員；幹事長為理事會下最高之專任受薪行政官員。各該行政官員及辦事人員之任用條件為其在製糖業或糖品貿易方面不得保有或應停止保有金錢上之利益，且關於其依本協定所任之職責，不得請求或接受任何政府或理事會以外任何其他當局之訓示。

第三十條

一 理事會應擇定會址。除理事會決定某次會議在其他地點舉行外，其會議應在會址舉行。

二、理事會每年應至少集會一次。

理事會主席得隨時另行召集會議。

三、主席如經下列政府或委員會
請求，應召集理事會會議：

(一) 五參加國政府，或

(二) 佔表決權總數百分之十以上
之一個或數個參加國政府，或

(三) 執行委員會。

第三十一條

佔表決權總數百分之七十五之參
加國政府代表之出席，為理事會任何一
次會議開議之必要法定人數。但倘於
依照第三十條規定召開理事會會議之
日，出席代表不足法定人數時，該會議應

於七日後舉行，屆時如有佔表決權總數百分之五十之參加國政府代表之出席，即為已足法定人數。

第三十二條

理事會得不舉行會議，而藉主席與參加國政府通訊辦法，作成決議，但以無任一參加國政府對此項程序提出反對為限。此種決議一經作成，應儘速通知全體參加國政府，並應載入理事會下次會議紀錄。

第三十三條

各輸入國代表團在理事會所進行之表決權數如下：

奧地利	20
加拿大	80
錫蘭	30
德意志聯邦共和國	60
希臘	25
以色列	20
日本	100
約但	15
黎巴嫩	20
那威	30
葡萄牙	30
蘇地亞拉伯	15
西班牙	20
瑞士	45
聯合王國	245
美利堅合衆國	245
總數	<u>1,000</u>

第三十四條

各輸出國代表團在理事會所得行使之表決權數如下：

澳大利亞	45
比利時	20
巴西	60
中國	65
古巴	245
捷克斯拉夫	45
丹麥	20
多明尼加共和國	65
法蘭西(及法蘭西在 國際事務方面所 代表之國家)	35

海地	20
匈牙利	20
印度	30
印度尼西亚	40
墨西哥	25
荷兰	20
尼加拉瓜	15
秘鲁	40
菲律宾	25
波兰	40
南非	20
苏联	100
南斯拉夫	15
總數	<u>1,000</u>

第三十五條

凡遇本協定之參加國有所更動，或依照本協定規定，一國受停止行使表決權之處分或恢復其原有表決權時，理事會應將表決權重新分配與各該有關組（輸入國組與輸出國組）內之國家，在重新分配時，就輸入國方面，須注意其前二年之平均輸入額，就輸出國方面，須注意其前二年平均生產額佔百分之四十，其所配得之基本輸出額數佔百分之六十之比例。但任何一國之表決權數不得少於十五或多於二百四十五，並不得有小數。

第三十六條

一. 除本協定另有特別規定外，理事會之決議應以輸出國所投票數之過半數及輸入國所投票數之過半數為之，但輸入國所投過半數票應包括出席及參加表決之輸入國數三分之一以上所投之票在內。

二. 舉行特種表決時，理事會之決議至少應以所投票數三分之二之多數為之，此項三分之二之多數應包括輸出國所投過半數票與輸入國所投過半數票在內；但輸入國所投過半數票應包括出席及參加表決之輸入國數三分之一以上所投之票在內。

三. 雖有本條第一、二兩項之規定，

依照第三十條第三項第(一)款或第三十
條第三項第(二)款之規定為處理有關第
二十一條及第二十二條之間題而召集
之任何理事會會議，對於執行委員會根
據各該條所採取之行動，應以所有出席
及參加表決之本協定參加國所投票數
之過半數作成決議。

四. 參加本協定之輸出國政府得
授權另一參加表決之輸出國代表在理
事會會議中代表其利益並代其行使表
決權；參加本協定之輸入國政府亦得授
權另一參加表決之輸入國代表在理
事會會議中代表其利益並代其行使表決
權。關於此項授權行為，應向理事會提

出理事會認為滿意之證明。

五、各參加國政府擔允接受理事會依照本協定規定所作一切決定為具有拘束力。

第三十七條

一、理事會應設置執行委員會，由輸出國以所持總表決權數之過半數票選定五個參加本協定之輸出國政府，另由輸入國以所持總表決權數之過半數票選定五個參加本協定之輸入國政府各派代表組成之，其任期均為一限額年度。

二、執行委員會行使理事會委交其行使之理事會職權。

三、幹事長為執行委員會之當然

主席，但無表決權。委員會得選舉副主席一人，並應制定其議事規則，由理事會核准之。

四、委員會每一委員應有一個表決權。委員會之決議應以輸出國所投過半數票及輸入國所投過半數票作成之。

五、參加國政府如不服執行委員會之決議，有權依照理事會所訂之條件，向理事會提訴。倘理事會之決議與執行委員會之決議有所差異，則後者應自理事會作成決議之日起就其差異處更改。

第十四章

財 政

第三十八條

一、出席理事會各代表團及執行委員會委員之費用，由其本國政府負擔。執行本協定所必需之其他費用，包括理事會付給之薪酬在內，以參加國政府每年繳納之會費充之。參加國政府每一限額年度應繳之會費數額，按該年度預算通過時其所佔之表決權數比例定之。

二、理事會第一屆會應核定第一限額年度之預算，並攤派各參加國政府之會費數額。

三、理事會應於每一限額年度核定下一限額年度之預算，並攤派各參加

國政府在下一限額年度應繳之會費數額。

四、依第四十一條規定加入本協定之參加國政府，其首次繳納之會費數額應由理事會按其所佔表決權數及當一限額年度之剩餘時期攤派之，但不得改變其他參加國政府於該限額年度所應攤付之會費數額。

五、某一限額年度之會費，應於該年度開始時，以理事會會址所在國之貨幣繳付。任何參加國政府倘於限額年度終了時尚未繳付該年度之會費者，應受停止行使表決權之處分，直至其會費繳清之時為止。但除經理事會以特種

表決決良者外，其依本協定規定所享其他權利不因此而喪失，其所負義務亦不因此而免除。

六、理事會會址所在國政府對於理事會經費及理事會付給其職員之薪酬，應在與其本國法律相符之範圍內，免予課稅。

七、理事會應於每一限額年度，公布上一限額年度業經審核之收支對照表。

八、理事會應於解散前，籌妥本協定廢止時清償理事會債務及處理其卷宗與資產之辦法。

第十五章

與其他組織之合作

第三十九條

一 理事會於執行本協定所賦與之職務時，得採取措施俾與適當組織及機關諮詢合作，並得訂定適當辦法，俾使各該機構之代表列席理事會會議。

二 理事會倘發現本協定任何規定與聯合國或其所屬適當機關或專門機關就政府間商品協定事宜所規定之條件有重大不合之處，則此種不合應視為對本協定之施行有不良影響之情形，而第四十三條所規定之程序應即適用。

第十六章

爭端及控訴

第四十條

一、任何關於本協定之解釋或適用問題之爭端，倘未經談判解決，而為爭端當事國一造之參加國政府請求時，應提交理事會裁決。

二、遇有任何爭端，業已依據本條第一項之規定提交理事會時，得由過半數之參加國政府，或由佔表決權總數三分之一以上之參加國政府，請求理事會於充分討論後，徵求本條第三項所稱諮詢團體對於爭執事項之意見，然後再為裁決。

三、(一) 除經理事會一致同意採

取其他辦法外，諮詢團體應由下列人員組成之：

(甲) 由輸出國提名兩人，一人對於爭端所涉同類事項富有經驗，一人具有法律資望及經驗；

(乙) 由輸入國提名具有相同資格之人員兩人；

(丙) 主席一人，由依據上開(甲)(乙)兩目提名之四人一致同意遴選之；如四人不能同意時，由理事會主席遴派之。

(二) 本協定當事國人民得充任諮詢團體人員。

(三) 獲選充任諮詢團體人員者應以個人資格執行職務，不得接受任何政府之訓示。

(四) 諮詢團體之費用由理事會支付之。

四. 諮詢團體應向理事會提出意見及其理由。理事會於審查所有有關資料後，應裁決爭端。

五. 關於任何參加國政府未履行其依本協定所負義務之控訴，經提出控訴之參加國政府之請求應提交理事會，由理事會裁決之。

六. 除經輸出國所持表決權總數之過半數及輸入國所持表決權總數之過半數決定外，不得判定任何參加國政府已有違反本協定之行為。凡判定參加國政府違反本協定時，應指明違約行為。

之性質。

七. 理事會如判定一參加國政府確有違反本協定之行為時，得以輸出國所持表決權總數之過半數及輸入國所持表決權總數之過半數，決定停止該政府行使表決權，直至其履行其義務之時為止，或將該政府自本協定除名。

第十七章 簽署、接受、生效及加入

第四十一條

一. 本協定應自一九五三年九月十五日起至十月三十一日止聽由遣派代表出席議訂本協定之會議之各國政府簽署。

二. 本協定須經簽署國政府各依

本國憲法程序予以批准或接受。批准書或接受書應送交大不列顛及北愛爾蘭聯合王國政府存放。

三。 本協定應聽由本條第一項所指各國政府加入。加入應以加入書送交大不列顛及北愛爾蘭聯合王國政府存放。

四。 理事會得核准本條第一項所指範圍以外之任何政府加入本協定，但加入之條件應由意欲加入之政府先與理事會商定之。

五。 各國政府參加本協定之生效日期，應為批准書、接受書或加入書交存大不列顛及北愛爾蘭聯合王國政府之日。

六. (一) 倘在一九五三年十二月十五日，依第三十三條及第三十四條所規定之表決權數分配辦法，佔輸入國表決權總數百分之六十與佔輸出國表決權總數百分之七十五之各國政府業已交存批准書、接受書或加入書，則本協定之第一條、第二條、第十八條、第二十七條至第四十六條應自一九五三年十二月十五日起生效，第三條至第十七條及第十九條至第二十六條應自一九五四年一月一日起生效。但如未能於一九五三年十二月十五日以前批准、接受或加入本協定之各國政府，向大不列顛及北愛爾蘭聯合王國政府提送通知書，據允，

設法儘速依據各該國憲法程序，於自一九五三年十二月十五日起之四個月期間內，批准、接受或加入，則此項通知書視為等於批准書、接受書或加入書。惟在收到此種通知書後，至一九五四年五月一日尚未見交存批准書、接受書或加入書，則不得再將該國政府視為參加國政府。無論如何，凡在一九五四年五月一日以前業已批准、接受或加入本協定之輸出國政府依本協定所負之義務，就第一限額年度而言，應自一九五四年一月一日開始。

(二) 本項第(一)款所稱四個月期間屆滿時，所有業已批准、接受或加入

本協定之輸入國或輸出國之表決權百分數如仍不及本項第一款所規定之百分數，則業已批准、接受或加入本協定之各國政府，得協議將本協定在各該國間實施。

(三) 在一九五四年十二月十五日以前尚未批准、接受或加入本協定，但已聲明有意儘速就批准、接受或加入事宜獲致決定之各國政府，如願以無表決權之觀察員資格參加理事會工作，其參加條件得由理事會決定之。

x. 大不列顛及北愛爾蘭聯合王國政府應將各國簽署批准、接受或加入本協定之事，通知所有簽署國政府；並應

將各國簽署、批准、接受或加入所附之保留或條件，通知所有簽署國政府。

第十八章 期限修正、權利義務之
停止、退出、廢止

第四十二條

一. 本協定有效期間為五年，自一九五四年一月一日起算。本協定不得由單方宣告解約。

二. 理事會應於本協定第三年檢討本協定之全部實施情形，尤其關於限額及價格之情形，並應計及任何參加國政府為此項檢討所提出之本協定任何修正案。此項規定對第四十三條及第四十四條並無妨礙。

三. 理事會至遲應於本協定第三限額年度最後一日三個月前，就本條第二項所述檢討結果，向參加國政府提出報告書。

四. 任何參加國政府得於收到本條第三項所述理事會報告書後不超過兩個月之期間內，向大不列顛及北愛爾蘭聯合王國政府致送退出通知書，退出本協定。此項退出應於第三限額年度最後一日生效。

五. (1) 本條第四項所指之兩個月期間屆滿後，未依照該項規定退出本協定之任何國政府，如認為依照該項規定退出之參加國政府數目或各該退出國

政府對本協定所處之重要地位足以妨礙本協定之實施時，該國政府得於此項期間屆滿後三十日內，請求理事會主席召集理事會特別會議，本協定當事國政府應在該會議中審議其是否繼續為本協定當事國。

(c) 依據第(一)款所述請求而召集之特別會議，應於主席接到此項請求後一個月內舉行之。參加此項會議之政府得於會議舉行之日起三十日內向大不列顛及北愛爾蘭聯合王國政府致送退出通知書，退出本協定。此項退出通知應於聯合王國政府收到之日起三十日後發生效力。

(三) 未參加依據第(一)(二)兩款所舉行之特別會議之政府，不得依據各該款之規定退出本協定。

第四十三條

一. 如有某種情勢發生，經理事會認為對本協定之實施有不利影響或可能有不利影響時，理事會得以特種表決，向參加國政府建議修正本協定。

二. 理事會應規定時限，由每一參加國政府通知大不列顛及北愛爾蘭聯合王國政府是否接受依據本條第一項規定所建議之修正案。

三. 如在依本條第二項所規定之時限內，所有參加國政府均接受該修正

案，該修正案應於大不列顛及北愛爾蘭聯合王國政府收到最後一份接受書後立即生效。

四 如在依本條第二項所規定之時限內，該修正案未經佔輸出國所持表決權總數百分之七十五之輸出國政府及佔輸入國所持表決權總數百分之七十五之輸入國政府接受，該修正案應不生效力。

五 如在依本條第二項所規定之時限終了前，該修正案經佔輸出國所持表決權總數百分之七十五之輸出國政府及佔輸入國所持表決權總數百分之七十五之輸入國政府接受，而未經所有

輸出國政府及所有輸入國政府接受時：

- (一) 該修正案應於依本條第二項所規定之時限終了後之下一限額年度開始時，對業已依據該項規定表示接受之參加國政府發生效力；
- (二) 理事會應迅即斷定該修正案是否性質重要，而應於該修正案依據第一款規定生效之日起停止不接受該修正案之參加國政府在本協定下之權利義務；理事會並應將此項斷定通知所有參加國政府。如理事會斷定

該修正案具有此種性質，未接受該修正案之參加國政府應於該修正案依據第一款規定生效之日前通知理事會是否仍不接受該修正案；通知仍不接受之參加國政府，其在本協定下之權利義務即自動停止。但如此種參加國政府能使理事會確信該國政府係因非其所能控制之憲法上困難而不克於該修正案依據第一款規定生效之日前接受該修正案時，理事會得在此種困難

某經克服，而該參加國政府
已將其決定通知理事會前
暫不停止其權利義務。

六 理事會應對依據本條第五項
第(二)款規定被停止權利義務各參加國
政府之恢復其原有地位制定規則，並應
制定實施本條規定所需之任何其他規
則。

第四十四條

一 如任何參加國政府認為任何
簽署國政府之未批准或接受本協定，或
簽署、批准或接受所附條件或保留，使其
利益遭受嚴重損害時，該國政府應通知
大不列顛及北愛爾蘭聯合王國政府。

大不列顛及北愛爾蘭聯合王國政府收到此項通知後，應立即通知理事會，理事會應於其第一次會議中，或嗣於收到通知後至遲一個月內所舉行之會議中，審議此事。如於理事會審議此事後，該參加國政府仍認為其利益遭受嚴重損害時，該國政府得於理事會審議此事完畢後三十日內向大不列顛及北愛爾蘭聯合王國政府致送退出通知書，退出本協定。

二、如任何參加國政府證明雖有本協定之規定，而其實施結果造成供應奇缺現象或未使自由市場價格穩定於本協定所規定之限度內，且理事會又未

採取行動以補救此種情勢時該關係國政府得通知退出本協定。

三. 如於本協定有效期間內，因非參加國之行動，或因任何參加國所採與本協定不符之行動，而使自由市場之供求關係發生不利變動，致任何參加國政府認為此種變動嚴重損害其利益時，該參加國政府得向理事會陳述其受害情形。如理事會宣告其所陳情形屬實時該關係國政府得通知退出本協定。

四. 如任何參加國政府認為由於未參加本協定而企圖依據第四十一條第四項規定加入本協定之輸出國所將配得之基本輸出噸數之影響，其利益將遭受重大損害時，該國政府得向理事會陳述其可能受害情形，理事會應就其所陳情形作一決定。如該關係國政府認為雖有理事會之決定，其利益仍有受嚴重損害之虞時，該國政府得通知退出本協定。

五. 理事會對於依據本條第二、三、四各項規定所提出之任何事件，應於三十日內決定之。如理事會未能於此項期限內決定時，向理事會提出此項事件

之政府得通知退出本協定。

六、任何參加國政府如涉入戰鬥中，得向理事會申請停止履行其本協定下義務之一部或全部。此項申請如遭拒絕，該國政府得通知退出本協定。

七、如任何參加國政府援用第十六條第二項之規定以免除其依該條所負之義務時，任何其他參加國政府得在嗣後三個月內隨時於向理事會說明理由後通知退出。

八、除本協定前列各項所指情形外，如參加國政府證明由於無法控制之情勢，致其不能履行本協定下之義務時，該國政府得通知退出本協定，但以經理

事會決定此項退出確具理由者為限。

九、如任何參加國政府認為任何其他參加國政府依據本條規定，就其本部領土或就由其負責代管對外關係之所有或任何非本部領土所為之退出通知，其重要性足以妨害本協定之實施時，該國政府亦得於嗣後三個月內隨時通知退出本協定。

十、本條所規定之退出通知應向大不列顛及北愛爾蘭聯合王國政府為之，此項通知應於該國政府收到之日起三十日後發生效力。

第四十五條

大不列顛及北愛爾蘭聯合王國政府應將依據第四十二條、第四十三條、第四十四條及第四十六條之規定所收到之每一通知及退出通知書迅速知照所有簽署國及加入國政府。

第十九章 對領土之適用

第四十六條

一. 任何一國政府得在簽署批准、接受或加入本協定時或以後任何時間，向大不列顛及北愛爾蘭聯合王國政府送達通知書，聲明本協定適用於該國政府負責代管對外關係之所有或任何非本部領土；本協定即自該項通知書收到

之日起，對通知書中所列各領土適用。

二. 任何參加國政府得依據第四十二條、第四十三條及第四十四條有關退出之規定，向大不列顛及北愛爾蘭聯合王國政府送達退出通知書，分別就其負責代管對外關係之所有或任何非本部領土，退出本協定。

為此，下列代表，各東本國政府正式授予之權，謹於簽字側面所載日期，簽署本協定，以昭信守。

本協定中、英、法、俄、西文各本同一作準，各文正本交由大不列顛及北愛爾蘭聯合王國政府存放。該國政府應將其正式副本分送各簽署國及加入國政府。

МЕЖДУНАРОДНОЕ СОГЛАШЕНИЕ

ПО САХАРУ

ПРАВИТЕЛЬСТВА СТРАН, являющихся сторонами в настоящем Соглашении, договорились о нижеследующем:

ГЛАВА I. ОБЩИЕ ЦЕЛИ.

Статья 1.

Целью настоящего Соглашения является обеспечение сахаром импортирующих стран и обеспечение экспортим странам рынков для сбыта сахара по справедливым и устойчивым ценам; увеличение потребления сахара во всем мире; а также поддержание на мировых рынках покупательной способности тех стран или районов, экономика которых в значительной степени зависит от производства или экспорта сахара, путем обеспечения достаточного дохода производителям и путем создания возможности соблюдения справедливых стандартных норм в отношении условий труда и заработной платы.

ГЛАВА II. ОПРЕДЕЛЕНИЯ.

Статья 2

В настоящем Соглашении --

1) "Тонна" означает метрическую тонну в 1.000 килограммов.

2) "Контингентный год" означает календарный год, т.е. период с 1 января по 31 декабря, включительно.

3) "Сахар" означает все признанные товарные разновидности сахара, производимого из сахарного тростника или сахарной свеклы, включая годную в пищу черную патоку и патоку более высокого сорта, сиропы и все другие виды жидкого сахара, потребляемые людьми, за исключением конечной патоки и низкокачественного неочищенного центрифугированием сахара, производимого примитивными методами.

Количественные указания в настоящем Соглашении относятся к сахару-сырцу и его чистому весу без контейнера. За исключением случая, предусмотренного в статье I6, всякое количественное указание, относящееся к сахару-сырцу, соответствует сырцу, содержащему по полариметру 96% сахара.

4) "Импорт нетто" означает весь импорт сахара, за вычетом всего экспорта сахара.

5) "Экспорт нетто" означает весь экспорт сахара (исключая сахар, поставляемый на корабли, снабжающиеся в портах своих стран) за вычетом всего импорта сахара.

6) "Свободный рынок" означает весь импорт нетто мирового рынка, за вычетом импорта, исключенного на основании тех или иных постановлений настоящего Соглашения.

7) "Основной экспортный тоннаж" означает количество сахара, указанные в статье I4 (1).

8) "Начальный экспортный контингент" означает количество сахара, определенное согласно статье I8 для любого контингентного года для каждой страны, указанной в статье I4 (1).

9) "Действительный экспортный контингент" означает начальный экспортный контингент с теми изменениями, которые могут делаться от времени до времени.

10) "Запасы сахара", в зависимости от уведомлений, представленных Совету каждым участвующим правительством на основании статьи I3, означают для целей статьи I3 либо

1) весь сахар, находящийся в данной стране или на ее фабриках, рафинадных заводах и складах или в процессе перевозки в какие-нибудь места внутри страны, но исключая сахар, поступивший на таможенные склады из других стран (под которым нужно понимать также сахар "en admission temporaire"), а также исключая сахар, находящийся на фабриках, рафинадных заводах и складах или в процессе перевозки в места внутри страны, который предназначается исключительно для внутреннего потребления и за который уплачены установленные в данной стране акцизные сборы или налоги на потребление; либо

2) весь сахар, находящийся в данной стране или на фабриках, рафинадных заводах и складах или в процессе перевозки в какие-нибудь места внутри страны, но исключая сахар, поступивший на таможенные склады из других стран (под которым нужно понимать также сахар "en admission temporaire") а также исключая сахар, находящийся на фабриках, рафинадных заводах и складах или в процессе перевозки в места внутри страны, который предназначается исключительно для внутреннего потребления.

11) "Совет" означает Международный Совет по сахару, учрежденный согласно статье 27.

12) "Исполнительный комитет" означает комитет, учрежденный согласно статье 37.

13) "Импортирующая страна" означает, в зависимости от контекста, либо одну из стран, перечисленных в статье 33, либо любую страну, у которой импорт сахара превышает его экспорт.

14) "Экспортирующая страна" означает, в зависимости от контекста, либо одну из стран, перечисленных в статье 34, либо любую страну, у которой экспорт сахара превышает его импорт.

ГЛАВА III. ОБЩИЕ ОБЯЗАТЕЛЬСТВА УЧАСТВУЮЩИХ ПРАВИТЕЛЬСТВ.

1. Субсидии.

Статья 3.

1) Участвующие правительства признают, что выдача субсидий по сахару может затруднять поддержание справедливых и устойчивых цен на свободном рынке и таким образом представлять угрозу правильному функционированию настоящего Соглашения.

2) Если какое-либо участвующее правительство предоставляет или продолжает выплачивать какую-либо субсидию, включая любую форму поддержания доходов или цен, которая непосредственно или косвенно способствует увеличению экспорта сахара из его территории или уменьшению импорта в его территорию, то оно должно в течение каждого контингентного года письменно уведомлять Совет о размерах и характере субсидирования, о предполагаемом влиянии субсидирования на количество экспортируемого из его территории или импортируемого в его территорию сахара и об условиях, вызывающих необходимость этого субсидирования.

3) Во всех случаях, когда какое-либо участвующее правительство считает, что его предусмотренным в настоящем Соглашении интересам таким субсидированием наносится или угрожает серьезный ущерб, предоставляющее субсидию участвующее правительство должно, по соответствующей просьбе, обсудить с другим заинтересованным правительством или с другими заинтересованными правительствами или же с Советом возможность ограничения субсидирования. Во всех случаях, когда такой вопрос представляется на рассмотрение Совету, Совет может рассматривать его с заинтересованными правительствами и делать такие рекомендации, какие он считает необходимыми.

2. Программы экономического регулирования.Статья 4.

Каждое участвующее правительство соглашается принять необходимые по его мнению для выполнения его обязательств по настоящему Соглашению, в целях достижения общих задач, указанных в статье I, меры, которые в период действия настоящего Соглашения будут максимально содействовать разрешению данной товарной проблемы.

3. Меры к повышению потребления сахара.Статья 5.

С целью облегчения получения сахара потребителями каждое участвующее правительство соглашается принять представляющиеся ему необходимыми меры к сокращению несоразмерных расходов, падающих на сахар, включая расходы, являющиеся результатом

- I) проведения частного и государственного контроля, включая монополии;
- II) финансовой и налоговой политики.

4. Соблюдение справедливых стандартных норм в отношении условий труда.Статья 6.

Участвующие правительства заявляют, что во избежание снижения жизненного уровня и введения условий, создающих недобросовестную конкуренцию в мировой торговле, они будут стремиться к соблюдению справедливых стандартных норм в отношении условий труда в сахарной промышленности.

ГЛАВА IV. ОСОБЫЕ ОБЯЗАТЕЛЬСТВА УЧАСТВУЮЩИХ ПРАВИТЕЛЬСТВ СТРАН, ИМПОРТИРУЮЩИХ САХАР.

Статья 7.

- 1) I) Правительство каждой участвующей импортирующей страны и правительство каждой участвующей экспортёршей страны, импортирующей сахар для реэкспорта, для того, чтобы неучаствующие в Соглашении страны, не приобретали преимущества за счет участвующих в нем стран, соглашаются не допускать в течение любого континентного года импорта из неучаствующих стран, взятых вместе, количества, превышающего общее количество товара,

импортированного из этой группы стран в течение любого из трех календарных годов, предшествовавших году, в котором Соглашение вступило в силу, т.е. в 1951, 1952 и 1953 г.г. При этом, однако, указанное общее количество не должно включать импортированного сахара, приобретенного той или иной участвующей страной от неучаствующих стран во всех тех случаях, когда участвующая страна не может удовлетворить своих потребностей путем импорта из участвующих стран по ценам, не превышающим максимум, установленный в статье 20, о чём она уведомила Совет.

П) Годы, указанные в подпункте I настоящего пункта, могут изменяться определением Совета по просьбе любого участвующего правительства, полагающего, что существуют особые основания для такого изменения.

2) 1) Если какое-либо участвующее правительство полагает, что обязательство, принятое им на себя согласно пункту(1)настоящей статьи, неблагоприятно отражается на реэкспорте из его страны рафинированного сахара и на торговле этой страны содержащими сахар продуктами или же что этой торговле угрожает непосредственная опасность, оно может просить Совет о принятии мер для ограждения этой торговли, и Совет должен немедленно рассматривать все такие просьбы и принимать меры, которые могут включать изменение указанного обязательства, поскольку он его считает необходимым для данной цели. Если Совет в течение 15 дней со времени представления на основании настоящего подпункта просьбы не примет никаких мер, правительство, представившее просьбу, считается свободным от обязательства, возлагаемого пунктом 1 настоящей статьи, в той мере, в которой это необходимо для ограждения указанной торговли.

П) Если в нормальном ходе торговых операций по какой-либо отдельной сделке из-за процедуры, предусмотренной в подпункте I настоящего пункта, происходит задержка, могущая причинить ущерб реэкспорту сахара из данной страны, то заинтересованное правительство должно быть освобождено от обязательства, возлагаемого пунктом 1 настоящей статьи в отношении данной конкретной сделки.

3) 1) Если какое-либо участвующее правительство полагает, что оно не может выполнить обязательства, возлагаемого пунктом 1 настоящей статьи, то оно соглашается представить Совету все относящиеся к вопросу факты и уведомить его о тех мерах, которые оно предполагает принять, а Совет должен в течение 15 дней рассмотреть вопрос и может в отношении такого правительства изменить обязательство, возлагаемое пунктом 1.

П) Если правительство какой-либо участвующей экспортирующей страны полагает, что интересы его страны страдают от применения пункта 1 настоящей статьи, то оно может представить Совету все относящиеся к вопросу факты и уведомить Совет о тех мерах, которые, по его мнению, необходимо принять правительству другой заинтересованной участвующей страны, а Совет может по соглашению с этим последним правительством изменить обязательство, возлагаемое пунктом 1.

4) Правительство каждой участвующей страны, импортирующей сахар, соглашается в возможно короткий срок после ратификации или принятия настоящего Соглашения или же после присоединения к нему уведомить Совет о максимальных количествах, которые могут быть импортированы из неучаствующих стран на основании пункта 1 настоящей статьи.

5) Для того чтобы дать возможность Совету провести перераспределение, предусмотренное в статье I9 (1) (П), правительство каждой участвующей страны, импортирующей сахар, соглашается уведомлять Совет в течение установленного Советом срока, не превышающего весьма месяцев с начала контингентного года, о количестве сахара, которое оно предполагает в течение данного контингентного года импортировать из неучаствующих стран, причем Совет может изменить указанный период для любой такой страны.

ГЛАВА У. ОСОБЫЕ ОБЯЗАТЕЛЬСТВА ПРАВИТЕЛЬСТВ УЧАСТВУЮЩИХ В СОГЛАШЕНИИ ЭКСПОРТИРУЮЩИХ СТРАН.

Статья 8

1) Правительство каждой участвующей экспортирующей страны соглашается на регулирование своего экспорта на свободный рынок таким образом, чтобы экспорт нетто на этот рынок не превышал тех количеств, которые данная страна может экспортовать каждый контингентный год в соответствии с экспортными контингентами, установленными для нее согласно постановлениям настоящего Соглашения.

2) Правительство каждой участвующей экспортирующей страны, основной экспортный тоннаж которой превышает 75.000 тонн, соглашается не допускать на протяжении первых восьми месяцев любого контингентного года экспорт, превышающего 80 процентов ее первоначального экспортного контингента; однако Совет может увеличить этот процент, если он считает, что такое увеличение оправдывается условиями рынка.

Статья 9

Правительство каждой участвующей экспортирующей страны соглашается принимать все практически осуществимые меры для удовлетворения в любое время спроса участвующих стран, импортирующих сахар. В этих целях Совет в случаях, когда по его мнению состояние спроса, несмотря на постановления настоящего Соглашения, угрожает участвующим импортирующим сахар странам трудностями в удовлетворении их потребностей, рекомендует участвующим в Соглашении экспортирующим странам принять меры для эффективного удовлетворения этих потребностей в первую очередь. Правительство каждой участвующей экспортирующей страны соглашается, что при равенстве условий продажи приоритет в снабжении наличными запасами сахара будет предоставляться в соответствии с рекомендациями Совета участвующим импортирующим сахар странам.

Статья 10

Правительство каждой участвующей экспортирующей страны соглашается так регулировать производство сахара своей страны в период действия настоящего Соглашения и, если практически возможно, на протяжении каждого контингентного года в пределах этого периода (путем регулирования производства сахара или, за невозможностью этого, путем регулирования земельной площади или насаждений), чтобы производство сахара не превышало того количества, которое может потребоваться для удовлетворения внутренних потребностей страны, для разрешаемого по настоящему Соглашению экспорта и для образования максимальных запасов, предусмотренных статьей I3.

Статья II

Правительство каждой участвующей экспортирующей страны соглашается в возможно краткий срок уведомлять Совет о той доле первоначального экспортного контингента и действительного экспортного контингента своей страны, которая по его предположениям не будет использована, а Совет, по получении такого уведомления, принимает меры в соответствии со статьей I9 (1).

Статья I2

Если правительство участвующей экспортирующей страны в течение периода, определяемого на время действия настоящего Соглашения Советом по соглашению с данным

правительством, однако, во всяком случае, не превышающего восемь месяцев со дня предоставления начальных экспортных контингентов, не уведомляет о той доле начального экспортного контингента своей страны, которая, по его предположению, не будет использована, то начальный контингент такой страны на следующий контингентный год сокращается на разницу между фактическим экспортом и начальным экспортным контингентом или последним действительным экспортным контингентом, если он меньше начального контингента. Совет может решить не применять этой санкции, если он убежден, что правительство не уведомило его потому, что экспорт соответствующей страны не достиг ожидавшегося размера вследствие форс-мажоре или по другим независящим от правительства обстоятельствам, возникшим после установленного в соответствии с настоящей статьей срока подачи заявления.

ГЛАВА VI. ЗАПАСЫ.

Статья I3

1) Правительства участвующих экспортirующих стран обязуются регулировать свое сахарное производство так, чтобы в определенный согласованный с Советом день каждого года перед самым началом сбора нового урожая запасы каждой страны не превышали количества, равного 20 процентам ее годового производства.

2) Тем не менее Совет может разрешить любой стране держать запасы сахара, превышающие 20 процентов ее производства, если он сочтет, что такая мера оправдывается особыми обстоятельствами.

3) Правительство каждой участвующей страны, указанной в статье I4 (1), соглашается:

I) что на определенный согласованный с Советом день каждого года перед самым началом сбора нового урожая в стране будут запасы сахара, составляющие не менее 10 процентов основного экспортного тоннажа страны, за исключением тех случаев, когда засуха, наводнение или другие стихийные бедствия помешают существованию таких запасов; и

II) что эти запасы будут предназначены для удовлетворения растущего спроса на свободном рынке и не будут использованы ни для каких иных целей без согласия Совета, и что по требованию Совета они немедленно будут предоставляться для экспорта на свободный рынок.

4) Совет может увеличить предусмотренный пунктом 3 настоящей статьи размер минимальных запасов до 15 процентов.

5) Правительство каждой участвующей страны, в которой имеются запасы в соответствии с постановлениями пункта 3, с возможными изменениями таковых согласно пункту 4 настоящей статьи, соглашается, что хранящиеся в соответствии с этими постановлениями запасы не будут без соответствующего разрешения Совета использованы ни для покрытия приоритетов, предусмотренных статьей I4 B, ни для заполнения увеличенных по статье 22 действующих контингентов, когда такие контингенты меньше основного экспортного тоннажа страны, за исключением того случая, когда использованные таким образом запасы могут быть пополнены до начала сбора урожая страны в последующем контингентном году.

6) Для целей настоящего Соглашения стабилизационный резерв Кубы не считается частью запасов, могущих поступить на свободный рынок, и не учитывается при определении запасов, предусмотренных в пункте 1 настоящей статьи. Однако правительство Кубы соглашается рассмотреть вопрос о предоставлении этого резерва для свободного рынка по требованию Совета, если последний сочтет, что условия рынка делают такую меру целесообразной.

7) Правительство каждой участвующей экспортirующей страны соглашается, в случае денонсации настоящего Соглашения или по истечении его срока действия, поскольку возможно, не допускать такой ликвидации хранимых в соответствии с настоящей статьей запасов, которая внесет излишнее расстройство на свободном рынке сахара.

8) Не позже чем через три месяца со дня подписания настоящего Соглашения, правительство каждой участвующей страны сообщит Совету, какое из двух данных в статье 2 определений понятия "занасы сахара" оно принимает как применимое к его стране.

ГЛАВА УПРЕДЕЛИРОВАНИЕ ЭКСПОРТА

Статья I4

A. Основные экспортные тоннажи.

1) Для неперечисленных экспортirующих стран или территорий устанавливается следующий экспортный тоннаж для продажи на свободном рынке на каждый контингентный год в течение периода действия Соглашения:

(в тыс. тонн)

Бельгия (включая Бельгийское Конго) ..	50
Бразилия	175
Венгрия	40
Гаити	45
Германия (Восточная)	150
Дания ,	70
Доминиканская Республика..	600
Индонезия	250
Китай (Тайван)	600
Колумбия	5
Куба	2.250
Мексика	75
Нидерланды (включая Суринам)	40 x)
Перу	280
Польша	220
Союз Советских Социалистических Республик	200
Филиппины	25
Франция (включая страны, которые Франция представляет в международных сношениях)	20
Чехословакия	275
Югославия	20

2) В экспортные контингенты Чехословакской Республики и Польской Народной Республики не включается экспорт сахара из этих стран в СССР, и этот экспорт настоящим Соглашением не охватывается. Поэтому экспортный контингент для СССР исчисляется без учета импорта сахара из вышеупомянутых стран.

x) (Нидерландское Королевство обязуется в течение всего трехлетнего периода с 1954 г. по 1956 г.
не экспортировать больше сахара, чем оно импортирует).

3) Настоящее Соглашение не распространяется на торговлю сахаром между Францией и странами, которые Франция представляет в международных сношениях, а также с об'единившимися с ней государствами Камбоджа, Лаос, и Вьетнам.

4) Коста-Рика, Эквадор и Никарагуа, для которых настоящей статьей не установлен основной экспортный тоннаж, имеют право вывозить для продажи на свободном рынке до 5.000 тонн сахара-сырца в год из каждой из указанных трех стран.

5) Настоящее Соглашение не упускает из виду и не имеет целью свести на нет стремления Индонезии восстановить в качестве суверенного государства свое историческое положение экспортирующей сахар страны, в той мере, в которой это осуществимо в пределах возможностей свободного рынка.

6) За Индией признается статус экспортирующей страны, но она не просила о назначении для нее экспортного контингента.

В. Приоритет, устанавливаемый при увеличении и сокращении потребностей свободного рынка.

7) При определении действительных экспортных контингентов устанавливаются следующие приоритеты в соответствии с постановлениями пункта 8 настоящей статьи:

- a) Первые 50.000 тонн предоставляются Кубе.
- b) Следующие 15.000 тонн предоставляются Польше.
- c) Следующие 5.000 тонн в течение первого и второго года предоставляются Гаити, причем на третий год это количество повышается до 10.000 тонн.
- d) Следующие 25.000 тонн предоставляются Чехословакии.
- e) Следующие 10.000 тонн предоставляются Венгрии.

8) I) При перераспределении согласно постановлениям статьи I9 (1) (I) и I9 (2) Советом применяется система приоритетов, указанная в пункте 7 настоящей статьи.

П) При распределении согласно постановлениям статей I8, I9 (1) (П) и 22 Сретом данная система приоритетов не будет применяться до тех пор, пока экспортирующим странам, перечисленным в пункте 1 настоящей статьи, не будут предоставлены экспортные контингенты, соответствующие общему размеру их основного экспортного тоннажа, подлежащие всем сокращениям, предусмотренным в статьях I2 и 2I (3), а после этого указанная система приоритетов будет применяться лишь постольку, поскольку ее применение еще не будет иметь места в соответствии с подпунктом (I) настоящего пункта.

Ш) Сокращения согласно постановлениям статьи 2I производятся пропорционально основному экспортному тоннажу вплоть до тех пор, пока действительные экспортные контингенты не окажутся равными сумме основного экспортного тоннажа и всех приоритетных контингентов, предоставленных в связи с повышением потребностей свободного рынка в данном году, после чего приоритетные контингенты вычитаются в обратном порядке, а после этого сокращения снова производятся пропорционально основному экспортному тоннажу.

Статья 15

Настоящее Соглашение не распространяется на торговлю сахаром между членами Бельгийско-Люксембургского экономического союза /включая Бельгийское Конго/, Францией и странами, которые Франция представляет в международных сношениях, Германской Федеративной Республикой и Нидерландским Королевством /включая Суринам/.

Эти страны обязуются так ограничить упомянутую в настоящей статье торговлю сахаром, чтобы она не превышала 175.000 тонн нетто в год.

Статья 16

1) Правительство Соединенного Королевства Великобритании и Северной Ирландии (действующее также от имени Британской Вост-Индии, Британской Гвианы, острова Маврикий и островов Фиджи), правительство Австралийского Союза и правительство Южно-Африканского Союза обязуются ограничить чистый экспорт сахара из экспортирующих территорий, на которые распространяется заключенное в 1951 году Соглашение Британского Содружества наций о сахаре, (за исключением местной торговли

сахаром между примыкающими друг к другу территориями или островами Британского содружества наций, размер которой устанавливается согласно существующему обычью), с тем чтобы он не превышал следующих размеров:

- I) в 1954 и 1955 календарных годах - 2.413.793 тонны (2.375.000 английских тонн) сахара в год, независимо от его товарной формы;
- II) в 1956 календарном году - 2.490.018 тонн (2.450.000 английских тонн) сахара, независимо от его товарной формы.

При условии соблюдения договорных обязательств, взятых на себя правительствами на основании заключенного в 1951 году Соглашения Британского содружества наций о сахаре, указанные выше предельные количества на 1954, 1955 и 1956 календарные годы не подлежат изменению, и постановления всех остальных статей настоящего Соглашения подлежат соответствующему толкованию.

2) Установление этих ограничений открывает возможность частичного распространения свободного рынка на сахарные рынки стран Британского содружества наций. Упомянутые выше правительства будут, однако, считать себя свободными от обязательства ограничивать таким образом экспорт сахара из стран Британского содружества наций, если правительство одной участвующей экспортирующей страны или правительства нескольких участвующих экспортирующих стран, или участвующих стран, для которых статей I4 (1) установлены основной экспортный тоннаж или основные экспортные тоннажи, заключат особое торговое соглашение с импортирующей сахар страной, входящей в Британское содружество наций, по которому данной экспортирующей стране гарантируется определенный контингент для продажи на рынке данной страны, входящей в Британское содружество наций.

3) Правительство Соединенного Королевства Великобритании и Северной Ирландии, совместно с правительством Австралийского Союза и правительством Южно-Африканского Союза, обязуется представлять Совету за шестьдесят дней до начала каждого контингентного года данные относительно общего размера ожидаемого экспорта нетто за этот год из экспортирующих сахар территорий, на которые распространяется Соглашение Британского содружества наций о сахаре, и немедленно уведомлять Совет о всяком изменении этих предположительных данных. Предоставление Совету Соединенным Королевством сведений, согласно

этому обязательству, рассматривается как полное выполнение в отношении этих территорий обязательств, налагаемых статьями 11 и 12.

4) Постановления пунктов 3 и 4 статьи I3 не применяются к экспортирующим территориям, на которые распространяется Соглашение Британского содружества наций о сахаре.

5) Ничто в настоящей статье не должно рассматриваться как препятствие для какой-либо из участвующих стран, экспортирующих на свободный рынок, экспортовать в любую страну Британского содружества наций или как препятствие для любой страны Британского содружества наций экспортить сахар на свободный рынок, при условии соблюдения установленных выше предельных количеств.

Статья I7.

Экспорт сахара в Соединенные Штаты Америки для потребления в пределах страны не считается экспортом на свободный рынок и не включается в экспортные контингенты, устанавливаемые настоящим Соглашением.

Статья I8.

1) Перед началом каждого контингентного года Совет распоряжается о составлении предположительных данных относительно требуемого на свободном рынке в течение данного года импорта-нетто сахара из экспортирующих стран, перечисленных в статье I4 (1). При составлении этих предположительных данных в числе прочих факторов учитывается также общее количество сахара, которое, по полученным Советом сведениям, может быть импортировано из неучаствующих в Соглашении стран, согласно статье 7 (4).

2) По меньшей мере за тридцать дней до начала каждого контингентного года Совет рассматривает предположительные данные относительно требуемого на свободном рынке импорта-нетто, составленные согласно пункту 1) настоящей статьи. Если Совет утверждает эти предположительные данные, он немедленно устанавливает для каждой из экспортирующих стран, перечисленных в статье I4 (1), начальный экспортный контингент для продажи на свободном рынке в данном году, распределяя предположительное количество сахара между экспортирующими странами пропорционально их основному экспортному тоннажу, при условии соблюдения постановлений статьи I4 B, а также применения санкций, предусмотренных в статье I2, и сокращений, возможных на основании статьи 21 (3).

3) Если среди членов Совета возникают разногласия относительно составленных согласно пункту 1 настоящей статьи предположительных данных о требуемом на свободном рынке импорте-нетто, то вопрос этот разрешается

путем специального голосования. Если в результате такого голосования предположительные данные утверждаются, то Совет определяет начальные экспортные контингенты в соответствии с пунктом 2 настоящей статьи; если же предположительные данные не утверждаются, то начальные экспортные контингенты на новый контингентный год устанавливаются путем распределения общего экспортного контингента, действующего в конце текущего контингентного года на той же основе и тем же порядком, которые предусмотрены пунктом 2 настоящей статьи.

4) Совет имеет право по решению, принятому путем специального голосования, отчислять в любом контингентном году до 20.000 тонн нетто сахара, предназначенного для импортных нужд цетто свободного рынка в качестве резерва, из которого он может предоставлять дополнительные экспортные контингенты в бесспорных случаях наличия особой нужды.

Статья I9

1) Совет распоряжается об изменении действующих экспортных контингентов участвующих стран, перечисленных в статье I4 (1), с соблюдением постановлений статьи I4B, следующим образом:

- I) В течение десяти дней после получения от правительства какой либо экспортirющей страны предусмотренного в статье II уведомления о том, что часть ее начального или действительного контингента не будет ею использована, - о соответствующем уменьшении действительного контингента этой страны и об увеличении действительных экспортных контингентов других экспортirующих стран путем распределения пропорционально их основному экспортному тоннажу того количества сахара, которое соответствует такой неиспользованной доле контингента. Секретарь Совета немедленно извещает об этом увеличении правительства экспортirующих стран, а эти правительства, в течение десяти дней после получения такого извещения, сообщают секретарю Совета, могут ли они использовать предоставленные им повышенные контингенты; по получении этого сообщения производится дальнейшее перераспределение соответственного количества сахара, и правительства заинтересованных экспортirующих стран немедленно уведомляются секретарем Совета об увеличении действительных экспортных контингентов их стран.

П) Время от времени — об учете изменения в предположительном количестве сахара, которое, по полученным Советом сведениям, будет импортировано из неучаствующих стран, согласно статье 7; предусматривается, однако, что перераспределение подлежат лишь количества сахара, достигающие 5.000 тонн. Перераспределение согласно настоящему подпункту производится на той же основе и тем же порядком, которые предусмотрены в пункте 1 (I) настоящей статьи.

2) Несмотря на постановления статьи II, Совет, установив по консультации с правительством любой участвующей экспортирующей страны, что эта страна не сможет использовать полностью или частично свой действительный экспортный контингент, может пропорционально увеличить экспортные контингенты других участвующих в Соглашении экспортирующих стран на той же основе и тем же порядком, которые предусмотрены в пункте 1 (I) настоящей статьи; при этом, однако, предусматривается, что подобная мера Совета не лишает соответствующую страну принадлежащего ей права использовать свой экспортный контингент, действовавший до принятия Советом данного решения.

ГЛАВА III. СТАБИЛИЗАЦИЯ ЦЕН

Статья 20.

1) Для целей настоящего Соглашения цена на сахар считается справедливой как для потребителя, так и для производителя, если она колеблется в пределах стабилизованных цен между минимумом в 3,25 цента и максимумом в 4,35 цента в валюте Соединенных Штатов за один фунт (16 унций) франко пароходная пристань в кубинском порту; ценой на сахар считается цена за наличный расчет, устанавливаемая нью-Йоркской биржей кофе и сахара на сахар, поименованный в контракте № 4, либо любая иная цена, устанавливаемая на основании пункта 2 настоящей статьи.

2) Если цена, о которой говорится в пункте 1 настоящей статьи, не может быть выяснена в течение должного срока, Совет пользуется иными критериями по своему усмотрению.

3) Минимальный и максимальный пределы стабилизованных цен, упоминаемые в пункте 1 настоящей статьи, могут быть изменены Советом посредством специального голосования.

Статья 21

1) I) В любой момент, когда Совет найдет цесообразным в силу создавшейся на рынке обстановки сократить действительные экспортные контингенты в целях предупреждения падения цены на сахар ниже минимальной цены, установленной на основании статьи 20, он может произвести нужное по его мнению сокращение экспортных контингентов пропорционально основному экспортному тоннажу, с соблюдением постановлений статьи I4 B.

II) Несмотря на постановления пункта I настоящей статьи, как только средняя ежедневная цена на сахар за наличный расчет, взятая в течение любого периода в пятнадцать последовательных торговых дней, окажется ниже минимальной цены, установленной на основании статьи 20, Совет произведет в течение десяти дней после окончания указанного пятнадцатидневного периода необходимое по его мнению сокращение действительных экспортных контингентов пропорционально основному экспортному тоннажу и с соблюдением положений статьи I4 B, причем предусматривается, что никаких дальнейших изменений действительных экспортных контингентов не будет производиться на основании настоящего подпункта в течение пятнадцати последовательных торговых дней со дня любого изменения действительных контингентов, согласно постановлениям настоящего подпункта и статьи 22.

III) Если в Совете не будет достигнуто соглашение в течение указанного десятидневного срока о размерах сокращения согласно пункту I (II) настоящей статьи, то действительные экспортные контингенты будут сокращаться каждый раз на 5 процентов основного экспортного тоннажа, с соблюдением постановлений статьи I4 B.

IV) Несмотря на постановления подпунктов I, II, III настоящего пункта, если действительный экспортный контингент любой страны окажется сокращенным на основании статьи I9 (1) (I), то такое сокращение будет считаться составной частью сокращений, произведенных в том же контингентом году согласно постановлениям вышеупомянутых подпунктов.

2) Секретарь Совета уведомляет правительства участвующих стран о каждом сокращении действительных экспортных контингентов, производимом на основании настоящей статьи.

3) Если какое-либо сокращение, предусмотренное в предыдущих пунктах настоящей статьи, не может быть полностью применено в отношении действительного экспортного контингента той или другой экспортующей страны потому, что к моменту введения сокращения данная страна успела вывезти, полностью или частично, подлежащее сокращению количество, то соответствующее количество вычитается из начального экспортного контингента данной страны в следующем контингентом году.

Статья 22

1) В любой момент, когда Совет найдет целесообразным в силу создавшейся на рынке обстановки увеличить действительные экспортные контингенты в целях предупреждения повышения цены на сахар выше максимальной цены, установленной на основании статьи 20, он может произвести нужное по его мнению увеличение экспортных контингентов пропорционально основному экспортному тоннажу, с соблюдением постановлений статьи I4 B.

2) I) Несмотря на постановления пункта 1 настоящей статьи, как только средняя ежедневная цена на сахар за наличный расчет, взятая в течение любого периода в пятнадцать последовательных торговых дней, окажется выше максимальной цены, установленной на основании статьи 20, Совет произведет в течение десяти дней после окончания указанного пятнадцатидневного периода необходимое по его мнению увеличение действительных экспортных контингентов пропорционально основному экспортному тоннажу, с соблюдением положений статьи I4 B, причем предусматривается, что никаких дальнейших изменений действительных экспортных контингентов не будет производиться на основании настоящего подпункта в течение пятнадцати последовательных торговых дней со дня любого изменения действительных контингентов согласно постановлениям настоящего подпункта и статьи 21.

II) Если в Совете не будет достигнуто соглашение в течение вышеуказанного десятидневного срока о размерах увеличения согласно подпункту I настоящего пункта, то действительные экспортные контингенты будут увеличиваться каждый раз на 7 1/2 процентов основного экспортного тоннажа, с соблюдением постановлений статьи I4 B.

3) Секретарь Совета уведомляет правительства участвующих стран о каждом увеличении действительных экспортных контингентов, производимом на основании настоящей статьи.

**ГЛАВА IX. ОБЩИЕ ОГРАНИЧЕНИЯ В ОТНОШЕНИИ
СОКРАЩЕНИЯ ЭКСПОРТНЫХ КОНТИНГЕНТОВ.**

Статья 23.

1) За исключением случаев применения санкций на основании статьи 12 и сокращений, осуществляемых на основании статьи 19 (1) (I), действительные экспортные контингенты участвующих экспортирующих стран, поименованных в статье I4 (1), не подлежат сокращению ниже 80 процентов их основного экспортного тоннажа, причем все другие постановления настоящего Соглашения подлежат соответствующему толкованию; при этом, однако, предусматривается, что действительный экспортный контингент любой участвующей экспортирующей страны, основной экспортный тоннаж которой согласно статье I4 (1) составляет меньше 50.000 тонн, не подлежит сокращению ниже 90 процентов ее основного экспортного тоннажа.

2) Сокращение контингентов на основании статьи 21 не может осуществляться в течение последних сорока пяти дней контингентного года.

ГЛАВА X. САХАРНЫЕ СМЕСИ.

Статья 24.

В любое время, когда Совет установит, что в результате существенного увеличения экспорта или потребления сахарных смесей эти продукты вытесняют сахар в такой мере, которая не допускает полной реализации целей настоящего Соглашения, указанные продукты, либо некоторые из них могут для целей настоящего Соглашения быть приравнены к сахару в отношении содержания в них сахара; при этом предусматривается, что Совет, в целях исчисления количеств сахара, зачисляемых в счет экспортных контингентов участвующих стран, будет исключать сахарный эквивалент всего того количества указанных продуктов, которое нормально экспортовалось из этих стран до вступления в силу настоящего Соглашения.

ГЛАВА XI. ВАЛЮТНЫЕ ЗАТРУДНЕНИЯ.

Статья 25

1) Если в течение срока действия настоящего Соглашения правительство участвующей импортирующей страны сочтет необходимым предупредить или остановить непосредственно угрожающее ей серьезное истощение валютных резервов или же принять меры к выправлению положения, то оно может обратиться в Совет с требованием изменения тех или других конкретных обязательств, возлагаемых настоящим Соглашением.

2) Совет подробно консультируется с Международным валютным фондом по вытекающим из указанного требованиям вопросам; он признает правильность всех устанавливаемых фондом статистических или других фактов, касающихся иностранных валют, валютных резервов и платежных балансов, а также принимает заключения фонда относительного того, наблюдается ли в данной стране или непосредственно угрожает таковой серьезное истощение валютных резервов. Если данная страна не является членом Международного валютного фонда и предлагает Совету не консультироваться с фондом, то соответствующие вопросы рассматриваются Советом без такой консультации.

3) В обоих случаях Совет обсуждает данный вопрос совместно с правительством импортирующей страны. Если Совет признает, что заявление вполне обосновано и что данная страна лишена возможности получать достаточное для удовлетворения спроса количество сахара в соответствии с положениями настоящего Соглашения, то он может изменить обязательства, лежащие на таком правительстве или же на правительстве любой экспортирующей страны на основании настоящего Соглашения таким образом и на такой срок, какие Совет найдет нужными для того, чтобы позволить данной импортирующей стране обеспечить себе, в соответствии с имеющимися в ее распоряжении ресурсами, более адекватное снабжение сахаром.

ГЛАВА ХII. ВОПРОСЫ, ИЗУЧАЕМЫЕ СОВЕТОМ

Статья 26

1) Совет рассматривает вопрос о способах и средствах обеспечения надлежащего расширения потребления сахара и делает соответствующие рекомендации правительствам участвующих стран, а также может предпринимать изучение некоторых вопросов, как-то:

- I) влияние а) налогообложения и ограничительных мероприятий и в) экономических, климатических и других условий на потребление сахара в различных странах;
- II) средства повышения потребления, в частности в странах с низким потреблением на душу населения;
- III) возможность составления программ рекламы на началах сотрудничества с аналогичными органами, заинтересованными в расширении потребления других пищевых продуктов;
- IV) успехи изысканий в области новых способов использования сахара, побочных продуктов сахара и сахаристых растений.

2) Совет кроме того уполномочивается предпринимать и обеспечивать другие исследования, в том числе изыскание различных способов специального воздействия сахарной промышленности, для получения подобных сведений и для формулировки предложений, которым Совет придает значение с точки зрения реализации основных целей, изложенных в статье I, или же с точки зрения разрешения связанной с этим товарной проблемы. Все подобные исследования должны охватывать по возможности широкий круг стран и касаться общих социально-экономических условий соответствующих стран.

3) Исследования, предпринимаемые на основании пунктов 1 и 2 настоящей статьи, должны проводиться на тех условиях, которые могут быть поставлены Советом, и в консультации с правительствами участвующих стран.

4) Заинтересованные правительства соглашаются уведомлять Совет о результатах рассмотрения ими рекомендаций и предложений, упоминаемых в настоящей статье.

ГЛАВА XIII. АДМИНИСТРАТИВНЫЕ ПОСТАНОВЛЕНИЯ.**Статья 27.**

1) Для выполнения настоящего Соглашения учреждается Международный Совет по сахару.

2) Каждое участвующее в Соглашении правительство является членом Совета с правом голоса. Оно имеет право быть представленным в Совете одним делегатом, которому оно может назначать заместителей. Представитель или его заместитель могут являться на заседания Совета в сопровождении тех советников, присутствие которых участвующее правительство считает необходимым.

3) Совет избирает своего председателя, не имеющего права голоса, на срок одного контингентного года, причем председатель вознаграждения не получает. Председатель избирается поочередно из состава делегаций участвующих в соглашении импортирующих и экспортирующих стран.

4) Совет избирает одного заместителя председателя на срок одного контингентного года, который не получает вознаграждения. Заместитель председателя избирается поочередно из состава делегаций участвующих в Соглашении экспортирующих и импортирующих стран.

5) После консультаций с Международным советом по сахару, учрежденным на основании Международного соглашения о регулировании производства и сбыта сахара, подписанного 6 мая 1937 г. в Лондоне, Совет уполномочивается принять архивы, активы и обязательства этого органа.

6) На территории каждого участвующего в Соглашении государства и в соответствии с его законодательством Совет пользуется такой правоспособностью, которая необходима для осуществления его функций, предусмотренных настоящим Соглашением.

Статья 28

1) Совет устанавливает правила процедуры, которые должны соответствовать условиям настоящего Соглашения. Совет ведет документацию, которая необходима для выполнения его функций в соответствии с настоящим Соглашением, а также любую другую документацию, которую он сочтет необходимой. В случае если принятые правила процедуры не соответствуют условиям настоящего Соглашения, преимущественную силу имеют последние.

2) Совет опубликовывает не менее одного доклада в год о своей деятельности и о действии настоящего Соглашения.

3) Совет изучает, составляет и опубликовывает доклады, исследования, анализы, таблицы и другие данные, которые могут, по его мнению, оказаться желательными и полезными.

4) Участвующие в настоящем Соглашении правительства обязуются предоставлять в распоряжение Совета или исполнительного комитета любые сведения и статистические данные, необходимые для выполнения этими органами функций, возложенных на них настоящим Соглашением.

5) Совет может учреждать признаваемые им целесообразными постоянные или временные комитеты, имеющие целью оказывать ему содействие в выполнении возложенных на него настоящим Соглашением функций.

6) Совет, путем специального голосования, может передать учрежденному в соответствии со статьей 37 Исполнительному комитету осуществление любых своих полномочий и функций, кроме тех, для осуществления которых по настоящему Соглашению требуется решение, принятое специальным голосованием. Совет может в любое время аннулировать такое решение большинством поданных голосов.

7) Совет может осуществлять любые другие функции, которые необходимы для выполнения постановлений настоящего Соглашения.

Статья 29

Совет назначает Исполнительного директора, который является старшим должностным лицом, получающим вознаграждение за полное рабочее время, секретаря и сотрудников, необходимых для работы Совета и его комитетов. Условием службы этих должностных лиц, равно как и других сотрудников, является отсутствие у них каких-либо финансовых интересов в сахарной промышленности или торговле сахаром, или, если такие интересы имеются, то отказ от них, а также обязательство не испрашивать или не получать от какого бы то ни было правительства или от каких бы то ни было иных органов, кроме Совета, инструкций относительно выполнения возложенных на них настоящим Соглашением обязанностей.

Статья 30

1) Совет определяет свое постоянное местопребывание. Сессии Совета созываются в месте его постоянного пребывания, если Совет не постановляет созвать какое-либо заседание в другом месте.

2) Совет собирается по меньшей мере один раз в год. Совет может быть созван в любое иное время своим председателем.

3) Председатель созывает сессию Совета по требованию:

- I) пяти участвующих в Соглашении правительств; или
- II) любого участвующего в Соглашении правительства или правительства, располагающих не менее чем 10 процентами общего числа голосов; или
- III) Исполнительного комитета.

Статья 31

Для образования кворума на любом заседании Совета требуется присутствие делегатов, располагающих 75 процентами общего числа голосов участвующих в Соглашении правительств. При отсутствии этого кворума в день, назначенный для заседания Совета, сзванного в соответствии со статьей 30, заседание созывается снова через семь дней, причем для образования кворума необходимо тогда присутствие делегатов, располагающих 50 процентами общего числа голосов участвующих в Соглашении правительств.

Статья 32

Совет может принимать решения, не собираясь на заседания, путем корреспонденции между председателем и правительствами-участниками Соглашения при условии, что против такого порядка не возражает ни одно из участвующих в Соглашении правительства. Всякое принятное в таком порядке решение сообщается в кратчайший срок всем правительствам-участникам Соглашения и заносится в протоколы следующего заседания Совета.

Статья 33

Голоса, которыми располагают в Совете соответствующие делегации импортирующих стран, распределяются следующим образом:

Австрия	20
Германская Федеральная Республика	60
Греция	25
Израиль	20
Иордания	15
Испания	20
Канада	80
Ливан	20
Норвегия	30
Португалия	30
Саудовская Аравия	15
Соединенное Королевство	245
Соединенные Штаты Америки	245
Цейлон	30
Швейцария	45
Япония	100
<hr/>	
Всего	1.000
<hr/>	

Статья 34

Голоса, которыми располагают в Совете соответствующие делегации экспортirующих стран, распределяются следующим образом:

Австралия	45
Бельгия	20
Бразилия	50
Венгрия	20
Гаити	20

Дания	20
Доминиканская Республика..	65
Индия	30
Индонезия..	40
Китай	65
Куба	245
Мексика	25
Нидерланды	20
Никарагуа	15
Перу	40
Польша	40
СССР	100
Филиппины	25
Франция (и страны, которые она представляет в международных сношениях)	35
Чехословакия	45
Югославия	15
Южно-Африканский Союз	20
<hr/>	
Всего ..	1.000
<hr/>	

Статья 35

Совет перераспределяет голоса в пределах каждой группы (импортирующих стран и экспортирующих стран) при любом изменении количества участвующих в настоящем Соглашении государств или при лишении одного из них права голоса или при восстановлении такого права в соответствии с каким-либо постановлением настоящего Соглашения. При пересмотре распределения голосов принимается во внимание: для импортирующих стран -- средний размер импорта за два предыдущих года; для экспортирующих стран -- от 40 до 60 процентов среднего об'ема продукции за два предыдущих года и установленного для них основного экспортного тоннажа, при условии, что ни одно государство не будет иметь менее 15 и более 245 голосов и что исключаются дробные голоса.

Статья 36 [1]

1) За исключением случаев, когда в настоящем Соглашении конкретно предусматривается иное, решения Совета принимаются большинством поданных голосов экспортирующих стран и большинством поданных голосов импортирующих стран, при условии, что большинство поданных голосов импортирующих стран будет составлять не менее одной трети числа голосов присутствующих и участвующих в голосовании импортирующих стран.

2) Когда требуется специальное голосование, решения Совета принимаются не менее чем двумя третьими поданных голосов, в состав которых входит большинство поданных голосов экспортирующих и большинство поданных голосов импортирующих стран, при условии, что большинство поданных голосов импортирующих стран будет составлять не менее одной трети числа поданных голосов присутствующих и участвующих в голосовании импортирующих стран.

3) Не нарушая постановлений пунктов I и 2 настоящей статьи, на любой сессии Совета, созываемой в соответствии со статьей 30(3) I или статьей 30 (3) П для рассмотрения любого вопроса, относящегося к статьям 21 и 22, решения Совета о мерах, принятых Исполнительным комитетом в соответствии с вышеуказанными статьями, принимаются простым большинством голосов присутствующих и участвующих в голосовании стран-участников Соглашения.

4) Правительство любой участвующей в Соглашении экспортирующей страны может уполномочить имеющего право голоса делегата другой экспортирующей страны, а правительство любой импортирующей страны может уполномочить любого имеющего право голоса делегата другой импортирующей страны представлять свои интересы и передать ему свои голоса на одном или нескольких заседаниях Совета. Удовлетворяющие Совет доказательства такой передачи полномочий должны быть представлены Совету.

5) Каждое участвующее в Соглашении правительство признает для себя обязательными все решения Совета, принятые в соответствии с постановлениями настоящего Соглашения.

Статья 37

1) Совет учреждает Исполнительный комитет, в состав которого входят: представители правительства пяти участвующих в настоящем Соглашении экспортирующих стран,

¹ By a circular note dated Feb. 15, 1954, the British Foreign Office stated that, according to the Soviet Delegate to the International Sugar Council, paragraphs 1) and 2) of Article 36 should read as follows:

1/ За исключением случаев, когда в настоящем Соглашении конкретно предусматривается иное, решения Совета принимаются большинством поданных голосов экспортирующих стран и большинством поданных голосов импортирующих стран, при условии, что это большинство будет составляться из голосов, поданных не менее чем одной третьей числа присутствующих и участвующих в голосовании импортирующих стран.

2/ Когда требуется специальное голосование, решения Совета принимаются не менее чем двумя третьими поданных голосов, в состав которых входит большинство поданных голосов экспортирующих и большинство поданных голосов импортирующих стран, при условии, что это большинство будет составляться из голосов, поданных не менее чем одной третьей числа присутствующих и участвующих в голосовании импортирующих стран.

избираемых на один контингентный год большинством голосов, принадлежащих экспортирующим странам, и представители правительств пяти участвующих в настоящем Соглашении импортирующих стран, избираемых на один контингентный год большинством голосов, принадлежащих импортирующим странам.

2) Исполнительный комитет осуществляет полномочия, предоставленные ему Советом, и выполняет возложенные на него Советом функции.

3) Исполнительный директор Совета является по должности председателем Исполнительного комитета, но без права голоса. Комитет может избрать заместителя председателя и устанавливает собственные правила процедуры, подлежащие утверждению Советом.

4) Каждый член Комитета имеет один голос. Исполнительный комитет принимает решения большинством поданных голосов экспортирующих стран и большинством поданных голосов импортирующих стран.

5) Любое решение Исполнительного комитета может быть обжаловано в Совет участвующим в Соглашении правительством, при соблюдении тех условий, которые могут быть установлены Советом. Если решение Совета расходится с решением Исполнительного комитета, последнее подлежит изменению с момента вынесения Советом своего решения.

ГЛАВА XIV. ФИНАНСОВЫЕ ВОПРОСЫ.

Статья 38

1) Расходы делегаций, входящих в состав Совета, и членов Исполнительного комитета покрываются соответствующими правительствами. Чарочные расходы в связи с проведением в жизнь настоящего Соглашения, включая выплачиваемые Советом вознаграждения, покрываются за счет годовых взносов правительств-участников Соглашения. Взносы каждого правительства-участника Соглашения за каждый контингентный год пропорциональны числу голосов, которыми это государство располагает в момент утверждения бюджета на соответствующий контингентный год.

2) На своей первой сессии Совет утверждает бюджет на первый контингентный год и устанавливает размеры взносов всех правительств-участников Соглашения.

3) Каждый контингентный год Совет утверждает свой бюджет на следующий контингентный год и устанавливает размеры взносов всех правительств-участников Соглашения на следующий контингентный год.

4) Первоначальный взнос любого участвующего правительства, присоединяющегося к настоящему Соглашению в соответствии со статьей 41, устанавливается Советом на основании числа голосов, которыми это государство будет располагать, и срока, оставшегося до истечения текущего контингентного года, причем взносы, установленные для других участвующих правительств на текущий контингентный год, остаются без изменения.

5) Взносы подлежат выплате в начале контингентного года, на который эти взносы определены, и в валюте страны местопребывания Совета. Любое участвующее правительство, не сделавшее своего взноса к концу контингентного года, на который этот взнос установлен, теряет право голоса до уплаты им взноса, но не лишается каких-либо иных своих прав и не освобождается от выполнения своих обязательств по настоящему Соглашению, если только Совет не постановит обратного путем специального голосования.

6) В пределах, совместимых с законодательством страны местопребывания Совета, правительство данной страны освобождается от налогов денежные средства Совета, а также вознаграждения, выплачиваемые Советом своим служащим.

7) Каждый контингентный год Совет опубликовывает проверенную бухгалтерскую ведомость поступлений и расходов за истекший контингентный год.

8) Перед прекращением своей деятельности Совет принимает надлежащие меры для ликвидации своих обязательств и для передачи своих дел и актива по истечении срока действия настоящего Соглашения.

ГЛАВА XУ. СОТРУДНИЧЕСТВО С ДРУГИМИ ОРГАНИЗАЦИЯМИ.

Статья 39

1) При выполнении функций, возложенных на него настоящим Соглашением, Совет может принимать меры к проведению консультаций и установлению сотрудничества

с соответствующими организациями и учреждениями, а также может принимать такие меры, которые он сочтет нужными для участия их представителей в заседаниях Совета.

2) Если Совет сочтет, что существование какого-либо постановления настоящего Соглашения не соответствует условиям межправительственных товарных соглашений, устанавливаемым Организацией Объединенных Наций непосредственно или через посредство соответствующих органов и специализированных учреждений, то такое несоответствие считается обстоятельством, препятствующим выполнению настоящего Соглашения, и в таком случае применяется порядок, предусмотренный в статье 43.

ГЛАВА XVI. СПОРЫ И ЖАЛОБЫ.

Статья 40

1) Любой спор относительно толкования или применения настоящего Соглашения, не разрешенный путем переговоров, передается, по просьбе правительства-участника Соглашения, являющегося стороной в споре, на разрешение Совета.

2) В любом случае, когда спор передается, в соответствии с пунктом 1 настоящей статьи, в Совет, большинство правительства-участников Соглашения, или правительства-участники соглашения, имеющие не менее одной трети общего числа голосов, могут потребовать, чтобы Совет, после всестороннего обсуждения, до вынесения своего решения запрашивал по спорным вопросам заключение консультативной группы, упоминаемой в пункте 3 настоящей статьи.

3) I) Если Совет не выносит единогласно иного решения, то консультативная группа состоит из:

- a) двух лиц, назначаемых экспортирующими странами, одно из которых имеет большой опыт в вопросах, аналогичных данному спорному вопросу, а другое имеет авторитет и опыт в области права;
- b) двух таких лиц, назначаемых импортирующими странами; и

с) председателя, единогласно избираемого четырьмя лицами, назначенными в соответствии с подпунктами а и в, или, если они не придут к соглашению, председателем Совета.

П) Граждане стран, правительство которых участвуют в Соглашении, могут входить в состав консультативной группы.

III) Представители, назначенные в консультативную группу, действуют от своего имени, не получая инструкций от какого-либо правительства.

IV) Расходы консультативной группы оплачиваются Советом.

4) Обоснованное заключение консультативной группы представляется Совету, который, по рассмотрении всей относящейся к данному вопросу информации, выносит свое решение по данному спору.

5) Любая жалоба о том, что какое-либо правительство-участник Соглашения не выполняет своих обязательств по настоящему Соглашению, передается, по просьбе правительства-участника Соглашения, представляющего жалобу, Совету, который выносит решение по данному вопросу.

6) Ни одно правительство-участник Соглашения не может быть признано нарушившим настоящее Соглашение, если за такое предложение не подано большинства голосов, принадлежащих экспортirующим странам и большинства голосов, принадлежащих импортirющим странам. Всякое заключение о нарушении настоящего Соглашения одним из правительств-участников Соглашения должно содержать указание на характер нарушения.

7) Если Совет устанавливает, что правительство-участник Соглашения нарушило настоящее Соглашение, то он может большинством голосов, принадлежащих экспортirющим странам, и большинством голосов, принадлежащих импортirющим странам, временно устраниТЬ данное правительство от осуществления им права голоса до выполнения им своих обязательств или исключить это правительство из числа участников настоящего Соглашения.

ГЛАВА XУП. ПОДПИСАНИЕ, ПРИНЯТИЕ, ВСТУПЛЕНИЕ
В СИЛУ И ПРИСОЕДИНЕНИЕ.

Статья 41.

1) Настоящее Соглашение будет с 15 сентября по 31 октября 1953 года открыто для подписания правительствами, которые были представлены делегатами на Конференции, выработавшей настоящее Соглашение.

2) Настоящее Соглашение подлежит ратификации или принятию подписавшими его правительствами в соответствии с конституционным порядком каждой страны. Ратификационные грамоты или акты о принятии сдаются на хранение правительству Соединенного Королевства Великобритании и Северной Ирландии.

3) Настоящее Соглашение открыто для присоединения к нему любого из правительств, указанных в пункте 1 настоящей статьи, причем присоединение осуществляется посредством сдачи на хранение акта о присоединении правительству Соединенного Королевства Великобритании и Северной Ирландии.

4) Совет может утвердить присоединение к настоящему Соглашению любого правительства, не указанного в пункте 1 настоящей статьи, если условия такого присоединения предварительно согласованы с Советом желающим присоединиться правительством.

5) Фактической датой участия того или иного правительства в настоящем Соглашении считается день сдачи на хранение правительству Соединенного Королевства Великобритании и Северной Ирландии ратификационной грамоты или актов о принятии или присоединении.

6) 1) Настоящее Соглашение вступит в силу 15 декабря 1953 года в отношении статей 1, 2, 18 и 27 по 46, включительно, и 1 января 1954 года в отношении статей 3 по 17 и 19 по 26, включительно, если к 15 декабря 1953 года ратификационные грамоты и акты о принятии или присоединении будут сданы на хранение правительствами, располагающими 60 процентами голосов импортирующих стран и 75 процентами голосов экспортirующих стран согласно распределению, установленному в статьях 33 и 34. При этом будут считаться равносильными ратификации, принятию или присоединению нотификации правительству Соединенного Королевства Великобритании

и Северной Ирландии со стороны правительства, которые не могут ратифицировать или принять настоящее Соглашение или присоединиться к нему до 15 декабря 1953 года, содержащие обязательство добиться ратификации, принятия или присоединения так скоро, как это допускает их конституционный порядок, в пределах четырехмесячного срока, считая с 15 декабря 1953 года. Однако, если за такой нотификацией к 1 мая 1954 года не последует сдача на хранение ратификационной грамоты или акта о принятии или присоединении, то заинтересованное правительство не будет больше рассматриваться как наблюдатель. Во всяком случае вытекающие из настоящего Соглашения обязательства правительства экспортirующих стран, ратифицировавших или принявших настоящее Соглашение или присоединившихся к нему до 1 мая 1954 года, будут считаться вступившими в силу для первого контингентного года 1 января 1954 года.

П) Если к концу упомянутого в подунките I четырехмесячного срока процент голосов импортирующих стран или экспортirующих стран, ратифицировавших или принявших настоящее Соглашение или присоединившихся к нему, будет меньше процента, предусмотренного в подунките I, то правительства, ратифицировавшие или принявшие настоящее Соглашение или присоединившиеся к нему, могут согласиться о вступлении его в силу в их взаимоотношениях.

III) Совет может определить условия, на основании которых правительства, не ратифицировавшие или не принявшие настоящего Соглашения или не присоединившиеся к нему до 15 декабря 1954 [¹] года, но заявившие о своем намерении добиться как можно скорее постановления о ратификации, принятия или присоединения, могут, если они того пожелают, принять участие в работе Совета в качестве наблюдателей без права голоса.

7) Правительство Соединенного Королевства Великобритании и Северной Ирландии будет уведомлять подпишавшие Соглашение правительства о каждом случае подписания, ратификации или принятия Соглашения или присоединения к нему, и ставить в известность все подпишавшие Соглашение правительства о всех оговорках или условиях, которыми будет сопровождаться такой акт.

¹ Should read "1953", according to a British Foreign Office circular note dated Feb. 23, 1954.

ГЛАВА ХIII. СРОК ДЕЙСТВИЯ, ИЗМЕНЕНИЕ, ПРИОСТАНОВЛЕНИЕ,
ВЫХОД, ОКОНЧАНИЕ СРОКА ДЕЙСТВИЯ.

Статья 42.

1) Настоящее Соглашение заключается сроком на пять лет, начиная с 1 января 1954 года. Соглашение не подлежит денонсации.

2) Без ущерба для статей 43 и 44, Совет на третьем году существования настоящего Соглашения рассматрит во всем об'еме вопрос функционирования Соглашения, особенно в отношении контингентов и цен, и примет во внимание любое изменение Соглашения, которое будет предложено в связи с этим рассмотрением любым участвующим правительством.

3) Не меньше чем за три месяца до последнего дня третьего контингентного года настоящего Соглашения Совет представит участвующим правительствам доклад о результатах рассмотрения вопроса, указанного в пункте 2 настоящей статьи.

4) Любое участвующее правительство может, не позднее чем через два месяца после получения указанного в пункте 3 настоящей статьи доклада Совета, выйти из состава участников настоящего Соглашения, уведомив о своем выходе правительство Соединенного Королевства Великобритании и Северной Ирландии. Такой выход вступит в силу в последний день третьего контингентного года.

5) 1) Если через два месяца, о которых говорится в пункте 4 настоящей статьи, какое-нибудь правительство, не вышедшее из состава участников настоящего Соглашения согласно указанному пункту, будет считать, что число правительств, вышедших из состава участников Соглашения согласно упомянутому пункту, или что значение указанных правительств для целей настоящего Соглашения являются такими, что нарушают функционирование настоящего Соглашения, то это правительство может в течение 30 дней, следующих за истечением указанного срока, просить Председателя Совета о созыве специального заседания Совета, на котором правительства, являющиеся участниками настоящего Соглашения, обсудят, хотят ли они и впредь оставаться участниками такового.

П) Всякое специальное заседание, созванное в осуществление просьбы, сделанной на основании подпункта I, должно состояться в течение одного месяца по получении председателем такой просьбы, и представленные на таком заседании правительства могут выйти из состава участников Соглашения, уведомив о своем выходе правительство Соединенного Королевства Великобритании и Северной Ирландии в течение 30 дней со дня указанного заседания. Всякое такое уведомление о выходе вступает в силу через тридцать дней со дня его получения названным правительством.

III) Правительства, не представленные на специальном заседании, состоявшемся согласно подпунктам I и П, не могут выйти из состава участников настоящего Соглашения на основании постановлений этих подпунктов.

Статья 43 [¹]

1) В случае возникновения обстоятельств, которые по мнению Совета неблагоприятно отражаются или угрожают неблагоприятно отразиться на функционировании настоящего Соглашения, Совет может, посредством специального голосования, рекомендовать участвующим правительствам внести изменение в настоящее Соглашение.

2) Совет устанавливает срок, в течение которого каждое участвующее правительство должно уведомить правительство Соединенного Королевства и Северной Ирландии, принимает ли оно изменение, рекомендованное на основании пункта 1 настоящего Соглашения.

3) Если в течение срока, установленного на основании пункта 2 настоящей статьи, все участвующие правительства принимают изменение, то оно вступает в силу немедленно по получении правительством Соединенного Королевства Великобритании и Северной Ирландии последнего уведомления о принятии.

4) Если в течение срока, установленного на основании пункта 2 настоящей статьи, какое-нибудь изменение не принимается правительствами экспортирующих стран, располагающими 75 процентами голосов экспортирующих стран, и правительствами импортирующих стран, располагающими 75 процентами голосов импортирующих стран, то это изменение не вступает в силу.

¹ By a circular note dated Feb. 15, 1954, the British Foreign Office stated that, according to the Soviet Delegate to the International Sugar Council, paragraph 2) of Article 43 should read as follows:

2/ Совет устанавливает срок, в течении которого каждое участвующее правительство должно уведомить правительство Соединенного Королевства Великобритании и Северной Ирландии, принимает ли оно изменение, рекомендованное на основании пункта I настоящей Статьи.

5) Если к концу срока, установленного на основании пункта 2 настоящей статьи, какое-нибудь изменение принимается правительствами экспортирующих стран, располагающими 75 процентами голосов экспортирующих стран, и правительствами импортирующих стран, располагающими 75 процентами голосов импортирующих стран, но не правительствами всех экспортирующих стран и правительствами всех импортирующих стран, то:

- I) это изменение вступает в силу для тех участвующих правительств, которые сообщили о принятии согласно пункту 2 настоящей статьи, с начала первого контингентного года, следующего за окончанием срока, установленного на основании указанного пункта;
- II) Совет должен немедленно определить, носит ли указанное изменение такой характер, что те участвующие правительства, которые его не принимают, временно устраняются от участия в настоящем Соглашении со дня вступления в силу этого изменения согласно подпункту I и соответственно уведомить все участвующие правительства. Если Совет устанавливает, что изменение носит такой характер, то участвующие правительства, не принявшие это изменение, должны уведомить Совет не позднее дня вступления указанного изменения в силу согласно подпункту I, продолжает ли оно быть для них неприемлемым, и те участвующие правительства, которые делают такое заявление, автоматически устраняются от участия в настоящем Соглашении. При этом, если какое-нибудь из таких участвующих правительств представит Совету убедительные доказательства, что оно было лишено возможности по причине не зависящих от него конституционных затруднений принять данное изменение ко времени вступления его в силу согласно подпункту I, то Совет может не устранять от участия это правительство, пока не будут преодолены затруднения и пока участвующее правительство не уведомит Совет о своем решении.
- 6) Совет устанавливает правила касательно восстановления участвующего правительства, устранившегося на основании пункта 5 II настоящей статьи, а также всякие другие правила, необходимые для выполнения постановлений настоящей статьи.

Статья 44

1) Если какое-либо участвующее правительство сочтет свои интересы серьезно нарушенными вследствие отказа любого подписавшего Соглашение правительства ратифицировать или принять таковое, или вследствие условий, или оговорок, сопровождающих любое подписание, ратификации или принятие, оно уведомляет об этом правительство Соединенного Королевства Великобритании и Северной Ирландии. Немедленно по получении такой нотификации правительство Соединенного Королевства Великобритании и Северной Ирландии должно поставить об этом в известность Совет, который должен рассмотреть этот вопрос либо на своем первом заседании, либо на любом последующем заседании, состоявшемся не позднее чем через один месяц после получения указанной нотификации. Если после рассмотрения Советом этого вопроса участвующее правительство все еще будет считать свои интересы серьезно нарушенными, оно может выйти из состава участников Соглашения, уведомив о своем выходе правительство Соединенного Королевства Великобритании и Северной Ирландии в течение тридцати дней после того, как Совет закончит рассмотрение данного вопроса.

2) Если какое-нибудь участвующее правительство докажет, что, несмотря на постановления настоящего Соглашения его применение привело к острому истощению запасов или что цены на свободном рынке не стабилизированы в пределах, предусмотренных в настоящем Соглашении, и если Совет не примет надлежащих мер к исправлению положения, то заинтересованное правительство может уведомить о своем выходе из состава участников Соглашения.

3) Если в течение срока действия настоящего Соглашения в результате действий неучаствующей в Соглашении страны или в результате несовместимых с настоящим соглашением действий со стороны любой участвующей страны произойдут такие неблагоприятные изменения в соотношении между спросом и предложением на свободном рынке, которые участвующие правительства будут считать серьезно нарушающими их интересы, то эти участвующие правительства могут представить свое дело на рассмотрение Совета. Если Совет признает доводы вполне обоснованными, то заинтересованное правительство может уведомить о своем выходе из состава участников Соглашения.

4) Если какое-нибудь участвующее правительство будет считать свои интересы серьезно нарушенными в результате предоставления основного экспортного тоннажа неучаствующей экспортirющей стране, желающей присоединиться к настоящему Соглашению на основании статьи 41 (4), то это правительство может представить свое дело на рассмотрение Совета, который должен вынести по нему решение. Если заинтересованное правительство будет считать, что, несмотря на вынесенное Советом решение, его интересам попрежнему наносится серьезный ущерб, то оно может уведомить о своем выходе из состава участников настоящего Соглашения.

5) По всем вопросам, представляемым на его рассмотрение согласно пунктам 2, 3 и 4 настоящей статьи, Совет принимает решение в тридцатидневный срок. Если Совет не делает этого в течение указанного времени, то правительство, представившее данный вопрос на рассмотрение Совета, может уведомить о своем выходе из состава участников Соглашения.

6) Всякое участвующее правительство, если оно оказывается вовлеченным в военные действия, может обратиться в Совет с просьбой о временном освобождении его от некоторых или от всех его обязательств по настоящему Соглашению. В случае отказа в удовлетворении такой просьбы, это правительство может уведомить о своем выходе из состава участников Соглашения.

7) Если какое-нибудь участвующее правительство ссылается на постановления статьи 16 (2), чтобы быть освобожденным от обязательств, возлагаемых указанной статьей, любое другое участвующее правительство может во всякое время в течение трех последующих месяцев уведомить о своем выходе, об'яснив Совету свои мотивы.

8) Помимо ситуаций, предусмотренных в предыдущих пунктах настоящего Соглашения, в тех случаях, когда участвующее правительство может доказать, что обстоятельства, от него не зависящие, препятствуют ему выполнять обязательства, возложенные на него настоящим Соглашением, оно может уведомить о своем выходе из состава участников настоящего Соглашения, при условии, что Совет признает этот выход обоснованным.

9) Если какое-нибудь участвующее правительство считает, что выход из состава участников настоящего Соглашения, нотифицированный в соответствии с постановлениями настоящей статьи любым другим участвующим

правительством либо в отношении своей территории метрополии либо в отношении всех или некоторых территорий вне метрополии, за международные отношения которых оно является ответственным, имеет такое значение, что этим нарушается функционирование настоящего Соглашения, то означенное правительство также может в любое время в течение последующих трех месяцев уведомить о своем выходе из состава участников настоящего Соглашения.

10) Уведомление о выходе на основании настоящей статьи делается правительством Соединенного Королевства Великобритании и Северной Ирландии и вступает в силу по истечении тридцати дней со дня его получения указанным правительством.

Статья 45

Правительство Соединенного Королевства Великобритании и Северной Ирландии незамедлительно уведомляет все подписавшие и присоединившиеся правительства о каждой нотификации и каждом уведомлении о выходе, полученных на основании статей 42, 43, 44 и 46.

ГЛАВА XIX. ТЕРРИТОРИАЛЬНОЕ ПРИМЕНЕНИЕ.

Статья 46

1) Всякое правительство может во время подписания, ратификаций и принятия настоящего Соглашения или присоединения к нему или в любое время впоследствии заявить посредством нотификации, сделанной правительством Соединенного Королевства Великобритании и Северной Ирландии, что Соглашение распространяется на все или некоторые из территорий вне метрополии, за международные отношения которых оно является ответственным, и со дня получения указанной нотификации Соглашение распространяется на все упомянутые в ней территории.

2) Всякое участвующее правительство может посредством уведомления о выходе, сделанного правительством Соединенного Королевства Великобритании и Северной Ирландии в соответствии с постановлениями о выходе, изложенными в статьях 42, 43 и 44, выйти из состава участников настоящего Соглашения в отношении либо всех либо некоторых территорий вне метрополии, за международные отношения которых оно является ответственным.

В УДОСТОВЕРЕНИЕ ЧЕГО, нижеподписавшиеся, будучи
должным образом на то уполномоченными своими правитель-
ствами, подписали настоящее Соглашение в дни, указанные
против их подписи.

Тексты настоящего Соглашения на английском,
испанском, китайском, русском и французском языках
считываются равно аутентичными, причем подлинники сдаются
на хранение правительству Соединенного Королевства
Великобритании и Северной Ирландии, которое пошлет
заверенные копии каждому подписавшему и присоединивше-
муся правительству.

**CONVENIO INTERNACIONAL DEL
AZUCAR**

Los Gobiernos que son partes en este Convenio han acordado lo siguiente:

Capítulo I.—Objetivos Generales

ARTÍCULO 1

Los objetivos de este Convenio son: asegurar suministros de azúcar a los países importadores y mercados para el azúcar a los países exportadores a precios equitativos y estables; aumentar el consumo de azúcar en todo el mundo y mantener el poder adquisitivo en los mercados mundiales de aquellos países o zonas cuyas economías dependan en gran medida de la producción o exportación de azúcar, a base de proporcionar ingresos adecuados a los productores y de hacer posible el mantenimiento de normas justas en las condiciones de trabajo y en los salarios.

Capítulo II.—Definiciones

ARTÍCULO 2

Para los fines del presente Convenio:

1. "Tonelada" significa una tonelada métrica de 1.000 kilogramos.
2. "Año-cuota" significa el año calendario, es decir, el período del 1º de enero al 31 de diciembre, ambas fechas inclusive.

3. "Azúcar" significa el azúcar en cualquiera de sus formas comerciales reconocidas, derivadas de la caña de azúcar o de la remolacha de azúcar, incluyendo melazas comestibles y melazas especiales (*fancy molasses*), siropes o jarabes y cualquier otra forma de azúcar líquido utilizada para el consumo humano, excepto las melazas finales y los tipos de calidad inferior de azúcar no centrifuga producidos por métodos primitivos.

Las cantidades de azúcar especificadas en este Convenio lo son en términos de valor crudo, peso neto, excluyendo el envase. El valor crudo de cualquier cantidad de azúcar, con excepción de lo dispuesto en el Artículo 16, significa su equivalente en términos de azúcar crudo de 96 grados de polarización.

4. "Importaciones netas" significa las importaciones totales de azúcar después de deducir las exportaciones totales de azúcar.

5. "Exportaciones netas" significa las exportaciones totales de azúcar (excluido el azúcar suministrado para el avituallamiento de barcos en puertos del país interesado) después de deducir las importaciones totales de azúcar.

6. "Mercado libre" significa el total de las importaciones netas del mercado mundial, con excepción de aquellas excluidas en virtud de cualquier disposición de este Convenio.

7. "Tonelaje básico de exportación" significa las cantidades de azúcar especificadas en el artículo 14 (1).

8. "Cuota inicial de exportación" significa la cantidad de azúcar asignada para cualquier año-cuota según el artículo 18 a cada país incluido en la lista del artículo 14 (1).

9. "Cuota de exportación vigente" significa la cuota inicial de exportación modificada por los ajustes que de tiempo en tiempo puedan hacérsele.

10. "Existencias de azúcar en reserva," para los propósitos del artículo 13, tiene una de las dos significaciones siguientes:

- (1) Todo el azúcar en el país respectivo, sea en las fábricas, refinerías, almacenes, o en tránsito interno para destinos dentro del país, pero-

- excluyendo el azúcar extranjero en depósito afianzado (*in bond*) (dentro de cuyo término se comprenderá también el azúcar en importación temporal (*en admission temporaire*)) y excluyendo el azúcar en las fábricas, refinerías y almacenes o en tránsito interno para destinos dentro del país, que esté exclusivamente destinado a la distribución para consumo interno y sobre el cual se hayan pagado todos los impuestos u otras cargas al consumo que existan en el país respectivo; o
- (2) Todo el azúcar en el país respectivo, sea en las fábricas, refinerías, almacenes o en tránsito interno para destinos dentro del país, pero excluyendo el azúcar extranjero en depósito afianzado (*in bond*) (dentro de cuyo término se comprenderá también el azúcar en importación temporal (*en admission temporaire*)) y excluyendo el azúcar en las fábricas, refinerías y almacenes o en tránsito interno para destinos dentro del país, que esté exclusivamente destinado a la distribución para consumo interno;

de acuerdo con la notificación enviada al Consejo por cada Gobierno Participante con arreglo al artículo 13.

11. "El Consejo" significa el Consejo Internacional del Azúcar establecido según el artículo 27.

12. "El Comité Ejecutivo" significa el Comité establecido según el artículo 37.

13. "País importador" significa uno de los países incluidos en la lista del artículo 33, o cualquier país que sea importador neto de azúcar, según lo requiera el contexto.

14. "País exportador" significa uno de los países incluidos en la lista del artículo 34, o cualquier país que sea exportador neto de azúcar, según lo requiera el contexto.

Capítulo III.—Obligaciones Generales de los Gobiernos Participantes

1. Subsidios

ARTÍCULO 3

1. Los Gobiernos Participantes reconocen que los subsidios al azúcar pueden operar en forma tal que dificulten al mantenimiento de precios estables y equitativos en el mercado libre y pongan así en peligro el buen funcionamiento de este Convenio.

2. Si cualquier Gobierno Participante otorga o mantiene cualquier subsidio, incluyendo cualquier forma de sostén del ingreso o de los precios, que tenga por efecto provocar directa o indirectamente el aumento de la exportación de azúcar desde su territorio o la reducción de la importación de azúcar a su territorio, deberá informar al Consejo por escrito, cada año-cuota, sobre la extensión y naturaleza del subsidio, el efecto previsto del mismo sobre la cantidad de azúcar importada a su territorio o exportada desde su territorio y las circunstancias que hacen necesario tal subsidio.

3. Cuando algún Gobierno Participante considere que en virtud de tales subsidios se causa o amenaza causar serio perjuicio a sus intereses conforme a este Convenio, el Gobierno Participante que otorgue el subsidio deberá, al ser requerido, discutir con el otro u otros Gobiernos Participantes afectados, o con el Consejo, la posibilidad de limitar dicho subsidio. En cualquier caso en que el asunto sea sometido al Consejo, éste podrá examinarlo con los Gobiernos interesados y formular las recomendaciones que considere apropiadas.

2. Programas de ajuste económico**ARTÍCULO 4**

Cada Gobierno Participante conviene en adoptar las medidas que considere adecuadas para cumplir sus obligaciones de acuerdo con este Convenio con miras al logro de los objetivos generales establecidos en el artículo 1, y que aseguren durante la vigencia de este Convenio el mayor progreso posible hacia la solución del problema de producto básico de que se trata.

3. Promoción del aumento del consumo de azúcar**ARTÍCULO 5**

Con objeto de poner el azúcar más fácilmente al alcance de los consumidores, cada Gobierno Participante conviene en tomar las medidas que considere apropiadas para reducir las cargas excesivas sobre el azúcar, incluyendo aquellas que resulten de

- (i) controles privados o públicos, incluyendo el monopolio;
- (ii) políticas fiscales e impositivas.

4. Mantenimiento de condiciones equitativas de trabajo**ARTÍCULO 6**

Los Gobiernos Participantes declaran que, con el fin de evitar la depresión en los niveles de vida y la introducción de condiciones de competencia desleal en el comercio mundial, procurarán mantener condiciones justas de trabajo en la industria azucarera.

Capítulo IV.—Obligaciones Especiales de los Gobiernos de Países Participantes que importan Azúcar**ARTÍCULO 7**

1.—(i) El Gobierno de cada país participante importador de azúcar y el Gobierno de cada país participante exportador de azúcar que importe azúcar para reexportación, se compromete, con el objeto de impedir que los países no participantes consigan ventajas a expensas de los países participantes, a no permitir que se importe de países no participantes, considerados en conjunto, durante cualquier año-cuota, una cantidad total mayor de azúcar que la que fué importada procedente de esos países, considerados en conjunto, durante cualquiera de los tres años calendarios que precedieron al año en el cual el Convenio entró en vigor, es decir 1951, 1952, 1953; entendiéndose que dicha cantidad total no incluirá las importaciones adquiridas de países no participantes por un país participante, cuando tal país no haya podido abastecerse de países participantes a precios que no excedan el máximo establecido en el artículo 20, y así lo haya notificado al Consejo.

(ii) Los años a que se refiere el inciso (i) de este párrafo podrán ser variados por determinación del Consejo a petición de cualquier Gobierno Participante que considere que existen razones especiales para tal variación.

2.—(i) Si cualquier Gobierno Participante considera que la obligación que ha contraído de acuerdo con el párrafo 1 de este artículo opera de tal manera que el comercio de su país de reexportación de azúcar refinado o de productos que contengan azúcar está, como consecuencia, sufriendo efectos adversos, o está en peligro inminente de sufrirlos, dicho Gobierno podrá pedir al

Consejo que tome medidas para salvaguardar dicho comercio y el Consejo considerará inmediatamente tal solicitud y tomará las medidas que considere necesarias, las cuales podrán incluir la modificación de la obligación antedicha. Si el Consejo deja de atender una solicitud que le haya sido hecha conforme a este inciso dentro de los 15 días de recibida, el Gobierno que presentó la solicitud quedará relevado de la obligación contraída en virtud del párrafo 1 de este artículo, en la medida en que sea necesario para salvaguardar dicho comercio.

(ii) Si en una transacción específica, en el curso normal del comercio, la demora ocasionada por el procedimiento establecido en el inciso (i) de este párrafo pudiera causar daño al comercio de reexportación de azúcar de un país, el Gobierno respectivo será relevado de la obligación contraída en el párrafo 1 de este artículo, respecto de dicha transacción específica.

3.—(i) Si un Gobierno Participante considera que no puede cumplir la obligación contraída en el párrafo 1 de este artículo, conviene en suministrar al Consejo todos los datos pertinentes y en informar al Consejo sobre las medidas que se propone adoptar y el Consejo examinará el asunto dentro de un plazo de 15 días y podrá modificar, respecto de dicho Gobierno, la obligación establecida en el párrafo 1.

(ii) Si el Gobierno de cualquier país exportador participante considera que los intereses de su país están siendo perjudicados como resultado de la aplicación del párrafo 1 de este artículo, podrá suministrar al Consejo todos los datos pertinentes e informar al Consejo sobre las medidas que desea que adopte el Gobierno del otro país participante interesado, y el Consejo podrá, de acuerdo con este último Gobierno, modificar la obligación establecida en el párrafo 1.

4. El Gobierno de cada país participante que importa azúcar conviene en que, tan pronto como sea posible después de su ratificación o aceptación del Convenio, o de su adhesión al mismo, notificará al Consejo las cantidades máximas que podrán ser importadas de países no participantes conforme al párrafo 1 de este artículo.

5. Afin de poner al Consejo en condiciones de hacer las redistribuciones previstas en el artículo 19 1. (ii), el Gobierno de cada país participante que importa azúcar conviene en notificar al Consejo, dentro de un período fijado por el Consejo que no excederá de ocho meses a partir del principio del año-cuota, la cantidad de azúcar que espera importar de países no participantes durante ese año-cuota; en la inteligencia de que el Consejo podrá modificar el período antes mencionado en el caso de cualquiera de dichos países.

Capítulo V.—Obligaciones Especiales de los Gobiernos de los Paises Exportadores Participantes

ARTÍCULO 8

1. El Gobierno de cada país exportador participante conviene en que las exportaciones de su país al mercado libre serán reguladas de tal manera que las exportaciones netas a ese mercado no excedan de las cantidades que tal país puede exportar cada año de acuerdo con las cuotas de exportación establecidas para el mismo de conformidad a las disposiciones de este Convenio.

2. El Gobierno de cada país exportador participante con un tonelaje básico de exportación superior a 75.000 toneladas conviene en no permitir la exportación, durante los primeros ocho meses de cada año-cuota, de más de un 80% de su cuota inicial de exportación, en la inteligencia de que el Consejo podrá aumentar este porcentaje si considera que tal aumento está justificado por las condiciones del mercado.

ARTÍCULO 9

El Gobierno de cada país exportador participante conviene en que tomará todas las medidas posibles para asegurar que la demanda de los países participantes que importan azúcar sea satisfecha en todo momento. Con este fin, si el Consejo determinara que el estado de la demanda es tal que, a pesar de las disposiciones de este Convenio, los países participantes que importan azúcar se ven amenazados con dificultades para hacer frente a sus necesidades, recomendará a los países exportadores medidas concebidas para dar una prioridad efectiva a aquellas necesidades. El Gobierno de cada país exportador participante conviene en que, en igualdad de condiciones de venta, dará prioridad en el abastecimiento de azúcar disponible, de acuerdo con las recomendaciones del Consejo, a los países participantes que importan azúcar.

ARTÍCULO 10

El Gobierno de cada país exportador participante conviene en ajustar la producción de azúcar de su país durante la vigencia de este Convenio, y hasta donde sea posible en cada año-cuota (mediante la regulación de la manufactura de azúcar o, cuando esto no sea posible, mediante la regulación del área de cultivo o de las siembras) de modo que su producción de azúcar no exceda de la cantidad necesaria para satisfacer el consumo interno, las exportaciones permitidas conforme a este Convenio y las reservas máximas especificadas en el artículo 13.

ARTÍCULO 11

El Gobierno de cada país exportador participante conviene en notificar al Consejo, tan pronto como sea posible, la parte de la cuota inicial de exportación y de la cuota de exportación vigente de su país que, de acuerdo a sus previsiones, no será utilizada y al recibo de tal notificación el Consejo actuará de acuerdo con el Artículo 19 (1) (i).

ARTÍCULO 12

Si el Gobierno de un país exportador participante no comunica al Consejo dentro de un plazo que para el período de vigencia del Convenio será fijado por el Consejo de común acuerdo con dicho país pero que en ningún caso excederá de ocho meses a partir de la fecha en que fueron asignadas las cuotas iniciales de exportación, qué parte de la cuota inicial de exportación de su país considera que no será utilizada, la cuota inicial de exportación de dicho país para el siguiente año-cuota será reducida en una cantidad igual a la diferencia entre las exportaciones reales y la cuota inicial de exportación o entre las exportaciones reales y la última cuota de exportación vigente, cualquiera que sea la menor. El Consejo podrá decidir no imponer esta sanción si adquiere el convencimiento de que un Gobierno dejó de hacer la notificación porque las exportaciones que su país intentaba realizar se vieron reducidas por razones de fuerza mayor o por otras circunstancias independientes de su voluntad ocurridas después de la fecha establecida para la notificación conforme a este artículo.

Capítulo VI.—Existencias de Azúcar en Reserva**ARTÍCULO 13**

1. Los Gobiernos de los países exportadores participantes se comprometen a regular la producción en sus países de tal manera que las existencias de

azúcar en reserva en sus respectivos países no excedan para cada país, en una determinada fecha de cada año inmediatamente anterior al comienzo de la nueva zafra—fecha que ha de ser convenida con el Consejo—de una cantidad igual al 20% de su producción anual.

2. El Consejo podrá sin embargo, si considera que tal acción está justificada por circunstancias especiales, autorizar el mantenimiento de existencias de azúcar en reserva en cualquier país en exceso del 20% de su producción.

3. El Gobierno de cada país participante mencionado en el artículo 14 1. conviene en que :

- (i) existencias de azúcar en reserva equivalentes a una cantidad no menor del 10% del tonelaje básico de exportación de su país se encontrarán almacenadas en el mismo en una determinada fecha de cada año inmediatamente anterior al comienzo de la nueva zafra—fecha que ha de ser convenida con el Consejo—a menos que sequía, inundación u otras circunstancias adversas le impidan acumular tales existencias de azúcar en reserva; y
- (ii) tales existencias de azúcar en reserva han de ser apartadas para satisfacer aumentos en la demanda del mercado libre y no serán usadas para otros fines sin el consentimiento del Consejo, debiendo estar disponibles inmediatamente para ser exportadas a dicho mercado cuando así lo requiera el Consejo.

4. El Consejo podrá aumentar hasta un 15% la cantidad de las existencias de azúcar en reserva mínimas que deberán mantenerse conforme al párrafo 3 de este artículo.

5. El Gobierno de cada país participante en el cual se mantengan existencias de azúcar en reserva de conformidad con las disposiciones del párrafo 3, según se encuentren modificadas por las disposiciones del párrafo 4 de este artículo, conviene en que, a menos que sea autorizado en contrario por el Consejo, las existencias de azúcar en reserva almacenadas conforme a estas disposiciones, no serán utilizadas, ni para satisfacer las prioridades establecidas en el artículo 14 B, ni para hacer frente a aumentos en las cuotas de exportación vigentes hechos de conformidad con el artículo 22, mientras tales cuotas sean inferiores al tonelaje básico de exportación de su país, a menos que las existencias de azúcar en reserva así utilizadas puedan ser reemplazadas antes del comienzo de la zafra de su país en el siguiente año-cuota.

6. Para los fines de este Convenio, la Cuota Estabilizadora de Cuba, no será considerada como parte de las existencias de azúcar en reserva disponibles para el mercado libre, ni será incluida en el cómputo de las existencias de azúcar en reserva establecidas en el párrafo 1 de este artículo. El Gobierno cubano, sin embargo, conviene en considerar la posibilidad de poner tal Cuota Estabilizadora a disposición del mercado libre a petición del Consejo, si el Consejo considera que las condiciones del mercado hacen aconsejable tal acción.

7. El Gobierno de cada país exportador participante conviene en que, hasta donde sea posible, no permitirá que se disponga de las existencias de azúcar en reserva almacenadas conforme a este artículo, después de retirarse de este Convenio o de expirar el mismo, en forma que ocasione una perturbación indebida en el mercado libre del azúcar.

8. A más tardar tres meses después de la fecha de la firma de este Convenio, el Gobierno de cada país participante informará al Consejo cuál de las dos definiciones de "existencias de azúcar en reserva" incluidas en el artículo 2 acepta como aplicable a su país.

Capítulo VII.—Regulación de las Exportaciones**ARTÍCULO 14****A.—Tonelajes básicos de exportación**

1. Para cada uno de los años-cuota durante la vigencia de este Convenio, los países o zonas mencionados a continuación tendrán los siguientes tonelajes básicos de exportación para el mercado libre:

	(En miles de toneladas)
Bélgica (incluido el Congo Belga) 50	
Brasil 175	
China (Taiwán) 600	
Colombia 5	
Cuba 2,250	
Checoeslovaquia 275	
Dinamarca 70	
República Dominicana 600	
Francia (y los países que Francia representa internacionalmente) 20	
Alemania Oriental 150	
Haití 45	
Hungría 40	
Indonesia 250	
México 75	
Países Bajos (incluido Surinam) 40*	
Perú 280	
Filipinas 25	
Polonia 220	
U.R.S.S. 200	
Yugoslavia 20	

* El Reino de los Países Bajos se compromete a no exportar durante los años 1954, 1955 y 1956, considerados globalmente, una cantidad de azúcar superior a la que importe durante el mismo período.

2. Las cuotas de exportación de la República de Checoeslovaquia y de la República Popular de Polonia no incluirán sus exportaciones de azúcar a la U.R.S.S., y tales exportaciones estarán fuera de este Convenio. La cuota de exportación de la U.R.S.S. se calculará, por lo tanto, sin tener en cuenta las importaciones de azúcar procedentes de los países antes mencionados.

3. El presente Convenio no se aplicará a los movimientos de azúcar entre Francia y los países a los que Francia representa internacionalmente y los Estados Asociados de Camboja, Laos y Vietnam.

4. Costa Rica, Ecuador y Nicaragua, a los cuales no se les ha asignado tonelajes básicos de exportación conforme a este artículo, podrán exportar al mercado libre hasta 5.000 toneladas de azúcar valor crudo cada uno por año.

5. Este Convenio no ignora, ni tiene el propósito de frustrar las aspiraciones de Indonesia, como Estado Soberano, a rehabilitarse en su posición histórica como país exportador de azúcar, hasta donde sea factible dentro de las posibilidades del mercado libre.

6. India será considerada como país exportador, pero no ha pedido que se le asigne una cuota de exportación.

B.—Prioridades sobre déficits y sobre aumentos de las necesidades del mercado libre

7. En la determinación de las cuotas de exportación vigentes se aplicarán las siguientes prioridades de acuerdo con las disposiciones del párrafo 8 de este artículo:

- (a) Las primeras 50.000 toneladas serán asignadas a Cuba.
- (b) Las siguientes 15.000 toneladas serán asignadas a Polonia.
- (c) Las siguientes 5.000 toneladas serán asignadas a Haití, durante el primero y el segundo año, aumentándose esta cifra a 10.000 toneladas en el tercer año.
- (d) Las siguientes 25.000 toneladas serán asignadas a Checoslovaquia.
- (e) Las siguientes 10.000 toneladas serán asignadas a Hungría.

8.—(i) En las redistribuciones resultantes de las disposiciones de los artículos 19 1. (i) y 19 2., el Consejo pondrá en efecto las prioridades mencionadas en el párrafo 7 de este artículo.

(ii) En las distribuciones resultantes de lo dispuesto en los artículos 18, 19 1. (ii) y 22, el Consejo no pondrá en efecto dichas prioridades hasta que a los países exportadores mencionados en el párrafo 1 de este artículo se les hayan ofrecido cuotas de exportación iguales al total de sus tonelajes básicos de exportación sujetos a cualesquiera reducciones efectuadas de acuerdo con los artículos 12 y 21 3. y a partir de entonces sólo dará efecto a tales prioridades en la medida en que las mismas no hayan sido puestas en efecto de acuerdo con el inciso (i) de este párrafo.

(iii) Las reducciones que resulten de la aplicación de las disposiciones del artículo 21 serán distribuidas en proporción a los tonelajes básicos de exportación hasta que las cuotas de exportación en vigencia hayan sido reducidas al total de los tonelajes básicos de exportación más el total de las prioridades asignadas a causa de aumentos en las necesidades del mercado libre para ese año, después de lo cual las prioridades será reducidas en orden inverso, y de allí en adelante, las reducciones se aplicarán de nuevo en proporción a los tonelajes básicos de exportación.

ARTÍCULO 15

Este Convenio no se aplicará a los movimientos de azúcar entre la Unión Económica Belgo-Luxemburguesa (incluyendo el Congo Belga), Francia y los países a los cuales Francia representa internacionalmente, la República Federal Alemana y el Reino de los Países Bajos (incluyendo Surinam).

Estos países se comprometen a restringir el intercambio a que se refiere este artículo a una cantidad neta de 175.000 toneladas de azúcar por año.

ARTÍCULO 16

1. El Gobierno del Reino Unido de la Gran Bretaña e Irlanda del Norte (en representación de las Antillas Británicas y la Guayana Británica, Mauricio y Fidji), el Gobierno de Australia y el Gobierno de la Unión Sudafricana se comprometen a que las exportaciones netas de azúcar hechas por los territorios exportadores comprendidos en el Convenio Azucarero de 1951 del Commonwealth (excluyendo los movimientos locales de azúcar entre los territorios o islas adyacentes del Commonwealth en las cantidades establecidas por la costumbre) no excederán en conjunto de los siguientes totales:

- (i) en los años calendario de 1954 y 1955 = 2.413.793 toneladas (2.375.000 toneladas largas inglesas) *tel quel* por año;
- (ii) en el año calendario de 1956 = 2.490.018 toneladas (2.450.000 toneladas largas inglesas) *tel quel*.

Con sujeción a las obligaciones contractuales contraídas en el Convenio Azucarero de 1951 del Commonwealth por los Gobiernos en cuestión, los límites cuantitativos para los años calendario de 1954, 1955 y 1956, antes especificados, permanecerán invariables y las disposiciones de todos los demás artículos de este Convenio serán interpretadas de conformidad.

2. Estas limitaciones producen el efecto de poner a disposición del mercado libre una parte de los mercados azucareros de los países del Commonwealth. Los Gobiernos antes mencionados, sin embargo, se considerarán relevados de su obligación en cuanto a la limitación de las exportaciones de azúcar del Commonwealth si el Gobierno o Gobiernos de uno o varios países participantes que tengan tonelaje básico de exportación asignado por el artículo 14 1. entrasen en arreglos comerciales especiales con un país importador del Commonwealth que garanticen al país exportador una porción específica del mercado de dicho país del Commonwealth.

3. El Gobierno del Reino Unido de la Gran Bretaña e Irlanda del Norte, de acuerdo con los Gobiernos de Australia y de la Unión Sudafricana, se compromete a suministrar al Consejo, 60 días antes de comenzar cada año-cuota, un cómputo del total de las exportaciones procedentes de los territorios exportadores comprendidos en el Convenio Azucarero del Commonwealth para tal año, e informar al Consejo inmediatamente de cualesquier cambios en tal cómputo durante el mismo año. La información suministrada al Consejo por el Reino Unido como consecuencia de esta obligación se considerará como pleno cumplimiento de las obligaciones contraídas en virtud de los artículos 11 y 12 de este Convenio en lo que se refiere a los territorios antes mencionados.

4. Las disposiciones de los párrafos 3 y 4 del artículo 13 de este Convenio no se aplicarán a los territorios exportadores comprendidos en el Convenio Azucarero del Commonwealth.

5. Nada de lo dispuesto en este artículo será interpretado en el sentido de impedir a cualquier país exportador al mercado libre la exportación de azúcar a cualquier país dentro del Commonwealth, ni dentro de los límites cuantitativos antes establecidos, como impedimento para cualquier país del Commonwealth de exportar azúcar al mercado libre.

ARTICULO 17

Las exportaciones de azúcar a los Estados Unidos de América, para su propio consumo, no serán consideradas exportaciones al mercado libre y no serán cargadas a las cuotas de exportación establecidas en este Convenio.

ARTICULO 18

1. Antes del comienzo de cada año-cuota, el Consejo hará que se prepare un cómputo de las necesidades de importación neta del mercado libre para dicho año, para el azúcar procedente de los países exportadores enumerados en el artículo 14 1. En la preparación de ese cómputo se tendrá en cuenta, entre otros factores, el total de azúcar que, según notificación al Consejo, podría ser importada de países no participantes según las disposiciones del artículo 7 4.

2. Por lo menos 30 días antes del comienzo de cada año-cuota, el Consejo considerará el cómputo de las necesidades de importación neta del mercado libre preparado de acuerdo con el párrafo 1 de este artículo. Si el Consejo adopta ese cómputo, asignará inmediatamente una cuota inicial de exportación para el mercado libre durante tal año a cada uno de los países exportadores mencionados en el artículo 14 1., mediante la distribución del

uento calculado entre los países exportadores en proporción a sus tonelajes básicos de exportación, con sujeción a las disposiciones del artículo 14 B, a las penalidades que pudieran ser impuestas según lo dispuesto en el artículo 12 y a las reducciones que pudieran hacerse con arreglo al artículo 21 3.

3. Si hay desacuerdo en el Consejo sobre el cómputo de las necesidades de importación neta del mercado libre preparado conforme al párrafo 1 de este artículo, la cuestión se someterá a votación especial. Si como resultado de esta votación se adopta un cómputo, el Consejo asignará a continuación las cuotas iniciales de exportación de acuerdo con el párrafo 2 de este artículo; pero si no se adopta un cómputo, las cuotas iniciales de exportación para el nuevo año-cuota serán fijadas entonces distribuyendo el total de las cuotas de exportación vigentes al fin del año-cuota corriente sobre la misma base y de la misma manera como se dispone en el párrafo 2 de este artículo.

4. El Consejo, por votación especial, podrá segregar, en cualquier año-cuota dado, hasta 20.000 toneladas del cómputo de las necesidades de importación neta del mercado libre, como reserva, de la cual podrá asignar cuotas adicionales de exportación para hacer frente a casos probados de necesidad especial.

ARTÍCULO 19

1. El Consejo hará que las cuotas de exportación vigentes para los países participantes incluidos en la lista del artículo 14 1. sean ajustadas, con sujeción a las disposiciones del artículo 14 B, como sigue:

- (i) Dentro de los 10 días siguientes a la fecha en que el Gobierno de un país exportador hubiere notificado, de acuerdo con el artículo 11, que una parte de la cuota inicial de exportación o de la cuota de exportación vigente no será utilizada, se procederá, consiguientemente, a la reducción de la cuota de exportación vigente de ese país y al aumento de la cuota de exportación vigente de los otros países exportadores mediante redistribución de una cantidad de azúcar igual a la porción de las cuotas así renunciadas, en proporción a los tonelajes básicos de exportación de dichos países. El Secretario del Consejo notificará sin demora a los Gobiernos de los países exportadores dichos aumentos y esos Gobiernos, dentro de 10 días después de recibir tal notificación, informarán al Secretario del Consejo si están o no en condiciones de utilizar el aumento de cuota que se les asigna. Subsiguientemente al recibo de esa información se hará una redistribución de las cantidades implicadas y los Gobiernos de los países exportadores interesados serán notificados inmediatamente por el Secretario del Consejo de los aumentos hechos en las cuotas de exportación vigentes de sus países.
- (ii) De tiempo en tiempo, para tomar en cuenta las variaciones en los cómputos de las cantidades de azúcar que se notifiquen al Consejo que serán importadas de países no participantes conforme al artículo 7; quedando entendido, sin embargo, que no será necesario proceder a una redistribución de esas cantidades en tanto que ellas no alcancen a un total de 5.000 toneladas. Las redistribuciones de acuerdo con los términos de este inciso serán hechas sobre la misma base y de la misma manera establecidas en el párrafo 1 (i) de este artículo.

2. No obstante las disposiciones del artículo 11, si el Consejo determina, después de consultar al Gobierno de un país exportador participante, que ese país no estará en condiciones de utilizar todo o parte de su cuota de exportación vigente el Consejo podrá aumentar proporcionalmente las cuotas de exportación a otros países exportadores participantes, sobre la misma base

y de la misma manera establecida en el párrafo 1 (i) de este artículo; quedando entendido, sin embargo, que esta acción del Consejo no privará al país en cuestión de su derecho a utilizar su cuota de exportación que se hallaba en vigor antes de que el Consejo tomara su decisión.

Capítulo VIII.—Estabilización de Precios

ARTÍCULO 20

1. Para los fines de este Convenio, el precio del azúcar se considerará equitativo, tanto para los consumidores como para los productores, si se mantiene dentro de una zona de precios estabilizados entre un mínimo de 3.25 centavos y un máximo de 4.35 centavos en moneda de los Estados Unidos, por libra avoirdupois, F.A.S. en puerto cubano. El precio del azúcar será el precio para pronta entrega (*spot*) establecido por la Bolsa del Café y del Azúcar de Nueva York (New York Coffee and Sugar Exchange) en relación con azúcar cubierto por el Contrato No. 4, o cualquier otro precio que pueda ser establecido conforme al párrafo 2 de este artículo.

2. En el caso de que el precio referido en el párrafo 1 de este artículo no esté a disposición del Consejo durante un período substancial, éste usará cualquier otro criterio que considere apropiado.

3. Los límites inferior y superior de la zona de precios estabilizados a que se refiere el párrafo 1 de este artículo podrán ser modificados por el Consejo por votación especial.

ARTÍCULO 21

1.—(i) Si el Consejo decide en cualquier momento que las condiciones del mercado hacen aconsejable reducir las cuotas de exportación vigentes con vistas a prevenir una baja en el precio del azúcar por debajo del precio mínimo establecido en el artículo 20, podrá hacer las reducciones que considere necesarias en las cuotas de exportación vigentes, en proporción a los tonelajes básicos de exportación, con sujeción a lo establecido en el artículo 14 B.

(ii) No obstante lo dispuesto en el párrafo 1 (i), cada vez que el precio promedio diario del azúcar durante un período de 15 días consecutivos de bolsa resulte inferior en su promedio al precio mínimo establecido por el artículo 20, el Consejo, dentro del plazo de 10 días siguientes al período de 15 días antes citado, procederá a la reducción que considere necesaria de las cuotas de exportación vigentes, en proporción a los tonelajes básicos de exportación y con sujeción a las disposiciones del artículo 14 B; quedando entendido que no se hará ninguna otra alteración en las cuotas de exportación vigentes de acuerdo con este inciso durante un período de 15 días consecutivos de bolsa a contar de la fecha de cualquier reajuste de las cuotas vigentes de acuerdo con las disposiciones de este inciso y del artículo 22.

(iii) Si el Consejo no puede ponerse de acuerdo dentro del mencionado período de 10 días sobre el monto de la reducción que deba efectuarse según el párrafo 1 (ii) de este artículo, las cuotas de exportación vigentes serán reducidas cada vez en un 5% de los tonelajes básicos de exportación, con sujeción a las disposiciones del artículo 14 B.

(iv) No obstante las disposiciones de los párrafos 1 (i), 1 (ii) y 1 (iii) de este artículo, si las cuotas de exportación vigentes de un país hubieren sido reducidas conforme al artículo 19 (1) (i), tal reducción se considerará que forma parte de las reducciones hechas en el mismo año-cuota según lo estipulado en los párrafos antedichos.

2. El Secretario del Consejo notificará a los Gobiernos de los países participantes las reducciones hechas en las cuotas de exportación vigentes de acuerdo con este artículo.

3. Si cualquiera de las reducciones previstas en los párrafos precedentes de este artículo no pudieran aplicarse plenamente a las cuotas de exportación vigentes de un país participante a causa de que en el momento en que las reducciones se hacen, dicho país hubiere exportado ya todo, o parte, del monto de dichas reducciones, la cuota inicial de exportación de ese país para el siguiente año-cuota será reducida en la cantidad correspondiente.

ARTÍCULO 22

1. Si el Consejo decide en cualquier momento que las condiciones del mercado hacen aconsejable un aumento de las cuotas de exportación vigentes con vistas a prevenir que el precio del azúcar sobrepase el precio máximo establecido de acuerdo con el artículo 20, podrá efectuar los aumentos que considere necesarios en las cuotas de exportación vigentes, en proporción a los tonelajes básicos de exportación, con sujeción a las disposiciones del artículo 14 B.

2.—(i) No obstante lo dispuesto en el párrafo 1 de este artículo, cada vez que el precio promedio diario del azúcar durante un período de 15 días consecutivos de bolsa resulte superior en su promedio al precio máximo establecido según el artículo 20, el Consejo, en los 10 días subsiguientes a dicho período de 15 días de bolsa, hará los aumentos que considere necesarios en las cuotas de exportación vigentes, proporcionalmente a los tonelajes básicos de exportación y con sujeción a las disposiciones del artículo 14 B; entendiéndose que no se hará otra alteración de las cuotas de exportación vigentes en virtud de este inciso dentro de un período de 15 días consecutivos de bolsa a contar de la fecha de cualquier ajuste en las cuotas vigentes de acuerdo con las disposiciones de este inciso y del artículo 21.

(ii) Si el Consejo no puede ponerse de acuerdo dentro del mencionado período de 10 días sobre el monto de aumento que deba efectuarse en virtud del párrafo 2 (i) de este artículo, las cuotas de exportación vigentes serán aumentadas cada vez en $7\frac{1}{2}\%$ de los tonelajes básicos de exportación, con sujeción a las disposiciones del artículo 14 B.

3. El Secretario del Consejo notificará a los Gobiernos de los países participantes cada aumento hecho a las cuotas de exportación vigentes de acuerdo con este artículo.

Capítulo IX.—Limitación General de las Reducciones a las Cuotas de Exportación

ARTÍCULO 23

1. Sin perjuicio de las sanciones aplicadas en virtud del artículo 12 y de las reducciones hechas en virtud del artículo 19 1. (i), la cuota de exportación vigente de ningún país exportador participante mencionado en el artículo 14 1. será reducida a menos del 80% del tonelaje básico de exportación del país de que se trate y las otras disposiciones de este Convenio serán interpretadas de conformidad; entendiéndose, sin embargo, que la cuota de exportación vigente de un país exportador participante que disfruta de un tonelaje básico de exportación de acuerdo con las disposiciones del artículo 14 1. inferior a 50.000 toneladas, no será reducida a menos del 90% del tonelaje básico de exportación de ese país.

2. En los últimos 45 días de calendario del año-cuota no se hará ninguna reducción de cuotas conforme al artículo 21.

Capítulo X.—Mezclas de Azúcar**ARTÍCULO 24**

Si el Consejo adquiere la convicción de que, como resultado de un aumento substancial de las exportaciones o de la utilización de mezclas de azúcar, esos productos tienden a reemplazar el azúcar a tal punto que impidan que los propósitos de este Convenio tengan pleno efecto, podrá decidir que esos productos o alguno de entre ellos, en lo que se refiere a su contenido, sean considerados como azúcar para los fines de este Convenio; entendiéndose que para el cálculo de la cantidad de azúcar que deba cargarse a la cuota de exportación de un país participante, el Consejo excluirá el equivalente en azúcar de cualquier cantidad de esos productos que haya sido normalmente exportada por el país de que se trate antes de la entrada en vigor de este Convenio.

Capítulo XI.—Dificultades Monetarias**ARTÍCULO 25**

1. Si durante la vigencia de este Convenio el Gobierno de un país importador participante considera que le es necesario ya sea prevenir el peligro inminente de una disminución importante de sus reservas monetarias o detener o corregir tal disminución, dicho país podrá pedir al Consejo que modifique ciertas obligaciones específicas de este Convenio.

2. El Consejo consultará plenamente con el Fondo Monetario Internacional sobre las cuestiones suscitadas por tal solicitud y aceptará las conclusiones estadísticas y sobre cuestiones de hecho que el Fondo haga en lo que se refiere a divisas, reservas monetarias y balance de pagos y aceptará la decisión del Fondo en lo que se refiere a si el país en cuestión ha sufrido un deterioro apreciable de sus reservas monetarias o está en inmediato peligro de sufrirlo. Si el país de que se trate no es miembro del Fondo Monetario Internacional y pide que el Consejo no consulte al Fondo, la cuestión será examinada por el Consejo sin tal consulta.

3. En cualquier caso, el Consejo examinará la cuestión con el Gobierno del país importador. Si el Consejo decide que las reclamaciones están justificadas y que el país de que se trate no puede obtener una cantidad de azúcar suficiente para atender a las necesidades de su consumo si se ajusta a las disposiciones de este Convenio, el Consejo podrá modificar las obligaciones de dicho Gobierno o del Gobierno de cualquier país exportador conforme a este Convenio, de tal manera y por tal plazo como el Consejo considere necesario para permitir que dicho país importador obtenga con los recursos de que disponga una cantidad de azúcar más adecuada.

Capítulo XII.—Estudios del Consejo**ARTÍCULO 26**

1. El Consejo estudiará y hará recomendaciones a los Gobiernos de los países participantes acerca de los medios de lograr un aumento apropiado del consumo de azúcar, y podrá efectuar el estudio de cuestiones tales como:

- (i) Los efectos sobre el consumo de azúcar en los diversos países de (a) el régimen impositivo y medidas restrictivas, y (b) las condiciones económicas, climáticas y de otra índole;
- (ii) Los medios de promover el consumo, especialmente en aquellos países donde el consumo *per caput* es bajo;

- (iii) La posibilidad de establecer programas de publicidad en cooperación con organismos similares interesados en el aumento del consumo de otros productos alimenticios;
 - (iv) El progreso de las investigaciones sobre los nuevos usos del azúcar, sus sub-productos y de las plantas de las cuales proviene.
2. Además, el Consejo estará autorizado a emprender o hacer emprender otros estudios, incluyendo estudios de las varias formas de ayuda especial a la industria azucarera, con el propósito de reunir información completa y para la formulación de propuestas que el Consejo considere apropiadas para el logro de los objetivos generales establecidos en el artículo I, o apropiadas a la solución del problema de producto básico de que se trata. Tales estudios se referirán al mayor número posible de países y tendrán en cuenta las condiciones generales sociales y económicas de los países en cuestión.
3. Los estudios emprendidos en virtud de los párrafos 1 y 2 de este artículo serán efectuados de acuerdo con normas establecidas por el Consejo y en consulta con los Gobiernos participantes.
4. Los Gobiernos en cuestión convienen en informar al Consejo de los resultados de su consideración de las recomendaciones y propuestas a que este artículo se refiere.

Capítulo XIII.—Administración

ARTÍCULO 27

1. Por el presente se establece un Consejo Internacional del Azúcar para administrar este Convenio.
2. Cada Gobierno participante será miembro del Consejo con voto y tendrá derecho a ser representado en el Consejo por un delegado, pudiendo designar delegados alternos. El delegado o delegados alternos podrán ser acompañados en las reuniones del Consejo por tantos asesores como cada Gobierno participante considere necesario.
3. El Consejo elegirá un Presidente sin voto que ocupará el cargo durante un año-cuota y prestará sus servicios honorariamente. El Presidente será elegido alternativamente entre los delegados de los países importadores y exportadores participantes.
4. El Consejo elegirá un Vicepresidente que ocupará el cargo durante un año-cuota y prestará sus servicios honorariamente. El Vicepresidente será elegido alternativamente entre los delegados de los países exportadores e importadores participantes.
5. El Consejo queda autorizado, previa consulta con el Consejo Internacional Azucarero establecido en virtud del Acuerdo Internacional sobre la Regulación y Comercio del Azúcar firmado en Londres el 6 de mayo de 1937, a hacerse cargo de los archivos y del activo y el pasivo de dicha organización.
6. El Consejo tendrá en el territorio de cada país participante, y en la medida que lo permita la legislación de dicho país, la capacidad jurídica necesaria para el ejercicio de sus funciones conforme a este Convenio.

ARTÍCULO 28

1. El Consejo establecerá reglas de procedimiento compatibles con las disposiciones de este Convenio y llevará los registros necesarios para cumplir sus funciones conforme a este Convenio, así como toda otra documentación que considere necesaria. En caso de conflicto entre las reglas de procedimiento así adoptadas y este Convenio, el Convenio prevalecerá.
2. El Consejo publicará por lo menos una vez al año un informe sobre sus actividades y sobre el funcionamiento de este Convenio.
3. El Consejo elaborará, preparará y publicará los informes, estudios, gráficos análisis y cualesquiera otros datos que considere deseables y útiles.

4. Los Gobiernos participantes se comprometen a preparar y suministrar todas las estadísticas e informaciones que sean necesarias al Consejo o al Comité Ejecutivo a fin de permitirles el cumplimiento de sus funciones conforme a este Convenio.

5. El Consejo podrá establecer los Comités permanentes o temporales que juzgue convenientes a fin de que le ayuden en el ejercicio de las funciones que le están encomendadas conforme a este Convenio.

6. El Consejo, por votación especial, podrá delegar al Comité Ejecutivo establecido en virtud del artículo 37 el ejercicio de cualesquiera de sus facultades y funciones, con excepción de aquellas que requieran una decisión por votación especial según este Convenio. El Consejo podrá en cualquier momento revocar tal delegación por simple mayoría de los votos emitidos.

7. El Consejo desempeñará cualesquiera otras funciones que sean necesarias para el cumplimiento de las disposiciones de este Convenio.

ARTÍCULO 29

El Consejo designará un Director Ejecutivo, que será el más alto funcionario retribuido con completa dedicación al cargo; un Secretario y el personal que sea necesario para los trabajos del Consejo y de sus Comités. Será condición del empleo de dichos funcionarios y del personal, que no tengan o que dejen de tener intereses financieros en la industria o en el comercio del azúcar y que no solicitarán o recibirán instrucciones, en cuanto al cumplimiento de sus deberes conforme a este Convenio, de ningún Gobierno o de ninguna otra autoridad ajena al Consejo.

ARTÍCULO 30

1. El Consejo elegirá su sede. Sus reuniones se celebrarán en su sede, a menos que el Consejo decida celebrar una reunión específica en otro lugar.

2. El Consejo se reunirá por lo menos una vez al año. Podrá ser convocado por su Presidente en cualquier otro momento.

3. El Presidente convocará a sesión del Consejo si así lo solicitan:

- (i) Cinco Gobiernos participantes, o
- (ii) Cualquier Gobierno o Gobiernos participantes que tengan por lo menos el 10% del total de los votos, o
- (iii) El Comité Ejecutivo.

ARTÍCULO 31

La presencia de delegados con un 75% del total de los votos de los Gobiernos participantes será necesaria para constituir quórum en cualquier reunión del Consejo; pero si no se obtiene tal quórum en el día fijado para la reunión del Consejo convocada de acuerdo con el artículo 30, tal reunión se celebrará 7 días después, y la presencia de delegados con un 50% del total de votos de los Gobiernos participantes constituirá quórum.

ARTÍCULO 32

El Consejo podrá tomar decisiones, sin celebrar reunión, por correspondencia entre el Presidente y los Gobiernos participantes, siempre que ningún Gobierno participante haga objeción a este procedimiento. Cualquier decisión así tomada será comunicada a todos los Gobiernos participantes tan pronto como sea posible y será consignada en las actas de la próxima reunión del Consejo.

ARTÍCULO 33

Los votos a ser ejercidos por las delegaciones respectivas de los países importadores en el Consejo serán como sigue:

Austria	20
Canadá	80
Ceilán	30
República Federal Alemana	60
Grecia	25
Israel	20
Japón	100
Jordania	15
Líbano	20
Noruega	30
Portugal	30
Arabia Saudita	15
España	20
Suiza	45
Reino Unido	245
Estados Unidos	245
Total	1,000

ARTÍCULO 34

Los votos a ser ejercidos por las delegaciones respectivas de los países exportadores en el Consejo serán como sigue:

Australia	45
Bélgica	20
Brasil	50
China	65
Cuba	245
Checoslovaquia	45
Dinamarca	20
República Dominicana	65
Francia (y países a los que Francia representa internacionalmente)	35
Haití	20
Hungría	20
India	30
Indonesia	40
Méjico	25
Holanda	20
Nicaragua	15
Perú	40
Filipinas	25
Polonia	40
Africa del Sur	20
U.R.S.S.	100
Yugoslavia	15
Total	1,000

ARTÍCULO 35

Cada vez que cambie el número de miembros de este Convenio o que un país sea suspendido en su derecho de voto o que recobre ese derecho en virtud de una disposición de este Convenio, el Consejo redistribuirá los votos dentro

de cada grupo (países importadores y países exportadores) teniendo en cuenta, respecto de los países importadores el promedio de sus importaciones durante los dos años precedentes, y respecto de los países exportadores la proporción de 40 a 60 entre su producción media durante los dos años precedentes y los tonelajes básicos de exportación que les han sido asignados; entendiéndose que en ningún caso tendrá un país menos de 15 o más de 245 votos y que no habrá votos fraccionarios.

ARTÍCULO 36

1. Excepto en los casos en que se disponga específicamente de otra manera en este Convenio, las decisiones del Consejo serán tomadas por mayoría de los votos emitidos por los países exportadores y mayoría de los votos emitidos por los países importadores, a condición de que esta última mayoría esté constituida por una tercera parte por lo menos del número de países importadores presentes y votantes.

2. Cuando se requiera votación especial, las decisiones del Consejo habrán de tomarse por lo menos por dos tercios de los votos emitidos, que incluyan mayoría de los votos emitidos por los países exportadores y mayoría de los votos emitidos por los países importadores, y a condición de que esta última mayoría esté constituida por una tercera parte por lo menos del número de países importadores presentes y votantes.

3. No obstante las disposiciones de los párrafos 1 y 2 de este artículo, en toda sesión del Consejo convocada conforme al artículo 30 3. (i) o al artículo 30 3. (ii) para tratar de alguna de las cuestiones relativas a los artículos 21 y 22, las decisiones del Consejo en relación con medidas tomadas por el Comité Ejecutivo conforme a dichos artículos, serán tomadas por mayoría simple de los votos emitidos por los países participantes presentes y votantes considerados en conjunto.

4. El Gobierno de cualquier país exportador participante podrá autorizar al delegado con voto de cualquier otro país exportador y el Gobierno de cualquier país importador participante podrá autorizar al delegado con voto de cualquier otro país importador, a representar sus intereses y a ejercitar sus votos en cualquier reunión o reuniones del Consejo. Deberán presentarse al Consejo pruebas satisfactorias de tal autorización.

5. Cada Gobierno participante se compromete a aceptar como obligatorias todas las decisiones del Consejo conforme a las disposiciones de este Convenio.

ARTÍCULO 37

1. El Consejo establecerá un Comité Ejecutivo que estará compuesto por delegados de los Gobiernos de cinco países exportadores participantes, que serán elegidos por un año-cuota por mayoría de los votos de los países exportadores, y por representantes de los Gobiernos de cinco países importadores participantes, que serán elegidos por un año-cuota por mayoría de los votos de los países importadores.

2. El Comité Ejecutivo tendrá y ejercerá las facultades y funciones del Consejo que éste le haya delegado.

3. El Director Ejecutivo del Consejo será Presidente *ex-officio* del Comité sin voto. El Comité podrá elegir un Vice-Presidente y establecerá sus reglas de procedimiento sujetas a la aprobación del Consejo.

4. Cada miembro del Comité tendrá un voto. En el Comité Ejecutivo las decisiones se tomarán por mayoría de los votos emitidos por los países exportadores y mayoría de los votos emitidos por los países importadores.

5. Cualquier Gobierno participante tendrá derecho de apelación ante el Consejo, en las condiciones que éste prescriba, contra cualquier decisión del Comité Ejecutivo. En la medida en que la decisión del Consejo no concuerde con la decisión del Comité Ejecutivo esta última será modificada a contar de la fecha en que el Consejo tome su decisión.

Capítulo XIV.—Disposiciones Financieras**ARTÍCULO 38**

1. Los gastos de las delegaciones al Consejo y de los miembros del Comité Ejecutivo serán sufragados por sus respectivos Gobiernos. Los otros gastos necesarios para la administración de este Convenio, incluyendo las remuneraciones que el Consejo pague, serán sufragados por contribuciones anuales de los Gobiernos participantes. La contribución de cada Gobierno participante para cada año-cuota será proporcional al número de votos que el mismo tenga cuando se adopte el presupuesto para ese año-cuota.

2. En el curso de su primera reunión, el Consejo aprobará el presupuesto para el primer año-cuota y determinará las contribuciones que deberá pagar cada Gobierno participante.

3. Cada año-cuota el Consejo aprobará su presupuesto para el siguiente año-cuota y determinará las contribuciones que cada Gobierno participante deberá pagar por tal año-cuota.

4. La contribución inicial de cualquier Gobierno participante que se adhiera a este Convenio conforme al artículo 41, será determinada por el Consejo sobre la base del número de votos asignados a tal Gobierno y del período no transcurrido del año-cuota corriente, pero las contribuciones establecidas para los otros Gobiernos participantes para el año-cuota corriente no serán alteradas.

5. Las contribuciones serán exigibles al comienzo del año-cuota para el cual hubieren sido establecidas y se pagarán en la moneda del país donde la sede del Consejo esté situada. Cualquier Gobierno participante que no haya pagado su contribución al fin del año-cuota para el cual tal contribución hubiere sido establecida, será suspendido en su derecho de voto hasta que la contribución sea pagada; pero, excepto por votación especial del Consejo, no será privado de ninguno de sus otros derechos ni relevado de ninguna de sus obligaciones contraídas en virtud de este Convenio.

6. Hasta donde lo permitan las leyes del país donde la sede del Consejo esté situada, el Gobierno de ese país concederá excención de impuestos sobre los fondos del Consejo y sobre las remuneraciones pagadas por el Consejo a sus empleados.

7. El Consejo publicará cada año-cuota un balance de sus ingresos y gastos durante el año-cuota precedente, certificado por auditores.

8. Con anterioridad a su disolución, el Consejo tomará medidas para la liquidación de su activo y pasivo y la disposición de sus archivos, a la terminación de este Convenio.

Capítulo XV.—Cooperación con otras Organizaciones**ARTÍCULO 39**

1. El Consejo, en el ejercicio de sus funciones de acuerdo con este Convenio, tomará medidas para la consulta y cooperación con organizaciones e instituciones apropiadas y podrá también disponer lo que crea conveniente para que los representantes de esas organizaciones asistan a las reuniones del Consejo.

2. Si el Consejo comprueba que cualesquiera de la disposiciones de este acuerdo son materialmente incompatibles con las condiciones establecidas por las Naciones Unidas o por sus órganos apropiados y organismos especializados en relación con acuerdos intergubernamentales sobre productos básicos, tal incompatibilidad será considerada como que afecta adversamente al funcionamiento de este Convenio y será aplicable el procedimiento establecido en el artículo 43.

Capítulo XVI.—Controversias y Reclamaciones**ARTÍCULO 40**

1. Cualquier controversia relativa a la interpretación o a la aplicación de este Convenio que no sea resuelta por negociación será, a petición de cualquier Gobierno participante que sea parte en la controversia, sometida al Consejo para su decisión.

2. En cualquier caso en que una controversia haya sido sometida al Consejo conforme al párrafo 1 de este artículo, la mayoría de los Gobiernos participantes o un grupo de Gobiernos participantes que tengan por lo menos un tercio del total de votos, podrá pedir al Consejo, después de una discusión completa, que antes de tomar su decisión solicite la opinión de la Comisión Consultiva mencionada en el párrafo 3 de este artículo sobre las cuestiones en litigio.

3.—(i) A menos que el Consejo unánimemente decida en contrario, la Comisión Consultiva estará compuesta de:

- (a) Dos miembros designados por los países exportadores, de los cuales uno posea una gran experiencia en asuntos como los que se encuentren en litigio y el otro tenga autoridad y experiencia en materia jurídica;
- (b) Dos miembros de calificaciones análogas designados por los países importadores; y
- (c) Un Presidente elegido por unanimidad por los cuatro miembros nombrados conforme a los incisos (a) y (b) o, en caso de desacuerdo, por el Presidente del Consejo.

(ii) Los súbditos de los países cuyos Gobiernos sean partes en este Convenio podrán ser designados miembros de la Comisión Consultiva.

(iii) Los miembros de la Comisión Consultiva actuarán a título personal y no recibirán instrucciones de ningún Gobierno.

(iv) Los gastos de la Comisión Consultiva serán cubiertos por el Consejo.

4. La opinión fundada de la Comisión Consultiva será sometida al Consejo, el cual decidirá la cuestión después de tomar en consideración todos los elementos de información pertinentes.

5. Toda reclamación basada en que un Gobierno participante ha dejado de cumplir obligaciones contraídas en virtud de este Convenio será, a petición del Gobierno participante que haga la reclamación, sometida al Consejo, el cual decidirá sobre el asunto.

6. No podrá declararse que un Gobierno participante ha incurrido en incumplimiento de este Convenio sino por mayoría de los votos de los países exportadores y mayoría de los votos de los países importadores. Cualquier declaración de que un Gobierno participante ha incurrido en incumplimiento de este Convenio deberá especificar la naturaleza de la infracción.

7. Si el Consejo decide que un Gobierno participante ha incurrido en incumplimiento de este Convenio, podrá, por mayoría de los votos de los países exportadores y mayoría de los votos de los países importadores, suspender a dicho Gobierno en sus derechos de voto hasta que dé cumplimiento a sus obligaciones, o podrá excluir a dicho Gobierno de este Convenio.

Capítulo XVII.—Firma, Aceptación, Entrada en Vigor y Adhesión**ARTÍCULO 41**

1. Este Convenio estará abierto a la firma de los Gobiernos de los países representados por delegados en la Conferencia en la cual este Convenio fué negociado, desde el 15 de septiembre al 31 de octubre de 1953.

2. Este Convenio estará sujeto a ratificación o aceptación por los Gobiernos signatarios, de acuerdo con sus respectivos procedimientos constitucionales, y los instrumentos de ratificación o aceptación serán depositados en poder del Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte.

3. Este Convenio estará abierto a la adhesión de cualquiera de los Gobiernos referidos en el párrafo 1 de este artículo y la adhesión se efectuará depositando un instrumento de adhesión en poder del Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte.

4. El Consejo podrá aprobar la adhesión a este Convenio de cualquier Gobierno no comprendido en el párrafo 1 de este artículo, entendiéndose que las condiciones de tal adhesión deberán ser convenidas de antemano con el Consejo por el Gobierno que deseé efectuarla.

5. La fecha efectiva de la participación de un Gobierno en este Convenio será la fecha en la cual el instrumento de ratificación, aceptación o adhesión sea depositado en poder del Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte.

6.—(i) Este Convenio entrará en vigor el 15 de diciembre de 1953 en lo que se refiere a los artículos 1, 2, 18 y 27 a 46 ambos inclusive, y el 1º. de enero de 1954 en lo que se refiere a los artículos 3 a 17 y 19 a 26 ambos inclusive, si para el 15 de diciembre de 1953 hubieren sido depositados instrumentos de ratificación, aceptación o adhesión, por Gobiernos que tengan el 60% de los votos de los países importadores y el 75% de los votos de los países exportadores, según la distribución establecida en los artículos 33 y 34; en la inteligencia de que las notificaciones hechas dentro de un período de cuatro meses a partir del 15 de diciembre de 1953 al Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte por los Gobiernos que no hubieren podido ratificar, aceptar o adherirse a este Convenio antes del 15 de diciembre de 1953, que contengan el compromiso de procurar obtener la ratificación, aceptación o adhesión tan pronto como les sea posible, de acuerdo con sus procedimientos constitucionales, serán consideradas como equivalentes a la ratificación, aceptación o adhesión. En caso, sin embargo, de que tal notificación no sea seguida por el depósito de un instrumento de ratificación, aceptación o adhesión antes del 1º. de mayo de 1954, el Gobierno de que se trate ya no será considerado como observador. En cualquier caso, las obligaciones bajo este Convenio de los Gobiernos de los países exportadores que hubieren ratificado, aceptado o se hubieren adherido a este Convenio antes del 1º. de mayo de 1954, correrán a partir del 1º. de enero de 1954 para el primer año-cuota.

(ii) Si al fin del período de cuatro meses mencionado en el inciso (i), el porcentaje de los votos de los países importadores o de los países exportadores que hayan ratificado, aceptado o se hayan adherido a este Convenio es menor que el porcentaje establecido en el inciso (i), los Gobiernos que hayan ratificado, aceptado o se hayan adherido a este Convenio, podrán convenir en ponerlo en vigor entre ellos.

(iii) El Consejo podrá determinar las condiciones en las cuales los Gobiernos que no hayan ratificado, aceptado o se hayan adherido a este Convenio antes del 15 de diciembre de 1953, pero que hayan dado a conocer su intención de obtener tan rápidamente como sea posible una decisión respecto de la ratificación, la aceptación o la adhesión, podrán, si así lo desean, tomar parte en los trabajos del Consejo en calidad de observadores sin derecho a voto.

7. El Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte notificará a todos los Gobiernos signatarios cada firma, ratificación, aceptación de este Convenio, o adhesión al mismo, e informará a los Gobiernos signatarios de toda reserva o condición contenidas en las mismas.

Capítulo XVIII.—Duración, Enmiendas, Suspensión, Retiro, Terminación**ARTÍCULO 42**

1. La duración de este Convenio será de cinco años a partir del 1º de enero de 1954. Este Convenio no podrá ser denunciado.

2. Sin perjuicio de los artículos 43 y 44, el Consejo examinará, durante el transcurso del tercer año de este Convenio, el funcionamiento completo del Convenio, especialmente en lo que respecta a cuotas y a precios y tomará en consideración todas las enmiendas al Convenio que los Gobiernos participantes puedan proponer en relación con tal examen.

3. El Consejo someterá a los Gobiernos participantes, por lo menos tres meses antes del último día del tercer año-cuota de este Convenio, un informe sobre los resultados del examen previsto en el párrafo 2 de este artículo.

4. Cualquier Gobierno participante podrá, a más tardar dos meses después del recibo del informe del Consejo previsto en el párrafo 3 de este artículo, retirarse de este Convenio notificando su retiro al Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte. Tal retiro tendrá efecto el último día del tercer año-cuota.

5.—(i) Si después de los dos meses mencionados en el párrafo 4 de este artículo, cualquier Gobierno que no se haya retirado del Convenio conforme a ese párrafo considera que el número de Gobiernos que se han retirado del Convenio conforme a dicho párrafo, o la importancia de dichos Gobiernos para los propósitos de este Convenio, es tal que pueda perjudicar el funcionamiento del mismo, tal Gobierno podrá, durante los 30 días subsiguientes a la expiración del período precitado, pedir al Presidente del Consejo que convoque a una reunión especial del Consejo, en la cual los Gobiernos partes de este Convenio considerarán si siguen siendo o no partes en el mismo.

(ii) Cualquier reunión especial convocada como consecuencia de la solicitud hecha de acuerdo con el inciso (i), tendrá efecto dentro del mes siguiente al recibo de tal solicitud por el Presidente, y los Gobiernos representados en tal reunión podrán retirarse del Convenio notificando su retiro al Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte dentro de los 30 días siguientes a la fecha en que la reunión hubiere tenido lugar. Tal notificación de retiro será efectiva 30 días después de la fecha de su recibo por dicho Gobierno.

(iii) Los Gobiernos no representados en una reunión especial efectuada de acuerdo con los incisos (i) y (ii) no podrán retirarse de este Convenio según las disposiciones de dichos incisos.

ARTÍCULO 43

1. Si ocurren circunstancias que, en opinión del Consejo, afecten o amenacen afectar adversamente al funcionamiento de este Convenio, el Consejo podrá, por votación especial, recomendar a los Gobiernos participantes la enmienda de este Convenio.

2. El Consejo podrá fijar el plazo dentro del cual cada Gobierno participante deberá notificar al Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte si acepta o no la enmienda recomendada conforme al párrafo 1 de este artículo.

3. Si dentro del plazo fijado en el párrafo 2 de este artículo todos los Gobiernos participantes aceptan una enmienda, ésta entrará en vigor inmediatamente después de haberse recibido la última aceptación por el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte.

4. Si dentro del plazo fijado de acuerdo con el párrafo 2 de este artículo, una enmienda no es aceptada por los Gobiernos de países exportadores que

tengan el 75% de los votos de los países exportadores y por los Gobiernos de países importadores que tengan el 75% de los votos de los países importadores, dicha enmienda no entrará en vigor.

5. Si al fin del plazo fijado según el párrafo 2 de este artículo, una enmienda hubiere sido aceptada por los Gobiernos de países exportadores que tengan el 75% de los votos de los países exportadores y por los Gobiernos de países importadores que tengan el 75% de los votos de los países importadores, pero no por todos los países exportadores y todos los países importadores:—

- (i) la enmienda entrará en vigor para los Gobiernos participantes que hubieren manifestado su aceptación según el párrafo 2 de este artículo, al comienzo del año-cuota subsiguiente al final del plazo fijado conforme a dicho párrafo.
- (ii) el Consejo determinará de inmediato si la enmienda es de tal naturaleza que los Gobiernos participantes que no la acepten deben ser suspendidos como miembros de este Convenio a partir de la fecha en la cual entre en vigor según el párrafo 1, e informará consintiéntemente a todos los Gobiernos participantes. Si el Consejo determina que la enmienda es de esa naturaleza, los Gobiernos participantes que no aceptaron la mencionada enmienda, informarán al Consejo antes de la fecha en que la enmienda hubiere de entrar en vigor según el inciso (i), si aun la encuentran inaceptable y los Gobiernos participantes que así lo consideren serán automáticamente suspendidos como miembros de este Convenio, entendiéndose que si tal Gobierno participante prueba a satisfacción del Consejo que le ha sido imposible aceptar la enmienda antes de la entrada en vigor de ésta de acuerdo con el inciso (i) en razón de dificultades de orden constitucional independientes de su voluntad, el Consejo podrá aplazar la suspensión hasta que tales dificultades hayan sido superadas y el Gobierno participante haya notificado su decisión al Consejo.

6. El Consejo establecerá reglas respecto a la readmisión de Gobiernos participantes suspendidos como miembros de este Convenio de acuerdo con el párrafo 5 (ii) de este artículo y cualesquiera otras reglas requeridas para el cumplimiento de las disposiciones de este artículo.

ARTÍCULO 44

1. Si cualquier Gobierno participante considera que sus intereses resultan seriamente perjudicados por razón de que algún Gobierno signatario no hubiere ratificado o aceptado este Convenio, o por condiciones o reservas acompañadas a cualquier firma, ratificación o aceptación, lo notificará al Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte. Inmediatamente después de recibir tal notificación, el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte informará al Consejo, el cual considerará el asunto bien en su primera reunión o en cualquier otra reunión subsiguiente celebrada no más tarde de un mes después del recibo de la notificación. Si después de que el Consejo hubiere considerado el asunto, el Gobierno participante siguiere considerando que sus intereses resultan seriamente perjudicados, podrá retirarse de este Convenio notificando su retiro al Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte dentro de un plazo de 30 días después de que el Consejo hubiere terminado la consideración del asunto.

2. Si cualquier Gobierno participante demostrare que no obstante las disposiciones de este Convenio, su funcionamiento ha dado como resultado

una escasez aguda de abastecimientos o no ha estabilizado los precios en el mercado libre dentro de los límites establecidos por este Convenio, y el Consejo no tomase medidas para remediar tal situación, el Gobierno interesado podrá notificar su retiro del Convenio.

3. Si durante la duración de este Convenio, y en razón de medidas tomadas por un país no participante, o en razón de medidas incompatibles con este Convenio tomadas por un país participante, se producen en la relación entre la oferta y la demanda del mercado libre tales cambios adversos que un Gobierno participante estime sus intereses seriamente perjudicados, dicho Gobierno participante podrá presentar su caso al Consejo. Si el Consejo declara que el caso está bien fundado, el Gobierno en cuestión podrá dar notificación de retiro de este Convenio.

4. Si cualquier Gobierno participante considera que sus intereses resultan gravemente perjudicados por razón de los efectos que produce el tonelaje básico de exportación que se asigna a un país exportador no participante que trate de adherirse a este Convenio conforme al artículo 41.4, tal Gobierno podrá presentar su caso al Consejo, el cual tomará una decisión al respecto. Si el Gobierno interesado considera que, a pesar de la decisión del Consejo, sus intereses continúan siendo seriamente perjudicados, podrá notificar su retiro del Convenio.

5. El Consejo decidirá dentro del plazo de 30 días sobre cualquier asunto que le sea sometido, de acuerdo con los párrafos 2, 3 y 4 de este artículo; y si el Consejo no decide en ese plazo, el Gobierno que ha sometido el asunto al Consejo podrá notificar su retiro de este Convenio.

6. Cualquier Gobierno participante podrá, si se ve envuelto en hostilidades, solicitar del Consejo la suspensión de todas o algunas de sus obligaciones conforme a este Convenio. Si la solicitud es denegada, tal Gobierno podrá notificar su retiro de este Convenio.

7. Si cualquier Gobierno participante hace uso de las disposiciones del artículo 16.2 de manera que quede liberado de sus obligaciones conforme a ese artículo, cualquier otro Gobierno participante podrá, en cualquier momento durante los tres meses subsiguientes, notificar su retiro después de explicar sus motivos al Consejo.

8. Además de las situaciones previstas en los párrafos precedentes de este Convenio, cuando un Gobierno participante demuestre que circunstancias ajenas a su voluntad le impiden cumplir las obligaciones contraídas en virtud de este Convenio, podrá notificar su retiro del mismo, con sujeción a la decisión del Consejo de que tal retiro está justificado.

9. Si cualquier Gobierno participante considera que cualquier retiro de este Convenio, notificado de acuerdo con las disposiciones de este artículo, por cualquier otro Gobierno participante respecto a su territorio metropolitano o a todos o a algunos de los territorios no metropolitanos de cuyas relaciones internacionales sea responsable, es de tal importancia que dificulta el funcionamiento de este Convenio, tal Gobierno podrá también notificar su retiro de este Convenio en cualquier momento durante los tres meses subsiguientes.

10. La notificación de retiro conforme a este artículo será hecha al Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte y tendrá efecto 30 días después de la fecha de su recibo por dicho Gobierno.

ARTÍCULO 45

El Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte informará sin demora a todos los Gobiernos signatarios y adherentes de cada notificación y de cada notificación de retiro que hubiere recibido conforme a los artículos 42, 43, 44 y 46.

Capítulo XIX.—Aplicación Territorial**ARTÍCULO 46**

1. Cualquier Gobierno podrá, en el momento de la firma, ratificación o aceptación de este Convenio o adhesión al mismo, o en cualquier otro momento ulterior declarar por notificación hecha al Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte, que el Convenio incluirá a todos o algunos de los territorios no metropolitanos de cuyas relaciones internacionales sea responsable y el Convenio se aplicará, a partir de la fecha de recibo de la notificación, a todos los territorios en ella mencionados.

2. Conforme a las disposiciones sobre retiro establecidas en los artículos 42, 43 y 44, cualquier Gobierno participante podrá notificar al Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte el retiro de este Convenio de todos o de algunos de los territorios no metropolitanos de cuyas relaciones internacionales sea responsable.

En fe de lo cual los que suscriben, debidamente autorizados a tal efecto por sus respectivos Gobiernos, han firmado este Convenio en las fechas que aparecen junto a sus firmas.

Los textos de este Convenio en las lenguas china, española, francesa, inglesa y rusa son igualmente auténticos, quedando los originales depositados en poder del Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte, el cual transmitirá copias certificadas de los mismos a cada Gobierno signatario y adherido.

DONE at London the first day of October one thousand nine hundred and fifty-three.

FAIT à Londres le 1er octobre mil neuf cent cinquante-trois.

一九五三年十月一日訂於倫敦。

Совершено в Лондоне первого октября тысяча девятьсот пятьдесят третьего года.

HECHO en Londres el primer día de octubre de mil novecientos cincuenta y tres.

FOR AUSTRALIA:

POUR L'AUSTRALIE:

澳大利亞：

За Австралию:

POR AUSTRALIA:

THOMAS WHITE.
Oct. 20, 1953.

FOR AUSTRIA:

POUR L'AUTRICHE:

奥地利：

За Австрию:

POR AUSTRIA:

FOR THE KINGDOM OF BELGIUM:

POUR LE ROYAUME DE BELGIQUE:

比利時王國：

За Королевство Бельгии:

POR EL REINO DE BÉLGICA:

MARQUIS DU PARC LOCMARIA.

October 22nd, 1953.

FOR BOLIVIA:

POUR LA BOLIVIE:

玻利維亞：

За Боливијо:

POR BOLIVIA:

FOR BRAZIL:

POUR LE BRÉSIL:

巴西：

За Бразилијо:

POR EL BRASIL:

S. DE SOUZA LEÃO GRACIE.

October 30th, 1953.

FOR CANADA: [¹]

POUR LE CANADA:

加拿大:

За Канаду:

POR EL CANADÁ:

FOR CEYLON:

POUR CEYLAN:

錫蘭:

За Цейлон:

POR CEILÁN:

FOR CHILE:

POUR LE CHILI:

智利:

За Чили:

POR CHILE:

¹ Deposited instrument of accession June 29, 1954.

FOR CHINA:

POUR LA CHINE:

中國：

3a Китай:

POR LA CHINA:

段善淵

MAO-LAN TUAN.
Oct. 31, 1953.

中華民國政府，由本代表團代表參加今年倫敦聯合國
糖業會議，為中國唯一合法政府。今代表茲簽署協定特
鄭重聲明，在今年八月廿四日聯合國糖業會議之最後文
件，或在本協定內，任何國家所作之聲明或保留妨及中華
民國政府之合法地位者，悉屬非法，當然無效。

並有保留者，會議時，中國代表團於贊助古巴保留案
其在一九五三與英國成交而運輸未盡之餘額不列入其
一九五四之配額內時，曾聲明中華民國與日本一九五三
年成交之餘額亦應同樣辦理。現估計此項餘額為五
萬噸，將不自依本協定所規定之一九五四年中華民國輸
出限額內扣除。

The Government of the Republic of China, which was represented
by the Chinese Delegation throughout the United Nations Sugar
Conference held in London from July 13 to August 24, 1953 is the
only legitimate Government of China. The Chinese Delegation, in
proceeding to sign this Agreement, declares, in the name of the Govern-
ment of the Republic of China, that it considers as illegal and therefore

null and void any declarations or reservations made by any Governments in connection with the Final Act of the United Nations Sugar Conference signed in London on August 24, 1953 or the present Agreement, which are incompatible with or derogatory to the legitimate position of the Government of the Republic of China.

It is further recalled that during the Conference the Chinese Delegation, when supporting the Cuban reservation that the balance of the Cuban 1953 sale to the United Kingdom should not be charged against her 1954 quota, did also declare that the balance of shipment contracted by the Republic of China with Japan for 1953 should be similarly treated. The balance is now estimated at 50,000 metric tons not to be charged against the 1954 quota of the Republic of China. It is with this reservation that the Chinese Delegation signs the present Agreement.



MAO-LAN TUAN.

FOR COLOMBIA:

POUR LA COLOMBIE:

哥倫比亞：

За Колумбию:

POR COLOMBIA:

FOR COSTA RICA:

POUR LE COSTA-RICA:

哥斯大黎加：

За Коста-Рику:

POR COSTA RICA:

FOR CUBA:

POUR CUBA:

古巴:

За Кубу:

POR CUBA:

ROBERTO G. DE MENDOZA.

26 de Octubre, 1953.

Al fijar su firma a este Convenio, el Gobierno de la República de Cuba lo hace sujeto a la condición de que, de conformidad con el entendimiento alcanzado respecto de la recomendación del Comité de Dirección a la Conferencia de las Naciones Unidas sobre el Azúcar en Agosto 21, 1953, y que está contenido en los documentos "Conference Room Paper Ex 7 y E/Conf./15SR17," queda entendido que los embarques que se hagan después del primero de Enero de 1954 del remanente del azúcar vendido por Cuba al Reino Unido según la transacción de 1953 que comprende 1,000,000 de toneladas, no se cargarán contra las cuotas de exportación para 1954 establecidas para Cuba conforme a las disposiciones de este Convenio.

In affixing their signature to this Agreement, the Government of the Republic of Cuba do so subject to the condition that, in accordance with the understanding reached on the recommendation of the Steering Committee to the United Nations International Sugar Conference on August 21, 1953, and which is contained in documents Conference Room Paper Ex 7 and E/CONF./15SR17 it is understood that the shipment after January 1, 1954 of the balance of the Sugar sold by Cuba to the United Kingdom under the 1953 transaction covering 1,000,000 tons, shall not be charged against the export quotas for 1954 established for Cuba under the provisions of this Agreement.

ROBERTO G. DE MENDOZA.
26 de Octubre, 1953.

FOR CZECHOSLOVAKIA:

POUR LA TCHÉCOSLOVAQUIE:

捷克斯洛伐克:

За Чехословакию:

POR CHECOESLOVAQUIA:

J. ULLRICH.

31.10.53.

Signed with following reservations:

In view of the fact that Czechoslovak Economy is a full-scale planned Economy, Article 3, relating to the subsidization of exports of

sugar, and Articles 10 and 13 relating to limitations of production and stocks of sugar, are not applicable to Czechoslovakia.

It is understood that Czechoslovakia will supply the Council with relevant statistics and information required under Article 28, par. 4 of the Agreement which it will deem necessary, so as to enable the Council or the Executive Committee to discharge their functions under this Agreement.

The signing of the Agreement mentioning in Articles 14 China (Taiwan) and 34 China in no way signifies recognition of the Kuomintang authorities' power over the territory of Taiwan neither recognition of the so-called "Nationalist Chinese Government" as a legal and competent Government of China.

J. ULLRICH.

FOR DENMARK:

POUR LE DANEMARK:

丹麥:

За Данию:

POR DINAMARCA:

ANTHON VESTBIRK.

30th October, 1953.

At the time of signing the present Agreement I declare that since the Danish Government do not recognise the Nationalist Chinese authorities as the competent Government of China they cannot regard signature of the Agreement by a Nationalist Chinese representative as a valid signature on behalf of China.

ANTHON VESTBIRK.

FOR THE DOMINICAN REPUBLIC:

POUR LA RÉPUBLIQUE DOMINICAINE:

多明尼加共和國:

За Доминиканскую Республику:

POR LA REPÚBLICA DOMINICANA:

LUIS LOGROÑO COHEN.

26th October, 1953.

FOR FINLAND:

POUR LA FINLANDE:

芬蘭：

За Финляндию:

POR FINLANDIA:

FOR FRANCE AND THE COUNTRIES WHICH FRANCE REPRESENTS INTERNATIONALLY:

POUR LA FRANCE ET LES PAYS DONT ELLE ASSURE LES RELATIONS INTERNATIONALES:

法蘭西及法蘭西在國際間所代表的國家：

За Францию и все страны, которые Франция представляет в международных отношениях:

POR FRANCIA Y LOS PAÍSES DE CUYAS RELACIONES INTERNACIONALES ES RESPONSABLE:

R. MASSIGLI.

26 octobre 1953.

FOR THE FEDERAL REPUBLIC OF GERMANY:

POUR LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE:

德意志聯邦共和國：

За Германскую Федеративную Республику:

POR LA REPÚBLICA FEDERAL ALEMANA:

DR. KARL MÜLLER.

30. Okt. 1953.

FOR GREECE:

POUR LA GRÈCE:

希臘：

За Грецию:

POR GRECIA:

J. PHRANTZES.

31 October 1953.

FOR HAITI:

POUR HAÏTI:

海地：

За Гаити:

POR HAITÍ:

LOVE O. LEGER.

29 octobre 1953.

FOR THE HUNGARIAN PEOPLE'S REPUBLIC: [1]

POUR LA RÉPUBLIQUE POPULAIRE DE HONGRIE:

匈牙利人民共和国：

За Венгерскую Народную Республику:

POR LA REPÚBLICA POPULAR DE HUNGRÍA:

¹ Instrument of accession deposited Dec. 18, 1953, with the following reservations, as stated in British Foreign Office note dated Dec. 23, 1953 :

"(i) In view of the fact that the Hungarian economy is a full scale planned economy, Article 8 relating to the subsidisation of exports of sugar and Articles 10 and 13 relating to limitation of production and stocks of sugar are not applicable to the Hungarian People's Republic.

"(ii) The accession on behalf of the Hungarian People's Republic to this Agreement, (which in Article 14 mentions China (Taiwan) and in Article 34 China) in no way signifies recognition of the power of the Kuomintang authorities over the territory of Taiwan or recognition of the so-called Nationalist Chinese Government as a legal and competent Government of China."

FOR INDIA:

POUR L'INDE:

印度:

За Индию:

POR LA INDIA:

FOR THE REPUBLIC OF INDONESIA:

POUR LA RÉPUBLIQUE D'INDONÉSIE:

印度尼西亞共和國:

За Индонезийскую Республику:

POR LA REPÚBLICA DE INDONESIA:

FOR ISRAEL:

POUR ISRAËL:

以色列:

За Израиль:

POR ISRAEL:

FOR ITALY:

POUR L'ITALIE:

義大利:

За Италию:

POR ITALIA:

FOR JAPAN:

POUR LE JAPON:

日本:

За Японию:

POR EL JAPÓN:

S. MATSUMOTO.

28th October, 1953.

FOR THE HASHEMITE KINGDOM OF JORDAN:

POUR LE ROYAUME DE LA JORDANIE HACHÉMITE:

約但哈希米德王國:

За Хашемитское Королевство Иордания:

POR EL REINO DE JORDANIA HACHIMITA:

FOR LEBANON:

POUR LE LIBAN:

黎巴嫩:

За Ливан:

POR EL LÍBANO:

VICTOR KHOURI.

October 31, 1953.

FOR MEXICO:

POUR LE MEXIQUE:

墨西哥:

За Мексику:

POR MÉXICO:

FRANCISCO A. DE ICAZA.

30 Octubre 1953.

FOR THE KINGDOM OF THE NETHERLANDS:

POUR LE ROYAUME DES PAYS-BAS:

荷兰王国:

За Королевство Нидерландов:

POR EL REINO DE LOS PAÍSES BAJOS:

Subject to the reservation that the agreement does not apply to the movement of sugar between the component parts of the Kingdom.

STIKKER.

30 October 1953.

FOR NEW ZEALAND:

POUR LA NOUVELLE-ZÉLANDE:

紐西蘭:

За Новую Зеландию:

POR NUEVA ZELANDIA:

FOR NICARAGUA:

POUR LE NICARAGUA:

尼加拉瓜:

За Никарагуа:

POR NICARAGUA:

FOR THE KINGDOM OF NORWAY:

POUR LE ROYAUME DE NORVÈGE:

挪威王國:

За Королевство Норвегии:

POR EL REINO DE NORUEGA:

FOR PAKISTAN:

POUR LE PAKISTAN:

巴基斯坦:

За Пакистан:

POR EL PAKISTÁN:

FOR PERU:

POUR LE PÉROU:

祕魯:

За Перу:

POR EL PERÚ:

FOR THE REPUBLIC OF THE PHILIPPINES:

POUR LA RÉPUBLIQUE DES PHILIPPINES:

菲律宾共和国:

За Филиппинскую Республику.

POR LA REPÚBLICA DE FILIPINAS:

ENRIQUE M. GARCIA.

30th October, 1953.

FOR THE POLISH PEOPLE'S REPUBLIC:

POUR LA RÉPUBLIQUE POPULAIRE DE POLOGNE:

波蘭人民共和國：

За Польскую Народную Республику:

POR LA REPÚBLICA POPULAR DE POLONIA:

E. MILNIKIEL.

31.10.1953.

1. The signing of this agreement, which in articles 14 and 34 mentions China, may under no circumstances be regarded as a recognition of the authority of the Kuomintang over the territory of Taiwan nor of the so-called "Chinese nationalist government" as the legal and competent government of China.

2. Considering the fact that the Polish People's Republic is a country of a planned economy, the provisions of the present Agreement concerning production, stocks and subsidisation of export, especially Articles 10, 13 and 3 do not apply to the Polish People's Republic.

E. MILNIKIEL.

FOR PORTUGAL:

POUR LE PORTUGAL:

葡萄牙：

За Португалию:

POR PORTUGAL:

ALBANO NOGUEIRA.

30th October, 1953.

At the time of signing the International Sugar Agreement on behalf of the Portuguese Government I desire to formulate the reservation already recorded in the Minutes of the International Sugar Conference to the effect that I do so on the understanding that the Province of Mozambique (Portuguese East Africa) will continue to export sugar to the territories of Southern Rhodesia, Northern Rhodesia, and Nyassaland, and that Portugal will be recognised as an exporting country to which, in consequence, a basic export quota will be allotted when her position shall have become that of a Net Exporter.

ALBANO NOGUEIRA.

FOR SAUDI ARABIA:

POUR L'ARABIE SAOUDITE:

蘇地亞拉伯：

За Саудовскую Аравию:

POR ARABIA SAUDITA:

FOR SPAIN:

POUR L'ESPAGNE:

西班牙：

За Испанию:

POR ESPAÑA:

FOR SWEDEN:

POUR LA SUÈDE:

瑞典：

За Швецию:

POR SUECIA:

FOR SWITZERLAND:

POUR LA SUISSE:

瑞士:

За Швейцарию:

POR SUIZA:

FOR SYRIA:

POUR LA SYRIE:

敘利亞:

За Сирию:

POR SIRIA:

FOR THE KINGDOM OF THAILAND:

POUR LE ROYAUME DE THAÏLANDE:

泰王國:

За Таиландское Королевство:

POR EL REINO DE TAILANDIA:

FOR TURKEY:

POUR LA TURQUIE:

土耳其:

За Турцию:

POR TURQUÍA:

FOR THE UNION OF SOUTH AFRICA:

POUR L'UNION SUD-AFRICaine:

南非聯邦:

За Южно-Африканский Союз:

POR LA UNIÓN SUDAFRICANA:

A. L. GEYER.

30th October, 1953.

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

POUR L'UNION DES RÉPUBLIQUES SOCIALISTES Soviétiques:

蘇維埃社會主義共和國聯盟:

За Союз Советских Социалистических Республик:

POR LA UNIÓN DE REPÚBLICAS SOCIALISTAS Soviéticas:

См. след. страницу

N. ANDRIENKO.

29th October 1953.

Подразумевается, что ввиду социально-экономического строя СССР и его планового народного хозяйства, статьи 10 и 13, касающиеся ограничений производства и запасов, а также статья 3, касающаяся субсидирования экспорта сахара, неприменимы к СССР:

Подписание от имени Союза Советских Социалистических Республик настоящего текста соглашения, упоминающего в статье 14 о Китае /Тайване/ и в статье 34 о Китае, ни в какой мере не означает признания Гоминдановской власти над территорией Тайвана, равно как и признания так называемого "национального правительства Китая" законным и правомочным правительством Китая. [¹]

Н. АНДРЕНКО.

29th October 1953.

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET Q'IRLANDE DU NORD:

大不列顛及北愛爾蘭聯合王國：

За Соединенное Королевство Великобритании и Северной Ирландии:

POR EL REINO UNIDO DE LA GRAN BRETAÑA E IRLANDA DEL NORTE:

H. D. HANCOCK.

16th October, 1953.

At the time of signing the present Agreement I declare that since the Government of the United Kingdom do not recognise the Nationalist Chinese authorities as the competent Government of China they cannot regard signature of the Agreement by a Nationalist Chinese representative as a valid signature on behalf of China.

The Government of the United Kingdom interpret Article 38(6) as requiring the Government of the country where the Council is situated to exempt from taxation the funds of the Council and the remuneration paid by the Council to those of its employees who are not nationals of the country where the Council is situated.

H. D. HANCOCK.

¹ In translation reads:

"It is understood that in view of the social-economic structure of the Union of Soviet Socialist Republics and its planned system of national economy, articles 10 and 13, concerning restrictions of production and stocks, and likewise article 3, concerning subsidizing of exports of sugar, are inapplicable to the Union of Soviet Socialist Republics.

"The signing on behalf of the Union of Soviet Socialist Republics of the preceding text of the Agreement which mentions in article 14 China (Taiwan) and in article 34 China, in no degree means the recognition of the authority of the Kuomintang over the territory of Taiwan, nor the recognition of the so-called 'Nationalist Government of China' as the legal and competent Government of China.

N. ANDRIENKO.
29th October, 1953"

FOR THE UNITED STATES OF AMERICA:

POUR LES ETATS-UNIS D'AMÉRIQUE:

美利堅合衆國:

За Соединенные Штаты Америки:

POR LOS ESTADOS UNIDOS DE AMÉRICA:

WINTHROP W. ALDRICH.

23rd October, 1953.

FOR THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA:

POUR LA RÉPUBLIQUE POPULAIRE FÉDÉRATIVE DE YUGOSLAVIE:

南斯拉夫聯邦人民共和國:

За Федеративную Народную Республику Югославии:

POR LA REPÚBLICA POPULAR FEDERATIVA DE YUGOESLAVIA:

P. TOMIĆ.

30th of October 1953.

Certified a true copy:



E. J. PASSANT.

30 NOV 1953 Librarian and Keeper of the Papers for
the Secretary of State for Foreign Affairs.

WHEREAS the Senate of the United States of America by their resolution of April 28, 1954, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Agreement with the following understanding:

"It is the understanding of the Senate, which understanding inheres in its advice and consent to the ratification of the Agreement, that no amendment of the Agreement shall be binding upon the Government of the United States unless such amendment shall be ratified by the Government of the United States in accordance with the same constitutional processes which obtained in the ratification of the original Agreement."

WHEREAS the said Agreement was duly ratified by the President of the United States of America on April 29, 1954, in pursuance of the aforesaid advice and consent of the Senate and subject to the aforesaid understanding;

WHEREAS instruments of ratification or acceptance of, or accession to, the said Agreement were deposited with the Government of the United Kingdom of Great Britain and Northern Ireland by the Governments of the following States, namely, the United Kingdom of Great Britain and Northern Ireland on December 12, 1953; Australia on December 14, 1953; Cuba on December 16, 1953; Hungary on December 18, 1953; the Dominican Republic on February 2, 1954; the Union of South Africa on March 8, 1954; the Republic of China on March 18, 1954; the Union of Soviet Socialist Republics on March 22, 1954; Mexico on April 14, 1954; Czechoslovakia on April 20, 1954; the Kingdom of the Netherlands on April 27, 1954; Haiti on April 28, 1954; Japan on April 30, 1954; the Polish People's Republic on April 30, 1954; Portugal on April 30, 1954; the Republic of the Philippines on April 30, 1954; the United States of America on May 3, 1954; Canada on June 29, 1954; the Federal Republic of Germany on July 12, 1954; the Kingdom of Belgium on July 22, 1954; and Lebanon on September 23, 1954;

WHEREAS it is provided in Article 41 (6) (i) of the said Agreement that the Agreement shall come into force on December 15, 1953, as regards Articles 1, 2, 18 and 27-46 inclusive, and on January 1, 1954, as regards Articles 3-17 and 19-26 inclusive, if on December 15, 1953, instruments of ratification, acceptance, or accession have been deposited by Governments holding 60 per cent of the votes of importing countries and 75 per cent of the votes of exporting countries under the distribution set out in Articles 33 and 34 of the said Agreement;

WHEREAS the percentage of votes of importing and exporting countries whose Governments deposited instruments of ratification, acceptance, or accession prior to December 15, 1953 was less than the required percentage provided for in Article 41 (6) (i) of the said Agreement;

WHEREAS Article 41 (6) (ii) of the said Agreement provides that, if at the end of the period of four months from December 15, 1953 the percentage of votes of importing countries or of exporting countries which have ratified, accepted, or accede to the said Agreement is less than the percentage provided for in Article 41 (6) (i), the Governments which have ratified, accepted, or accede to the Agreement may agree to put it into force among themselves;

WHEREAS, pursuant to the aforesaid provisions of Article 41 (6) (ii) of the said Agreement, the Governments which had deposited instruments of ratification, acceptance, or accession agreed to put the said Agreement into force among themselves on May 5, 1954;

NOW, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the said International Sugar Agreement to the end that the same and every article and clause thereof, subject to the understanding hereinbefore recited, shall be observed and fulfilled with good faith, on and after May 5, 1954, by the United States of America and by citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this fourth day of April in the year of our Lord one thousand nine hundred fifty-five
[SEAL] and of the Independence of the United States of America the one hundred seventy-ninth.

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

CHINA

MUTUAL DEFENSE

*Treaty signed at Washington December 2, 1954;
Ratification advised by the Senate of the United States of America
February 9, 1955;
Ratified by the President of the United States of America February 11,
1955;
Ratified by the Republic of China February 15, 1955;
Ratifications exchanged at Taipei March 3, 1955;
Proclaimed by the President of the United States of America April 1,
1955;
Entered into force March 3, 1955.
And exchange of notes
Signed at Washington December 10, 1954.*

TIAS 3178
Dec. 2, 10, 1954

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA A PROCLAMATION

WHEREAS the Mutual Defense Treaty between the United States of America and the Republic of China was signed at Washington on December 2, 1954 by their respective plenipotentiaries, the original of which Treaty in the English and Chinese languages is word for word as follows:

MUTUAL DEFENSE TREATY
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE REPUBLIC OF CHINA

The Parties to this Treaty,

Reaffirming their faith in the purposes and principles of the Charter of the United Nations and their desire to live in peace with all peoples and all Governments, and desiring to strengthen the fabric of peace in the West Pacific Area,

Recalling with mutual pride the relationship which brought their two peoples together in a common bond of sympathy and mutual ideals to fight side by side against imperialist aggression during the last war,

Desiring to declare publicly and formally their sense of unity and their common determination to defend themselves against external armed attack, so that no potential aggressor could be under the illusion that either of them stands alone in the West Pacific Area, and

Desiring further to strengthen their present efforts for collective defense for the preservation of peace and security pending the development of a more comprehensive system of regional security in the West Pacific Area,

Have agreed as follows:

ARTICLE I

The Parties undertake, as set forth in the Charter of the United Nations, to settle any international dispute in which they may be involved by peaceful means in such a manner that international peace, security and justice are not endangered and to refrain in their international relations from the threat or use of force in any manner inconsistent with the purposes of the United Nations.

Ts 003.
59 Stat. 1031

ARTICLE II

In order more effectively to achieve the objective of this Treaty, the Parties separately and jointly by self-help and mutual aid will maintain and develop their individual and collective capacity to resist armed attack and communist subversive activities directed from without against their territorial integrity and political stability.

ARTICLE III

The Parties undertake to strengthen their free institutions and to cooperate with each other in the development of economic progress and social well-being and to further their individual and collective efforts toward these ends.

ARTICLE IV

The Parties, through their Foreign Ministers or their deputies, will consult together from time to time regarding the implementation of this Treaty.

ARTICLE V

Each Party recognizes that an armed attack in the West Pacific Area directed against the territories of either of the Parties would be dangerous to its own peace and safety and declares that it would act to meet the common danger in accordance with its constitutional processes.

Any such armed attack and all measures taken as a result thereof shall be immediately reported to the Security Council of the United Nations. Such measures shall be terminated when the Security Council has taken the measures necessary to restore and maintain international peace and security.

ARTICLE VI

For the purposes of Articles II and V, the terms "territorial" and "territories" shall mean in respect of the Republic of China, Taiwan and the Pescadores; and in respect of the United States of America, the island territories in the West Pacific under its jurisdiction. The provisions of Articles II and V will be applicable to such other territories as may be determined by mutual agreement.

ARTICLE VII

The Government of the Republic of China grants, and the Government of the United States of America accepts, the right to dispose such United States land, air and sea forces in and about Taiwan and the Pescadores as may be required for their defense, as determined by mutual agreement.

ARTICLE VIII

This Treaty does not affect and shall not be interpreted as affecting in any way the rights and obligations of the Parties under the Charter of the United Nations or the responsibility of the United Nations for the maintenance of international peace and security.

ARTICLE IX

This Treaty shall be ratified by the United States of America and the Republic of China in accordance with their respective constitutional processes and will come into force when instruments of ratification thereof have been exchanged by them at Taipei.

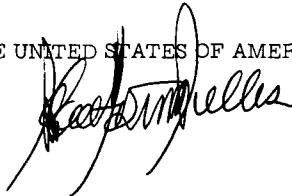
ARTICLE X

This Treaty shall remain in force indefinitely. Either Party may terminate it one year after notice has been given to the other Party.

IN WITNESS WHEREOF the undersigned Plenipotentiaries have signed this Treaty.

DONE in duplicate, in the English and Chinese languages, at Washington on this second day of December of the Year One Thousand Nine Hundred and Fifty-four, corresponding to the second day of the twelfth month of the Forty-third year of the Republic of China.

FOR THE UNITED STATES OF AMERICA:

A handwritten signature in black ink, appearing to read "George M. Clegg".

FOR THE REPUBLIC OF CHINA:

A handwritten signature in black ink, appearing to read "Wang Ching-wei".A vertical seal consisting of three stylized characters in seal script, likely representing the Republic of China.

為此，下開各全權代表爰於本條約簽字，以昭信守。

本條約用英文及中文各繕二份。

公曆一千九百五十四年十二月二日
中華民國四十三年十二月二日 訂於華盛頓。

美利堅合眾國代表：

中華民國代表：

蔣公超

第九條

本條約應由美利堅合眾國與中華民國各依其憲法程序予以批准，並將於在台北互換批准書之日起發生效力。

第十條

本條約應無限期有效。任一締約國得於廢約之通知送達另一締約國一年後，予以終止。

第七條

中華民國政府給予，美利堅合衆國政府接受，依共同協議之決定，在台灣澎湖及其附近，為其防衛所需要而部署美國陸海空軍之權利。

第八條

本條約並不影響，且不應被解釋為影響，締約國在聯合國憲章下之權利及義務，或聯合國為維持國際和平與安全所負之責任。

取恢復並維持國際和平與安全之必要措施時予以終止。

第六條

為適用於第二條及第五條之目的，所有『領土』等辭，就中華民國而言，應指台灣與澎湖；就美利堅合眾國而言，應指西太平洋區域內在其管轄下之各島嶼領土。第二條及第五條之規定，並將適用於經共同協議所決定之其他領土。

其代表，就本條約之實施隨時會商。

第五條

每一締約國承認對在西太平洋區域內任一締約國領土之武裝攻擊，即將危及其本身之和平與安全。茲並宣告將依其憲法程序採取行動，以對付此共同危險。

任何此項武裝攻擊及因而採取之一切措施，應立即報告聯合國安全理事會。此等措施應於安全理事會採

體之能力，以抵抗武裝攻擊，及由國外指揮之危害其領土完整與政治安定之共產顛覆活動。

第三條

締約國承允加強其自由制度，彼此合作，以發展其經濟進步與社會福利，並為達到此等目的，而增加其個別與集體之努力。

第四條

締約國將經由其外交部部長或

本條約締約國承允依照聯合國憲章之規定，以不危及國際和平安全與正義之和平方法，解決可能牽涉兩國之任何國際爭議，並在其國際關係中，不以任何與聯合國宗旨相悖之方式，作武力之威脅或使用武力。

第二條

為期更有效達成本條約之目的起見，締約國將個別並聯合以自助及互助之方式，維持並發展其個別及集

及為其自衛而抵抗外來武裝攻擊之共同決心，俾使任何潛在之侵略者不存在有任一締約國在西太平洋區域立於孤立地位之妄想；並願加強兩國為維護和平與安全而建立集體防禦之現有努力，以待西太平洋區域更廣泛之區域安全制度之發展；

茲議訂下列各條款。

第一條

本條約締約國
茲重申其對聯合國憲章之宗旨
與原則之信心，及其與所有人民及政
府和平相處之願望，並欲增強西太平
洋區域之和平結構；
以光榮之同感，追溯上次大戰期
間，兩國人民為對抗帝國主義侵略，而
在相互同情與共同理想之結合下，團
結一致併肩作戰之關係；
願公開正式宣告其團結之精誠，

美利堅合眾國
中華民國
共同防禦條約

WHEREAS the Senate of the United States of America by their resolution of February 9, 1955, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Treaty;

WHEREAS the said Treaty was ratified by the President of the United States of America on February 11, 1955, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified also on the part of the Republic of China on February 15, 1955;

WHEREAS it is provided in Article IX of the said Treaty that the Treaty will come into force when instruments of ratification thereof have been exchanged at Taipei;

WHEREAS the respective instruments of ratification of the said Treaty were duly exchanged at Taipei on March 3, 1955, and a protocol of exchange of instruments of ratification was signed on that date by the respective plenipotentiaries of the United States of America and the Republic of China;

AND WHEREAS, pursuant to the aforesaid provisions of Article IX of the said Treaty, the Treaty came into force on March 3, 1955;

NOW, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the said Mutual Defense Treaty between the United States of America and the Republic of China to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after March 3, 1955, 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 hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this first day of April in the year of our Lord one thousand nine hundred fifty-five
[SEAL] and of the Independence of the United States of America the one hundred seventy-ninth.

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

The Secretary of State to the Chinese Minister of Foreign Affairs

DEPARTMENT OF STATE
WASHINGTON

Dec 10 1954

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to confirm the understandings reached as a result of those conversations, as follows:

The Republic of China effectively controls both the territory described in Article VI of the Treaty of Mutual Defense between the Republic of China and the United States of America signed on December 2, 1954, at Washington and other territory. It possesses with respect to all territory now and hereafter under its control the inherent right of self-defense. In view of the obligations of the two Parties under the said Treaty and of the fact that the use of force from either of these areas by either of the Parties affects the other, it is agreed that such use of force will be a matter of joint agreement, subject to action of an emergency character which is clearly an exercise of the inherent right of self-defense. Military elements which are a product of joint effort and contribution by the two Parties will not be removed from the territories described in Article VI to a degree which would substantially diminish the defensibility of such territories without mutual agreement.

Accept, Excellency, the assurances of my highest consideration.

JOHN FOSTER DULLES
*Secretary of State of the
United States of America*

His Excellency

GEORGE K. C. YEH,

*Minister of Foreign Affairs of
The Republic of China.*

貴國務卿表示崇高之敬意。

此致

美利堅合衆國國務卿杜勒斯閣下

葉公超

中華民國四十三年十二月十日於華盛頓

貴國

並對其現在與將來所控制之一切領土
具有固有之自衛權利。鑑於兩締約國在
該條約下所負之義務，及任一締約國，
同任一區域使用武力影響另一締約國，茲
同意此項使用武力將為共同協議之事項，
但須屬行使固有自衛權利之緊急性行
動不在此限。凡由兩締約國雙方共同
努力與貢獻所產生之軍事單位，未經共
同協議，不將其謂離第六條所述各領土
至足以實際減低此等領土可能保衛之
程度。本部長謹代表本國政府證實
務紳來照所述之了解。

The Chinese Minister of Foreign Affairs to the Secretary of State

貴國務准

中華民國外交部葉部長公赴
致美國國務卿杜勒斯照會

務卿 本日 照會內開：
本人就最近責我兩國政府代表
迷次會談之結果茲證實會談所達成之
了解如下：

中華民國對於民國四十三年十二
月二日在華盛頓所簽訂之中華民國與
美利堅合衆國共同防禦條約第六條所
述之領土及其他領土均具有效之控制。

English Text of Foregoing Note

DECEMBER 10, 1954

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 recent conversations between representatives of our two Governments and to confirm the understandings reached as a result of those conversations, as follows:

"The Republic of China effectively controls both the territory described in Article VI of the Treaty of Mutual Defense between the Republic of China and the United States of America signed on December 2, 1954, at Washington and other territory. It possesses with respect to all territory now and hereafter under its control the inherent right of self-defense. In view of the obligations of the two Parties under the said Treaty and of the fact that the use of force from either of these areas by either of the Parties affects the other, it is agreed that such use of force will be a matter of joint agreement, subject to action of an emergency character which is clearly an exercise of the inherent right of self-defense. Military elements which are a product of joint effort and contribution by the two Parties will not be removed from the territories described in Article VI to a degree which would substantially diminish the defensibility of such territories without mutual agreement."

I have the honor to confirm, on behalf of my Government, the understanding set forth in Your Excellency's Note under reply.

I avail myself of this opportunity to convey to Your Excellency the assurances of my highest consideration.

GEORGE K C YEH
*Minister for Foreign Affairs of
the Republic of China*

His Excellency

JOHN FOSTER DULLES

*Secretary of State of
The United States of America*

TURKEY

EXCHANGE OF COMMODITIES AND SALE OF GRAIN

*Agreement, with annex,
Signed at Washington November 15, 1954;
Entered into force November 15, 1954.*

TIAS 3179
Nov. 15, 1954

Agreement Between the Governments of the United States of America and the Turkish Republic for the Exchange of Commodities and the Sale of Grain

*Post, pp. 683, 688,
3986.*

In recognition of the request of the Government of the Turkish Republic for 300,000 tons of United States wheat and 200,000 tons of United States feed grains and in view of the urgency of Turkey's needs, the Governments of the United States of America and of the Turkish Republic agree that assistance by the Government of the United States be provided in the following manner:

Part I

1. The Commodity Credit Corporation of the United States Department of Agriculture, acting under authority contained in Section 303 of United States Public Law 480, Eighty-third Congress, will undertake to arrange for the prompt exchange of approximately 100,000 tons of wheat for metallurgical chrome ore of Turkish origin.

*68 Stat. 459.
7 U.S.C. § 1692.*

The Commodity Credit Corporation will utilize private United States trade channels in effecting this exchange of United States wheat for Turkish chrome. The Commodity Credit Corporation may provide that part of any wheat supplied to the United States trade in this exchange may be exported to friendly countries other than Turkey, but the balance will be shipped to Turkey.

The Government of the Turkish Republic will undertake to facilitate the export of chrome ore, meeting United States stockpile specifications, against exchange contracts within eighteen months from the date of the signing of any such contracts with private United States traders.

2. The Foreign Operations Administration, in accordance with its usual policies and procedures, will finance the

68 Stat. 832.
22 U.S.C. § 1751
note.

export and sale of 30,000 tons of wheat to Turkey with defense support funds provided under United States Public Law 665, Eighty-third Congress. This financing will be provided within the amount of defense support funds now planned for Turkey during the United States fiscal year 1955. The lira deposits in payment for such transaction will be utilized by the United States for support of the armed forces of Turkey.

The Government of the Turkish Republic will undertake to facilitate this transaction by making prompt application to the Foreign Operations Administration for financing of the wheat, and by prompt procurement upon receipt of the procurement authorization from the Foreign Operations Administration.

3. The Department of Agriculture is prepared to finance the export of 70,000 tons of wheat and 125,000 tons of feed grains to Turkey for lira under Title I of United States Public Law 480, Eighty-third Congress.

United States Department of Agriculture forms, procedures and regulations, which will be supplied shortly, will govern the sale of these commodities.

The Government of the Turkish Republic will deposit, to a designated United States account in Ankara, lira equal to the dollar sales value of the commodities sold, including freight and handling, reimbursed or financed by the United States Department of Agriculture. These dollar sales values shall be converted into lira at the rate of exchange in effect on the date of the last preceding notification report. The deposit of lira to the United States account will be made upon presentation of the notification report to the Government of the Turkish Republic by the appropriate Mission official or other approved United States agent. These deposits of Turkish lira shall be used to meet United States obligations and to further Turkish development.

Part II

No later than February 15, 1955, the two Governments will consult regarding the need to meet up to 175,000 tons of Turkey's remaining grain requirements. If it is mutually determined by the two Governments that the emergency needs of Turkey cannot otherwise be met, the United States Government will undertake to make available:

1. Up to 100,000 tons of wheat:
 - a. 70 percent to be financed by the Foreign Operations

Administration with defense support funds under United States Public Law 665, Eighty-third Congress; this financing will be provided within the amount of defense support funds now planned for Turkey during the United States fiscal year 1955; and

- b. 30 percent to be provided by the Department of Agriculture under Title I of United States Public Law 480, Eighty-third Congress.

68 Stat. 455.
7 U.S.C. §§ 1701-1709.

2. Up to 75,000 tons of feed grains to be provided by the Department of Agriculture under Title I of United States Public Law 480, Eighty-third Congress.

Turkish lira deposited in payment for commodities supplied in Part II will be utilized in the manner prescribed in Part I for the utilization of Turkish lira developed through the operations of United States Public Law 665, Eighty-third Congress, and Title I of United States Public Law 480, Eighty-third Congress, respectively.

The Government of the Turkish Republic agrees that the grain involved in this Agreement is necessary and will be used for domestic consumption and consequently it undertakes that no grain will be exported prior to July 1, 1955, or such earlier date as may be agreed upon between the two Governments, excepting up to 20,000 tons of Siha wheat, which may be exported to the Federal Republic of Germany, and up to 5,000 tons of low-grade durum wheat which may be exported to Greece. Further, the Government of the United States may, after consultation with the Government of the Turkish Republic, stop shipments of bread grains or feed grains under Part I or Part II if it is determined by the United States that further Turkish needs for these commodities can otherwise be met.

Attached as an annex hereto, and forming an integral part of this Agreement, is the *Memorandum of Understanding between the Governments of the United States of America and the Turkish Republic Relative to Surplus Agricultural Commodities under Title I of United States Public Law 480, Eighty-third Congress*.

This Agreement shall enter into force upon the date of signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed this agreement.

Done at Washington this fifteenth day of November, 1954.

For the Government of the
United States of America:

HENRY A. BYROADE

For the Government of the
Turkish Republic:

MELIH ESENBEL

*Annex***Memorandum of Understanding between the Governments of the United States of America and the Turkish Republic Relative to Surplus Agricultural Commodities under Title I of United States Public Law 480, Eighty-third Congress**

The Government of the United States of America and the Government of the Turkish Republic:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States in these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the purchase of surplus agricultural commodities produced in the United States for Turkish lira will assist in achieving such an expansion of trade;

Considering that the Turkish lira accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which govern the sales of surplus agricultural commodities by the Government of the United States of America pursuant to the Agricultural Trade Development and Assistance Act of 1954, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I***SALE FOR LOCAL CURRENCY***

1. Subject to the negotiation and execution of supplemental commodity agreements referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance the sale for Turkish lira of certain agricultural commodities determined to be surplus pursuant to the Agricultural Trade Development and Assistance Act of 1954 to purchasers authorized by the Government of the Turkish Republic.
2. The two Governments will conclude supplemental agreements which, together with the terms of this Agreement, shall apply to the sale of commodities and the uses of the currency accruing from such sales. The supplemental agreements shall include provisions relating to the sale and delivery of commodities, the time and cir-

cumstances of deposit of such currency, and other relevant matters. The provisions of such supplemental agreements will be incorporated in procurement authorizations issued by the Government of the United States and subject to acceptance by the Government of the Turkish Republic.

ARTICLE II

USES OF LOCAL CURRENCY

1. The two Governments agree that the Turkish lira accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America for the following purposes in the percentages shown:

- a. Uses of local currency accruing under Part I, Section 3, of Agreement to which this Memorandum of Understanding is annexed:
 - (i) To pay United States obligations abroad: the Turkish lira equivalent of the dollar cost of 50 percent of the wheat and feed grains.
 - (ii) For loans to promote multilateral trade and economic development, made through established banking facilities of the friendly nation from which the Foreign currency was obtained or in any other manner which the President of the United States of America may deem to be appropriate (strategic materials, services, or foreign currencies may be accepted in payment of such loans): 50 percent of the Turkish lira equivalent of the dollar cost of the wheat and feed grains.
- b. Uses of local currency accruing under Part II, Section 1 (b) and Section 2, of Agreement to which this Memorandum of Understanding is annexed.
 - (i) To pay United States obligations abroad: the Turkish lira equivalent of the dollar cost of 50 percent of the wheat and feed grains.
 - (ii) For loans to promote multilateral trade and economic development, made through established banking facilities of the friendly nation from which the foreign currency was obtained or in any other manner which the President of the United States may deem to be appropriate (strategic materials, services, or foreign currencies may be accepted in payment of such loans): 50 percent of the

Turkish lira equivalent of the dollar cost of the wheat and feed grains.

2. The Turkish lira currency accruing under this Agreement shall be expended by the United States Government for the purposes stated in paragraph 1 of this Article in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III

GENERAL UNDERTAKINGS

1. The Government of the Turkish Republic agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes, of surplus agricultural commodities purchased pursuant to the provisions of the Agricultural Trade Development and Assistance Act of 1954, and to assure that its purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.
2. The two Governments agree that they will take reasonable precautions to assure that all sales of surplus agricultural commodities pursuant to the Agricultural Trade Development and Assistance Act of 1954 will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.
3. In carrying out this Agreement the two Governments will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

ARTICLE IV

CONSULTATION

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation or arrangements carried out pursuant to this Agreement.

PANAMA

COLÓN CORRIDOR AND CERTAIN OTHER CORRIDORS THROUGH THE CANAL ZONE

Convention signed at Panamá May 24, 1950;

TIAS 3180

Ratification advised by the Senate of the United States of America May 24, 1950

August 9, 1950;

*Ratified by the President of the United States of America August 21,
1950;*

Ratified by Panama April 4, 1955;

Ratifications exchanged at Panamá April 11, 1955;

*Proclaimed by the President of the United States of America April 18,
1955;*

Entered into force April 11, 1955.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a convention between the United States of America and the Republic of Panama regarding the Colón Corridor and certain other corridors through the Canal Zone was signed at Panamá on May 24, 1950 by their respective plenipotentiaries, the original of which convention, in the English and Spanish languages, is word for word as follows:

CONVENTION BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF PANAMA
REGARDING THE COLON CORRIDOR AND CERTAIN OTHER
CORRIDORS THROUGH THE CANAL ZONE

The United States of America and the Republic of Panamá,
Desirous of giving permanent and due form to the under-
 takings embodied in the modus vivendi regarding a change in
the alignment of the Colón Corridor and related matters, effected
by exchange of notes between the Ambassador of the United States
of America to Panamá and the Minister of Foreign Relations of
Panamá, signed May 26, 1947, have decided to conclude a Conven-
tion for that purpose, and to that end have designated as their
Plenipotentiaries:

TIAS 2029.
62 Stat. pt. 3,
p. 3933.

The President of the United States of America:

The Honorable Monnett B. Davis, Ambassador Extraor-
dinary and Plenipotentiary of the United States of
America to the Republic of Panamá; and

The President of the Republic of Panamá:

His Excellency Dr. Carlos N. Brin, Minister of Foreign
Relations of the Republic of Panamá;

Who, having communicated their respective full powers to each other, which have been found to be in good and due form, have agreed upon the following:

Article I

Article V of the Boundary Convention between the United States of America and the Republic of Panamá signed September 2, 1914 is hereby amended insofar as to effect the following change in the boundary between the City of Colón and the Canal Zone:

TS 610.
38 Stat. 1893.

Beginning at Monument "B", which is a brass plug located on the existing boundary between the City of Colón and the Canal Zone (as established in Article V of the Boundary Convention of 1914) said Monument "B" being in North Latitude $9^{\circ} 21' + 1468.75$ feet and West Longitude $79^{\circ} 54' + 1894.74$ feet, as referred to the Panamá-Colón datum of the Canal Zone Triangulation system, and in the center of Bolívar Avenue between 13th and 14th Streets; thence $S\ 15^{\circ}\ 57'\ 40''\ E$, 117.10 feet along the centerline of Bolívar Avenue to Monument No. A-8, which is a brass plug located at the intersection with the centerline of 14th Street projected westerly, in North Latitude $9^{\circ} 21' + 1356.18$ feet and West Longitude $79^{\circ} 54' + 1862.57$ feet; thence $N\ 73^{\circ}\ 59'\ 35''\ E$, 172.12 feet along the centerline of 14th Street to Monument No. A-7, which is a brass plug located at the intersection with the line of the west curb of Boundary Street projected northerly, in North Latitude $9^{\circ} 21' + 1403.64$ feet and West Longitude $79^{\circ} 54' + 1697.12$ feet; thence southerly along the westerly curb of Boundary Street and its prolongation to Monument No. A-4, which is a brass plug located at the intersection of two curves, in North Latitude $9^{\circ} 21' + 833.47$ feet and West Longitude $79^{\circ} 54' +$

980.94 feet (this last mentioned course passes through a curve to the left with a radius of 40.8 feet and the intersection of its tangents at point A-6 in North Latitude $9^{\circ} 21' + 1306.23$ feet and West Longitude $79^{\circ} 54' + 1669.37$ feet, and a curve to the right with a radius of 1522 feet with the point of intersection of its tangents at point A-5 in North Latitude $9^{\circ} 21' + 958.14$ feet and West Longitude $79^{\circ} 54' + 1105.89$ feet); thence through a curve to the left with a radius of 262.2 feet and the intersection of its tangents at point A-3 in North Latitude $9^{\circ} 21' + 769.07$ feet and West Longitude $79^{\circ} 54' + 955.43$ feet; a curve to the right with a radius of 320.0 feet and the intersection of its tangents at point A-2 in North Latitude $9^{\circ} 21' + 673.38$ feet and West Longitude $79^{\circ} 54' + 836.40$ feet; and a curve to the left with a radius of 2571.5 feet and the intersection of its tangents at point A-1 in North Latitude $9^{\circ} 21' + 302.15$ feet and West Longitude $79^{\circ} 54' + 680.96$ feet to Monument No. "A", which is an 8-inch square concrete monument with a 1-1/2 inch round brass plug in the top stamped "R.P." and "C.Z.", in North Latitude $9^{\circ} 21' + 45.60$ feet at West Longitude $79^{\circ} 54' + 487.65$ feet; thence N $21^{\circ} 34' 50''$ E, 136.19 feet to Monument "Z" which is a 1-1/2 inch brass plug in North Latitude $9^{\circ} 21' + 172.24$ feet and West Longitude $79^{\circ} 54' + 437.56$ feet, located on the southwest corner of the concrete dock projecting into Folks River and on the existing boundary between the City of Colón and the Canal Zone (as established in Article V of the Boundary Convention of 1914 and which is the mean low water line of Folks River).

The boundary described above is shown on Map 1, Exhibit A, which accompanies and forms part of the present Convention.

Article II

The tracts of land transferred from the City of Colón to the Canal Zone by the boundary change stipulated in Article I of the present Convention are considered to form part of the Canal Zone in the same manner as though they had been included within the grants contained in the Convention of November 18, 1903 between the High Contracting Parties. The Republic of Panamá undertakes that no private titles exist in and to such tracts of land.

TS 431.
33 Stat. 2234.

The United States of America undertakes that no private titles exist in and to the tracts of land transferred from the Canal Zone to the City of Colón by the boundary change referred to above.

Article III

Article VIII of the General Treaty of Friendship and Cooperation between the United States of America and the Republic of Panamá, signed March 2, 1936, is hereby amended to read as follows: TS 945.
53 Stat., pt. 3,
p. 1818.

In order that the City of Colón may enjoy direct means of land communication under Panamanian jurisdiction with other territory under jurisdiction of the Republic of Panamá, the United States of America hereby transfers to the Republic of Panamá jurisdiction over a corridor, the exact limits of which are described below:

Beginning on the boundary between the City of Colón and the Canal Zone (as amended by Article I of the present Convention) in the vicinity of Folks River, at the intersection of the centerline

of the Corridor pavement and the boundary line, which point, referred to the Panamá-Colón datum of the Canal Zone Triangulation system is in North Latitude $9^{\circ} 21'$ plus 72.77 feet and West Longitude $79^{\circ} 54'$ plus 476.90 feet; from this point of beginning, the corridor extends southeasterly and northeasterly to the Canal Zone-Republic of Panamá boundary in the vicinity of Cativá. The points of intersection of the tangents and the radii of the curves on the centerline of the corridor, are as follows:

<u>N. Latitude</u>	<u>W. Longitude</u>	<u>Radius</u>
$9^{\circ} 21' + 77.09$ feet	$79^{\circ} 54' + 647.44$ feet	2546 feet
$9^{\circ} 20' + 2357.50$ feet	$79^{\circ} 53' + 1709.27$ feet	2546 feet
$9^{\circ} 20' + 3587.27$ feet	$79^{\circ} 52' + 1783.97$ feet	1910 feet
$9^{\circ} 20' + 4980.93$ feet	$79^{\circ} 52' + 407.46$ feet	2864 feet
$9^{\circ} 21' + 347.87$ feet	$79^{\circ} 51' + 4318.91$ feet	5729 feet

The intersection with the Canal Zone-Republic of Panamá boundary line is in North Latitude $9^{\circ} 21' + 2701.32$ feet and West Longitude $79^{\circ} 50' + 5709.94$ feet.

The corridor from the City of Colón-Canal Zone boundary to the Randolph Road crossing is one hundred (100) feet in width, fifty (50) feet each side of the centerline. From the Randolph Road crossing to the Canal Zone-Republic of Panamá boundary line near Cativá, the corridor is two hundred (200) feet in width, one hundred (100) feet each side of the centerline. This centerline is fourteen (14) feet south of and parallel to the centerline of the two-lane pavement now existing from the Escondido Bridge to the Canal Zone Boundary. The corridor is interrupted by and does not include any part of Randolph Road or railroad right-of-way. However, at any elevated crossing which may be built by or

at the expense of the Republic of Panamá over Randolph Road and the railroad, the corridor will be no wider than is necessary to include the viaduct. The above corridor is shown on Maps 2 and 3, Exhibit B, accompanying the present Convention.

The Government of the United States of America will extinguish any private titles existing or which may exist in and to the land included in the above-described corridor.

The elevated crossing that may be built over Randolph Road and the railroad shall be constructed in substantial conformity with the plans for such construction set forth in Exhibit D^[1] accompanying the present Convention.

The corridor road, between Randolph Road and the boundary line between the City of Colón and the Canal Zone, including the storm and sanitary sewerage facilities made necessary by such road, will be constructed, by or at the expense of the Government of Panamá, in substantial conformity with the plans for such construction as set forth in Exhibit E^[1] which accompanies the present Convention. The Government of Panamá will at all times maintain in good structural condition the drainage facilities through the fills constructed for the corridor road.

No other construction will take place within the corridor than that relating to the construction of a highway and to the installation of electric power, telephone and telegraph lines; and the only activities which will be conducted within the said corridor will be those pertaining to the construction, maintenance and common uses of a highway and of power and communication lines.

The Government of the United States of America shall have the right to construct highways connecting Bolívar Highway and the highway forming the Colón entrance to the corridor.

¹ Exhibit D, comprising 9 separate large-scale sheets, and Exhibit E, comprising 7 separate large-scale sheets, are not reproduced. They are deposited with the Convention in the archives of the Department of State where they are available for reference.

The United States of America shall enjoy at all times the right of unimpeded transit across the said corridor at any point, and of travel along the corridor and along the Colón entrance to the corridor, subject to such traffic regulations as may be established by the Government of the Republic of Panamá; and the Government of the United States of America shall have the right to such use of the corridor as would be involved in the construction of connecting or intersecting highways or railroads, overhead and underground power, telephone, telegraph and pipe lines, and additional drainage channels, on condition that these structures and their use shall not interfere with the purpose of the corridor as provided hereinabove.

Article IV

Subject to the terms, where applicable, of Article III of the present Convention, the United States of America transfers to the jurisdiction of the Republic of Panamá certain areas named below wherein the Boyd-Roosevelt Highway passes through the Canal Zone, in order that said sections of the Highway be within the jurisdiction of the Republic of Panamá. These areas are delineated in Exhibit C accompanying the present Convention, as follows: the Gatún River crossing (Map 4); the Quebrada Madronal channel change, approximately one mile north of the Chagres River Bridge (Map 5); the area between the Quebrada Madronal and the Quebrada Moja Polla, including the Chagres River crossing (Map 5); the Chilibre River crossing (Map 6); and the Madden Road crossing (Map 7).

At the crossings of the Gatún River, Chagres River, Chilibre River and Madden Road Corridor, the corridors are no wider than the respective bridges or viaduct and do not include,

in the case of the former, any part of the waterways they traverse or, in the case of the latter, any part of Madden Road Corridor.

At the Quebrada Madronal channel change and between the Quebrada Madronal and the Quebrada Moja Polla (except for the Chagres River crossing) the corridor is two hundred (200) feet in width, one hundred (100) feet on each side of the centerline. The centerline of these two corridors is fourteen (14) feet west of and parallel to the centerline of the two-lane pavement now existing.

Article V

The provisions of the present Convention shall not affect the rights and obligations of either of the two High Contracting Parties under the treaties or other international agreements now in force between the two countries, nor be considered as a limitation, definition, restriction or restrictive interpretation of such rights and obligations, but without prejudice to the full force and effect of any provisions of the present Convention which constitute addition to, modification of or abrogation of, or substitution for the provisions of previous treaties or other international agreements.

Article VI

The present Convention shall be ratified in accordance with the constitutional methods of the High Contracting Parties and shall enter into force immediately on the exchange of ratifications which shall take place at Panamá.

CONVENCIÓN ENTRE LOS ESTADOS UNIDOS DE AMÉRICA
Y LA REPÚBLICA DE PANAMA SOBRE EL CORREDOR DE COLÓN Y
CIERTOS OTROS CORREDORES A TRAVES DE LA ZONA DEL CANAL

Los Estados Unidos de América y la República de Panamá, animados por el deseo de dar forma apropiada y permanente a los compromisos comprendidos en el modus vivendi relativo a un cambio en el trazado del Corredor de Colón y asuntos conexos, efectuado mediante canje de notas entre el Embajador de los Estados Unidos de América en Panamá y el Ministro de Relaciones Exteriores de Panamá, firmado el 26 de mayo de 1947, han resuelto celebrar una Convención con ese propósito, y en tal virtud han designado como sus Plenipotenciarios:

El Presidente de los Estados Unidos de América:

A Su Excelencia el señor Monnett B. Davis, Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América en la República de Panamá; y

El Presidente de la República de Panamá:

A Su Excelencia el Doctor Carlos N. Brin, Ministro de Relaciones Exteriores de la República de Panamá;

Quienes, habiéndose comunicado sus respectivos plenos poderes, los que han sido hallados en buena y debida forma, han convenido en lo siguiente:

Artículo I

El Artículo V de la Convención de Límites entre los Estados Unidos de América y la República de Panamá, firmada el 2 de septiembre de 1914, queda modificado a fin de efectuar el siguiente

cambio en la línea limítrofe entre la ciudad de Colón y la Zona del Canal:

Comenzando en el Monumento "B", el cual es una barrita de bronce enclavada en la línea limítrofe existente entre la ciudad de Colón y la Zona del Canal (según se estipuló en el Artículo V de la Convención de Límites de 1914) hallándose dicho Monumento "B" en Latitud Norte $9^{\circ} 21' + 1468.75$ pies y Longitud Oeste $79^{\circ} 54' + 1894.74$ pies, con referencia a la base Panamá-Colón del Sistema de Triangulación de la Zona del Canal, y en el centro de la Avenida Bolívar entre las Calles 13 y 14; de allí S $15^{\circ} 57' 40''$ E, 117.10 pies a lo largo de la línea central de la Avenida Bolívar al Monumento No. A-8, el cual es una barrita de bronce enclavada en la intersección con la línea central de la Calle 14 prolongada en sentido Oeste, en Latitud Norte $9^{\circ} 21' + 1356.18$ pies y Longitud Oeste $79^{\circ} 54' + 1862.57$ pies; de allí N $73^{\circ} 59' 35''$ E, 172.12 pies a lo largo de la línea central de la Calle 14 al Monumento No. A-7, el cual es una barrita de bronce enclavada en la intersección con la línea del cordón occidental de la Calle del Límite prolongada en sentido Norte, en Latitud Norte $9^{\circ} 21' + 1403.64$ pies y Longitud Oeste $79^{\circ} 54' + 1697.12$ pies; de allí en sentido Sur a lo largo del cordón occidental de la Calle del Límite y su prolongación al Monumento No. A-4, el cual es una barrita de bronce enclavada en la intersección de dos curvas, en Latitud Norte $9^{\circ} 21' + 833.47$ pies y Longitud Oeste $79^{\circ} 54' + 980.94$ pies (esta línea últimamente mencionada pasa a lo largo de una curva a la izquierda con radio de 40.8 pies e intersección de sus tangentes en el punto A-6 en Latitud Norte $9^{\circ} 21' + 1306.23$ pies y Longitud Oeste $79^{\circ} 54' + 1669.37$ pies, y de una curva a la derecha con radio de 1522 pies e intersección de sus tangentes en

el punto A-5 en Latitud Norte 9° 21' + 958.14 pies y Longitud Oeste 79° 54' + 1105.89 pies); de allí a lo largo de una curva a la izquierda con radio de 262.2 pies e intersección de sus tangentes en el punto A-3 en Latitud Norte 9° 21' + 769.07 pies y Longitud Oeste 79° 54' + 955.43 pies; una curva a la derecha con radio de 320.0 pies e intersección de sus tangentes en el punto A-2 en Latitud Norte 9° 21' + 673.38 pies y Longitud Oeste 79° 54' + 836.40 pies; y una curva a la izquierda con radio de 2571.5 pies e intersección de sus tangentes en el punto A-1 en Latitud Norte 9° 21' + 302.15 pies y Longitud Oeste 79° 54' + 680.96 pies al Monumento No. "A", el cual es un Monumento de hormigón de 8 pulgadas en cuadro, con una barrita redonda de bronce de 1-1/2" que tiene grabadas en la parte superior las letras "R.P." y "C.Z.", en Latitud Norte 9° 21' + 45.60 pies y Longitud Oeste 79° 54' + 487.65 pies; de allí N 21° 34' 50" E, 136.19 pies al Monumento "Z", el cual es una barrita de bronce de 1-1/2" en Latitud Norte 9° 21' + 172.24 pies y Longitud Oeste 79° 54' + 437.56 pies enclavada en la esquina Sudoeste del muelle de hormigón que se interna en Folks River y sobre la línea limítrofe existente entre la ciudad de Colón y la Zona del Canal (según se estipuló en el Artículo V de la Convención de Límites de 1914 y la cual es la línea media de la bajamar en Folks River). La Línea Limítrofe descrita arriba aparece en el Mapa 1, Anexo A, que acompaña y forma parte de esta Convención.

Artículo II

Las parcelas de terreno que se transfieren de la ciudad de Colón a la Zona del Canal como consecuencia de los cambios limítrofes estipulados en el Artículo I de esta Convención son

considerados como parte de la Zona del Canal de la misma manera que si hubieran sido incluidos en las concesiones contenidas en la Convención de 18 de noviembre de 1903 entre las Altas Partes Contratantes. La República de Panamá se compromete a que no existan títulos de propiedad privada sobre dichas parcelas de terreno.

Los Estados Unidos de América se comprometen a que no existan títulos de propiedad privada sobre las parcelas de terreno que se transfieren de la Zona del Canal a la ciudad de Colón como consecuencia del cambio limítrofe ya descrito.

Artículo III

El Artículo VIII del Tratado General de Amistad y Cooperación entre los Estados Unidos de América y la República de Panamá, firmado el 2 de marzo de 1936, queda modificado en la forma siguiente:

Con el fin de que la ciudad de Colón pueda disfrutar de un medio directo de comunicación por tierra, bajo jurisdicción panameña, con el resto del territorio bajo jurisdicción de la República de Panamá, los Estados Unidos de América transfieren jurisdicción a la República de Panamá sobre un corredor cuyos límites exactos se describen a continuación:

Comenzando en la línea limítrofe entre la ciudad de Colón y la Zona del Canal (según ha sido modificada por el Artículo I de la presente Convención) en la vecindad de Folks River, en la intersección de la línea central del pavimento del corredor con la línea limítrofe, punto que está, con referencia a la base Panamá-Colón del Sistema de Triangulación de la Zona del Canal, en Latitud Norte 9° 21' + 72.77 pies y Longitud Oeste 79° 54' +

476.90 pies; de este punto de partida, el corredor se extiende en sentidos Sudeste y Nordeste al límite de la Zona del Canal y la República de Panamá en la vecindad de Cativá. Los puntos de intersección de las tangentes y los radios de las curvas sobre la linea central del corredor, son los siguientes:

<u>Latitud Norte</u> <u>Latitud N</u>	<u>Longitud Oeste</u> <u>Longitud O</u>	<u>Radios</u>
9° 21' + 77.09 pies	79° 54' + 647.44 pies	2546 pies
9° 20' + 2357.50 pies	79° 53' + 1709.27 pies	2546 pies
9° 20' + 3587.27 pies	79° 52' + 1783.97 pies	1910 pies
9° 20' + 4980.93 pies	79° 52' + 407.46 pies	2864 pies
9° 21' + 347.87 pies	79° 51' + 4318.91 pies	5729 pies

La intersección con la linea limitrofe Zona del Canal-República de Panamá está en Latitud Norte 9° 21' + 2701.32 pies y Longitud Oeste 79° 50' + 5709.94 pies.

El corredor desde la linea limitrofe de la Ciudad de Colón con la Zona del Canal hasta el cruce del Camino de Randolph es de cien (100) pies de anchura, cincuenta (50) pies a cada lado de la linea central. Del cruce del Camino de Randolph a la linea limitrofe de la Zona del Canal con la República de Panamá, cerca de Cativá, el corredor tiene doscientos (200) pies de anchura, cien (100) pies a cada lado de la linea central. Esta linea central se halla a catorce (14) pies al Sur y paralela a la linea central del pavimento de dos vias actualmente existente desde el puente de Río Escondido hasta la linea limitrofe de la Zona del Canal. El corredor está interrumpido por el Camino de Randolph y no comprende parte alguna del mismo ni de la servidumbre de tránsito del ferrocarril. Sin embargo, en cualquier cruce elevado que se construya por o a costa de la República de Panamá sobre el Camino de Randolph y el ferrocarril, el Corredor no tendrá más

anchura que la necesaria para incluir el viaducto. El mencionado Corredor aparece en los Mapas 2 y 3, Anexo B, que acompañan a esta Convención.

El Gobierno de los Estados Unidos de América invalidará cualesquiera títulos de propiedad privada existentes o que puedan existir respecto de las tierras comprendidas dentro del Corredor antes descrito.

El cruce elevado que se construya sobre el Camino de Randolph y el ferrocarril se conformará, en sustancia, con los planos expuestos para dicha construcción en el Anexo D, que acompaña esta Convención.

El Camino del Corredor, entre el Camino de Randolph y la línea limítrofe entre la Ciudad de Colón y la Zona del Canal,-- incluyendo las obras de desague y sanitarias que dicho camino requiera,--que sea construido por el Gobierno de Panamá o a su costa lo será sustancialmente de conformidad con los planos expuestos para dicha construcción en el Anexo E, que acompaña a esta Convención. El Gobierno de Panamá mantendrá en todo tiempo en buena condición estructural los desagües de los rellenos construidos para el Camino del Corredor.

No se harán dentro del Corredor otras obras fuera de las relativas a la construcción de una carretera y a la instalación de líneas de transmisión de energía eléctrica, de teléfonos y telégrafos; y las únicas actividades que serán ejercidas dentro de dicho corredor serán las correspondientes a la construcción, mantenimiento y usos comunes de una carretera y de líneas de comunicación y de transmisión de fuerza.

El Gobierno de los Estados Unidos tendrá el derecho de construir carreteras que empalmen con la Carretera Bolívar y

con la carretera que forme la entrada de Colón al corredor.

Los Estados Unidos de América disfrutarán en todo tiempo del derecho de tránsito irrestricto a través de dicho corredor, por cualquier punto y el de transitar a lo largo de dicho corredor y de la entrada de Colón al corredor, con sujeción a los reglamentos de tráfico que sean establecidos por el Gobierno de la República de Panamá; y el Gobierno de los Estados Unidos de América tendrá derecho al uso del corredor en cuanto pueda ser necesario para la construcción de empalmes o cruces de carreteras o ferrocarriles, de líneas de transmisión de fuerza, aéreas o subterráneas, líneas de teléfonos, de telégrafos, o de tuberías y de canales de drenaje adicionales, a condición de que estas estructuras y el uso de ellas no estorben los fines del corredor, según lo arriba estipulado.

Artículo IV

Con sujeción a las estipulaciones del Artículo III de esta Convención, en cuanto ellas sean aplicables, los Estados Unidos de América transfieren a la jurisdicción de la República de Panamá ciertas áreas que se mencionan más adelante en las cuales la Carretera Boyd-Roosevelt atraviesa territorio de la Zona del Canal, a fin de que dichos tramos de la carretera estén dentro de la jurisdicción de la República de Panamá. Estas áreas están delineadas en el Anexo C, que acompaña a esta Convención, así:

El cruce del Río Gatún (Mapa 4); el cambio del lecho de la Quebrada Madroñal, aproximadamente una milla al Norte del puente sobre el Río Chagres (Mapa 5); el área comprendida entre la Quebrada Madroñal y la Quebrada Moja Polla incluyendo el cruce del Río Chagres (Mapa 5); el cruce del Río Chilibre (Mapa 6); y el cruce de la Carretera Madden (Mapa 7).

En los cruces del Río Gatún, el Río Chagres, el Río Chilibre y el corredor de la Carretera Madden, los corredores no tienen mayor anchura que la de los respectivos puentes o viaductos, y no comprenden, en el caso de los primeros, parte alguna de las vías fluviales que atraviesan, y en el caso del último, parte alguna del corredor de la Carretera Madden.

En el cambio del lecho de la Quebrada Madroñal y entre la Quebrada Madroñal y la Quebrada Moja Polla (salvo el cruce del Río Chagres) el corredor es de una anchura de doscientos (200) pies, cien (100) pies a cada lado de la línea central. La línea central de estos dos corredores está a catorce (14) pies al Oeste y paralela a la línea central del pavimento de dos vías actualmente existentes.

Artículo V

Las estipulaciones de esta Convención no afectarán los derechos y obligaciones de ninguna de las dos Altas Partes Contratantes y según los tratados u otros acuerdos internacionales vigentes hoy entre los dos países, ni serán consideradas como limitación, definición, restricción o interpretación restrictiva de tales derechos y obligaciones, pero sin perjuicio del pleno vigor y efecto de las estipulaciones de esta Convención que constituyen adición, modificación, abrogación o subrogación de las estipulaciones de los tratados u otros acuerdos internacionales anteriores.

Artículo VI

La presente Convención será ratificada de acuerdo con los métodos constitucionales de las Altas Partes Contratantes y entrará en vigor inmediatamente después del canje de ratificaciones que tendrá lugar en Panamá.

IN WITNESS WHEREOF, the Plenipotentiaries have signed the present Convention in duplicate, in the English and Spanish languages, both texts being authentic, and have hereunto affixed their seals.

DONE at the City of Panamá the 24th day of May 1950.

EN FE DE LO CUAL los Plenipotenciarios han firmado esta Convención en duplicado, en inglés y en español, siendo ambos textos auténticos, y han estampado en ella sus sellos.

HECHO en la Ciudad de Panamá el dia 24 de Mayo de 1950.

FOR THE UNITED STATES OF AMERICA:
POR LOS ESTADOS UNIDOS DE AMERICA:



[SEAL]

FOR THE REPUBLIC OF PANAMA:
POR LA REPUBLICA DE PANAMA:



[SEAL]

AND WHEREAS the Senate of the United States of America, by their resolution of August 9, 1950, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid convention;

AND WHEREAS the aforesaid convention was duly ratified by the President of the United States of America on August 21, 1950, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the Republic of Panama;

AND WHEREAS the respective instruments of ratification of the aforesaid convention were duly exchanged at Panamá on April 11, 1955;

AND WHEREAS it is provided in Article VI of the aforesaid convention that the convention shall enter into force immediately on the exchange of instruments of ratification;

Now, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the aforesaid convention between the United States of America and the Republic of Panama regarding the Colón Corridor and certain other corridors through the Canal Zone to the end that the said convention and each and every article and clause thereof may be observed and fulfilled on and after April 11, 1955 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 hereunto set my hand 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
[SEAL] fifty-five and of the Independence of the United States
of America the one hundred seventy-ninth.

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

PANAMA

HIGHWAY CONVENTION

TIAS 3181
Sept. 14, 1950

*Signed at Panamá September 14, 1950;
Ratification advised by the Senate of the United States of America
July 4, 1952;
Ratified by the President of the United States of America July 18, 1952;
Ratified by Panama April 4, 1955;
Ratifications exchanged at Panamá April 11, 1955;
Proclaimed by the President of the United States of America April 18,
1955;
Entered into force April 11, 1955.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA A PROCLAMATION

WHEREAS a highway convention between the United States of America and the Republic of Panama was signed at Panamá on September 14, 1950 by their respective plenipotentiaries, the original of which convention, in the English and Spanish languages, is word for word as follows:

HIGHWAY CONVENTION
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE REPUBLIC OF PANAMA
SEPTEMBER 14, 1950

CONVENCION SOBRE CARRETERAS
ENTRE
LOS ESTADOS UNIDOS DE AMERICA
Y
LA REPUBLICA DE PANAMA
14 DE SEPTIEMBRE 1950

HIGHWAY CONVENTION

CONVENCION
SOBRE CARRETERAS

The United States of America
and the Republic of Panamá,

Having in mind their interest
in the maintenance of highways
essential to the security and de-
fense of the Panama Canal, have
decided to conclude a Highway
Convention, and to this end have
designated as their Plenipoten-
tiaries:

The President of the United
States of America:

The Honorable Monnett B.
Davis, Ambassador Extraordinary
and Plenipotentiary of the United
States of America to the Republic
of Panamá; and

The President of the
Republic of Panamá:

His Excellency Dr. Carlos
N. Brin, Minister of Foreign
Relations of the Republic of
Panamá;

Los Estados Unidos de
América y La República de
Panamá, teniendo en mente su
interés en el mantenimiento
de las carreteras esenciales
a la seguridad y defensa del
Canal de Panamá, han decidido
celebrar una Convención sobre
Carreteras, y en tal virtud
han designado como sus
Plenipotenciarios:

El Presidente de los Es-
tados Unidos de América:

A Su Excelencia el señor
Monnett B. Davis, Embajador
Extraordinario y Plenipoten-
ciario de los Estados Unidos
de América, en la República
de Panamá; y

El Presidente de la Repú-
blica de Panamá:
A Su Excelencia el Doctor
Carlos N. Brin, Ministro de
Relaciones Exteriores de la
República de Panamá;

Who, having communicated to each other their respective full powers, which have been found to be in good and due form, have agreed upon the following:

ARTICLE I

In consideration of the obligations assumed by the Republic of Panamá in the present Convention, the United States of America assumes the responsibility for maintenance, at its expense, of that portion of the Boyd-Roosevelt Highway which begins at the southeast pavement edge of Randolph Road, near Coco Solito, Latitude N 9° 20' + 2715.5 feet, Longitude W 79° 52' + 5991.72 feet, and which ends at the intersection of the highway with the Tumba Muerto Road, Latitude N 8° 59' + 2383.0 feet, Longitude W 79° 32' + 784.0 feet. The above limits and the course of the highway are shown on the map which accompanies this Convention and is marked

Quienes, habiéndose comunicado sus respectivos plenos poderes, los que han sido hallados en buena y debida forma, han convenido en lo siguiente:

ARTICULO I

En consideración a las obligaciones asumidas por la República de Panamá en la presente Convención, los Estados Unidos de América asumen la responsabilidad del mantenimiento, a su costa, de la parte de la Carretera Boyd-Roosevelt que comienza en el borde sureste del pavimento del Camino Randolph, cerca de Coco Solito, Latitud N 9° 20' + 2715.5 piés, Longitud O 79° 52' + 5991.72 piés, y la cual termina en la intersección de la carretera con el camino de Tumba Muerto, Latitud N 8° 59' + 2383.0 piés, Longitud O 79° 32' + 784.0 piés. Los límites antes expresados y el recorrido de la carretera

Exhibit A.

ARTICLE II

The Republic of Panamá agrees to prevent any encroachments which might interfere in any way with the safe use or proper maintenance of the Boyd-Roosevelt Highway within the limits prescribed in Article I of the present Convention.

ARTICLE III

The Republic of Panamá agrees to assume any and all liability which may accrue on account of damage to or loss of property, or on account of personal injury or death arising out of or in connection with or resulting from maintenance, within the jurisdiction of the Republic of Panamá of the portion of the Boyd-Roosevelt Highway referred to in Article I of the present Convention; but this Article shall not apply to any liability accruing on

figuran en el mapa que acompaña a esta Convención, distinguido como Anexo A.

ARTICULO II

La República de Panamá conviene en evitar cualquiera intrusión que pueda estorbar en cualquiera forma el uso seguro o el mantenimiento apropiado de la Carretera Boyd-Roosevelt dentro de los límites prescritos en el Artículo I de la presente Convención.

ARTICULO III

La República de Panamá conviene en asumir todas y cualesquieras obligaciones que puedan resultar a causa de daños o pérdidas de propiedades o a causa de lesiones personales o fallecimiento provenientes de, o relacionados con, o resultantes del mantenimiento, dentro de la jurisdicción de la República de Panamá, de la parte de la Carretera Boyd-Roosevelt a que se refiere el Artículo I de la presente Convención; pero este Artículo no se apli-

account of damage to or loss of property utilized by the United States of America in the maintenance of such portion of the highway, or on account of the personal injury or death of any employee of the United States of America engaged in the maintenance of such portion of the highway.

cará a ninguna obligación resultante a causa de daños o pérdidas de propiedades utilizadas por los Estados Unidos de America en el mantenimiento de esa parte de la carretera, o a causa de lesiones o fallecimiento de cualquier empleado de los Estados Unidos de América ocupado en el mantenimiento de esa parte de la carretera.

ARTICLE IV

The Republic of Panama agrees to furnish free of charge in natural deposits, all stone, gravel, sand, earth or other natural products desired by the United States of America for the performance of the maintenance responsibility assumed in Article I of the present Convention, where such deposits occur on the public domain, so long as such materials cannot be easily obtained in the Canal Zone, and also to arrange for any easements that may be necessary to gain access to such deposits so long as the

ARTICULO IV

La República de Panamá conviene en proporcionar libre de costo, en los depósitos naturales, toda la piedra, cascajo, arena, tierra y otros productos naturales que los Estados Unidos de América deseen para el desempeño de la responsabilidad de mantenimiento asumida en el Artículo I de la presente Convención, en los sitios donde dichos depósitos se encuentren en tierras de dominio público, siempre que tales materiales no puedan ser fácilmente adquiridos en la Zona del Canal y conviene también

arrangements for these easements do not entail unreasonable expenses to the Republic of Panamá.

en hacer los arreglos para cualesquiera facilidades que sean necesarias a fin de obtener acceso a esos depósitos, mientras estos arreglos no causen erogaciones irrazonables a la República de Panamá.

ARTICLE V

The Republic of Panamá agrees that there shall not be imposed any import duties or taxes of any kind upon any property, equipment or materials utilized by the United States of America in the maintenance, within the jurisdiction of the Republic of Panamá, of the portion of the Boyd-Roosevelt Highway referred to in Article I of the present Convention; and that there shall not be imposed contributions or charges of a personal character of any kind upon employees of the United States of America engaged in the maintenance of such portion of the highway.

ARTICULO V

La República de Panamá conviene en no imponer derechos de importación ni contribuciones de ninguna clase a la propiedad, equipos o materiales que utilicen los Estados Unidos de América en el mantenimiento, dentro de la jurisdicción de la República de Panamá, de la parte de la Carretera Boyd-Roosevelt a que se refiere el Artículo I de la presente Convención; y que no se impondrán contribuciones o gravámenes de carácter personal de ninguna clase a los empleados de los Estados Unidos de América ocupados en el mantenimiento de dicha parte de la carretera.

ARTICLE VI

The Republic of Panamá

ARTICULO VI

La República de Panamá

agrees to provide without cost to the United States of America throughout the life of this Convention a right-of-way which shall be 100 feet in width from each side of the center line of the portion of the Boyd-Roosevelt Highway described in Article I of the present Convention: Provided, however, that in areas where it is unnecessary or impracticable in the opinion of either Government to provide a right-of-way of the full width hereinbefore prescribed, and in areas where it is necessary and practicable in the opinion of either Government to provide a right-of-way of greater width than that hereinbefore prescribed, the width of the right-of-way shall be as agreed upon between representatives to be designated by the two Governments: And provided further that this paragraph shall not apply to the corridors referred to in Articles III

conviene en proporcionar sin costo para los Estados Unidos de América mientras dure esta Convención una servidumbre la cual será de 100 pies de anchura a cada lado de la línea central de la parte de la Carretera Boyd-Roosevelt descrita en el Artículo I de la presente Convención; siendo entendido, sin embargo, que en áreas donde es impracticable o innecesario a opinión de uno de los dos Gobiernos proporcionar una servidumbre de la anchura total anteriormente prescrita aquí y en áreas donde sea necesario y practicable a opinión de uno de los dos Gobiernos proporcionar una servidumbre de mayor anchura de la anteriormente prescrita aquí, la anchura de la servidumbre será la convenida entre los representantes que se designen por los dos Gobiernos; y siendo entendido también que este párrafo no se aplicará a los corredores a los cuales

TIAS 3180.
Ante, p. 461.

and IV of the Convention re-
garding the Colón Corridor
signed May 24, 1950.

se referieren los Artículos
III y IV de la Convención
sobre el Corredor de Colón
firmada el 24 de Mayo de 1950.

ARTICLE VII

In consideration of the obligations assumed by the United States of America in the present Convention, the Republic of Panamá accords to the United States of America the free and unimpeded use without cost of all public roads within the jurisdiction of the Republic of Panamá, and of the Ancón Cove Dock, Taboga Island, and the roads leading therefrom, including the road to El Vigía Reservation, subject to the laws and regulations relating to vehicular traffic in force in the Republic of Panamá.

ARTICULO VII

En consideración a las obligaciones asumidas por los Estados Unidos de América en la presente Convención, la República de Panamá concede a los Estados Unidos de América el uso libre e irrestricto y sin costo de todos los caminos públicos situados dentro de la jurisdicción de la República de Panamá, y del muelle de la Ensenada de Ancón, Isla de Taboga y los caminos que de allí conducen, incluyendo el camino a la reserva de El Vigía con sujeción a las leyes y reglas relativas al tránsito de vehículos, vigentes en la República de Panamá.

ARTICLE VIII

The Governments of the United States of America and the Republic of Panamá shall maintain in a suitable condition at all times those

ARTICULO VIII

Los Gobiernos de los Estados Unidos de América y la República de Panamá mantendrán en condición apropiada en todo momento todos los caminos de

surfaced roads which are essential for the protection and security of the Republic of Panamá and the Panama Canal and for the maintenance of which they are respectively responsible. Whenever either Government is unable to perform its maintenance obligations, as undertaken in this Article, the other Government will cooperate in the making of such repairs as are determined by the Board constituted by Article IX of the present Convention to be essential to the road or roads involved. The cost of such repairs shall be borne by the Government originally responsible for maintenance under the terms of the present Convention.

ARTICLE IX

There is hereby constituted a Board, to be known as the Joint Highway Board, consisting of two qualified representatives appointed by

superficie que son esenciales para la protección y seguridad de la República de Panamá y el Canal de Panamá y de cuyo mantenimiento son respectivamente responsables. Cuando quiera que alguno de los dos Gobiernos no esté en condiciones de cumplir sus obligaciones de mantenimiento, según se estipulan en este Artículo, el otro Gobierno cooperará en la ejecución de las reparaciones que determine la Junta constituida por el Artículo IX de la presente Convención como esenciales para el camino o caminos de que se trate. El costo de dichas reparaciones lo sufragará el Gobierno originalmente responsable del mantenimiento según los términos de la presente Convención.

ARTICULO IX

Se constituye por el presente una Junta que será conocida como Junta Mixta de Caminos, consistente de dos representantes idóneos

each of the High Contracting Parties. It shall be the responsibility of the Board to advise the two Governments relative to matters and problems arising in connection with the execution of the provisions of the present Convention.

ARTICLE X

The provisions of the present Convention shall not affect the rights and obligations of either of the two High Contracting Parties under the treaties or other international agreements now in force between the two countries, nor be considered as a limitation, definition, restriction or restrictive interpretation of such rights and obligations, but without prejudice to the full force and effect of any provisions of the present Convention which constitute addition to, modification or abrogation of, or substitution for the provisions of previous treaties

designados por cada una de las Altas Partes Contratantes. Esta Junta tendrá la responsabilidad de asesorar a los dos Gobiernos en lo relativo a los asuntos y problemas que surjan en relación con el cumplimiento de las estipulaciones de la presente Convención.

ARTICULO X

Las estipulaciones de la presente Convención no afectarán los derechos y obligaciones de ninguna de las dos Altas Partes Contratantes según los tratados o otros acuerdos internacionales, actualmente vigentes entre los dos países, ni se considerarán como limitación, definición, restricción o interpretación restrictiva de tales derechos y obligaciones, sin perjuicio del pleno vigor y efecto de las estipulaciones de la presente Convención que constituyan adición, modificación, abrogación o sustitución de las estipulaciones de tratados

or other international agreements. ó otros convenios internacionales previos.

ARTICLE XI

1. The present Convention shall be ratified in accordance with the constitutional methods of the High Contracting Parties and shall enter into force immediately on the exchange of instruments of ratification which shall take place in Panamá.

2. The present Convention shall remain in force for twenty years and thereafter unless terminated in accordance with the provisions of paragraph 3 of this Article.

3. Either High Contracting Party may, by giving one year's written notice to the other High Contracting Party, terminate the present Convention at the end of the initial twenty-year period or at any time thereafter.

ARTICULO XI

1. La presente Convención será ratificada de acuerdo con los métodos constitucionales de las Altas Partes Contratantes y entrará en vigor inmediatamente después del canje de los instrumentos de ratificación, el cual tendrá lugar en Panamá.

2. La presente Convención permanecerá en vigor por veinte años y después de ese período, a menos que sea terminada de acuerdo con las estipulaciones del parágrafo 3 del presente Artículo.

3. Cualquiera de las dos Altas Partes Contratantes puede mediante aviso por escrito dado a la otra Alta Parte Contratante con un año de anticipación, terminar la presente Convención al finalizar el período inicial de veinte años o en

cualquier momento después
del mismo.

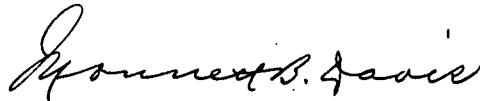
IN WITNESS WHEREOF, the
Plenipotentiaries have signed
the present Convention in
duplicate in the English and
Spanish languages, both texts
being authentic, and have
hereunto affixed their seals.

En fé de lo cual, los
Plenipotenciarios han
firmado la presente Con-
vención en duplicado, en
inglés y en español, siendo
ambos textos auténticos, y
han estampado en ella sus
sellos.

DONE at the city of
Panamá the 14th day of
September 1950.

Hecha en la ciudad de
Panamá, el día 14 de Septiem-
bre de 1950.

FOR THE UNITED STATES OF AMERICA:
POR LOS ESTADOS UNIDOS DE AMERICA:

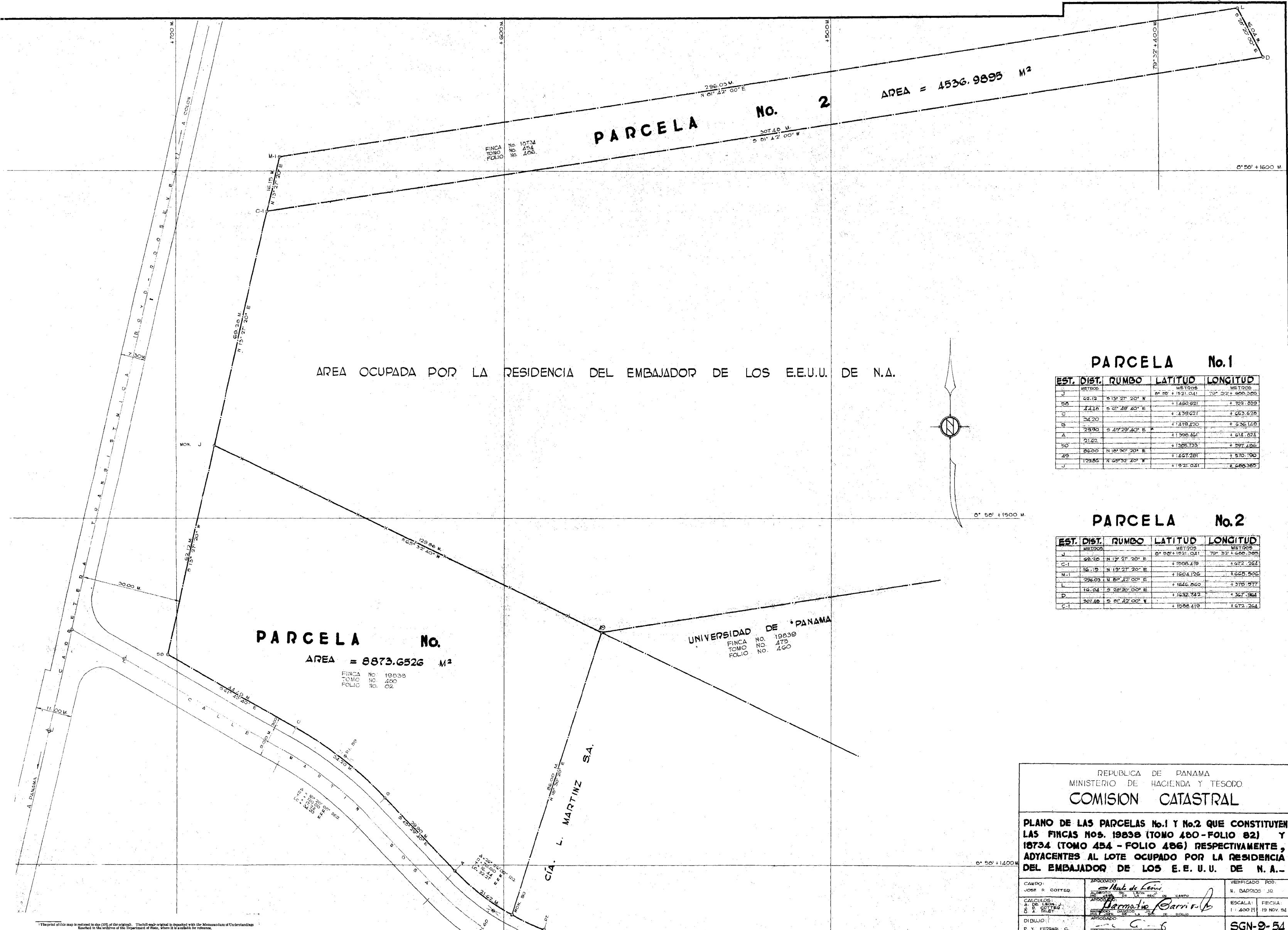


[SEAL]

FOR THE REPUBLIC OF PANAMA:
POR LA REPUBLICA DE PANAMA;



[SEAL]



AND WHEREAS the Senate of the United States of America, by their resolution of July 4, 1952, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid convention;

AND WHEREAS the aforesaid convention was duly ratified by the President of the United States of America on July 18, 1952, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the Republic of Panama;

AND WHEREAS the respective instruments of ratification of the aforesaid convention were duly exchanged at Panamá on April 11, 1955;

AND WHEREAS it is provided in Article XI of the aforesaid convention that the convention shall enter into force immediately on the exchange of instruments of ratification;

Now, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the aforesaid highway convention between the United States of America and the Republic of Panama to the end that the said convention and each and every article and clause thereof may be observed and fulfilled on and after April 11, 1955 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 hereunto set my hand 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
[SEAL] fifty-five and of the Independence of the United States
of America the one hundred seventy-ninth.

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

BELGIUM

MUTUAL DEFENSE ASSISTANCE

*Agreement signed at Brussels November 17, 1953;
Entered into force March 10, 1955.*

TIAS 3182
Nov. 17, 1953

AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND BELGIUM
RELATING TO THE DISPOSAL OF
REDISTRIBUTABLE AND EXCESS
PROPERTY FURNISHED IN CONNECTION
WITH THE MUTUAL DEFENSE
ASSISTANCE PROGRAM,
SIGNED AT BRUSSELS
ON 17th NOVEMBER, 1953.

ACCORD
ENTRE
LES ETATS-UNIS D'AMERIQUE
ET LA BELGIQUE
SUR L'AIDE POUR LA
DEFENSE MUTUELLE EXCEDENTAIRE
ET REDISTRIBUABLE,
SIGNÉ A BRUXELLES,
LE 17 NOVEMBRE 1953.

**AGREEMENT BETWEEN
THE UNITED STATES OF
AMERICA AND BELGIUM
RELATING TO THE DIS-
POSAL OF REDISTRIBU-
TABLE AND EXCESS
PROPERTY FURNISHED
IN CONNECTION WITH
THE MUTUAL DEFENSE
ASSISTANCE PROGRAM.**

TIAS 2010.
1 UST 1.

TIAS 2601.
3 UST, pt. 4, p. 4529.

The Governments of the United States of America and Belgium;

Being parties to the Mutual Defense Assistance Agreement signed at Washington on January 27, 1950, as amended by the notes exchanged between the two Governments on January 7, 1952;

Desiring to set forth certain principles and procedures relating to the disposal of redistributable and excess property furnished in connection with the Mutual Defense Assistance Program;

Have agreed as follows:

Article 1.

Equipment.

The Government of Belgium will report to the United States Military Assistance Advisory Group such equipment and materials furnished under end item programs as are no longer required in the furtherance of its Mutual Defense Assistance Program.

TIAS 3182

**ACCORD ENTRE LES
ETATS-UNIS D'AMERI-
QUE ET LA BELGIQUE
SUR L'AIDE POUR LA DE-
FENSE MUTUELLE EX-
CEDENTAIRE ET REDIS-
TRIBUABLE.**

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement belge;

Etant parties à l'Accord sur l'Aide pour la Défense Mutuelle signé à Washington le 27 janvier 1950, modifié par l'échange de notes entre les deux Gouvernements en date du 7 janvier 1952;

Désireux de fixer certains principes et modalités relatifs à l'affectation à donner au matériel excédentaire et susceptible de redistribution fourni en application du Programme d'Aide pour la Défense Mutuelle;

Sont convenus de ce qui suit:

Article 1.

Le Gouvernement belge communiquera au Groupe consultatif d'Assistance Militaire des Etats-Unis, un relevé de l'équipement et du matériel fournis dans le cadre du programme de livraison d'équipement et dont il n'a plus besoin pour la réalisation du Programme d'Aide pour la Défense Mutuelle.

Article 2.

The Government of the United States of America may accept title to such equipment and materials for transfer to a third country or for such other disposition as may be determined by the Government of the United States of America.

Article 3.

When title is accepted by the Government of the United States of America, such equipment and materials will be delivered free alongside ship at a Belgian port in case ocean shipment is required, or delivered free on board inland carrier at a shipping point in Belgium designated by the United States Military Assistance Advisory Group in the event ocean shipping is not required.

Article 4.

Such property reported as no longer required in the Mutual Defense Assistance Program of the Government of Belgium and as not accepted by the Government of the United States of America for redistribution or return will be disposed of as agreed between the two Governments.

Article 2.

Le Gouvernement des Etats-Unis pourra reprendre cet équipement et ce matériel pour les livrer à un tiers pays ou pour en disposer à son gré.

*Title, etc.**Article 3.*

Si le Gouvernement des Etats-Unis reprend cet équipement et ce matériel, ceux-ci seront rendus "free alongside ship" dans un port belge, lorsque le transport doit se faire par mer; sinon ils seront rendus "free on board" du moyen de transport intérieur au point d'embarquement en Belgique à désigner par le MAAG.

*Delivery.**Article 4.*

L'équipement et le matériel que le Gouvernement belge aura indiqués comme n'étant plus nécessaires à la réalisation de son Programme d'Aide pour la Défense Mutuelle et qui ne sera pas repris par le Gouvernement des Etats-Unis pour redistribution ou pour retour, recevront une affectation à convenir entre le Gouvernement belge et celui des Etats-Unis.

Other disposition.

*Article 5.***Return.**

The equipment and materials mentioned in the preceding paragraphs will be returned to the Government of the United States of America in the state in which it is found at the moment of restitution, without the Government of Belgium being responsible for its rehabilitation.

Article 5.

L'équipement et le matériel visés aux paragraphes qui précédent seront remis au Gouvernement des Etats-Unis dans l'état où ils se trouvent au moment de leur restitution sans que le Gouvernement belge puisse être engagé à leur remise en état.

*Article 6.***Sales limitation.**

Moreover, such equipment and materials may not, after being returned to the Government of the United States of America, be sold on the Belgian market without the prior assent of the Government of Belgium.

Article 6.

De même, cet équipement et ce matériel ne pourront—après leur restitution au Gouvernement américain—être mis en vente sur le marché belge sans l'assentiment préalable du Gouvernement belge.

*Article 7.***Salvage or scrap.**

Any salvage or scrap from property furnished under the Mutual Defense Assistance Agreement shall be reported to the Government of the United States of America in accordance with Article 1 above and shall be disposed of in accordance with Articles 2, 3, and 4. Salvage or scrap which is not accepted by the United States of America will be used to support the defense effort of Belgium or other countries to whom military assistance is being furnished by the United States of America.

Article 7.

L'existence de tout surplus récupérable ou mitraille provenant d'équipement ou matériel fourni dans le cadre de l'Accord d'Aide Mutuelle sera portée à la connaissance du Gouvernement des Etats-Unis, conformément à l'article 1 du présent Accord. Ce surplus ou mitraille sera utilisé conformément aux articles 2, 3 et 4 dudit Accord. Tout surplus ou mitraille qui ne sera pas accepté par le Gouvernement des Etats-Unis sera utilisé pour soutenir l'effort de défense de la Belgique ou d'autres pays auxquels les Etats-Unis accordent leur aide militaire.

Article 8.

This Agreement shall come into force when the Government of Belgium has notified the Government of the United States of America [¹] of ratification by Belgium.

In witness whereof the representatives of the two Governments, duly authorized for the purpose, have signed this Agreement.

Done at Brussels, in duplicate, in the English and French languages, both texts authentic, this 17th November, 1953.

FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA,

POUR LE GOUVERNEMENT
DES ETATS-UNIS D'AMERIQUE,

F M ALGER Jr.

[SEAL]

Article 8.

Le présent Accord entrera en vigueur au moment où sa ratification en Belgique aura été notifiée au Gouvernement des Etats-Unis d'Amérique par le Gouvernement belge.

Entry into force.

En foi de quoi, les représentants des deux Gouvernements, dûment autorisés à cet effet, ont signé le présent Accord.

Fait à Bruxelles, en deux exemplaires, en anglais et en français, les deux textes faisant également foi, ce 17 novembre 1953.

FOR THE GOVERNMENT OF
BELGIUM,

POUR LE GOUVERNEMENT
BELGE,

PAUL VAN ZEELAND

[SEAL]

¹ Mar. 10, 1955.

PAKISTAN

Mutual Security: Defense Support Assistance

*Agreement signed at Karachi January 11, 1955;
Entered into force January 11, 1955.*

TIAS 3183
Jan. 11, 1955

AGREEMENT BETWEEN THE GOVERNMENT OF PAKISTAN AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA ON UNITED STATES AID UNDER CHAPTER 3—DEFENSE SUPPORT—OF TITLE I IN THE MUTUAL SECURITY ACT OF 1954

68 Stat. 838.
22 U.S.C. §§ 1841-
1842.

The Government of the United States of America and the Government of Pakistan,

In order to contribute further to the development of Pakistan's capacity to maintain its independence and security, in a manner which will assist the people of Pakistan in strengthening the economy of their country as a sound basis for a strong democratic society, and

In order to provide the basis upon which the Government of the United States is prepared to extend defense support assistance to the Government of Pakistan,

Have agreed as follows:

Article I

The Government of the United States will, subject to the requirements and conditions of any applicable United States legislation and to the availability of funds for this purpose, furnish to the Government of Pakistan such commodities, services or such other assistance as may be requested by it and authorized by the Government of the United States. The two Governments will, from time to time and as necessary, negotiate detailed arrangements to carry out the provisions of this Agreement.

Article II

For the period ending June 30, 1955, the Government of the United States is prepared to allocate about Sixty Million Dollars (\$60,000,000) for the furnishing of assistance under this Agreement, provided that the two Governments agree on the content

of such a program in time to obligate such funds within the periods during which they will be legally available for this purpose. Future allocations of funds by the United States for assistance requested by Pakistan may be made in accordance with this Agreement and subject to the availability of funds for this purpose; the Government of the United States will notify the Government of Pakistan of any such allocations. The two Governments will cooperate to assure that any procurement under this program will be carried out at reasonable prices and on reasonable terms, and in order to achieve the greatest benefit from the assistance will agree on terms and conditions for the distribution and use within Pakistan of items and services which may be made available under this Agreement.

Article III

A. In order to assure maximum benefits to the people of Pakistan from assistance furnished under this Agreement, the Government of Pakistan will continue to use its best endeavors:

1. To assure efficient use of all resources available to it and to promote the economic development of Pakistan on a sound basis;
2. To assure that the commodities and services obtained under this Agreement are used exclusively for the purposes for which furnished;
3. To foster and maintain the stability of its currency and confidence in its economic condition; and
4. To take measures insofar as practicable, and to cooperate with other countries, to reduce barriers to international trade and to prevent, on the part of private or public enterprises, business practices or business arrangements which restrain competition or limit access to markets, whenever such practices hinder domestic or international trade.

B. The Government of Pakistan will:

1. Join in promoting international understanding and good will, and maintaining world peace;
2. Take such action as may be mutually agreed upon to eliminate causes of international tension;
3. Make, consistent with its political and economic stability, the full contribution permitted by its manpower, resources, facilities and general economic condition to the development and maintenance of its own defensive strength and the defensive strength of the free world;

4. Take all reasonable measures which may be needed to develop its defense capacities; and
5. Take appropriate steps to insure the effective utilization of any assistance provided by the United States in furtherance of the purposes of such assistance.

Article IV

The provisions of this Article shall apply with respect to assistance which may be furnished by the Government of the United States of America on a grant basis:

1. The Government of Pakistan will establish in its own name a Special Account (referred to below as the "Special Account") in the State Bank of Pakistan. The Government of Pakistan will deposit in this account amounts of local currency at least equivalent to the dollar cost to the Government of the United States of all commodities, services, and other assistance furnished pursuant to this Agreement. It is understood that such deposits by the Government of Pakistan shall be made not later than forty (40) days after notification has been given to the Government of Pakistan by the Government of the United States that there has been disbursement of funds for commodities or services furnished to the Government of Pakistan pursuant to this Agreement, except that with regard to the disbursement of funds for goods not intended for sale the Government of the United States may defer the date of deposit of equivalent local currency beyond the specified forty days.

2. It is understood, further, that in the event that there are any sums accruing to the Government of Pakistan, or to any of the States or Provinces of Pakistan from the sale of any commodities, services, or other assistance supplied under this Agreement, or otherwise accruing to the Government of Pakistan or the States or Provinces of Pakistan as a result of the import of such commodities or services, then the amounts deposited in the Special Account shall not be less than the total of any such sales proceeds, provided, however, that computations of and adjustments on such sales proceeds shall be made every six months. Representatives of the two Governments will promptly agree upon necessary reasonable accounting procedures for arriving at aggregate accruals for the purposes of this paragraph. It is understood, further, that the sums accruing from any such sale shall include import duties imposed and collected by any agency of the Government of Pakistan or any of its constituent states. The Government of

Pakistan may at any time make advance deposits into the Special Account.

3. The rate of exchange to be used for the purpose of computing the rupee equivalent to be deposited under paragraph 1 of this Article, shall be the par value at the time of notification for the Pakistan rupee agreed with the International Monetary Fund, provided that this par value is the single rate then applicable to the purchase of dollars for commercial transactions in Pakistan. If there is no agreed par value or if there are two or more effective rates that are not unlawful for the purchase of dollars for commercial transactions the particular rates used shall be those effective rates (including the amount of any exchange tax, surcharge, bonus, or value of any exchange certificate) which, at the time of deposit, are applicable to the purchase of other dollars for similar imports.

4. Drawings upon the Special Account shall be made by mutual consent. Such drawings will be made for programs in furtherance of the objectives of this Agreement, as may be from time to time agreed between the two Governments. The Government of Pakistan will make available to the Government of the United States such amounts (but not to exceed five percent) of the deposits made into the Special Account as may be requested from time to time by the Government of the United States for any of its expenditures in Pakistan, including its administrative and operating expenditures in Pakistan in connection with any assistance supplied by the Government of the United States to the Government of Pakistan under this Agreement. Any unencumbered balance of funds which may remain in the Special Account upon termination of assistance under this Agreement shall be disposed of as may be agreed between the two Governments.

Article V

1. Any assistance furnished under this Agreement on a loan basis shall be made available subject to the terms of separate agreements to be arranged between the Government of Pakistan and the Export-Import Bank of Washington, an agency of the United States.

2. In the period ending June 30, 1955, it is agreed that of the amount referred to in Article II about Twenty Million Dollars (\$20,000,000) shall be made available on loan terms for the development of Pakistan's economic strength.

Article VI

The Government of Pakistan will receive persons designated by the Government of the United States to discharge the responsibilities of the latter Government under this Agreement and will permit continuous observation and review by such persons of programs of assistance under this Agreement, including the utilization of any such assistance. The Government of Pakistan will cooperate in facilitating the discharge of these responsibilities by such persons, and will provide the United States with full and complete information relating to programs under this Agreement, including statements on the use of assistance received. Upon appropriate notification by the Government of the United States, the Government of Pakistan will accord such persons and accompanying members of their families, except as may otherwise be mutually agreed, the privileges and immunities specified in paragraphs 4 and 5 of the 1954 Supplementary Program Agreement for Technical Cooperation and Economic Assistance between the two Governments, signed at Karachi on December 28, 1953.

TIAS 2889.
4 UST 2807.

Article VII

The Government of Pakistan will so deposit, segregate or assure title to all funds allocated to or derived from any program of assistance undertaken by the Government of the United States so that such funds shall not, except as may otherwise be mutually agreed, be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government.

The Government of Pakistan will permit and give full publicity to the objectives and progress of the program under this Agreement and will make public each quarter full statements of operations under it, including information as to the use of funds, commodities and services made available under the Agreement.

Article VIII

1. This Agreement shall enter into force upon signature and shall remain in force until ninety days after the receipt by either Government of written notice of the intention of the other Government to terminate it, except that arrangements for repayment of loans pursuant to Article V shall remain in force on their own terms.

2. The two Governments will consult at any time at the request of either of them on any matter relating to the application or amendment of this Agreement.

3. This Agreement is complementary to existing agreements between the two Governments and is not intended to supersede or modify them.

DONE at Karachi in duplicate in the English language, this 11th day of January, 1955.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:

HORACE A HILDRETH

Horace A. Hildreth
*Ambassador of the
United States of America
in Pakistan*

FOR THE GOVERNMENT
OF PAKISTAN

MOHAMAD ALI

Mohamad Ali
*Minister for Finance and
Economic Affairs*

[SEAL]

[SEAL]

PAKISTAN

SURPLUS AGRICULTURAL COMMODITIES

*Agreement signed at Karachi January 18, 1955;
Entered into force January 18, 1955.*

TIAS 3184
Jan. 18, 1955

AGREEMENT BETWEEN THE GOVERNMENT OF PAKISTAN AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA ON SURPLUS AGRICULTURAL COMMODITIES UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT OF 1954

The Government of the United States of America and the Government of Pakistan:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States in these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the purchase of surplus agricultural commodities produced in the United States, and products thereof, for Pakistan rupees will assist in achieving such an expansion of trade;

Considering that the rupees accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which govern the sales of surplus agricultural commodities by the Government of the United States of America pursuant to the Agricultural Trade Development and Assistance Act of 1954, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities

68 Stat. 454.
7 U.S.C. § 1691 note.

Have agreed as follows:

ARTICLE I

SALE FOR LOCAL CURRENCY

1. Subject to the negotiation and execution of supplemental commodity agreements referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance the sale for Pakistan rupees of certain agricultural commodities determined to be surplus pursuant to the Agricultural

Trade Development and Assistance Act of 1954 to purchasers authorized by the Government of Pakistan in an amount of approximately \$29.4 million.

2. The two Governments will conclude supplemental agreements which, together with the terms of this Agreement, shall apply to the sale of commodities and the uses of the currency accruing from such sales. The supplemental agreements shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of such currency, and other relevant matters. The provisions of such supplemental agreements will be incorporated in purchase authorizations issued by the Government of the United States and subject to acceptance by the Government of Pakistan.

ARTICLE II

USES OF LOCAL CURRENCY

1. The two Governments agree that rupees accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used for the following purposes in the approximate amounts shown:

To help develop new markets for United States agricultural commodities on a mutually benefiting basis; \$2.0 million

To procure military equipment, materials, facilities and services for the common defense; \$14.46 million

To pay United States obligations in Pakistan; \$2.94 million

For loans to promote multilateral trade and economic development, made through established banking facilities of the friendly nation from which the foreign currency was obtained or in any other manner which the President may deem appropriate. Strategic materials, services, or foreign currencies may be accepted in payment of such loans; \$10.0 million

2. The rupees accruing under this agreement shall be expended for the purposes stated in paragraph 1 of this Article in such manner and order of priority as the Government of the United States shall determine after discussion with the Government of Pakistan.

ARTICLE III

GENERAL UNDERTAKINGS

1. The Government of Pakistan agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States) of surplus agricultural commodities purchased pursuant to the provisions of the Agricultural Trade Development and Assistance Act of 1954, and to assure that its purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.

2. The two Governments agree that they will take reasonable precautions to assure that all sales of surplus agricultural commodities pursuant to the Agricultural Trade Development and Assistance Act of 1954 will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.

3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

ARTICLE IV

CONSULTATION

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation or arrangements carried out pursuant to this Agreement.

ARTICLE V

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Karachi in duplicate, this 18th day of January, 1955.

FOR THE GOVERNMENT OF FOR THE GOVERNMENT
THE UNITED STATES OF AMERICA: OF PAKISTAN:

HORACE A. HILDRETH

Horace A. Hildreth
*Ambassador of the
United States of America
in Pakistan*

MOHAMAD ALI

Mohamad Ali
*Minister for Finance and
Economic Affairs*

[SEAL]

[SEAL]

PAKISTAN

TECHNICAL COOPERATION

*Agreement supplementing the agreement of February 9, 1951, as
supplemented.*

TIAS 3185
Jan. 18, 1955

*Signed at Karachi January 18, 1955;
Entered into force January 18, 1955.*

1955 SUPPLEMENTARY PROGRAM AGREEMENT FOR TECHNICAL COOPERATION BETWEEN THE GOVERN- MENT OF PAKISTAN AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Pursuant to the general "Agreement for Technical Cooperation Between the United States of America and Pakistan," signed on the 9th day of February, 1951, and the "Supplementary Agreement for Technical Cooperation Between the United States of America and Pakistan," signed on the 2nd day of February, 1952, the Governments of the United States of America and Pakistan

TIAS 2254.
2 UST 1008.

TIAS 2506.
3 UST, pt. 3, p. 3767.

Have further agreed as follows:

1. In furtherance of the aforesaid Agreements, the Government of the United States of America will make available for the period ending June 30, 1955, up to \$5,300,000 for the extension of existing projects and for additional projects of technical cooperation as agreed from time to time by the designated representative of the Government of Pakistan and the Director of the United States of America Operations Mission to Pakistan; for the salaries and other expenses of the technicians and specialists furnished by the United States of America; and for training activities carried on outside Pakistan.

2. The Government of Pakistan agrees that it will make available sufficient rupees to defray all rupee costs of agreed projects; such sums in the aggregate will be not less than a sum of rupees commensurate in value with the dollars made available for such projects by the United States of America.

3. The contributions of the two governments for agreed projects shall constitute a Joint Fund to be administered by the Representative of the Pakistan Government and the Director of the United States of America Operations Mission to Pakistan as co-directors of this cooperative program. Expenditures made by either Government in accordance with its own fiscal procedures and as agreed by the co-directors (by exchange of letters or other written memorandum) shall be credited to the respective Government's contribution to such Joint Fund; and all expenditures from such Joint Fund shall be pursuant to such agreement by the co-directors.

4. All persons employed by the Government of the United States of America in its service who are assigned to duties in Pakistan in connection with the technical cooperation program and projects and accompanying members of their families shall be exempt from Pakistan income tax with respect to:

- a. Salaries and emoluments paid to them by the Government of the United States of America, and
- b. Any non-Pakistani income upon which they are obliged to pay income tax or social security taxes of the Government of the United States of America.

Such persons and members of their families shall receive exemption during their stay in Pakistan from the payment of customs import duties and sales taxes on their personal and household goods and professional effects brought into the country for their own use and shall be exempt from any requirement of import licenses in respect of such goods and effects, subject to the following conditions:

- i) the concession is confined to direct imports only and not to local purchase or clearances from bond;
- ii) no Pakistan foreign exchange is involved in such imports;
- iii) the number of motor cars imported by any such employee under the concession will not exceed one;
- iv) goods imported under this concession will not be sold or disposed of in Pakistan and in the event of their sale or disposal in Pakistan the duty thereon will duly be paid.

5. All persons furnished by the Government of the United States of America through contracts with public or private agencies and assigned to duties in Pakistan in connection with the technical cooperation program and projects, and members

of their families, shall receive the same exemptions under the same conditions as are described in Article 4 above.

6. This agreement is supplementary to the General Agreement dated the 9th day of February, 1951, and to all existing agreements supplementary thereto, the provisions of which are superseded only insofar as they may be inconsistent with the provisions of this 1955 Supplement and shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed the present agreement.

Done at Karachi, in duplicate, this 18th day of January, 1955.

FOR THE GOVERNMENT OF FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA: PAKISTAN

HORACE A HILDRETH

MOHAMAD ALI

Horace A. Hildreth

Mohamad Ali

*Ambassador of the United States of
America in Pakistan.*

*Minister for Finance and
Economic Affairs.*

[SEAL]

[SEAL]

MULTILATERAL

North Atlantic Ocean Stations

*Agreement, with annexes, signed at Paris February 25, 1954;
Entered into force February 1, 1955.*

TIAS 3186
Feb. 25, 1954

FOURTH ICAO CONFERENCE ON NORTH ATLANTIC OCEAN STATIONS

QUATRIÈME CONFÉRENCE SUR LES STATIONS OCÉANIQUES DE L'ATLANTIQUE NORD

CUARTA CONFERENCIA DE LA OACI SOBRE LAS ESTACIONES OCÉANICAS
EN EL ATLÁNTICO SEPTENTRIONAL

A G R E E M E N T

ON NORTH ATLANTIC OCEAN STATIONS

A C C O R D

SUR LES STATIONS OCÉANIQUES DE L'ATLANTIQUE DU NORD

A C U E R D O

RELATIVO A LAS ESTACIONES OCÉANICAS EN EL ATLÁNTICO SEPTENTRIONAL

A G R E E M E N T

A C C O R D

A C U E R D O

ON NORTH ATLANTIC
OCEAN STATIONSSUR LES STATIONS OCEANIQUES
DE L'ATLANTIQUE DU NORDRELATIVO A LAS
ESTACIONES OCEANICAS EN
EL ATLANTICO SEPTENTRIONAL

The Governments of
 BELGIUM, CANADA, DENMARK,
 FRANCE, IRELAND, ISRAEL,
 ITALY, the NETHERLANDS,
 NORWAY, SWEDEN, SWITZERLAND,
 the UNITED KINGDOM OF GREAT
 BRITAIN AND NORTHERN IRELAND
 and the UNITED STATES OF
 AMERICA, being Member States
 of the International Civil
 Aviation Organization (here-
 inafter called "the Organiza-
 tion"),

HAVING, at a Conference
 convened in Paris by the
 Council of the Organization
 (hereinafter called "the
 Council") pursuant to
 Article XVII of the Inter-
 national Agreement on North
 Atlantic Ocean Weather
 Stations signed in London
 on 12th May, 1949, and the

Les Gouvernements de la
 BELGIQUE, du CANADA, du
 DANEMARK, des ETATS-UNIS
 d'AMERIQUE, de la FRANCE, de
 l'IRLANDE, d'ISRAEL, de
 l'ITALIE, de la NORVEGE, des
 PAYS-BAS, du ROYAUME-UNI DE
 GRANDE BRETAGNE ET d'IRLANDE
 DU NORD, de la SUEDE et de la
 SUISSE, qui sont des Etats
 membres de l'Organisation de
 l'Aviation civile interna-
 tionale (désignée ci-après
 par le mot "Organisation"),

AYANT, au cours d'une
 conférence convoquée à Paris
 par le Conseil de l'Organisa-
 tion (désigné ci-après par le
 mot "Conseil") en applica-
 tion de l'Article XVII de
 l'Accord sur les stations
 météorologiques flottantes
 de l'Atlantique du Nord
 signé à Londres le 12 mai

Los Gobiernos de BELGICA,
 CANADA, DINAMARCA, ESTADOS
 UNIDOS DE AMERICA, FRANCIA,
 HOLANDA, IRLANDA, ISRAEL,
 ITALIA, NORUEGA, REINO UNIDO
 DE LA GRAN BRETAÑA E IRLANDA
 DEL NORTE, SUECIA y SUIZA
 siendo Miembros de la Organi-
 zación de Aviación Civil Inter-
 nacional (que en adelante se
 denominará "la Organización"),
 HABIENDO, en la Conferencia
 convocada en París por el Consejo
 de la Organización (que en
 adelante se llamará "el Consejo")
 de conformidad con el Artículo
 XVII del Acuerdo Internacional
 acerca de las Estaciones
 Meteorológicas Flotantes en el
 Atlántico del Norte, firmado
 en Londres el 12 de mayo de 1949,

Protocol thereto signed in 1949 et du Protocole à cet y el correspondiente protocolo
 Montreal on 28th May, 1952, Accord signé à Montréal le firmado en Montreal el 28 TIAS 2589,
 considered the revision and 28 mai 1952, examiné la ré- de mayo de 1952, considerado 3 UST, pt. 3,
 renewal of that Agreement, vision et le renouvellement la revisión y renovación de
 and dudit Accord et ese Acuerdo, y p. 4402.

HAVING resolved to conclude a new agreement to secure the continued provision, financing, maintenance and operation of ocean station vessels at stations in the North Atlantic and thereby to contribute to the safety, regularity, efficiency and economy of air navigation in that region in accordance with the general aims and objectives of the Organization,

AYANT décidé de conclure un nouvel accord afin d'assurer la continuité de la mise en oeuvre, du financement, de l'entre- tien et de l'exploitation de navires-stations affectés à des stations dans l'Atlantique du Nord et de contribuer ainsi à assurer dans cette région une exploitation sûre, régulière, efficace et économique des services aériens en accord avec les buts généraux de l'Organisation,

HABIENDO resuelto celebrar un nuevo acuerdo para alcanzar el suministro, financiamiento, mantenimiento y funcionamiento continuos de barcos de estaciones oceánicas en estaciones situadas en el Atlántico Septentrional y contribuir, de ese modo, a la seguridad, regularidad, eficiencia y economía de la navegación aérea en dicha región, de acuerdo con los fines y objetivos generales de la Organización,

HAVE APPOINTED for this purpose the undersigned Representatives who HAVE AGREED AS FOLLOWS:

ONT DESIGNÉ à cet effet les représentants soussignés, qui SONT CONVENUS DE CE QUI SUIT:

HAN NOMBRADO para este fin a los representantes abajo mencionados quienes HAN ACORDADO LO SIGUIENTE:

(English text)

ARTICLE I

1. The Contracting Governments named in this Article shall provide, maintain and operate, subject to the conditions prescribed in this Agreement, suitable ocean station vessels (hereinafter referred to as "vessels"), at stations in the North Atlantic (hereinafter

referred to as "the Stations"), as specified in the following table and in paragraph 2 of this Article:

<u>Station</u>	<u>Location</u>	<u>Governments responsible</u>	<u>Number of vessels to be operated</u>
B	(56°30'N (51°00'W	(Canada (United States	1 2
C	(52°45'N (35°30'W	United States	3
D	(44°00'N (41°00'W	United States	2½
E	(35°00'N (48°00'W	United States	2½
A	(62°00'N (33°00'W	{ Norway (Sweden	2
I	(59°00'N (19°00'W	{	
J	(52°30'N (20°00'W	{ United Kingdom	4
K	(45°00'N (16°00'W	{ France	2
M	(66°00'N (02°00'E	{ Netherlands	2

Post, p. 540. The locations of the Stations are indicated on the map in Annex I to this Agreement.

2. The operation of Stations A, I, J, K and M shall be shared among the vessels of France, the Netherlands, Norway and Sweden, and the United Kingdom, as the authorities of the Governments of these countries shall arrange, on the following bases:

(a) In respect of the period ending 31 December, 1954:

<u>Station</u>	<u>Governments responsible</u>
A	(Norway (Sweden
I	United Kingdom
J	United Kingdom
K	France
M	Netherlands

(b) In respect of the period 1 January, 1955 to 30 June, 1956:

- (i) In principle, Stations A, I, J and K shall be manned in rotation by the vessels of the following countries, in such manner that each shall furnish at the Stations indicated the number of patrols set opposite its name:

	A	I	J	K
France	6	-	6	11
Netherlands	5	6	6	6
United Kingdom	12	17	11	6

For the foregoing purpose, a patrol shall consist of 24 days on station.

- (ii) Station M shall be manned by Norway and Sweden.

3. If the operation of this Agreement is extended pursuant to Article IX, the provisions of paragraph 2 of this Article shall continue to apply with appropriate revision of dates.

ARTICLE II

1. The location of any of the Stations may be changed:

- (a) by the Contracting Government or Governments responsible for operating vessels thereat, provided that the consent of a majority of the other Contracting Governments is first obtained by or through the Council, or
- (b) by the Council, provided that the consent of a majority of the Contracting Governments, including the consent of the Contracting Government or Governments responsible for operating vessels at the Station concerned, is first obtained.

ARTICLE III

1. In respect of the period commencing 1 July, 1954 and ending 30 June, 1956, the following Contracting Governments shall pay annually to the Organization, in half-yearly instalments on 1 October and 1 April, the amounts set opposite their respective names:

Belgium	£ 64,469
Denmark	41,565
Israel	11,000
Italy	30,537
Switzerland	45,807

2. The following Contracting Governments shall be entitled to receive, from the amounts paid pursuant to paragraph 1 of this Article, the amounts set opposite their respective names:

France	£ 69,168
Netherlands	5,510

Norway) Sweden)	£ 46,467
United Kingdom	72,233

3. Any amounts received by the Organization from the Governments of Spain and Iceland as a contribution to the cost of operation of the Stations shall be shared by the following Contracting Governments in the proportions set opposite their respective names:

Belgium	8.08%
Denmark	5.21
France	15.20
Italy	3.82
Netherlands	19.02
Norway) Sweden)	13.92
Switzerland	5.74
United Kingdom	29.01

4. (a) Amounts received by the Organization pursuant to paragraph 1 of this Article shall be paid by the Organization as soon as practicable to the Governments listed in paragraph 2 of this Article in proportion to the amounts set out opposite their respective names.
- (b) Any amounts received by the Organization pursuant to paragraph 3 of this Article shall be allotted and in due course paid by the Organization to the Contracting Governments listed in paragraph 3 of this Article in the proportions therein indicated.

ARTICLE IV

1. (a) On or before 1 March, 1955, each of the Contracting Governments shall furnish to the Council, in such form as the Council may prescribe, full particulars of actual flights across the North Atlantic by its civil aircraft during the year 1954.
- (b) On or before 1 March, 1955, each of the Contracting Governments responsible for the operation of one or more vessels shall furnish to the Council, in such form as the Council may prescribe, full particulars of the costs of operation of such vessel or vessels, for the year 1954.
- (c) Upon receipt of the foregoing information, the Council shall review the relationship between the costs of operation of the vessels used to man stations A, I, J, K and M, and the amount of cash which should be available from cash contributions in respect of the operation of such vessels and, if it considers it necessary to establish an equitable distribution of responsibilities among the States concerned, it shall calculate a revision of the obligations to pay and rights to receive cash, pursuant to Article III, in accordance with the principles on which this Agreement has been based. The results of this calculation shall be transmitted to the Contracting Governments not later than 1 May, 1955.

2. Unless this Agreement is terminated on 30 June, 1956, pursuant to Article XIII, the obligations of Contracting Governments to pay, and their rights to receive payments, under the provisions of paragraphs 1, 2 and 3 respectively of Article XIII, shall, for the year commencing 1 July, 1956, be as revised in accordance with the Council's calculations.

3. The provisions of paragraphs 1 and 2 of this Article, with appropriate revision of the dates mentioned therein, shall govern the rights and obligations of Contracting Governments to furnish information, to receive the results of the Council's calculations based thereon, and to receive and make payments, in respect of subsequent years, so long as this Agreement is not terminated.

ARTICLE V

The Government of Ireland shall pay to the Organization an annual contribution in cash of £1,000, which shall not be subject to increase under the terms of this Agreement, so long as aircraft of that country do not operate across the North Atlantic.

ARTICLE VI

1. The Contracting Governments undertake that the vessels operated by them at the Stations shall perform the services specified in Annex II to this Agreement.

Post, p. 541.

2. Annex II to this Agreement may be amended by the Council with the consent of a majority of the Contracting Governments, including the consent of the Governments responsible for operating at least fifteen vessels under this Agreement.

ARTICLE VII

The Council shall co-ordinate the general programme of operation of the Stations in consultation with such other international organisations as it considers appropriate. It shall keep the World Meteorological Organisation advised of the meteorological aspects of any action which it proposes to take in connection with such co-ordination and shall invite the World Meteorological Organisation to send representatives to any meeting called for the purpose of accomplishing such co-ordination.

ARTICLE VIII

Subject to the provisions of Annex II to this Agreement,

- (a) the Stations shall be operated in accordance with the applicable standards, recommended practices, procedures and specifications of services approved by the Council insofar as they affect the safety of air navigation;
- (b) the manner of making meteorological observations and of collecting reports at the Stations and transmitting them to main meteorological offices or forecasting centres shall be in accordance with the appropriate procedures and specifications prescribed by the World Meteorological Organization.

ARTICLE IX

No charges shall be imposed by any Contracting Government for any of the services, required under this Agreement, rendered by the vessels operated by them at the Stations, except as agreed by all the Contracting Governments.

ARTICLE X

1. Each Contracting Government shall furnish to the Council such reports as may reasonably be required by the Council concerning the utilization of the services provided by the vessels operated at the Stations.

2. Each Contracting Government operating any of the vessels shall furnish to the Council such reports as may reasonably be required by the Council concerning the operation of the vessel or vessels so operated by it.

3. The Council shall furnish to the Contracting Governments each year a report on the operation and utilization of the Stations based on the reports furnished by Contracting Governments.

ARTICLE XI

Any Contracting Government may agree with any other Contracting Government to take over all or any of its obligations under this Agreement. Any such agreement shall be notified by the Contracting Governments concerned to the Secretary-General of the Organization who shall notify the other Contracting Governments.

ARTICLE XII

The Organization shall be reimbursed for its extraordinary expenses incidental to this Agreement, so far as possible from the contributions provided for in Article V, and subject to the provisions of paragraph 3 of Article III, from any contributions in cash received by it under the provisions of Article XVII. Any balance remaining from such contributions after the extraordinary expenses of the Organization have been met shall be allocated by the Council to the Contracting Governments on an equitable basis in accordance with the principles on which this Agreement has been based. If the contributions are insufficient to reimburse the Organization, the balance remaining due shall be met by the Contracting Governments in equal shares.

ARTICLE XIII

In the event that a Contracting Government, without the consent of the other Contracting Governments, fails to discharge in whole or in part its obligations under this Agreement in cash or otherwise, the Council shall consult with the other Contracting Governments as to appropriate action and shall convene a conference if an arrangement acceptable to a majority of those Governments, including all those whose financial responsibilities are affected, cannot be concluded through such consultation.

ARTICLE XIV

The Council may at any time convene a conference of interested Governments to consider any matter connected with this Agreement if it is requested to do so by one or more Contracting Governments and is satisfied that a conference is necessary.

ARTICLE XV

Any dispute relating to the interpretation or application of this Agreement or Annex II, which is not settled by negotiation, shall, upon the request of any Contracting Government party to the dispute, be referred to the Council for its recommendation.

Post, p. 541.

ARTICLE XVI

1. This Agreement shall remain open until 30 April, 1954, for signature by the Governments named in the preamble thereof.

2. This Agreement shall be subject to acceptance by signatory Governments. Instruments of acceptance shall be deposited as soon as possible with the Secretary-General of the Organization.

ARTICLE XVII

1. Any non-signatory Government may accede to this Agreement by depositing with the Secretary-General of the Organization an instrument of accession, together with an undertaking to make, on the terms and subject to the conditions of this Agreement, such contributions, in cash or otherwise, as the Council may consider reasonable having regard to the benefits derived by that Government from the operation of the Stations.

2. The Council may also make arrangements, on a similar basis, with any Government which is not a party to this Agreement.

ARTICLE XVIII

This Agreement shall come into force, as between the signatory Governments which have notified their acceptance, not earlier than 1 July, 1954, when instruments of acceptance have been deposited by Governments responsible for the operation of not less than fifteen of the vessels referred to in Article I of this Agreement.^[1] As regards any Government notifying its acceptance thereafter, the Agreement shall come into force as from the date on which that Government deposits its instrument of acceptance.

ARTICLE XIX

1. This Agreement shall terminate on 30 June, 1956, unless its operation is extended pursuant to paragraph 2 of this Article.

2. (a) Unless notice in writing is given, prior to 1 July, 1955, to the Secretary-General of the Organization by one or more of the Contracting Governments responsible in the aggregate for the operation or financing of not less than two vessels under this Agreement, of the desire of such Government or Governments that this Agreement shall terminate on 30 June, 1956, its operation shall be extended until 30 June, 1957.
For the purpose of this sub-paragraph, the cost of financing the annual operation of a vessel shall be deemed to be \$80,922.

^[1] In a circular letter dated Mar. 15, 1955, the Secretary General of ICAO stated that the agreement entered into force Feb. 1, 1955, with respect to the United States of America, the United Kingdom of Great Britain and Northern Ireland, Canada, and Sweden.

- (b) The operation of this Agreement shall be further extended, from year to year, unless notice in writing to the Secretary-General, as provided in sub-paragraph (a) of this paragraph, is given at least one year prior to the date of termination of the last previous extension.
3. (a) Upon receipt of a notice of desire to terminate this Agreement in accordance with paragraph 2 of this Article, the Secretary-General shall notify the Contracting Governments accordingly; and
- (b) the Council shall convene a conference as soon as practicable to consider the situation and the possibility of concluding a new Agreement.

ARTICLE XX

1. Any Contracting Government may withdraw from this Agreement on 30 June, 1956 or, if this Agreement is extended in accordance with Article XIX, on the termination date of any period of extension, by giving at least 12 months prior notice to the Secretary-General of the Organization, of the intention of such Government to terminate its participation.

2. Following receipt by the Secretary-General of notice of withdrawal from any Contracting Government, the Council shall consult with the other Contracting Governments as to appropriate action and shall convene a conference if an arrangement acceptable to a majority of the Governments, including all those whose financial responsibilities are affected, cannot be concluded through such consultation.

(texte français)

ARTICLE I

1. Les Gouvernements contractants dont les noms figurent dans le présent Article fournissent, entretiennent et exploitent, selon les conditions prescrites au présent Accord, les navires-stations qui conviennent (désignés ci-après par le mot "naviree") affectés à des stations dans l'Atlantique du Nord (désignés ci-après par le mot "stations") ainsi qu'il est spécifié dans le tableau suivant et au paragraphe 2 du présent Article :

<u>Stations</u>	<u>Emplacement</u>	<u>Gouvernements responsables</u>	<u>Nombre de navires à exploiter</u>
B	(56°30N (51°00W	(Canada (Etats-Unis	1 2
C	(52°45N (35°30W	Etats-Unis	3
D	(44°00N (41°00W	Etats-Unis	2½

<u>Stations</u>	<u>Emplacement</u>	<u>Gouvernements responsables</u>	<u>Nombre de navires à exploiter</u>
E	(35°00N (48°00W	Etats-Unis	2
A	(62°00N (33°00W	{ Norvège Suède	2
I	(59°00N (19°00W	Royaume-Uni	4
J	(52°30N (20°00W		
K	(45°00N (16°00W	France	2
M	(66°00N (02°00E	Pays-Bas	2

Les positions des stations sont indiquées sur la carte qui figure à l'Annexe I du présent Accord.

2. L'exploitation des stations A, I, J, K et M est partagée entre les navires de la France, de la Norvège et de la Suède, des Pays-Bas, du Royaume-Uni, suivant les modalités fixées d'un commun accord par les autorités des Gouvernements de ces pays, sur les bases suivantes :

a) Pour la période antérieure au 1er janvier 1955 :

<u>Stations</u>	<u>Gouvernements responsables</u>
A	{ Norvège Suède
I	Royaume-Uni
J	Royaume-Uni
K	France
M	Pays-Bas

b) Pour la période du 1er janvier 1955 au 30 juin 1956 :

- 1) En principe, les stations A, I, J et K sont occupées, par roulement, par les navires des pays ci-après, de sorte que chacun d'eux assure, aux stations indiquées, le nombre de patrouilles indiqué en regard de son nom :

	A	I	J	K
France	6	-	6	11
Pays-Bas	5	6	6	6
Royaume-Uni	12	17	11	6

Au sens de ce qui précède, une patrouille consiste en un stationnement de 24 jours.

2) La station M est exploitée par la Norvège et la Suède.

3. Si le présent Accord est reconduit en vertu de l'Article XIX, les dispositions du paragraphe 2 du présent Article continuent de s'appliquer, les dates étant modifiées en conséquence.

ARTICLE II

1. La position de l'une quelconque des stations peut être changée :
- a) par le ou les Gouvernements contractants responsables de l'exploitation des navires à ladite station, sous réserve du consentement préalable de la majorité des autres Gouvernements contractants, obtenu par le Conseil ou par l'intermédiaire du Conseil; ou
 - b) par le Conseil, sous réserve du consentement préalable de la majorité des Gouvernements contractants, y compris celui du ou des Gouvernements contractants responsables de l'exploitation des navires à la station en cause.

ARTICLE III

1. Pour la période du 1er juillet 1954 au 30 juin 1956, les Gouvernements contractants ci-après paient annuellement à l'Organisation, par versements semestriels, le 1er octobre et le 1er avril, la somme indiquée en regard de leur nom :

Belgique	64 469	livres sterling
Danemark	41 565	" "
Israël	11 000	" "
Italie	30 537	" "
Suisse	45 807	" "

2. Les Gouvernements contractants ci-après ont droit, sur les montants payés conformément aux dispositions du paragraphe 1 du présent Article, à recevoir la somme indiquée en regard de leur nom :

France	69 168	livres sterling
Norvège)	46 467	" "
Suède}	5 510	" "
Pays-Bas	72 233	" "

3. Toute somme reçue par l'Organisation des Gouvernements de l'Espagne ou de l'Irlande à titre de contribution aux dépenses d'exploitation des stations est répartie entre les Gouvernements ci-après, selon les pourcentages indiqués en regard de leurs noms :

Belgique	8,08 \$
Danemark	5,21
France	15,20
Italie	3,82
Norvège) Suède)	13,92
Pays-Bas	19,02
Royaume-Uni	29,01
Suisse	5,74

4. a) Toutes sommes reçues par l'Organisation conformément aux dispositions du paragraphe 1 du présent Article sont versées aussi rapidement que possible par l'Organisation aux Gouvernements énumérés au paragraphe 2 du présent Article, au prorata des sommes indiquées en regard de leurs noms.
- b) Toutes sommes reçues par l'Organisation conformément aux dispositions du paragraphe 3 du présent Article sont attribuées et payées en temps opportun par l'Organisation aux Gouvernements contractants énumérés au paragraphe 3 du présent Article, selon les pourcentages qui y sont mentionnés.

ARTICLE IV

1. a) Le 1er mars 1955 au plus tard, chacun des Gouvernements contractants communiquera au Conseil, sous la forme prescrite par celui-ci, des renseignements complets sur les traversées de l'Atlantique du Nord effectuées par ses aéronefs civils au cours de l'année 1954.
- b) Le 1er mars 1955 au plus tard, chacun des Gouvernements contractants chargés de l'exploitation d'un ou plusieurs navires communiquera au Conseil, sous la forme prescrite par celui-ci, des renseignements complets sur le coût de l'exploitation du ou desdits navires durant l'année 1954.
- c) Dès réception de ces renseignements, le Conseil étudiera le rapport entre le coût de l'exploitation des navires utilisés pour desservir les stations A, I, J, K et M et les sommes que devraient procurer les contributions en espèces au titre de l'exploitation desdits navires; s'il le juge nécessaire, en vue d'assurer un partage équitable des responsabilités entre les Etats intéressés, il procédera à un nouveau calcul des contributions en espèces et des droits à des compensations en espèces, en vertu de l'Article III, conformément aux principes sur lesquels est basé le présent Accord. Les résultats de ce calcul seront communiqués aux Gouvernements contractants le 1er mai 1955 au plus tard.
2. A moins que le présent Accord ne soit résilié à la date du 30 juin 1956, en vertu de l'Article IX, les contributions en espèces des Gouvernements contractants et leurs droits à des compensations en espèces, en vertu des dispositions des paragraphes 1, 2 et 3 de l'Article III, seront, pour les douze mois qui suivront le 1er juillet 1956, modifiés conformément aux résultats des calculs effectués par le Conseil.
3. Sous réserve de modification des dates qui y sont mentionnées, les dispositions des paragraphes 1 et 2 du présent Article régissent les droits et obligations des Gouvernements contractants de communiquer des renseignements, de recevoir les résultats des calculs effectués par le Conseil sur la base de ces renseignements, de recevoir des compensations en espèces et d'effectuer des paiements, pour les années suivantes, tant que le présent Accord ne sera pas résilié.

ARTICLE V

Le Gouvernement de l'Irlande paie à l'Organisation une contribution annuelle en espèces de 1 000 livres sterling, qui ne peut être augmentée aux termes du présent Accord, tant que des aéronefs de ce pays n'effectuent pas de traversées de l'Atlantique du Nord.

ARTICLE VI

1. Les Gouvernements contractants s'engagent à ce que les navires exploités par eux aux stations assurent les services spécifiés dans l'Annexe II au présent Accord.

2. L'Annexe II au présent Accord peut être modifiée par le Conseil avec le consentement de la majorité des Gouvernements contractants, y compris celui des Gouvernements auxquels incombe l'exploitation de quinze navires au moins aux termes du présent Accord.

ARTICLE VII

Le Conseil coordonne le programme d'ensemble d'exploitation des stations et consulte à cet effet les autres organisations internationales qu'il juge appropriées. Il renseigne l'Organisation météorologique mondiale sur les aspects météorologiques de toute décision qu'il se propose de prendre pour assurer cette coordination et invite l'Organisation météorologique mondiale à envoyer des représentants à toute réunion convoquée en vue d'assurer cette coordination.

ARTICLE VIII

Sous réserve des dispositions de l'Annexe II du présent Accord :

- a) les stations sont exploitées conformément aux standards, pratiques recommandées, procédures et spécifications pour les services qui sont applicables et qui sont approuvés par le Conseil, dans la mesure où ils influent sur la sécurité de la navigation aérienne;
- b) la manière dont les stations effectuent les observations météorologiques, les centralisent et les transmettent aux centres météorologiques principaux ou aux centres de prévisions, doit être conforme aux procédures et spécifications appropriées, promulguées par l'Organisation météorologique mondiale.

ARTICLE IX

Aucune taxe n'est perçue par un Gouvernement contractant pour aucun des services exigés aux termes du présent Accord et assurés, en station, par les navires qu'il exploite ledit Gouvernement contractant, sauf par voie d'accord entre tous les Gouvernements contractants.

ARTICLE X

1. Chaque Gouvernement contractant fournit au Conseil les rapports que celui-ci peut raisonnablement lui demander en ce qui concerne l'utilisation des services assurés par les navires affectés aux stations.

2. Chaque Gouvernement contractant exploitant un ou plusieurs navires fournit au Conseil les rapports que celui-ci peut raisonnablement lui demander en ce qui concerne l'exploitation du ou des navires qu'il exploite.

3. Le Conseil fournit chaque année aux Gouvernements contractants un rapport sur l'exploitation et l'utilisation des stations, d'après les rapports reçus des Gouvernements contractants.

ARTICLE XI

Tout Gouvernement contractant peut passer un accord avec tout autre Gouvernement contractant en vue d'assumer, en totalité ou en partie, les obligations de celui-ci en application du présent Accord. Les Gouvernements contractants intéressés notifient tout accord de ce genre au Secrétaire général de l'Organisation qui en donne notification aux autres Gouvernements contractants.

ARTICLE XII

Les dépenses extraordinaires engagées par l'Organisation au titre du présent Accord lui sont remboursées autant que possible par prélevement sur les contributions prévues à l'Article V et, sous réserve des dispositions du paragraphe 3 de l'Article III, sur toutes contributions en espèces qu'elle reçoit aux termes de l'Article XVII. Tout solde de ces contributions restant après que les dépenses extraordinaires de l'Organisation ont été couvertes est réparti équitablement par le Conseil entre les Gouvernements contractants, conformément aux principes sur lesquels est basé le présent Accord. Si les contributions sont insuffisantes pour rembourser l'Organisation, le solde qui lui reste dû est couvert par les Gouvernements contractants à parts égales.

ARTICLE XIII

Dans le cas où un Gouvernement contractant, sans le consentement des autres Gouvernements contractants, manque, en totalité ou en partie, à ses obligations en espèces ou autres dérivant du présent Accord, le Conseil consulte les autres Gouvernements contractants sur les mesures appropriées à prendre et convoque une conférence si un arrangement convenant à la majorité de ces Gouvernements, y compris tous ceux dont les intérêts financiers sont affectés, ne peut être conclu grâce à ladite consultation.

ARTICLE XIV

Le Conseil peut à tout moment convoquer une conférence des Gouvernements intéressés pour étudier tout sujet qui se rapporte au présent Accord, sur demande d'un ou de plusieurs Gouvernements contractants, et s'il estime qu'une telle conférence est nécessaire.

ARTICLE XV

Lorsqu'un litige ayant trait à l'interprétation ou à l'application du présent Accord ou de son Annexe II ne peut être réglé par voie de négociation, il est, sur la demande de l'un des Gouvernements contractants partie au litige, soumis au Conseil aux fins de recommandations.

ARTICLE XVI

1. Le présent Accord reste ouvert à la signature des Gouvernements mentionnés dans son préambule jusqu'au 30 avril 1954.

2. Le présent Accord est subordonné à l'acceptation des Gouvernements signataires. Les instruments d'acceptation doivent être déposés aussitôt que possible auprès du Secrétaire général de l'Organisation.

ARTICLE XVII

1. Tout Gouvernement non signataire peut adhérer au présent Accord en déposant auprès du Secrétaire général de l'Organisation un instrument d'adhésion, ainsi qu'un engagement de faire, aux termes et sous réserve des conditions du présent Accord, des contributions en espèces ou autres, que le Conseil juge raisonnables tenant compte des avantages retirés par ce Gouvernement de l'exploitation des stations.

2. Le Conseil peut également conclure des arrangements, sur une base analogue, avec tout Gouvernement qui n'est pas partie au présent Accord.

ARTICLE XVIII

Le présent Accord entre en vigueur, en ce qui concerne les Gouvernements signataires qui ont notifié leur acceptation, le 1er juillet 1954 au plus tôt, lorsque les instruments d'acceptation seront déposés par des Gouvernements responsables de l'exploitation d'au moins quinze navires, aux termes de l'article I du présent Accord. À l'égard de tout Gouvernement notifiant ultérieurement son acceptation, l'accord entre en vigueur à partir de la date à laquelle ce Gouvernement dépose son instrument d'acceptation.

ARTICLE XIX

1. Le présent Accord expire le 30 juin 1956, sauf reconduction prévue au paragraphe 2 du présent Article.
2.
 - a) Sauf préavis adressé par écrit au Secrétaire général de l'Organisation, avant le 1er juillet 1955, par un ou plusieurs Gouvernements contractants responsables ensemble de l'exploitation ou du financement d'au moins deux navires aux termes du présent Accord, et exprimant l'intention du ou desdits Gouvernements de résilier l'accord à la date du 30 juin 1956, le présent Accord est reconduit jusqu'au 30 juin 1957. Au sens du présent alinéa, le coût de l'exploitation annuelle d'un navire équivaut à 80 922 livres sterling.
 - b) L'accord est ensuite reconduit d'année en année, sauf réception, par le Secrétaire général, du préavis prévu à l'alinéa a) du présent paragraphe, un an au moins avant la date d'expiration de la précédente reconduction.
3.
 - a) Au reçu du préavis exprimant l'intention de résilier le présent Accord conformément au paragraphe 2 du présent Article, le Secrétaire général notifie cette intention aux Gouvernements contractants, et
 - b) le Conseil réunit dès que possible une conférence en vue d'étudier la situation et la possibilité de conclure un nouvel accord.

ARTICLE XX

1. Tout Gouvernement contractant peut cesser d'être partie au présent Accord à la date du 30 juin 1956 ou, si l'accord est reconduit conformément à l'article XIX, à la date à laquelle prend fin toute reconduction, en notifiant douze mois au moins à l'avance, au Secrétaire général de l'Organisation, son intention de cesser d'être partie à l'accord.

2. Dès réception par le Secrétaire général de l'avis de retrait d'un Gouvernement contractant, le Conseil consulte les autres Gouvernements contractants sur les mesures appropriées à prendre et convoque une conférence si un arrangement convenant à la majorité des Gouvernements, y compris tous ceux dont les intérêts financiers sont affectés, ne peut être conclu grâce à ladite consultation.

(texte español)

ARTICULO I

1. Los Gobiernos contratantes mencionados en este Artículo, suministrarán, mantendrán y tendrán a su cargo, con arreglo a las condiciones prescritas en este Acuerdo, barcos de estaciones oceánicas adecuados (que en adelante se llamarán "barcos"), en estaciones en el Atlántico Septentrional (que en adelante se llamarán "las estaciones") en la forma indicada en la tabla siguiente y en el párrafo 2 de este Artículo:

Estación	Posición	Gobierno responsable	Número de barcos a su cargo
B	{56°30'N (51°00'W	(Canadá (Estados Unidos	1 2
C	{52°45'N (35°30'W	Estados Unidos	3
D	{44°00'N (41°00'W	Estados Unidos	2½
E	{35°00'N (48°00'W	Estados Unidos	2½
A	{62°00'N (33°00'W	{Noruega (Suecia	2
I	{59°00'N (19°00'W	{Reino Unido	4
J	{52°30'N (20°00'W	{Francia	2
K	{45°00'N (16°00'W		
M	{66°00'N (02°00'E	Holanda	2

La posición de las estaciones está indicada en el mapa que aparece en el Anexo I a este acuerdo.

2. El funcionamiento de las estaciones A, I, J, K y M estará distribuido entre barcos de Francia, Holanda, Noruega y Suecia y el Reino Unido, en la forma que convengan las autoridades de los Gobiernos de dichos países, sobre las bases siguientes:

(a) Respecto al periodo que concluirá el 31 de diciembre de 1954:

<u>Estación</u>	<u>Gobierno responsable</u>
A	(Noruega (Suecia
I	Reino Unido
J	Reino Unido
K	Francia
M	Holanda

(b) Respecto al período comprendido entre el 1º de enero de 1955 y el 30 de junio de 1956:

- (i) en principio las estaciones A, I, J y K serán atendidas, en rotación, por los barcos de los siguientes países, de tal manera que cada uno efectúe, en dichas estaciones, el número de patrullas que se indica junto a su nombre:

	<u>A</u>	<u>I</u>	<u>J</u>	<u>K</u>
Francia	6	-	6	11
Holanda	5	6	6	6
Reino Unido	12	17	11	6

A los fines antedichos una patrulla comprenderá 24 días en la posición de servicio.

- (ii) la estación M estará atendida por Noruega y Suecia.

3. Si este Acuerdo se prorroga de conformidad con el Artículo XIX, seguirán aplicándose las disposiciones del párrafo 2 del presente Artículo, modificando las fechas según sea necesario.

ARTICULO II

1. La posición de cualquiera de las Estaciones podrá cambiarse:

- (a) por el Gobierno o Gobiernos contratantes responsables del funcionamiento de los barcos en las mismas, con tal de que se obtenga el consentimiento previo de la mayoría de los demás Gobiernos contratantes o por medio del Consejo, o
- (b) por el Consejo, con tal de que se obtenga primero el consentimiento de la mayoría de los Gobiernos contratantes, incluyendo el consentimiento del Gobierno o Gobiernos contratantes responsables del funcionamiento de los barcos en la Estación en cuestión.

ARTICULO III

1. Respecto al período comprendido entre el 1º de julio de 1954 y el 30 de junio de 1956, los siguientes Gobiernos contratantes abonarán anualmente a la Organización, en plazos semestrales el 1º de octubre y el 1º de abril, las cantidades que se indican junto a sus nombres respectivos:

Bélgica	£ 64.469
Dinamarca	41.565
Israel	11.000
Italia	30.537
Suiza	45.807

2. Los siguientes Gobiernos contratantes tendrán derecho a recibir, de las sumas que se hayan abonado en virtud del párrafo 1 de este Artículo, las cantidades que se indican junto a sus nombres respectivos:

Francia	£ 69.168
Holanda	5.510
Noruega)	46.467
Suecia)	
Reino Unido	72.233

3. Las sumas que la Organización reciba de los Gobiernos de España e Islandia en concepto de contribución para sufragar el costo de mantenimiento de las estaciones, se prorratearán entre los siguientes Gobiernos contratantes, según el porcentaje que figura junto a sus nombres respectivos:

Bélgica	8,08%
Dinamarca	5,21
Francia	15,20
Holanda	19,02
Italia	3,82
Noruega)	13,92
Suecia)	
Reino Unido	29,01
Suiza	5,74

4. (a) Las sumas que la Organización reciba en virtud del párrafo 1 de este Artículo, ésta las abonará, tan pronto como sea posible, a los Gobiernos que se indican en el párrafo 2 de este Artículo, según el porcentaje que figura junto a sus nombres respectivos.
- (b) Las sumas que la Organización reciba en virtud del párrafo 3 de este Artículo, ésta las asignará y, a su debido tiempo, las abonará a los Gobiernos contratantes que se mencionan en el párrafo 3 de este Artículo, según el porcentaje que en él se indica.

ARTICULO IV

1. (a) El 1º de marzo de 1955 a más tardar, los Gobiernos contratantes proporcionarán al Consejo, en la forma que éste prescriba, detalles completos sobre los vuelos realizados en 1954 por sus aeronaves civiles a través del Atlántico Septentrional.
- (b) El 1º de marzo de 1955 a más tardar, los Gobiernos contratantes que tengan a su cargo uno o más barcos, proporcionarán al Consejo, en la forma que éste prescriba, detalles completos sobre el costo de rotación del barco o barcos en el año 1954.

(c) Una vez que cuente con la información antedicha, el Consejo examinará la relación que existe entre los costos de mantenimiento de los barcos empleados en las estaciones A, I, J, K y M y la cantidad que debiera haberse recibido en concepto de contribución en efectivo respecto a la explotación de tales barcos, y si lo considera necesario para fijar una distribución equitativa entre las responsabilidades entre los Estados interesados, calculará una revisión de las obligaciones de pago y de los derechos a percibir sumas en efectivo según el Artículo III, de conformidad con los principios en que este Acuerdo se basa. El resultado de este cálculo se trasladará a los Estados contratantes el 1º de mayo de 1955 a más tardar.

2. En cuanto respecta al año que comenzará el 1º de julio de 1956, a menos que se decida terminar el Acuerdo el 30 de junio de 1956 de conformidad con el Artículo XIX, las obligaciones financieras de los Gobiernos contratantes y el derecho a percibir pagos según las disposiciones de los párrafos 1, 2 y 3 respectivamente del Artículo III, estarán de acuerdo con los cálculos que haya efectuado el Consejo.

3. Mientras este Acuerdo siga en vigor, las disposiciones de los párrafos 1 y 2 del presente Artículo, después de haber modificado las fechas allí mencionadas según se requiera, regularán la obligación que los Gobiernos contratantes tienen de suministrar información y el derecho a recibir el resultado de los cálculos que el Consejo efectúe basándose en dicha información, así como a recibir y efectuar pagos en años subsiguientes.

ARTICULO V

El Gobierno de Irlanda pagará a la Organización una contribución anual en efectivo de \$1.000, que en virtud del presente Acuerdo no estará sujeta a ningún aumento, en tanto que dicho país no explote servicios aéreos a través del Atlántico Septentrional.

ARTICULO VI

1. Los Gobiernos contratantes se comprometen a que los barcos que tienen a su cargo en las estaciones lleven a cabo los servicios indicados en el Anexo II al presente Acuerdo.

2. El Anexo II a este Acuerdo podrá modificarse por el Consejo con el consentimiento previo de la mayoría de los Gobiernos contratantes, incluyendo el consentimiento de los Gobiernos responsables del funcionamiento de quince barcos por lo menos en virtud del presente Acuerdo.

ARTICULO VII

El Consejo coordinará el programa general del funcionamiento de las estaciones mediante consultas con las demás organizaciones internacionales que estime apropiadas. El Consejo mantendrá informada a la Organización Meteorológica Mundial respecto a los aspectos meteorológicos de cualquier medida que se proponga tomar en relación con dicha coordinación, e invitará a la Organización Meteorológica Mundial a enviar representantes a cualquier conferencia que se convoque con el fin de lograr dicha coordinación.

ARTICULO VIII

Con sujeción a las disposiciones del Anexo II al presente Acuerdo,

(a) las estaciones funcionarán de acuerdo con las normas, métodos recomendados, procedimientos y especificaciones aplicables a los servicios aprobados por el Consejo, en lo que afecta a la seguridad de la navegación aérea;

- (b) la manera de hacer las observaciones meteorológicas y de recoger informes en las estaciones y transmitirlos a las oficinas meteorológicas principales o centros de pronósticos, se regirá de acuerdo con los procedimientos y especificaciones apropiados establecidos por la Organización Meteorológica Mundial.

ARTICULO IX

Ningún Gobierno contratante establecerá tasa alguna por ninguno de los servicios requeridos en virtud del presente Acuerdo, que presten los barcos que asistán a su cargo en las estaciones, excepto en la forma convenida por todos los Gobiernos contratantes.

ARTICULO X

1. Cada uno de los Gobiernos contratantes suministrará al Consejo los informes que pueda razonablemente requerir éste con respecto al uso de los servicios que suministran los barcos en las estaciones.
2. Cada uno de los Gobiernos contratantes que tenga a su cargo cualquiera de los barcos suministrará al Consejo los informes que pueda razonablemente requerir éste respecto al funcionamiento del barco o barcos que tenga a su cargo.
3. El Consejo suministrará anualmente a los Gobiernos contratantes un informe sobre el funcionamiento y utilización de las estaciones, basado en los informes suministrados por los Gobiernos contratantes.

ARTICULO XI

Todo Gobierno contratante podrá acordar con cualquier otro Gobierno contratante hacerse cargo de toda o de cualesquier de sus obligaciones en virtud del presente Acuerdo. Cualquier acuerdo de esa índole se notificará por los Gobiernos contratantes en cuestión al Secretario General de la Organización, el cual notificará a los demás Gobiernos contratantes.

ARTICULO XII

A la Organización se le reembolsarán sus gastos extraordinarios relacionados con este Acuerdo, siempre que sea posible, con las contribuciones establecidas en el Artículo V y, sujeto a las disposiciones del párrafo 3 del Artículo III, con cualesquier contribuciones en efectivo que reciba en virtud de las disposiciones del Artículo XVII. Todo saldo que resulte de tales contribuciones, una vez satisfechos los gastos extraordinarios de la Organización se asignará equitativamente por el Consejo a los Gobiernos contratantes, de conformidad con los principios en que este Acuerdo se basa. Si las contribuciones no son suficientes para reembolsar a la Organización, el saldo restante pagadero será satisfecho en partes iguales por los Gobiernos contratantes.

ARTICULO XIII

En el caso de que un Gobierno contratante, sin el consentimiento previo de los demás Gobiernos contratantes, deje de cumplir todas o alguna de las obligaciones financieras o de otra índole contraídas en virtud del presente Acuerdo, el Consejo consultará con los demás Gobiernos contratantes respecto a las medidas que sean apropiadas y convocará una Conferencia si no puede lograrse por medio de esa consulta un arreglo aceptable para la mayoría de esos Gobiernos, incluyendo a todos aquellos cuyas responsabilidades financieras queden afectadas.

ARTICULO XIV

El Consejo podrá en cualquier momento convocar una conferencia de los Gobiernos interesados para examinar cualquier cuestión relacionada con el presente Acuerdo si así lo solicita uno o más Gobiernos contratantes y está satisfecho de que es necesaria dicha Conferencia.

ARTICULO XV

Toda controversia respecto a la interpretación o aplicación del presente Acuerdo o del Anexo II, que no se solucione por el medio de negociación se remitirá a petición de cualquier Gobierno contratante que sea parte en la controversia, al Consejo para su recomendación.

ARTICULO XVI

1. Este Acuerdo quedará abierto hasta el 30 de abril de 1954 para la firma de los Gobiernos mencionados en el prefámbulo del mismo.

2. El presente Acuerdo estará sujeto a la aceptación por parte de los Gobiernos signatarios. Los instrumentos de aceptación se depositarán lo más pronto posible con el Secretario General de la Organización.

ARTICULO XVII

1. Todo Gobierno no signatario podrá adherirse a este Acuerdo mediante el depósito con el Secretario General de la Organización de un instrumento de adhesión, junto con la obligación de hacer, de acuerdo con los términos y con sujeción a las condiciones del presente Acuerdo, las contribuciones en efectivo o en otra forma que el Consejo considere razonables, teniendo en cuenta los beneficios derivados por dicho Gobierno del funcionamiento de las estaciones.

2. El Consejo podrá también concluir arreglos similares con cualquier otro Gobierno que no sea parte de este Acuerdo.

ARTICULO XVIII

El presente Acuerdo entrará en vigor, con respecto a los Gobiernos signatarios que hayan notificado su aceptación, cuando hayan depositado sus instrumentos de aceptación los Gobiernos responsables del funcionamiento de por lo menos quince de los barcos mencionados en el Artículo I del presente Acuerdo, pero en ningún caso antes del 1º de julio de 1954. Con respecto a cualquier Gobierno que notifique posteriormente su aceptación, el Acuerdo entrará en vigor a partir de la fecha en que dicho Gobierno deposite su instrumento de aceptación.

ARTICULO XIX

1. Este Acuerdo terminará el 30 de junio de 1956, a menos que se prorrogue de conformidad con el párrafo 2 del presente Artículo.

2. (a) A menos que uno o más de los Gobiernos contratantes que tengan a su cargo en conjunto la explotación o el financiamiento de dos barcos por lo menos, comunique por escrito al Secretario General de la Organización, antes del 1º de julio de 1955, su intención de poner fin al presente Acuerdo el 30 de junio de 1956, éste quedará prorrogado automáticamente hasta el 30 de junio de 1957.

A los fines de este subpárrafo se presume que el costo anual de explotación de un barco es de £80.922.

- (b) Este Acuerdo seguirá prorrogándose de año en año, a menos que se comunique lo contrario al Secretario General por escrito, según estipula el subpárrafo (a) de este párrafo, por lo menos con un año de antelación a la fecha de terminación de la última prórroga.
- 3. (a) Tan pronto como el Secretario General reciba una notificación indicando la intención de terminar este Acuerdo, de conformidad con el párrafo 2 del presente Artículo, lo comunicará a los Gobiernos contratantes; y
- (b) Tan pronto como sea factible el Consejo convocará una Conferencia para considerar la situación y la posibilidad de concluir un nuevo Acuerdo.

ARTICULO XX

1. Todo Gobierno contratante podrá retirarse de este Acuerdo el 30 de junio de 1956 o, si el Acuerdo se prorroga de conformidad con el Artículo XIX, en la fecha de expiración de cualquiera de las prórrogas, previa notificación escrita al Secretario General de la Organización, con 12 meses de antelación por lo menos, de la intención de dicho Gobierno de dar por terminada su participación.

2. Tan pronto como el Secretario General reciba de algún Gobierno contratante una notificación indicando la intención de retirarse, el Consejo consultará con los demás Gobiernos contratantes respecto a las medidas que sean apropiadas y convocará una Conferencia si no puede lograrse por medio de esa consulta un arreglo aceptable para la mayoría de los Gobiernos, incluyendo a todos aquellos cuyas responsabilidades financieras queden afectadas.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have affixed their signatures on behalf of their respective Governments.

DONE in Paris, the twenty-fifth day of February of the year nineteen hundred and fifty-four, in the English, French and Spanish languages (all three texts being equally authoritative), in a single copy which shall

EN FOI DE QUOI les soussignés, dûment autorisés, infrascritos, debidamente ont apposé leur signature ci-après au nom de leurs Gouvernements respectifs.

EN FE DE LO CUAL, los autorizados, firman en nombre de sus respectivos Gobiernos.

FAIT à Paris, le vingt-cinquième jour du mois de février de l'an mil neuf cent cinquante quatre, en français, en anglais, et en espagnol (les trois textes faisant également foi), en un exemplaire

HECHO en la ciudad de París, el dia veinticinco de febrero del año mil novecientos cincuenta y cuatro, en español, inglés y francés (teniendo los tres textos la misma autenticidad), en un solo ejemplar que se

be deposited in the Archives
of the International Civil
Aviation Organisation. Cer-
tified copies thereof shall
be transmitted by the Secre-
tary-General of the Organi-
zation to all signatory and
acceding Governments.

unique qui sera déposé aux
archives de l'Organisation
de l'Aviation civile inter-
nationale. Des copies cer-
tifiées conformes du pré-
sent Accord seront trans-
mises par le Secrétaire-
général de l'Organisation
à tous les Gouvernements
signataires et adhérents.

depositará en los archivos
de la Organización de Avia-
ción Civil Internacional.
El Secretario General de la
Organización enviará copias
certificadas del mismo a
todos los Gobiernos sig-
narios y a los que se hayan
adherido al presente Acuerdo.

Belgium }
Belgique } PAUL VAN ZEELAND
Belgica }

Canada) [1] A. T. COWLEY

Denmark }
Danskmark } G CRONE-LEVIN
Dinamarca }

France }
Francia } D HAGUENAU

Ireland }
Irlande } A KENNAN
Irlanda }

Israel) [1] DAN AVNY

Italy }
Italie } A. AMBROSINI
Italia }

Netherlands }
Pays-Bas } A P DEKKER
Holanda }

¹ Deposited acceptance July 13, 1954.

² Deposited acceptance Feb. 8, 1955.

Norway }
Norvège }
Noruega } CARL C. LOUS

Sweden } [1]
Suède }
Suecia } HENRIK WINBERG

Switzerland }
Suisse }
Suiza } P. SENN

United Kingdom }
Royaume-Uni }
Reino Unido } [1] O. G. SUTTON

United States } [1] Subject to availability of funds and facilities.
Etats-Unis }
Estados Unidos }
ERNEST A. LISTER

WILLIAM E. OBERHOLTZER, Jr.

¹ Deposited acceptance Apr. 23, 1954.

² Deposited acceptance Feb. 1, 1955.

³ Deposited acceptance June 23, 1954.

ANNEX I

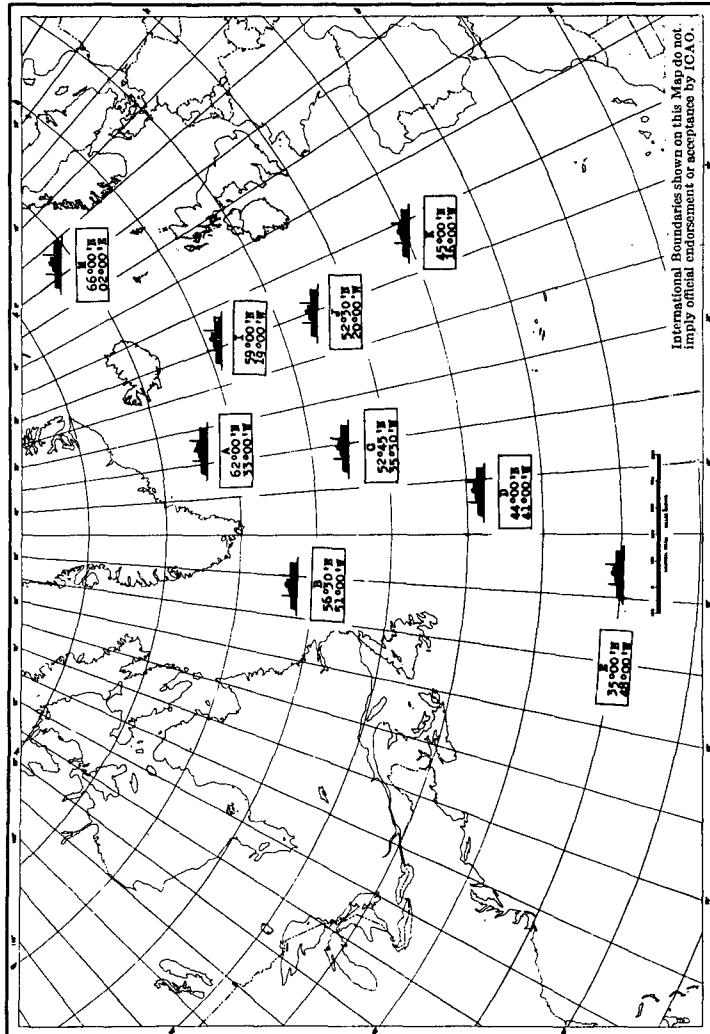
TO THE AGREEMENT
ON NORTH ATLANTIC
OCEAN STATIONS

ANNEXE I

A L'ACCORD
SUR LES STATIONS
OCEANIQUES DE
L'ATLANTIQUE DU NORD

ANEXO I

AL ACUERDO
RELATIVO A LAS ESTACIONES
OCEANICAS EN EL
ATLANTICO SEPTENTRIONAL



ANNEX II

ANNEE II

ANEXO II

TO THE AGREEMENT
ON NORTH ATLANTIC
OCEAN STATIONS

A L'ACCORD
SUR LES STATIONS
OCEANIQUES DE
L'ATLANTIQUE DU NORD

AL ACUERDO
RELATIVO A LAS ESTACIONES
OCEÁNICAS EN EL
ATLÁNTICO SPTENTRIONAL

(English text)

SERVICES TO BE PERFORMED BY OCEAN STATION VESSELS

A - Meteorological Services

1. Meteorological observations shall be made on all ocean station vessels in accordance with the following programme:
 - (a) surface observations, eight times daily, the observations to include all elements prescribed by the World Meteorological Organization for ships' observations;
 - (b) special observations of meteorological phenomena and of important changes, which may occur between the regular observations;
 - (c) upper wind observations not less than four times daily, such observations to be made normally by radar methods. The requirement is for upper wind observations to an altitude of at least 55,000 feet. In the event of failure of the radar equipment, however, the observations shall be made by visual methods;
 - (d) upper air pressure, temperature and humidity observations four times daily, whenever practicable, and, in any case, not less than twice daily.
2. Reports of the observations referred to in paragraph 1 above shall be transmitted to the appropriate shore stations in the prescribed International Meteorological Codes.
3. Reports of observations from other ocean station vessels may be received and re-transmitted in accordance with national or bilateral arrangements.
4. Reports of observations from an ocean station vessel shall be transmitted to aircraft, on request, in plain language, Q Code or in the appropriate International Meteorological Code.
5. Meteorological reports required by aircraft contemplating ditching shall be given in plain language, or, if language difficulties are anticipated, in Q Code. The report shall consist of the following elements in the order given:
 - (a) sea level pressure;
 - (b) surface wind speed in knots and direction in degrees magnetic;
 - (c) swell intensity and direction in degrees magnetic;
 - (d) state of sea;

- (e) visibility;
 - (f) amount and height of base of low cloud (both main layer and any scattered clouds below);
 - (g) present weather.
6. Each Contracting Government operating one or more ocean station vessels shall provide, to all other Contracting Governments, copies of all regular surface and upper air meteorological observations made by such vessel or vessels.
 7. Statistical meteorological records and summaries of the observations made by the ocean station vessels shall be maintained in standard form and copies exchanged between the Contracting Governments.

B - Search and Rescue Services

1. The ocean station vessels shall form part of the general search and rescue organization and shall participate in search and rescue operations in accordance with ICAO procedures and with those of the Convention for the Safety of Life at Sea. To this end they shall remain as close as practicable to their assigned locations, unless it becomes necessary for them to leave such location for search and rescue operations.
2. The ocean station vessels shall, as far as possible, assist aircraft, which have signified their intention of ditching alongside the vessel, to execute this manoeuvre successfully.
3. The ocean station vessels shall carry such search and rescue equipment as is necessary in effecting sea rescue, and such medical equipment as is necessary to succour survivors.
4. The crews on the ocean station vessels shall be expertly trained in effecting sea rescues.

C - Communication Services

- The communication equipment on ocean station vessels shall be sufficient to ensure:
- (a) the receipt of safety, distress or emergency calls from mobile units, air or surface;
 - (b) communication with surface vessels or aircraft for distress, emergency and safety purposes;
 - (c) communication on the regional search and rescue and scene of action frequencies;
 - (d) the provision of normal aeronautical mobile communications with aircraft;
 - (e) communication with land stations.

D - Radio Navigational Aids to Aircraft

The ocean station vessels shall provide, when circumstances so require, radio navigational aid to aircraft by the following means:

- (a) direction finding;
- (b) radio beacon;

(c) microwave search radar.

E - Incidental Services

In addition to the services specified in paragraphs A, B, C and D above, the ocean station vessels shall perform such incidental services as may be required, on the understanding that the performance of such services does not involve any appreciable addition to the obligatory personnel and equipment carried. These incidental services include:

- (a) collection and retransmission of reports of observations from merchant ships when practicable and permissible;
- (b) any supplementary air traffic control functions which may be prescribed.

F - Other Services to be performed in connection with the operation of Ocean Station Vessels

The Contracting Governments shall use their best endeavours to facilitate the inclusion, in the observational programme of the ocean station vessels, of such oceanographical and other scientific observations as may be found desirable.

(texte français)

SERVICES QUE DEVROIT ASSURER LES NAVIRES STATIONS

A - Services météorologiques

1. Des observations météorologiques seront effectuées à bord de tous les navires-stations conformément au programme suivant:
 - a) observations en surface huit fois par jour, comprenant tous les éléments prescrits pour les observations de navires par l'Organisation météorologique mondiale;
 - b) observations spéciales des phénomènes météorologiques et des changements importants qui peuvent se produire entre les observations régulières;
 - c) observations du vent en altitude au moins quatre fois par jour, effectuées normalement par des méthodes radar. Elles devront être effectuées jusqu'à une altitude d'au moins 16,8 km. (55.000 pieds). Toutefois, en cas de panne de l'équipement radar, les observations seront effectuées par des méthodes visuelles;
 - d) observations de la pression, de la température et de l'humidité en altitude, quatre fois par jour si possible, et en tout cas au moins deux fois par jour.
2. Les observations mentionnées au paragraphe 1 ci-dessus seront transmises aux stations côtières appropriées dans les codes météorologiques internationaux prescrits.
3. Les observations d'autres navires-stations pourront être requises et retransmises en vertu des accords nationaux ou bilatéraux.
4. Les observations d'un navire-station seront transmises aux aéronefs sur demande, en langage clair, en code Q ou dans le code météorologique international approprié.
5. Les renseignements météorologiques nécessaires aux aéronefs envisageant un amerrissage forcé seront donnés en langage clair ou, si l'on prévoit des difficultés de langue, en code Q. Le message comprendra les éléments suivants, dans l'ordre:

- a) pression au niveau de la mer;
 - b) vitesse du vent à la surface exprimée en noeuds, et direction exprimée en degrés magnétiques;
 - c) houle, intensité et direction exprimée en degrés magnétiques;
 - d) état de la mer;
 - e) visibilité;
 - f) quantité de nuages bas et hauteur de leur base (couche principale aussi bien que nuages bas fragmentés sous celle-ci);
 - g) temps présent.
6. Chacun des Gouvernements contractants exploitant un ou plusieurs navires-stations communiquera à tous les autres Gouvernements contractants des copies de toutes les observations régulières en surface et en altitude recueillies par tous ces navires.
7. Les statistiques météorologiques et les résumés des observations recueillies par les navires-stations seront présentés sous une forme standard et des exemplaires en seront échangés entre les Gouvernements contractants.

B - Services de recherches et de sauvetage

1. Les navires-stations feront partie d'une organisation générale de recherches et de sauvetage, et participeront aux opérations de recherches et de sauvetage conformément aux procédures de l'OACI et aux dispositions de la Convention pour la sauvegarde des vies humaines en mer. A cette fin, ils se tiendront le plus près possible de la position qui leur est assignée, à moins qu'il ne leur soit nécessaire de s'éloigner de cette position en raison d'opérations de recherches et de sauvetage.
2. Les navires-stations aideront, dans toute la mesure du possible, les aéronefs qui auront signalé leur intention d'effectuer un amerrissage forcé près du navire, à exécuter cette manœuvre avec succès.
3. Les navires-stations emporteront à leur bord l'équipement de recherches et de sauvetage nécessaire aux sauvetages en mer, et l'équipement médical nécessaire pour secourir les rescapés.
4. L'équipage des navires-stations devra être entraîné au sauvetage en mer.

C - Services de télécommunications

L'équipement de télécommunications installé à bord des navires-stations devra être suffisant pour assurer les fonctions suivantes:

- a) réception des appels de sécurité, de détresse et d'urgence émis par des unités mobiles en l'air ou à la surface;
- b) communications avec les navires ou les aéronefs en cas de détresse, d'urgence ou de sécurité;
- c) communications sur les fréquences régionales de recherches et sauvetage et de lieu des opérations;
- d) communications aeronautiques normales avec les aéronefs;
- e) communications avec les stations terrestres.

D - Aides radio à la navigation aérienne

Les navires-stations fourniront, lorsque les circonstances l'exigeront, une aide radio à la navigation aérienne par les moyens suivants:

- a) radiogoniométrie;
- b) radiophare;
- c) radar de recherche micro-ondes.

E - Services accessoires

En plus des services spécifiés aux paragraphes A, B, C et D ci-dessus, les navires-stations assureront les services accessoires qui pourront s'avérer nécessaires, à condition que ces services n'entraînent pas d'augmentation sensible du personnel et de l'équipement de bord. Ces services accessoires comprennent:

- a) la réception et la retransmission des observations transmises par les navires marchands, lorsque cela est possible et autorisé;
- b) tout service supplémentaire de contrôle de la circulation aérienne qui pourra être prescrit.

F - Autres services à assurer parallèlement au service des navires-stations

Les Gouvernements contractante s'efforceront de faciliter l'inclusion dans le programme d'observations des navires-stations, de toutes observations scientifiques, océanographiques et autres qui pourraient être jugées utiles.

(texte español)

SERVICIOS QUE PRESTARAN LOS BARCOS DE LAS ESTACIONES OCEÁNICAS**A - Servicios Meteorológicos**

1. Se harán observaciones meteorológicas en todos los barcos de las estaciones oceánicas de acuerdo con el siguiente programa:
 - (a) Observaciones en la superficie, ocho veces al día, las cuales incluirán todos los elementos prescritos por la Organización Meteorológica Mundial para observaciones a bordo.
 - (b) Observaciones especiales de los fenómenos meteorológicos y de cambios importantes que puedan ocurrir entre las observaciones regulares.
 - (c) Observaciones del viento en las altas capas atmosféricas cuatro veces al día por lo menos, realizadas normalmente por métodos radar. Estas observaciones se precisarán hasta una altitud de 16,8 km. (55 000 pies) por lo menos. Sin embargo, en el caso de que falle el equipo radar, las observaciones se harán por métodos visuales.
 - (d) Observaciones de la presión, temperatura y humedad en las altas capas atmosféricas cuatro veces al día, cuando sea factible, y en todo caso, dos veces al día por lo menos.
2. Los informes relativos a las observaciones referidas en el párrafo 1 anterior serán transmitidos a las estaciones costeras correspondientes en los códigos meteorológicos internacionales prescritos.

C - Servicios de comunicaciones

El equipo de comunicaciones a bordo de los barcos de las estaciones oceánicas será el adecuado para asegurar:

- (a) La recepción de las señales de seguridad, socorro o emergencia emitidas por unidades móviles aéreas o de superficie.
- (b) La comunicación con buques o aeronaves, con el fin de prestar servicios de socorro, emergencia y seguridad.
- (c) La comunicación con las frecuencias regionales de búsqueda y salvamento, o las empleadas en el lugar de las operaciones.
- (d) La provisión de comunicaciones aeronáuticas móviles normales con las aeronaves.
- (e) La comunicación con estaciones terrestres.

D - Ayudas de radionavegación para las aeronaves

Los barcos de las estaciones oceánicas proporcionarán, cuando las circunstancias lo requieran, ayudas de radionavegación a las aeronaves por los siguientes medios:

- (a) radiogoniómetro,
- (b) radiofaro,
- (c) radar de exploración de microonda.

E - Servicios accesorios

Además de los servicios mencionados en los párrafos A, B, C y D, los barcos de las estaciones oceánicas prestarán los servicios accesorios que sean necesarios, siempre que la realización de dichos servicios no implique ningún aumento considerable del personal y equipo que obligatoriamente lleven los mismos. Estos servicios accesorios comprenden:

- (a) Recepción y retransmisión de las partes de observaciones de los buques mercantes cuando fuese factible y esté autorizado.
- (b) Cualquier función suplementaria para el control del tránsito aéreo que pueda prescribirse.

F - Otros servicios relacionados con la operación de los barcos de las estaciones oceánicas

Los Gobiernos contratantes harán todo lo posible por incluir en el programa de observaciones de los barcos de las estaciones oceánicas, las observaciones oceanográficas y demás observaciones de carácter científico que estimen convenientes.

Note: This page and p. 547 are transposed in the original and are printed literally herein.

3. Los informes relativos a las observaciones hechas por otros barcos de estaciones oceanicas podrán recibirse y retransmitirse de conformidad con los acuerdos nacionales o bilaterales.
4. Los informes relativos a las observaciones hechas por un barco de una estación oceanica se transmitirán a las aeronaves, a petición, en lenguaje corriente, en código Q, o en el código meteorológico internacional apropiado.
5. Los informes meteorológicos requeridos por las aeronaves que se propongan realizar un amaraje forzoso se transmitirán en lenguaje corriente, o si se prevén dificultades en cuanto a idiomas, en el Código Q. El informe comprenderá los siguientes elementos en el orden que se indica a continuación:
 - (a) Presión al nivel del mar.
 - (b) Velocidad del viento en la superficie, en nudos y dirección, en grados magnéticos.
 - (c) Longitud de la ola en mar de fondo, intensidad y dirección, en grados magnéticos.
 - (d) Estado del mar local.
 - (e) Visibilidad.
 - (f) Cantidad y altura de la base de las nubes bajas (tanto de la capa principal como de cualesquiera nubes bajas aisladas).
 - (g) Estado actual del tiempo.
6. Cada uno de los Gobiernos contratantes encargado de la operación de barcos de estaciones oceanicas suministrará a todos los demás Gobiernos contratantes copias de todas las observaciones meteorológicas regulares de superficie y de las altas capas atmosféricas hechas por dichos barcos.
7. Se mantendrán en forma unificada registros estadísticos meteorológicos y resúmenes de las observaciones hechas por los barcos de las estaciones oceanicas, y además se intercambiarán copias entre los Gobiernos contratantes.

B - Servicios de búsqueda y salvamento

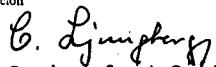
1. Los barcos de las estaciones oceanicas formarán parte de la organización general de búsqueda y salvamento, y participarán en las operaciones de búsqueda y salvamento, de acuerdo con los procedimientos de la OACI y los de la Convención Internacional para la Seguridad de la Vida en el Mar. Con este fin permanecerán lo más cerca posible de sus posiciones asignadas, a menos que tengan que abandonar tales posiciones para dedicarse a operaciones de búsqueda y salvamento.
2. Siempre que sea posible, los barcos de las estaciones oceanicas prestarán ayuda a las aeronaves que hayan notificado su intención de realizar un amaraje forzoso junto al barco, con objeto de llevar a cabo con éxito dicha maniobra.
3. Los barcos de las estaciones oceanicas llevarán a bordo el equipo de búsqueda y salvamento que sea necesario para efectuar el salvamento en el mar y el equipo médico que sea necesario para prestar auxilio a los supervivientes.
4. Las dotaciones de los barcos de las estaciones oceanicas estarán debidamente instruidas en las operaciones de salvamentos marítimos.

Certified to be a true and complete textual
copy of the Act deposited in the Archives of
the Organization

Copie certifiée conforme et complète de l'Acte
déposé aux Archives de l'Organisation

Copia certificada, auténtica y completa del
Acta depositada en los Archivos de la
Organización

[SEAL]



Secretary General, Secrétaire Général,
Secretario General

PHILIPPINES

ECONOMIC COOPERATION

Informational Media Guaranty Program

Agreement modifying the agreement of February 18 and 19, 1952.

Effect by exchange of notes

Signed at Manila October 14, 1954, and January 19, 1955;

Entered into force January 19, 1955.

TIAS 3187
Oct. 14, 1954,
and Jan. 19, 1955

The American Ambassador to the Philippine Secretary of Foreign Affairs

AMERICAN EMBASSY

Manila, October 14, 1954

EXCELLENCY:

I have the honor to refer to the agreement between the United States of America and the Republic of the Philippines effected by an exchange of notes dated February 18 and 19, 1952, relating to guaranties authorized by Section 111 (b) (3) of the Economic Cooperation Act of 1948, as amended. I also have the honor to refer to recent conversations between representatives of our two Governments on the same subject and to confirm the understandings reached during the recent conversations that the previous understandings shall be modified as follows:

TIAS 2317.
3 UST, pt. 3, p. 3878.
62 Stat. 144.
22 U.S.C. § 1809 (b)
(3).

1. The Government of the Philippines and of the United States of America will, upon the request of either of them, consult respecting projects in the Philippines proposed by nationals of the United States of America with regard to which guaranties under Section 111 (b) (3) of the Economic Cooperation Act of 1948, as heretofore amended, have been made or are under consideration. With respect to such guaranties extending to projects which are approved by the Government of the Philippines in accordance with the provisions of the aforesaid Section, the Government of the Philippines agrees:

A. That informational media guaranties covered by this agreement shall be limited to transactions involving books,

including textbooks, periodicals, and newspapers, and such other informational media as may hereafter be agreed by the Government of the Philippines and the Government of the United States of America as being eligible for inclusion in the Informational Media Guaranty Program authorized by this Agreement.

B. The Government of the United States of America will accept responsibility for insuring that materials exported to the Philippines pursuant to the contracts of guaranty issued under applications approved by the two Governments shall conform to the terms of said guaranty contracts.

C. Nothing in this agreement shall be construed as infringing upon the right of the Government of the Philippines to deny passage through the Philippine customs of any specific materials, the importation of which is deemed by the Philippine Government to be contrary to the applicable laws and regulations of the Philippine Government.

2. That if the Government of the United States of America makes payment in United States dollars to any person under any such guaranty, the Government of the Philippines will recognize the transfer to the United States of America of any right, title or interest of such person in assets, currency, credits, or other property on account of which such payment was made and the subrogation of the United States of America to any claim or cause of action of such person arising in connection therewith. The Government of the Philippines shall also recognize any transfer to the Government of the United States of America pursuant to such guaranty of any compensation for loss covered by such guarantees received from any source other than the Government of the United States of America.

3. That the peso amounts acquired by the Government of the United States of America pursuant to such guarantees should be accorded treatment not less favorable than that accorded, at the time of such acquisition, to private funds arising from transactions of the United States nationals which are comparable to the transactions covered by such guarantees.

4. That the peso amounts acquired by the Government of the United States of America pursuant to informational media guarantees will be freely available to the Government of the United States of America for administrative expenditures, except insofar as the gross aggregate accruals of such pesos during each

twelve-month period beginning _____ [¹] exceeds the equivalent of two million, eight hundred thousand United States dollars computed at a rate of exchange for such dollars applicable to these types of transactions under the rules and regulations of the Government of the Philippines at the time said peso amounts were acquired by the Government of the United States of America.

5. That the peso amounts acquired by the Government of the United States of America under informational media guaranty operations in excess of two million, eight hundred thousand United States dollars during any twelve-month period beginning

[¹] shall be available to the Government of the United States of America for expenditure in the Philippines for such educational, cultural, informational, or other activities proposed by the Government of the United States of America and approved by the Government of the Philippines. In the event that the two Governments, within a period of six months following the expiration of each twelve-month period referred to in paragraph 4 above, have not reached an agreement as to the activities for which any such peso amounts may be expended, such peso amounts will become freely available to the Government of the United States of America for administrative expenditures.

6. That any claim against the Government of the Philippines to which the Government of the United States of America may be subrogated as the result of any payment under such a guaranty, shall be the subject of direct negotiations between the two Governments. If, within a reasonable period, they are unable to settle the claim by agreement, it shall be referred for final and binding determination to a sole arbitrator selected by mutual agreement. If the Governments are unable, within a period of three months, to agree upon such selection, the arbitrator shall be one who may be designated by the President of the International Court of Justice at the request of either Government.

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

¹ See *post*, p. 555.

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

R. A. SPRUANCE

His Excellency

CARLOS P. GARCIA

*Secretary of Foreign Affairs of
The Republic of the Philippines*

*The Philippine Secretary of Foreign Affairs to the American
Ambassador*

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

MANILA, January 19, 1955

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. 0453 dated October 14, 1954, which is as follows:

"I have the honor to refer to the agreement between the United States of America and the Republic of the Philippines effected by an exchange of notes dated February 18 and 19, 1952, relating to guaranties authorized by Section 111 (b) (3) of the Economic Cooperation Act of 1948, as amended. I also have the honor to refer to recent conversations between representatives of our two Governments on the same subject and to confirm the understandings reached during the recent conversations that the previous understandings shall be modified as follows:

"1. The Government of the Philippines and of the United States of America will, upon the request of either of them, consult respecting projects in the Philippines proposed by nationals of the United States of America with regard to which guaranties under Section 111 (b) (3) of the Economic Cooperation Act of 1948, as heretofore amended, have been made or are under consideration. With respect to such guaranties extending to projects which are approved by the Government of the Philippines in accordance with the provisions of the aforesaid Section, the Government of the Philippines agrees:

"A. That informational media guaranties covered by this agreement shall be limited to transactions involving

books, including textbooks, periodicals, and newspapers, and such other informational media as may hereafter be agreed by the Government of the Philippines and the Government of the United States of America as being eligible for inclusion in the Informational Media Guaranty Program authorized by this Agreement.

“B. The Government of the United States of America will accept responsibility for insuring that materials exported to the Philippines pursuant to the contracts of guaranty issued under applications approved by the two Governments shall conform to the terms of said guaranty contracts.

“C. Nothing in this agreement shall be construed as infringing upon the right of the Government of the Philippines to deny passage through the Philippine customs of any specific materials, the importation of which is deemed by the Philippine Government to be contrary to the applicable laws and regulations of the Philippine Government.

“2. That if the Government of the United States of America makes payment in United States dollars to any person under any such guaranty, the Government of the Philippines will recognize the transfer to the United States of America of any right, title or interest of such person in assets, currency, credits, or other property on account of which such payment was made and the subrogation of the United States of America to any claim or cause of action of such person arising in connection therewith. The Government of the Philippines shall also recognize any transfer to the Government of the United States of America pursuant to such guaranty of any compensation for loss covered by such guaranties received from any source other than the Government of the United States of America.

“3. That the peso amounts acquired by the Government of the United States of America pursuant to such guaranties should be accorded treatment not less favorable than that accorded, at the time of such acquisition, to private funds arising from transactions of the United States nationals which are comparable to the transactions covered by such guaranties.

“4. That the peso amounts acquired by the Government of the United States of America pursuant to informational

media guaranties will be freely available to the Government of the United States of America for administrative expenditures, except insofar as the gross aggregate accruals of such pesos during each twelve-month period beginning _____ exceeds the equivalent of two million, eight hundred thousand United States dollars computed at a rate of exchange for such dollars applicable to these types of transactions under the rules and regulations of the Government of the Philippines at the time said peso amounts were acquired by the Government of the United States of America.

"5. That the peso amounts acquired by the Government of the United States of America under informational media guaranty operations in excess of two million, eight hundred thousand United States dollars during any twelve-month period beginning _____ shall be available to the Government of the United States of America for expenditure in the Philippines for such educational, cultural, informational, or other activities proposed by the Government of the United States of America and approved by the Government of the Philippines. In the event that the two Governments, within a period of six months following the expiration of each twelve-month period referred to in paragraph 4 above, have not reached an agreement as to the activities for which any such peso amounts may be expended, such peso amounts will become freely available to the Government of the United States of America for administrative expenditures.

"6. That any claim against the Government of the Philippines to which the Government of the United States of America may be subrogated as the result of any payment under such a guaranty, shall be the subject of direct negotiations between the two Governments. If, within a reasonable period, they are unable to settle the claim by agreement, it shall be referred for final and binding determination to a sole arbitrator selected by mutual agreement. If the Governments are unable, within a period of three months, to agree upon such selection, the arbitrator shall be one who may be designated by the President of the International Court of Justice at the request of either Government.

"Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Philippines, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments, the

agreement to enter into force on the date of your note in reply."

and to confirm, in behalf of the Government of the Philippines, that the previous understandings reached on the subject between the representatives of our two Governments are to be modified as indicated in your above-quoted note. It is understood that the beginning of each twelve-month period referred to in paragraphs 4 and 5 of Your Excellency's note shall be March 1 starting with March 1, 1955.

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

CARLOS P GARCIA
Carlos P. Garcia
Secretary

His Excellency

R. A. SPRUANCE

*Ambassador of the
United States of America*

PAKISTAN

Emergency Relief Assistance: Agricultural Commodities

*Agreement effected by exchange of notes
Signed at Karachi January 18, 1955;
Entered into force January 18, 1955.*

TIAS 3188
Jan. 18, 1955

The American Ambassador to the Pakistani Minister for Finance and Economic Affairs

AMERICAN EMBASSY
Karachi, January 18, 1955

EXCELLENCY:

I am pleased to inform Your Excellency that the Government of the United States of America is prepared to furnish additional emergency assistance in the amount of approximately \$12 million dollars in agricultural commodities representing the investment of the United States Commodity Credit Corporation in such commodities f.o.b. vessel at United States ports (approximately \$10 million market value when transported to Pakistan), subject to agreement on the commodities to be supplied under the terms of this Agreement, to the terms to be included in commodity transfer authorizations, and to the understandings set forth below.

1. Such commodities as may be furnished to the Government of Pakistan under this agreement will be used exclusively for the purpose of meeting, without discrimination, urgent relief requirements of the people of Pakistan. The Government of Pakistan will distribute such supplies free of cost to persons who, by virtue of circumstances beyond their control, are unable to pay for them; or will sell such supplies to eligible persons or organizations in such manner and at such prices as may be agreed between our two Governments, for the benefit of needy people in Pakistan (including relief and rehabilitation in those areas in both East and West Pakistan which have been damaged by natural disasters such as the recent floods.)

2. The Government of Pakistan agrees that the transfer of the commodities under this agreement will not displace or interfere with sales which might otherwise be made by the United States

in these commodities and assures the Government of the United States that the transfer of such commodities will not result in increased availability of these or like commodities to nations unfriendly to the United States.

3. The Government of Pakistan will establish in its own name an account in the State Bank of Pakistan, and will promptly deposit in this account (referred to below as the "Agricultural Commodity Account") amounts of local currency equivalent to any sums accruing to the Government of Pakistan and to the States or Provinces of Pakistan from the sale of any commodities supplied under this agreement, or otherwise accruing to the Government of Pakistan and to the States or Provinces of Pakistan as a result of the import of such commodities. The Government of Pakistan may at any time make advance deposits in the Agricultural Commodity Account, and will ensure that the deposits required under this paragraph are made in such amounts and at such times as may be necessary, and, in any event, not later than thirty days after the accrual of any sums referred to in the preceding sentence. Representatives of the two Governments will promptly agree upon necessary reasonable accounting procedures for arriving at aggregate accruals for the purposes of this paragraph. It is understood further, that the sums accruing from any such sale shall include import duties imposed and collected by any agency of the Government of Pakistan or any of its constituent States or Provinces.

4. The Government of Pakistan will, upon request, allocate to the use of the Government of the United States such amounts in the Agricultural Commodity Account (not to exceed 5% of the total accruing) as the latter Government may require for its expenditures in Pakistan, including its administrative expenditures in connection with any assistance supplied by the Government of the United States to the Government of Pakistan under this or any other agreement. The balance of the Account shall be used for the purposes of relief and rehabilitation as envisaged and provided in paragraph 1.

5. The Government of Pakistan will provide the Government of the United States with full and complete information relating to progress under this agreement, including statements on the use of assistance received.

6. The Government of Pakistan will receive persons designated by the Government of the United States to discharge the responsibilities of the latter Government under this agreement and will permit continuous observation and review by such persons of programs of assistance under this agreement, including the utiliza-

tion of any such assistance. The Government of Pakistan will cooperate in facilitating the discharge of these responsibilities by such persons. Upon appropriate notification by the Government of the United States, the Government of Pakistan will accord such persons and accompanying members of their families, except as may otherwise be mutually agreed, the privileges and immunities specified in paragraphs 4 and 5 of the 1954 Supplementary Program Agreement for Technical Cooperation and Economic Assistance signed for the two Governments at Karachi on December 28, 1953.

7. The Government of Pakistan will permit and give full and continuous publicity in Pakistan to the objectives and progress of the operations under this agreement, including information to the people of Pakistan that this assistance is evidence of the friendship of the people of the United States for them, and will make public full statements of operations hereunder, including information as to the use of assistance received.

8. It is understood that the furnishing of any assistance under this agreement will necessarily be subject to the terms and conditions of any applicable United States legislation. Such assistance, including the delivery of any commodities scheduled and not yet delivered, may be terminated in whole or in part if either Government determines that because of changed conditions continuation of such assistance is unnecessary or undesirable.

9. The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this agreement, and will conclude such additional arrangements as may be necessary to carry out the purposes of this agreement.

I have the honor to propose that, if these understandings are acceptable to the Government of Pakistan, this note and your Excellency's note in reply concurring therewith constitute an agreement between our two Governments, the said agreement to enter into force on the date of Your Excellency's reply and to remain in force until our two Governments agree to terminate it.

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

HORACE A. HILDRETH
Ambassador

The Honourable

CHAUDRI MOHAMAD ALI

*Minister for Finance and Economic Affairs
Government of Pakistan
Karachi*

TIAS 2889.
4 UST, pt. 2, p. 2807.

*The Pakistani Minister for Finance and Economic Affairs to the
American Ambassador*

MINISTER OF FINANCE AND ECONOMIC AFFAIRS
GOVERNMENT OF PAKISTAN

Karachi the 18th January, 1955.

EXCELLENCY,

I have the honour to refer to your note dated the 18th January 1955, communicating the offer of the Government of the United States of America to furnish additional emergency assistance in the amount of approximately \$12 million in agricultural commodities representing the investment of the United States Commodity Credit Corporation in such commodities f.o.b. vessel at United States ports (approximately \$10 million market value when transported to Pakistan), subject to agreement on the commodities to be supplied under the term of this Agreement, to the terms to be included in commodity transfer authorizations, and to the understandings set forth in your Excellency's note referred to above, and have great pleasure in conveying the acceptance of the Government of Pakistan to the aforesaid offer.

I agree that your Excellency's note and this note in reply shall constitute an agreement between our two Governments, and that the said Agreement should enter into force today and remain in force until our two Governments agree to terminate it.

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

MOHAMAD ALI

(Mohamad Ali)

Minister for Finance and Economic Affairs

His Excellency

Mr. HORACE A. HILDRETH,

Ambassador of the United

States of America in Pakistan,

Karachi.

ISRAEL

ECONOMIC ASSISTANCE

Agreement amending the agreement of November 25, 1953.

TIAS 3189

Effectuated by exchange of notes

Jan. 31, 1955

Signed at Tel Aviv and Jerusalem January 31, 1955;

Entered into force January 31, 1955.

The American Ambassador to the Israeli Minister for Foreign Affairs

AMERICAN EMBASSY,
No. 82 Tel Aviv, January 31, 1955.

EXCELLENCY:

I have the honor to refer to the agreement between our two governments concerning special economic assistance to Israel within a program of special economic assistance of the United States of America to the Near East and Africa. This agreement entered into force on November 25, 1953, as a result of an exchange of notes on the same day. (Embassy's note No. 71 and Ministry for Foreign Affairs' note No. FA/812/53.) I have now to propose certain amendments to the agreement which can be accomplished by making the following changes in the Embassy's note No. 71:

TIAS 2884.
4 UST, pt. 2, p.
2308.

1. In sentence 1 and 2 of the introductory paragraph delete the words "special economic" and substitute therefor "development".
2. At the beginning of paragraph number (2) insert the following sentence: "The provisions of this paragraph apply only with respect to assistance which may be furnished by the Government of the United States of America on a grant basis."
3. Amend the third from the last sentence in paragraph (2) by deleting the words "made available" and substituting therefor "disbursed".
4. Amend the penultimate sentence in paragraph (2) by changing the period following the word "Government's" to a semicolon and adding the following: "provided that the Government of Israel upon request shall make available to the Government of The United States of America such portion of funds in the special account up to ten per cent of the total of such funds

as may be designated by the Government of the United States to meet its requirements. Any balances in the funds not used for the foregoing purposes shall be disposed of only as may be agreed between the two governments."

Upon receipt of a note from Your Excellency indicating that the changes set forth in this note are acceptable to the Government of Israel, the Government of the United States of America will consider that this note and Your Excellency's reply thereto amend the agreement of November 25, 1953.

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

EDWARD B. LAWSON

His Excellency

MOSHE SHARETT,

*Minister for Foreign Affairs of the
State of Israel.*

The Israeli Minister for Foreign Affairs to the American Ambassador

MINISTRY FOR FOREIGN AFFAIRS
JERUSALEM, ISRAEL

מִשְׂרָד הַחֲזִקָּה
יִרְוֵשָׁלַיִם

31 JANUARY 1955

EXCELLENCY,

I have the honour to acknowledge receipt of your Note No. 82 dated 31 January 1955, concerning amendments to the Agreement dated 25 November 1953 (Embassy's Note No. 71 and Ministry for Foreign Affairs' Note No. FA/812/53) and to confirm that the provisions set forth in that Note are acceptable to the Government of Israel, which considers your Note and this reply as constituting an agreement between the two Governments on this subject, entering into force on this date.

Please accept the assurances of my highest consideration.

M. SHARETT

Moshe Sharett

Minister for Foreign Affairs

His Excellency

Ambassador EDWARD B. LAWSON,

United States Embassy in Israel.

PERU

SURPLUS AGRICULTURAL COMMODITIES

*Agreement signed at Lima February 7, 1955;
Entered into force February 7, 1955.*

TIAS 3190
Feb. 7, 1955
Post, pp. 3977, 3980.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND PERU REGARDING SURPLUS AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Peru:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States in these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the purchase for soles of surplus agricultural commodities produced in the United States will assist in achieving such an expansion of trade;

Considering that the soles accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales of surplus agricultural commodities to Peru pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

68 Stat. 455.
7 U.S.C. §§ 1701-
1709.

Have agreed as follows:

ARTICLE I

SALES FOR SOLES

1. Subject to the issuance and acceptance of purchase authorizations referred in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before June 30, 1955, the sale for soles of certain agricultural commodities determined to be surplus pursuant to the Agricultural Trade Development and Assistance Act of 1954 to the Government of Peru.

2. The United States Government will issue, within the terms of this Agreement, purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the soles accruing from such sales and other relevant matters, and which shall be subject to acceptance by the Government of Peru. Certain commodities, and amounts, with respect to which tentative agreement has been reached by the two Governments are listed in paragraph 3 of this Article.

3. The United States Government undertakes to finance the sale to Peru of the following commodities, in the values indicated, during the United States fiscal year 1955, under the terms of Title I of the said Act and of this Agreement:

<i>Commodity</i>	<i>Value</i> (Millions of dollars)
Wheat	3.02
Butter	0.23
Transportation (estimated)	0.38

ARTICLE II

USES OF SOLES

1. The two Governments agree that the soles accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States for the following purposes in the amounts shown:

(a) For purposes pursuant to section 104 (a), (f), and (h) of the Act: the sol equivalent of \$1,000,000.

(b) For loans to the Government of Peru to promote the economic development of Peru under section 104 (g) of the Act: the sol equivalent of \$2,630,000, subject to supplemental agreement between the two Governments.

2. The soles accruing under this Agreement shall be expended by the Government of the United States for the purposes stated in paragraph 1 of this article, in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III

DEPOSITS OF SOLES

1. The amount of soles to be deposited to the account of the United States shall be the dollar sales value of the commodities reimbursed or financed by the Government of the United States

converted into soles at the certificate rate of exchange. Such dollar sales value shall include ocean freight and handling, reimbursed or financed by the Government of the United States, except that it shall not include any extra cost of ocean freight resulting from a United States requirement that the commodities be transported on United States flag vessels.

2. The two Governments agree that the following procedures shall apply with respect to the soles deposited to the account of the United States under this Agreement:

(a) On the date of deposit of such soles to the account of the United States, they shall, at the same rate of exchange at which they were deposited, be converted and transferred to a special dollar denominated account to the credit of the U. S. Government in the Central Reserve Bank of Peru.

(b) Drawings on such special account by the United States for the uses specified in paragraph 1 (a) of Article II of this Agreement shall be paid by the Central Reserve Bank of Peru in soles at the rate for dollar exchange available to any party in Peru on the date of drawing which is most favorable to the U. S. and which is not illegal.

(c) Drawings on such special account for the loan uses specified in paragraph 1 (b) of Article II of this Agreement shall be accomplished by transferring from such special account to the account of the Government of Peru the equivalent of the soles to be loaned.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Peru agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes, (except where such resale, transshipment or use is specifically approved by the Government of the United States) of surplus agricultural commodities purchased pursuant to the provisions of the Agricultural Trade Development and Assistance Act of 1954, and to assure that its purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.

2. The two Governments agree that they will take reasonable precautions to assure that all sales of surplus agricultural commodities pursuant to the Agricultural Trade Development and Assistance Act of 1954 will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the

United States in these commodities, or materially impair trade relations among the countries of the free world.

3. In carrying out this agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

ARTICLE V

CONSULTATION

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.

ARTICLE VI

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Lima, Peru, this seventh day of February, nineteen hundred fifty-five.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

HAROLD H. TITTMANN
Ambassador of the United States of America

FOR THE GOVERNMENT OF THE
REPUBLIC OF PERU

D. F. AGUILAR.
Minister of Foreign Affairs

[SEAL]

[SEAL]

ACUERDO ENTRE EL GOBIERNO DEL PERU Y EL
GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA,
RESPECTO A PRODUCTOS AGRICOLAS SOBRANTES.

El Gobierno del Perú y el Gobierno de los Estados Unidos de América:

Reconociendo la conveniencia de ampliar el comercio en productos agrícolas entre sus dos países y con otras naciones amigas en tal forma que no desplace las ventas en el mercado que Estados Unidos acostumbre efectuar de esos productos o desorganice indebidamente los precios mundiales de los productos agrícolas;

Considerando que la compra en Soles de sobrantes de artículos agrícolas producidos en los Estados Unidos ayudará a lograr dicha expansión del comercio;

Considerando que los Soles provenientes de dichas compras serán utilizados de manera que beneficien a los dos países;

Deseando sentar las bases del entendimiento que regulará las ventas de productos agrícolas sobrantes al Perú, de conformidad con el Título I de la Ley de Ayuda y Desarrollo del Comercio Agrícola de 1954, y las medidas que los dos Gobiernos tomarán individual y colectivamente en promover la expansión del comercio en dichos artículos;

Han convenido en lo siguiente:

ARTICULO I.-

VENTAS EN SOLES

1. Con sujeción al otorgamiento y aceptación de autorizaciones de compra a que se hace referencia en el párrafo 2 de este artículo, el Gobierno de los Estados Unidos de América se compromete a financiar el o antes del 30 de Junio de 1955, la venta en Soles al Gobierno del Perú de ciertos productos agrícolas señalados como sobrantes conforme a la Ley de Ayuda y Desarrollo del Comercio Agrícola de 1954.

2. El Gobierno de los Estados Unidos estenderá, dentro de los términos de este Acuerdo, autorizaciones de compra que incluirán disposiciones relativas a la venta y entrega de mercaderías, la fecha y circunstancias del depósito de Soles provenientes de dichas

ventas y otros asuntos pertinentes, y que estarán sujetos a la aceptación por parte del Gobierno del Perú. En el párrafo 3 de este artículo se da una lista de ciertos artículos y sumas respecto a los cuales se ha llegado a un acuerdo preliminar entre los dos Gobiernos.

3. El Gobierno de los Estados Unidos se compromete a financiar la venta al Perú de los siguientes artículos, por los valores indicados, durante el año fiscal de 1955 de los Estados Unidos, de conformidad con los términos del Título I de dicha Ley y de este Acuerdo:

<i>Artículo</i>	<i>Valor</i> (Millones de dólares)
Trigo	3. 02
Mantequilla	0. 23
Transporte (estimado)	0. 38

ARTICULO II.-

UTILIZACION DE LOS SOLES

1.- Los dos Gobiernos convienen en que los Soles que el Gobierno de los Estados Unidos de América obtenga como consecuencia de las ventas efectuadas de conformidad con este Acuerdo serán utilizados por el Gobierno de los Estados Unidos para los siguientes fines por los montos indicados:

- (a) Para los fines señalados en la sección 104 (a), (f), y (h) de la Ley: el equivalente en soles de \$. 1,000,000.
- (b) Para préstamos al Gobierno del Perú para impulsar el desarrollo económico del Perú conforme a lo dispuesto en la sección 104 (g) de la Ley: el equivalente en soles de \$. 2,630,000, con sujeción a un acuerdo suplementario entre los dos Gobiernos.

2. Los Soles provenientes de este Acuerdo serán gastados por el Gobierno de los Estados Unidos para los fines indicados en el párrafo 1 de este Artículo, en tal forma y orden de prioridad que el Gobierno de los Estados Unidos determine.

ARTICULO III.-

DEPOSITOS DE LOS SOLES

1. El monto de Soles que deba depositarse en la cuenta de los Estados Unidos será el valor de las ventas en dólares de las mercaderías reembolsadas o financiadas por el Gobierno de los Estados Unidos convertidas a Soles al tipo de cambio de certificados.

Dicho valor de las ventas en dólares incluirá flete marítimo y manipulación, reembolsado o financiado por el Gobierno de los Estados Unidos, salvo que no incluirá ningún costo extra de flete-marítimo resultante de la exigencia por parte de Estados Unidos de que el transporte de los artículos se haga en barcos de bandera de los Estados Unidos.

2. Los dos Gobiernos convienen en que se aplicará el siguiente procedimiento respecto a los Soles depositados en la cuenta de los Estados Unidos de conformidad con este Acuerdo:

(a) En la fecha en que se deposite dichos Soles en la cuenta de los Estados Unidos serán convertidos al mismo tipo de cambio en que fueron depositados y transferidos a una cuenta especial denominada en dólares al crédito del Gobierno de los Estados Unidos en el Banco Central de Reserva del Perú.

(b) Los giros con cargo a dicha cuenta especial por los Estados Unidos para los usos especificados en el párrafo 1 (a) del Artículo II de este Acuerdo serán pagados por el Banco Central de Reserva del Perú en Soles al tipo de cambio del dólar que cualquiera pudiera conseguir en el Perú en la fecha del giro que sea más favorable para los Estados Unidos y que no sea ilegal.

(c) Los giros con cargo a dicha cuenta especial para los usos del empréstito especificado en el párrafo I (b) del Artículo II de este Acuerdo se llevarán a cabo transfiriendo de dicha cuenta especial a la cuenta del Gobierno del Perú el equivalente de los Soles que deban prestarse.

ARTÍCULO IV.—

ARREGLOS GENERALES

1. El Gobierno del Perú conviene en que tomará todas las medidas posibles para prevenir la reventa o trasbordo a otros países, u otros usos que no sean domésticos (salvo que dicha reventa, trasbordo o uso haya sido específicamente aprobado por el Gobierno de los Estados Unidos) de productos agrícolas sobrantes comprados de conformidad con las disposiciones de la Ley de Ayuda y Desarrollo del Comercio Agrícola de 1954, y para asegurarse que sus compras de dichos artículos no resulten aumentando las disponibilidades de ellos o de artículos semejantes para las naciones que no sean amigas de los Estados Unidos.

2. Los dos Gobiernos convienen en que ambos tomarán precauciones razonables para asegurarse que todas las ventas de productos agrícolas sobrantes de conformidad con la Ley de Ayuda y Desarrollo del Comercio Agrícola de 1954 no desorganicen indebidamente los precios mundiales de los productos agrícolas,

desplacen las colocaciones usuales de estos artículos en los mercados por los Estados Unidos, o materialmente perjudiquen las relaciones comerciales entre las naciones del mundo libre.

3. Al llevar a efecto este Acuerdo los dos Gobiernos buscarán de asegurar condiciones comerciales que permitan a los comerciantes privados operar eficazmente y pondrán en juego sus mejores esfuerzos para desarrollar y aumentar la continua demanda de productos agrícolas en el mercado.

ARTICULO V.-

CONSULTAS

A solicitud de cualquiera de ellos, los dos Gobiernos se consultarán sobre cualquier asunto relativo a la aplicación de este Acuerdo o a la ejecución de los arreglos efectuados conforme a este Acuerdo.

ARTICULO VI.-

VIGENCIA

Este Acuerdo entrará en vigencia tan luego haya sido suscrito.

EN FE DE LO CUAL, los representantes respectivos, debidamente autorizados con tal propósito, han firmado el presente Acuerdo.

Hecho en Lima, Perú, a los siete días del mes de Febrero de mil novecientos cincuenta y cinco.

POR EL GOBIERNO DE LA REPUBLICA DEL PERU:

D. F. AGUILAR
Ministro de Relaciones Exteriores

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

HAROLD H. TITTMANN
Embajador de los Estados Unidos de América

[SEAL]

[SEAL]

IRELAND

MUTUAL SECURITY

*Agreement signed at Dublin June 17, 1954;
Entered into force February 16, 1955.*

**TIAS 3191
June 17, 1954**

A G R E E M E N T

between the

UNITED STATES OF AMERICA

and

IRELAND

**GOVERNING DISPOSITION OF THE BALANCE
IN THE COUNTERPART SPECIAL ACCOUNT**

A G R E E M E N T

between the
UNITED STATES OF AMERICA
and
IRELAND
GOVERNING DISPOSITION OF THE BALANCE
IN THE COUNTERPART SPECIAL ACCOUNT

The Governments of the United States of America and Ireland:

Recognizing that pursuant to the Economic Cooperation Agreement between the United States of America and Ireland,^[1] the Government of Ireland has deposited or will deposit into the Special Account established in its name under Article IV thereof the sum of approximately six million Irish pounds (£6,000,000), which is the amount commensurate to assistance furnished by the United States of America on a grant basis thereunder,

Recognizing that the program of assistance to Ireland by the United States of America pursuant to the aforesaid agreement has terminated and that no additional deposit obligation will be incurred;

Desiring that the balance remaining on deposit in the Special Account in the name of the Government of Ireland (hereinafter referred to as the counterpart) be used for the benefit of the Irish economy;

Have agreed as follows:

ARTICLE I

1. The counterpart shall be used by the Irish Government for the following purposes: (i) scholarship exchange between the United States and Ireland, (ii) other programs and projects (including the establishment of an Agricultural Institute) to improve and develop the agricultural production and marketing potential of Ireland and to increase the production and efficiency of Irish

¹ Treaties and Other International Acts Series 1788; 62 Stat., pt. 2, p. 2411.
See also TIAS 2027; 1 UST 157 and TIAS 2326; 2 UST, pt. 2, p. 1906.

industry, (iii) development programs and projects in aid of the foregoing objectives.

ARTICLE II

1. The Irish Government shall carry out the projects and programs contemplated by this agreement in a manner designed to assure a continuing contribution to the Irish economy, including, insofar as practicable, the utilization of revolving loans funds for the benefit of private enterprise.

ARTICLE III

1. Except as specified in paragraph 4 of this Article, prior to the expenditure of counterpart pursuant to this agreement, the two Governments will negotiate agreements subsidiary hereto, each of which shall set forth, among other things, a detailed specification of the nature of the projects or programs for which counterpart shall be expended, including a detailed budget and a plan of expenditure.
2. With the exception of the reserve fund established pursuant to paragraph 4 of this Article, the aforementioned sub-agreements shall as a group provide for the utilization of the entire amount of the counterpart, including the reutilization of any repayments of counterpart disbursed on a repayable basis.
3. No expenditure of counterpart funds pursuant to a sub-agreement shall be made to reimburse for outlays made prior to the date of the signing of such sub-agreement.
4. There shall be established a counterpart reserve fund in an amount not to exceed six (6) per cent of the total counterpart which may be used by the Irish Government (a) to meet unforeseen increases in the costs of agreed projects or programs, or (b) for other projects or programs in the categories specified in Article I.

ARTICLE IV

1. The Irish Government, upon the request of the Government of the United States of America, shall make an annual report to the Government of the United States of America on the status of the projects and programs covered by this agreement, which report will include full statements as to the amounts and use of counterpart expended in furtherance of such projects and programs.

ARTICLE V

1. This agreement shall be subject to approval by both Governments and shall become effective on the date of the exchange of

ratifications.^[1] As far as the Government of the United States of America is concerned, the agreement is subject to approval by Act or Joint Resolution by the Congress.

IN WITNESS WHEREOF, the respective representatives, duly authorised for the purpose, have signed the present agreement.

DONE AT DUBLIN, IN DUPLICATE, this seventeenth day of June, 1954

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA.

WILLIAM H TAFT III

FOR THE GOVERNMENT
OF IRELAND.

LIAM COSGRAVE.

¹ Feb. 16, 1955.

BOLIVIA

Air Force Mission

Agreement extending the Military Aviation Mission Agreement of September 4, 1941, as extended and amended. TIAS 3192
Dec. 3, 22, 1954,

Effect by exchange of notes Oct. 20, 1949,
Signed at La Paz December 3 and 22, 1954; and Jan. 20 and
Entered into force December 22, 1954; operative retroactively September 4, Mar. 30, 1950

1953.

And agreement extending and amending the agreement of September 4, 1941, as extended.

Effect by exchange of notes Dated at Washington October 20, 1949, and January 20 and March
30, 1950;

Entered into force March 30, 1950; operative retroactively September 4, 1949.

*The American Chargé d'Affaires ad interim to the Bolivian Minister
of Foreign Affairs and Worship.*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY
La Paz, December 8, 1954.

No. 71

EAS 219.
55 Stat. 1338.

EXCELLENCY:

I have the honor to bring to the attention of Your Excellency's Government that the Air Force Mission Agreement between our two Governments expired on September 4, 1953, and no arrangements of an interim nature have been made to cover the period which has elapsed since that date and will elapse until the negotiations for a new agreement are completed.

I, therefore, have the honor to propose that the Agreement of September 4, 1941, be extended, effective as of September 4, 1953, and until such time as it may be terminated under the provisions of either Article 4 or Article 5 thereof, or until such time as it is superseded by the Agreement now being negotiated. If this proposal meets with the approval of the Government of Bolivia, it is further proposed that this note and your Excellency's reply

constitute an agreement between our two Governments on this matter.

EDWARD J. ROWELL
Chargé d'Affaires ad interim

His Excellency

Doctor WALTER GUEVARA ARZE,
Minister of Foreign Affairs and Worship
for the Republic of Bolivia.

The Bolivian Minister of Foreign Affairs and Worship to the American Ambassador

REPUBLICA DE BOLIVIA
MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

No. D.G.A.N. 74.-

LA PAZ, 22 de diciembre de 1954

SEÑOR EMBAJADOR:

Refiriéndome a la atenta nota verbal de esa Embajada número 71, de 3 del corriente, relativa al Convenio de la Misión de las Fuerzas Aéreas en Bolivia, tengo el honor de expresar a Vuestra Excelencia que el Ministerio de Defensa Nacional acaba de hacer saber a esta Cancillería su resolución de prolongar la vigencia del Contrato firmado el 4 de septiembre de 1941 hasta la suscripción del nuevo Acuerdo. En consecuencia, la referida comunicación y la presente nota constituyen suficiente demostración de tal propósito.

Me valgo de la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Por el Ministro
E. ARZE Q.

Eduardo Arze Quiraga
Subsecretario de Relaciones Exteriores

Al Excmo. señor GERALD A. DREW,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
Presente.

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

No. D.G.A.N. 74.-

LA PAZ, December 22, 1954

MR. AMBASSADOR:

Referring to your Embassy's courteous note verbale No. 71, of the 3d of this month, concerning the agreement relating to the Air Force Mission in Bolivia, I have the honor to inform Your Excellency that the Ministry of National Defense has just notified this Foreign Office of its decision to extend the life of the agreement signed on September 4, 1941, until the signing of the new agreement. Consequently, the aforementioned communication and the present note constitute sufficient evidence of such intention.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

For the Minister
E. ARZE Q.

Eduardo Arze Quiraga
Under Secretary of Foreign Affairs

His Excellency

GERALD A. DREW,
*Ambassador Extraordinary and Plenipotentiary of the
United States of America,
City.*

The Bolivian Embassy to the Department of State

EMBAJADA DE BOLIVIA
WASHINGTON

La Embajada de Bolivia presenta sus consideraciones al Departamento de Estado y tiene el honor de informarle, de conformidad con instrucciones que acaba de recibir, que el Gobierno de Bolivia desea que se prorrogue por un período de cuatro años más el Acuerdo suscrito entre el Gobierno de los Estados Unidos de América y el Gobierno de Bolivia el 4 de septiembre de 1941, para la constitución de una Misión de Aviación Militar americana en la República de Bolivia.

De conformidad con lo establecido en el Artículo 6o. del Acuerdo, el Ministro de Defensa Nacional de Bolivia sugiere que el personal de la Misión de Aviación Militar se constituya en lo futuro en la siguiente forma:

- 1) Un Jefe, Diplomado de Estado Mayor de Aviación, para asesorar en la organización e instrucción de las Fuerzas Aéreas.
- 2) Un Jefe u oficial, Diplomado e Instructor con experiencia para asesorar y dirigir la Escuela Táctica de Aviación.
- 3) Un Jefe u oficial, técnico en mantenimiento, para asesorar a la Dirección de los Servicios de Aeronáutica del Ministerio de Defensa Nacional.
- 4) Un oficial con título de Instructor especializado para dirigir y asesorar la Escuela de Pilotos Militares.

El Gobierno de Bolivia abriga la esperanza de que la Secretaría de Guerra de los Estados Unidos considerará favorablemente la proposición que se formula con respecto a la composición del personal de la Misión, que ha sido hecha fundándose en la experiencia recogida durante los ocho años de servicios de la Misión en la República de Bolivia.

WASHINGTON, D. C.

20 de octubre de 1949.

R M V

[SEAL]

*Translation***EMBASSY OF BOLIVIA
WASHINGTON**

The Embassy of Bolivia presents its compliments to the Department of State and has the honor to inform the latter that, according to instructions just received by it, the Government of Bolivia wishes to obtain a four-year extension of the agreement concluded between the Government of the United States of America and the Government of Bolivia on September 4, 1941, for the establishment of a United States Military Aviation Mission in the Republic of Bolivia.

In accordance with the provisions of Article 6 of the aforementioned agreement, the Minister of National Defense of Bolivia suggests that the personnel of the Military Aviation Mission should in future consist of:

- 1) A field grade officer, who should be a graduate of the Aviation General Staff, to advise in the organization and training of the Air Forces.
- 2) A field grade or company grade officer, who should be a graduate and instructor, with experience in advising and directing the Tactical Air School.
- 3) A field grade or company grade officer, who should be a maintenance expert, to advise the Director of the Air Services of the Ministry of National Defense.
- 4) An officer with the degree of Specialized Instructor, to direct and advise the School for Military Pilots.

The Government of Bolivia hopes that the Department of National Defense will favorably consider the proposal formulated with regard to the composition of the personnel of the Mission, which has as its basis the experience obtained during the eight years' service of the Mission in the Republic of Bolivia.

WASHINGTON, D.C.

October 20, 1949.

R M V

[SEAL]

*The Secretary of State to the Bolivian Ambassador*DEPARTMENT OF STATE
WASHINGTON

Jan 20 1950

EXCELLENCY:

I have the honor to refer to the Embassy's note of October 20, 1949 requesting on behalf of the Bolivian Government that the Agreement signed September 4, 1941 between the Governments of the United States of America and the Republic of Bolivia providing for the assignment of a United States Military Aviation Mission to Bolivia be renewed for a period of four years effective as of September 4, 1949, also requesting a change in the composition of the Air Mission.

The Department of the Air Force is agreeable to the renewal of the Agreement for a period of four years and to the changes in the composition of the Mission as outlined in the Embassy's note under reference.

The Department of the Air Force has requested that Article 16 of the Agreement be amended to read as follows:

The personal and household effects, baggage, automobile and other articles imported by the members of the Mission for their personal use and for use of members of their families, and supplies imported for the official use of the Mission shall be exempt from customs duties and imposts of any kind by the Government of Bolivia and allowed free entry and egress upon request of the Chief of the Mission. This provision is applicable to all personnel of the Mission whether they be accredited, nonaccredited or on temporary duty.

The following substitutions are desired in the wording of the Agreement in order that the current organization of the United States Air Force may be properly reflected:

- a. Preamble: United States Air Force Mission in lieu of Military Aviation Mission.
- b. Article 6: United States Air Force in lieu of United States Army Air Corps; Department of the Air Force in lieu of War Department.
- c. Article 9: United States Air Force in lieu of United States Army Air Corps throughout the Article.
- d. Article 11: United States Air Force in lieu of United States Army Air Corps.
- e. Article 15: Department of the Air Force in lieu of War Department.

In the event the above proposals are acceptable to your Government, I shall consider this note and your response to that effect as constituting agreement between the two Governments for the renewal of the Agreement of 1941, notwithstanding the provision of Title I, Article 3.

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

For the Secretary of State:

WILLARD F. BARBER

His Excellency

Señor Don RICARDO MARTINEZ VARGAS.

Ambassador of Bolivia.

The Bolivian Ambassador to the Secretary of State

EMBAJADA DE BOLIVIA
WASHINGTON

30 DE MARZO DE 1950.

EXCELENCIA:

Con referencia a mi nota de 20 de octubre de 1949 y a la atenta nota de Vuestra Excelencia fechada el 20 de enero del presente año, relativas a la renovación del Acuerdo suscrito entre el Gobierno de los Estados Unidos y el Gobierno de Bolivia el 4 de septiembre de 1941, para la constitución de una Misión de Aviación Militar americana en la República de Bolivia, tengo el honor de manifestarle que la reducción de personal propuesta en la citada nota de esta Embajada afectaría seriamente el servicio que presta en el país dicha Misión de Aviación Militar, y por lo tanto, de conformidad con instrucciones que acabo de recibir de mi Gobierno, me es honroso solicitar a Vuestra Excelencia que se deje sin efecto tal reducción, y se mantenga la Misión con el personal que tiene actualmente.

En consecuencia, mi Gobierno está conforme con la renovación del Acuerdo de 4 de septiembre de 1941 por un período de cuatro años más, y da su conformidad a la modificación del Artículo 16 sugerida por el Departamento de las Fuerzas Aéreas, así como a la sustitución de nombres propuesta para el preámbulo y para los artículos 6, 9, 11 y 15 del Acuerdo.

Me complazco en agradecer por anticipado a Vuestra Excelencia por la favorable atención que se preste a la proposición contenida

en la presente nota, y aprovecho la oportunidad para reiterarle los sentimientos de mi consideración más alta y distinguida.

R MARTÍNEZ VARGAS

A Su Excelencia DEAN ACHESON,
Secretario de Estado,
Washington, D. C.

Translation

EMBASSY OF BOLIVIA
WASHINGTON

MARCH 30, 1950.

EXCELLENCY:

With reference to my note of October 20, 1949, and Your Excellency's courteous note dated January 20, 1950, relative to the renewal of the agreement concluded between the Government of the United States and the Government of Bolivia on September 4, 1941, for the establishment of a United States Military Aviation Mission in the Republic of Bolivia, I have the honor to inform you that the reduction in personnel proposed in the aforementioned note of this Embassy would seriously affect the services which the said Military Aviation Mission is rendering in my country, and, therefore, in accordance with instructions which I have just received from my Government, I have the honor to request of Your Excellency that the aforesaid reduction in personnel not be put into effect and that the Mission be maintained with its present personnel.

Consequently, my Government agrees to the renewal of the agreement of September 4, 1941, for an additional period of four years, and agrees to the amendment of Article 16 which was suggested by the Department of the Air Force, as well as to the proposed substitution of names in the preamble and in Articles 6, 9, 11, and 15 of the agreement.

I take pleasure in thanking Your Excellency in advance for the favorable consideration which may be accorded to the proposal embodied in this note, and I avail myself of this opportunity to renew to you the assurances of my highest and most distinguished consideration.

R MARTÍNEZ VARGAS

His Excellency

DEAN ACHESON,
Secretary of State,
Washington, D. C.

YUGOSLAVIA

ECONOMIC AID

*Agreement effected by exchange of notes
Signed at Belgrade February 7 and 9, 1955;
Entered into force February 9, 1955.*

TIAS 3193
Feb. 7 and 9,
1955

*The American Ambassador to the Yugoslav Acting Secretary of State
for Foreign Affairs*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Belgrade, February 7, 1955

EXCELLENCY:

I have the honor to refer to the notes Mr. Koca Popovic and I exchanged on January 4 and 5, 1954 with reference to tripartite economic assistance to Yugoslavia and to inform you that in association with the Government of the United Kingdom and the Government of France, the Government of the United States of America intends to grant certain further economic aid, for the period beginning 1 July 1954 and ending 30 June 1955. The nature and the use of this aid will be determined by mutual arrangement between the Government of the United States of America and the Government of Yugoslavia.

TIAS 3103.
5 UST, pt. 3, p. 2419.

It continues to be the desire of the Government of the United States of America, which fully appreciates the determination of the Yugoslav Government and the Yugoslav people in this regard, that Yugoslavia should be able to maintain its ability to defend and preserve its national independence and improve its balance of payments position.

The Government of the United States of America hopes that the Government of Yugoslavia will continue as heretofore not only to supply the three governments with information on Yugoslavia's economic situation, including its external debt position, but will also continue to exchange views with them in the manner which has proved of such mutual benefit in the past.

I should be grateful if your Excellency would inform me whether your Government concurs in the foregoing.

Accept, Excellency, the assurances of my highest consideration.

JAMES W. RIDDLERBERGER

His Excellency

ALES BEBLER,

*Acting Secretary of State for Foreign Affairs
of the Federal People's Republic of Yugoslavia,
Belgrade.*

The Yugoslav Under Secretary in the State Secretariat for Foreign Affairs to the American Ambassador

BEograd, February 9, 1955

EXCELLENCY,

I have the honor to acknowledge the receipt of your note dated February 7, 1955 which reads as follows:

"I have the honor to refer to the notes Mr. Koča Popović and I exchanged on January 4 and 5, 1954 with reference to tripartite economic assistance to Yugoslavia and to inform you that in association with the Government of the United Kingdom and the Government of France, the Government of the United States of America intends to grant certain further economic aid, for the period beginning 1 July 1954 and ending 30 June 1955. The nature and the use of this aid will be determined by mutual arrangement between the Government of the United States of America and the Government of Yugoslavia.

It continues to be the desire of the Government of the United States of America, which fully appreciates the determination of the Yugoslav Government and the Yugoslav people in this regard, that Yugoslavia should be able to maintain its ability to defend and preserve its national independence and improve its balance of payments position.

The Government of the United States of America hopes that the Government of Yugoslavia will continue as heretofore not only to supply the three governments with information on Yugoslavia's economic situation, including its external debt position, but will also continue to exchange views with them in the manner which has proved of such mutual benefit in the past.

I should be grateful if your Excellency would inform me whether your Government concurs in the foregoing."

I have the honor to inform you of the concurrence of my Government in the foregoing.

Accept, Excellency, the assurances of my highest consideration.

VELJKO MIĆUNOVIĆ

His Excellency

JAMES RIDDLEBERGER,

*Ambassador of the United States of America,
Beograd.*

ITALY

MUTUAL SECURITY

Defense Support Aid

*Agreement effected by exchange of letters
Signed at Rome February 11, 1955;
Entered into force February 11, 1955.*

TIAS 3194
Feb. 11, 1955

The American Ambassador to the Italian Prime Minister

AMERICAN EMBASSY, ROME
11 February 1955

EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to Defense Support Aid for Italy in fiscal year 1955 in order to promote the purposes of the Mutual Security Act of 1954. The United States Government is prepared to grant \$15,520,000 to the Italian Government for this purpose from Mutual Security Funds appropriated for fiscal year 1955 on the following basis.

68 Stat. 832.
2 U.S.C. § 1751 note.

1) The whole of the \$15,520,000 to be allotted by the Government of the United States will be subject to the normal import programming and control procedures established under the Mutual Security Act of 1954, and the Economic Cooperation Agreement of June 28, 1948 as amended between the United States and Italy.

TIAS 1789,
62 Stat., pt. 2, p. 2421
TIAS 1917, 2028, 2263
2769
62 Stat., pt. 3, p. 3815;
1 UST 160; 2 UST
1169; 4 UST 116.

2) Except for the commodities, if any, imported into Italy under the preceding paragraph within the terms of Section 402 of the Mutual Security Act of 1954, the lire counterpart of the foregoing \$15,520,000 will be deposited, released, and accounted for according to the normal procedures provided in the governing agreements between the United States and Italy. Insofar as the commodities imported into Italy under the preceding paragraph are sales within the terms of Section 402 of the Mutual Security Act of 1954, the local currencies resulting from such sales shall be deposited to the account of the United States Government.

- 3) Except as may otherwise be provided for by agreement between the United States and Italy, the counterpart held to the account of the Italian Government is to be used to build roads and other productive public works basic to the development of the economy of Southern Italy, thereby creating new short and long-term employment possibilities for depressed areas. Similarly, except as may be otherwise provided for by agreement between the United States and Italy, the local currencies deposited to the account of the United States from Section 402 sales under the Mutual Security Act of 1954 will be granted to the Government of Italy for the purposes described in the preceding sentence.
- 4) The projects specified in paragraph 3 will be administered so as to strengthen free labor. To this end, the contractors must be willing to treat with free trade unions as the representatives of the workers on the projects. The contractors must also observe as a minimum the labor conditions and wage rates established in national wage contracts for the categories of workers involved, and comply with existing social security legislation and other legislation pertaining to the protection of workers.
- 5) The Italian Government will take all necessary action to publicize fully the use of United States grants and/or counterpart.
- 6) Revision of these terms will be subject to consultation and agreement between the Italian Government and the United States Government.

The United States Government would appreciate receiving confirmation that the foregoing terms and conditions are acceptable to the Italian Government.

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

CLARE BOOTHE LUCE

His Excellency

MARIO SCELBA,

*Prime Minister of the
Republic of Italy,
Rome.*

The Italian Prime Minister to the American Ambassador

REPUBBLICA ITALIANA

*Il Presidente
del Consiglio dei Ministri*

22/00184

ROMA, 11 febbraio 1955

SIGNOR AMBASCIATORE,

con lettera in data odierna Ella ha voluto comunicarmi quanto segue:

“Ho l'onore di riferirmi alle conversazioni che si sono recentemente svolte tra i rappresentanti dei nostri due Governi in merito al “Defense Support Aid” all'Italia nell'anno finanziario 1954-55, allo scopo di promuovere gli obiettivi del “Mutual Security Act” del 1954.

A questo scopo, il Governo degli Stati Uniti è disposto a concedere \$15.520.000 al Governo italiano sui fondi “Mutual Security”, stanziati per l'anno finanziario 1954-55, sulla base delle seguenti intese:

I- Le assegnazioni dell'intera somma di \$15.520.000 da parte del Governo degli Stati Uniti saranno soggette alle normali procedure di programmazione delle importazioni e di controllo, stabilite dal Mutual Security Act del 1954 e dall'Accordo di Cooperazione economica del 28 giugno 1948 e successivi emendamenti tra gli Stati Uniti e l'Italia.

II- Tranne che per le merci eventualmente importate in Italia in base ai paragrafi precedenti, alle condizioni indicate dalla Sezione 402 del Mutual Security Act del 1954, il controvalore in lire dei predetti \$15.520.000 verrà depositato, sbloccato e contabilizzato, secondo le procedure normali previste dagli accordi vigenti tra gli Stati Uniti e l'Italia.

Nella misura in cui le merci importate in Italia in base al paragrafo precedente sono costituite da vendite, ai termini della Sezione 402 del Mutual Security Act del 1954, la valuta locale risultante da tali vendite sarà depositata sul conto del Governo degli Stati Uniti.

III- Ad eccezione di quanto può essere diversamente disposto mediante accordo fra gli Stati Uniti e l'Italia, il controvalore accreditato a favore del Governo italiano è destinato ad essere usato per costruire strade ed altre opere pubbliche produttive, fondamentali per lo sviluppo dell'economia dell'Italia meridionale, in modo da creare così nuove possibilità di occupazione, a breve e a lunga scadenza, per le aree depresse. Analogamente, eccetto

quanto possa essere diversamente disposto attraverso accordo tra gli Stati Uniti e l'Italia, la valuta locale depositata in nome degli Stati Uniti e proveniente dalle vendite di cui alla Sezione 402 del Mutual Security Act del 1954, verrà concessa al Governo italiano per gli scopi indicati nel presente paragrafo.

IV- I piani specificati nel paragrafo III verranno attuati in modo da rafforzare il libero lavoro. A questo scopo i datori di lavoro debbono essere disposti a trattare con i sindacati liberi quali rappresentanti dei lavoratori assunti per l'esecuzione di tali piani. I contraenti debbono anche osservare come minimo le condizioni di lavoro e i salari stabiliti nei contratti di lavoro nazionali per le categorie di lavoratori interessati e uniformarsi alla vigente legislazione di previdenza sociale e a ogni altra legge relativa alla protezione dei lavoratori.

V- Il Governo italiano prenderà ogni opportuna misura per dare piena pubblicità all'uso che esso farà dei fondi concessi dagli Stati Uniti e/o alla rispettiva contropartita.

VI- La modifica dei termini di cui sopra sarà oggetto di consultazioni e di accordi fra il Governo italiano e il Governo degli Stati Uniti.

Il Governo degli Stati Uniti gradirà ricevere conferma che i termini e le condizioni sopra indicate sono accettabili da parte del Governo italiano."

Ho l'onore di informarLa che il Governo italiano è d'accordo su quanto precede.

Gradisca, Signor Ambasciatore, gli atti della mia più alta considerazione.

SCELBA

S. E. CLARE BOOTHE LUCE
Ambasciatore degli Stati Uniti d'America
Roma=

*Translation***ITALIAN REPUBLIC***The President
of the Council of Ministers*

22/00184

ROME, February 11, 1955

MADAM AMBASSADOR,

In a letter dated today you are good enough to inform me as follows:

[For the English language text of the note, see *ante*, p. 587.]

I have the honor to inform you that the Italian Government concurs in the foregoing.

Accept, Madam Ambassador, the assurances of my highest consideration.

SCELBA**Her Excellency****CLARE BOOTHE LUCE,***Ambassador of the United States of America,
Rome.*

ITALY

MUTUAL SECURITY

Use of Counterpart Funds in Trieste

*Agreement effected by exchange of letters
Signed at Rome February 11, 1955;
Entered into force February 11, 1955.*

TIAS 3195
Feb. 11, 1955

The American Ambassador to the Italian Prime Minister

AMERICAN EMBASSY, ROME
11 February 1955

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of the Government of the United States and the Government of Italy relating to the future use of counterpart funds deriving from United States Government economic aid to Trieste in which it was understood that a general objective of the Italian Government is the continued economic development and political strengthening of the Trieste area. To assist the Italian Government in the attainment of this objective, the United States Government is prepared to agree to the continued utilization of the "ERP [^] Loan Repayment Fund" in Trieste on the following terms and conditions:

- 1) The currently applied joint signature by the United States Government and the appropriate authority for Trieste, since October 26, 1954, the Government of Italy as successor to the Allied Military Government, shall continue to be required for the release of funds from the ERP Loan Repayment Fund.
- 2) The Fund will continue to be used as a revolving loan fund for mutually agreed purposes in the Trieste area or elsewhere in Italy. Proposals for the use of part of the Fund outside

¹ European Recovery Program.

- of the Trieste area will be studied and discussed jointly by the United States Government and the Italian Government.
- 3) Loans from this Fund will be medium or long-term, at no more than 5½ per cent interest. Loans at less than 5½ per cent will be based on criteria mutually agreed between the United States and Italian Governments. Repayment of loans and interest thereon will be redeposited in the Loan Fund, and shall be available for further loans under the terms of this letter.
 - 4) Security for the loans will be limited to reasonable coverage, not exceeding the assets of the project and without recourse to bank guarantees or mortgages on other property privately owned by the borrowers or others.
 - 5) The United States Government shall retain the right of approval or disapproval of all loans and of all proposals to extend or otherwise alter the terms of previously approved loans. The Italian Government will furnish the United States Government with whatever information it may need for the foregoing purpose, including a copy of each loan application when submitted, and will, in due course, also furnish its evaluation of each application and a copy of each proposed loan contract. The United States Government will also receive quarterly reports of all approved loans, contract dates and amounts, amounts disbursed, amounts repaid, and amounts of principal and interest which are past due.
 - 6) The specific procedures for processing loan applications so as to meet the terms of this letter will be established by mutual agreement between the two Governments. The United States Government will participate in formulating the convention between the Italian Treasury and the loaning agency designated to operate this loan program.
 - 7) The Fund will be administered so as to promote the purposes of the Mutual Security Act, as amended, including the strengthening of democratic forces, and, particularly, free labor. To this end each loan applicant must be willing to treat with free trade unions as the representatives of his workers. The applicant must also agree, in the loan contract, to observe as a minimum the labor conditions and wage rates established in the national wage contracts, and to comply with existing social security legislation and other legislation pertaining to the protection of workers.

65 Stat. 373.
22 U.S.C. §1651
note.

- 8) Authorized members of the United States Government will have access to the records of the approved lending agencies pertaining to loans from the ERP Loan Repayment Fund, as well as access to the recipient plants.
- 9) Extension or alteration of the foregoing terms and conditions of the ERP Loan Repayment Fund and its disposition in the event of termination of this program will be subject to consultation and agreement between the Italian Government and the United States Government.

Upon receipt of a letter from your Government indicating that the foregoing terms and conditions are acceptable to the Italian Government, the Government of the United States of America will consider that this letter and your Government's reply thereto constitute an agreement between the two Governments on this subject which will enter into force on the date of your letter in reply.

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

CLARE BOOTHE LUCE

His Excellency

MARIO SCELBA,

*Prime Minister of the
Republic of Italy,
Rome.*

The Italian Prime Minister to the American Ambassador

REPUBBLICA ITALIANA

*Il Presidente
del Consiglio dei Ministri*

22/0185

ROMA, li 11 febbraio 1955

SIGNOR AMBASCIATORE,

con lettera in data odierna Ella ha voluto comunicarmi quanto segue:

"Ho l'onore di riferirmi alle conversazioni che si sono recentemente svolte tra i Rappresentanti dei Governi degli Stati Uniti e d'Italia, in merito all'impiego futuro dei fondi di contropartita derivanti dall'aiuto economico statunitense a Trieste, nelle quali conversazioni fu convenuto essere obiettivo di ordine generale del Governo italiano il continuo sviluppo economico e il rafforzamento politico del territorio di Trieste. Onde assistere il Governo

italiano nel conseguimento di questo obiettivo il Governo degli Stati Uniti è pronto a dare il suo assenso al proseguimento dell'utilizzo dell' "ERP Loan Repayment Fund" in Trieste ai seguenti termini e condizioni:

- 1) La firma congiunta del Governo degli Stati Uniti e dell'Autorità competente di Trieste—dal 26 ottobre 1954 il Governo italiano, quale successore del Governo Militare Alleato—continuerà ad essere necessaria per la liberazione dei fondi derivanti dall' "ERP Loan Repayment Fund".
- 2) Il Fondo continuerà ad essere usato quale fondo rotante per prestiti a fini stabiliti di comune accordo nel territorio di Trieste o in qualunque altro luogo in Italia. Proposte per l'uso di parte del Fondo fuori del territorio di Trieste saranno esaminate e discusse congiuntamente tra il Governo degli Stati Uniti e quello italiano.
- 3) I prestiti concessi su tale Fondo saranno a medio o a lungo termine, a un interesse non superiore al 5½%. I prestiti a un interesse inferiore al 5½% saranno concessi in base a criteri stabiliti di comune accordo tra i Governi statunitense e italiano. I rimborsi dei prestiti e gli interessi maturati saranno nuovamente depositati nel "Loan Fund" e saranno a disposizione per ulteriori prestiti alle condizioni del presente accordo.
- 4) La garanzia dei prestiti sarà limitata entro ragionevoli limiti di copertura, da non eccedere le attività delle intraprese progettate e non richiederà il ricorso a garanzie bancarie o a ipoteche su altre proprietà possedute a titolo privato da chi riceve i prestiti o da altri.
- 5) Il Governo statunitense si riserva il diritto di approvare o meno tutti quei prestiti e tutte quelle proposte di prorogare o comunque modificare i termini dei prestiti già approvati. Il Governo italiano fornirà a quello degli Stati Uniti qualunque informazione possa occorrere a quest'ultimo ai fini dello scopo sopra indicato, ivi compresa copia di ogni domanda di prestito al momento in cui viene presentata, e farà conoscere pure, a tempo debito, il suo parere per ogni domanda, e inoltre trasmetterà una copia di ciascun contratto di prestito proposto. Il Governo degli Stati Uniti riceverà inoltre trimestralmente un rapporto sui prestiti approvati, la durata e l'ammontare dei contratti, le somme versate, quelle restituite e l'ammontare del capitale e degli interessi scaduti e non ancora rimborsati.

- 6) Le procedure specifiche per l'istruttoria delle domande di prestito, in modo che rispondano ai termini della presente nota, saranno stabilite di comune accordo tra i due Governi. Il Governo degli Stati Uniti parteciperà alla formulazione della convenzione fra il Tesoro italiano e l'Ente designato per l'attuazione del presente programma di prestiti.
- 7) Il Fondo sarà amministrato in modo da favorire il raggiungimento dei fini del Mutual Security Act e suoi emendamenti, incluso il consolidamento delle forze democratiche e, particolarmente, del libero lavoro. A questo fine ciascun aspirante ai prestiti dovrà essere disposto a trattare con i Sindacati liberi quali rappresentanti dei suoi dipendenti, e inoltre fare esplicita dichiarazione nel contratto di prestito di accettare, come minimo, le condizioni di lavoro e i salari stabiliti dai contratti di lavoro nazionali nonché di osservare l'attuale legislazione di previdenza sociale e ogni altra legge relativa alla protezione dei lavoratori.
- 8) Membri autorizzati del Governo degli Stati Uniti avranno accesso alla documentazione degli Enti autorizzati alla concessione dei prestiti dell' "ERP Loan Repayment Fund", e avranno inoltre diritto di accesso agli stabilimenti del mutuatario.
- 9) Proroghe o modifiche dei termini di cui sopra e delle condizioni dell' "ERP Loan Repayment Fund" e del suo impiego in caso di cessazione del presente programma saranno oggetto di consultazioni e di accordi tra il Governo italiano e quello degli Stati Uniti.

Appena in possesso di una nota da parte del Suo Governo indicante che i termini e le condizioni di cui sopra sono accettabili da parte del Governo italiano, il Governo degli Stati Uniti considererà che la presente nota e la risposta del Suo Governo costituiranno un accordo fra i due Governi in questa materia, accordo che andrà in vigore alla data della Sua nota di risposta."

Ho l'onore di informarLa che il Governo italiano è d'accordo su quanto precede.

Gradisca, Signor Ambasciatore, gli atti della mia più alta considerazione.

SCELBA

Sua Eccellenza

CLARE BOOTHE LUCE

*Ambasciatore degli Stati Uniti d'America
Roma=*

Translation

ITALIAN REPUBLIC
*The President
of the Council of Ministers*

22/00185

ROME, February 11, 1955

MADAM AMBASSADOR,

In a letter dated today you are good enough to inform me as follows:

[For the English language text of the letter, see *ante*, p. 593.]

I have the honor to inform you that the Italian Government concurs in the foregoing.

Accept, Madam Ambassador, the assurances of my highest consideration.

SCELBA

Her Excellency

CLARE BOOTHE LUCE,

*Ambassador of the United States of America,
Rome.*

COSTA RICA

TECHNICAL COOPERATION

Amendment of Agricultural Research Program

*Agreement effected by exchange of notes
Signed at San José October 19 and 26, 1954;
Entered into force October 26, 1954.*

TIAS 3196
Oct. 19 and
26, 1954

*The American Chargé d'Affaires ad interim to the Costa Rican
Minister of Foreign Affairs*

AMERICAN EMBASSY,
San José, October 19, 1954.

No. 45

EXCELLENCY:

I have the honor to refer to our previous Note No. 159 of June 28, 1954 and Your Excellency's reply thereto Note No. DVB-406 of June 30, 1954, whereby agreement was reached on carrying out technical cooperation project in the field of Agricultural Research, under the authority of the General Agreement for Technical Cooperation between the Government of Costa Rica and the Government of the United States of America.

TIAS 3092.
5 UST, pt. 3, p. 2312.

By referenced diplomatic notes, it was contemplated that the referenced project would be carried out through a direct contract between a United States college or university and the Ministry of Agriculture and Industries of the Costa Rican government, with the Institute of Inter-American Affairs of the Foreign Operations Administration guaranteeing the payment of a portion of the costs under the contract in an amount not to exceed \$160,000.00 during a three-year period.

TIAS 2186, 2885.
2 UST 431; 3 UST 21.

General agreement has been reached between the Ministry, officials of the Foreign Operations Administration, and the University of Florida, the university selected to carry out the project program in providing technicians to assist in improvement of the agricultural research activities of Costa Rica. However, for legal reasons and to permit more effective administrative functions from the standpoint of the local Mission of Foreign Operations Administration, it is desirable to have the official contract exe-

cuted between the agricultural servicio STICA [1] and the University of Florida, rather than between the Ministry of Agriculture and the University. The same program of technical assistance to the Ministry, as previously agreed upon by referenced diplomatic notes, will be carried out through a project agreement to be entered into between the Servicio STICA and the Ministry of Agriculture and Industries.

This proposed change in signatories to the official contract has been discussed with His Excellency, señor Bruce Masis D., Minister of Agriculture and Industries, who has expressed his concurrence.

If Your Excellency's Government has no objection to the above proposal, a reply hereto so stating concurrence will permit the local Mission of Foreign Operations Administration to proceed immediately in finalizing the contract and initiate actual project operations. Under the conditions set forth in our Note No. 159, the financial obligations of the U. S. Government were effective only if the contract is signed within six months from June 30, 1954.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

C. ALLAN STEWART
Chargé d'Affaires ad interim

His Excellency
MARIO A. ESQUIVEL
Minister of Foreign Affairs
San José, Costa Rica.

*The Costa Rican Minister of Foreign Affairs to the American
Chargé d'Affaires ad interim*

República de Costa Rica
MINISTERIO DE RELACIONES EXTERIORES Y CULTO
Departmento de Organizaciones Internacionales
No. 25-OI-6067-T SAN JOSÉ, 26 de octubre de 1954

SEÑOR ENCARGADO DE NEGOCIOS:

Me es grato referirme a su atenta nota No. 45 fechada 19 de los corrientes, en relación con un contrato entre la Universidad de Florida y el Servicio STICA como parte de un proyecto de cooperación técnica en el campo de investigación agrícola.

¹ "Servicio Técnico Interamericano de Cooperación Agrícola."

A este respecto me permito comunicarle que el Gobierno de Costa Rica no tiene ningun inconveniente en que el contrato oficial se efectúe entre el servicio STICA y la Universidad de Florida, en lugar de celebrarse entre el Ministerio de Agricultura y la Universidad. Queda entendido que se llevará a cabo el mismo programa de asistencia técnica al Ministerio de Agricultura tal como fué acordado en correspondencia anterior.

Me es grato reiterar a Vuestra Señoría los sentimientos de mi distinguida consideración.

MARIO A ESQUIVEL

Mario A. Esquivel

Ministro de Relaciones Exteriores

Honorable Señor

C. ALLAN STEWART

Encargado de Negocios a. i.

Embajada de los Estados Unidos de América

Ciudad.-

Translation

Republic of Costa Rica

MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

Department of International Organizations

No. 25-OI-6067-T

SAN JOSÉ, October 26, 1954

MR. CHARGÉ D'AFFAIRES:

I take pleasure in referring to your courteous note No. 45, dated October 19, 1954, relating to a contract between the University of Florida and the Servicio STICA as part of a technical cooperation project in the field of agricultural research.

In this connection, I take the liberty of informing you that the Government of Costa Rica has no objection to the official contract being concluded between the Servicio STICA and the University of Florida, instead of between the Ministry of Agriculture and the University. It is understood that the same program of technical assistance to the Ministry of Agriculture agreed upon in previous correspondence will be carried out.

I take pleasure in renewing to you, Sir, the assurances of my distinguished consideration.

MARIO A ESQUIVEL

Mario A. Esquivel

Minister of Foreign Affairs

The Honorable

C. ALLAN STEWART,

Chargé d'Affaires ad interim,

Embassy of the United States of America,

City.

INTERGOVERNMENTAL COMMITTEE FOR EUROPEAN MIGRATION

CONSTITUTION

Constitution adopted by the Intergovernmental Committee for European Migration, at Venice, October 19, 1953;

TIAS 3197
Oct. 19, 1953

*Acceptance by the United States of America deposited September 21, 1954;
Entered into force November 30, 1954.*

INTERGOVERNMENTAL COMMITTEE FOR EUROPEAN MIGRATION

November 1953
Geneva

MC/55

CONSTITUTION [¹]

PREAMBLE

THE GOVERNMENTS MEMBERS OF THE INTERGOVERNMENTAL COMMITTEE FOR EUROPEAN MIGRATION, [²]

REAFFIRMING

the principles embodied in the Resolution adopted on 5 December 1951 by the Migration Conference in Brussels and annexed hereto;

RECOGNIZING

that the furnishing of special migration services is often needed in order to increase the volume of European emigration and to ensure the smooth accomplishment of migratory movements and, in particular, the settlement of the migrants under the most favourable conditions for their quick integration into the economic and social life of their countries of adoption;

that international financing of European emigration would not only contribute to solving the problem of population in Europe, but may also stimulate the creation of new economic opportunities in countries lacking manpower;

¹ As certified on Jan. 11, 1955, by the Intergovernmental Committee for European Migration.

² For list of members, see *post*, p. 644.

that the movement of migrants should as far as possible be effected by the normal shipping and air transport services but that, from time to time, there is evidence of a need for additional transport facilities;

that there is need to promote the co-operation of Governments and international organizations with a view to the emigration of persons who desire to emigrate to overseas countries where they may achieve self-dependence through useful employment and live with their families in dignity and self-respect, doing their part to contribute to peace and order in the world;

DO HEREBY ESTABLISH

the INTERGOVERNMENTAL COMMITTEE FOR EUROPEAN MIGRATION (hereinafter called the Committee) as a non-permanent organization and

ACCEPT THIS CONSTITUTION.

CHAPTER I—PURPOSE AND FUNCTIONS

Article 1

1. The purpose and functions of the Committee shall be:

- (a) to make arrangements for the transport of migrants, for whom existing facilities are inadequate and who could not otherwise be moved, from European countries having surplus population to countries overseas which offer opportunities for orderly immigration;
 - (b) to promote the increase of the volume of migration from Europe by providing, at the request of and in agreement with the Governments concerned, services in the processing, reception, first placement and settlement of migrants which other international organizations are not in a position to supply, and such other assistance to this purpose as is in accord with the aims of the Committee.
2. The Committee shall recognize the fact that control of standards of admission and the number of immigrants to be admitted are matters within the domestic jurisdiction of States, and, in carrying out its functions, shall conform to the laws, regulations, and policies of the emigration and immigration countries concerned.
3. The Committee shall be concerned with the migration of refugees for whom arrangements may be made between the Com-

mittee and the Governments of the countries concerned, including those undertaking to receive them.

CHAPTER II—MEMBERSHIP

Article 2

The Members of the Committee shall be:

- (a) the Governments being Members of the Intergovernmental Committee for European Migration which have accepted this Constitution according to Article 33, or to which the terms of Article 34 apply;
- (b) other Governments with a demonstrated interest in the principle of the free movement of persons which undertake to make a financial contribution at least to the administrative requirements of the Committee, the amount of which will be agreed to by the Council and by the Government concerned, subject to a two-thirds majority vote of the Council and upon acceptance by the Government of this Constitution.

Article 3

Any Member may give notice of withdrawal from the Committee effective at the end of a financial year. Such notice must be in writing and must reach the Director of the Committee at least four months before the end of the financial year. The financial obligations to the Committee of a Member which has given notice of withdrawal shall include the entire financial year in which the notice is given.

Article 4

Any Member may be disqualified from membership by a two-thirds majority vote of the Council, if it fails to meet its financial obligations to the Committee for two consecutive financial years or if it persistently violates the principles contained in this Constitution.

CHAPTER III—ORGANS

Article 5

There are established as the organs of the Committee:

- (a) the Council;
- (b) the Executive Committee;
- (c) the Administration.

CHAPTER IV—COUNCIL*Article 6*

The functions of the Council, in addition to those mentioned in other provisions of this Constitution, shall be:

- (a) to determine the policies of the Committee;
- (b) to review the reports and to approve and direct the activities of the Executive Committee;
- (c) to review the reports and to approve and direct the activities of the Director;
- (d) to review and approve the budget, the plan of expenditure and the accounts of the Committee;
- (e) to take any other appropriate action to further the purpose of the Committee.

Article 7

1. The Council shall be composed of representatives of the Member Governments.
2. Each Member Government shall have one representative and such alternates and advisers as it may deem necessary.
3. Each Member Government shall have one vote in the Council.

Article 8

1. The Council shall normally meet twice a year, at such times as shall be determined by it, unless two-thirds of its Members decide that only one session is necessary in any given year.
2. The Council shall meet in special session at the request of:
 - (a) one-third of its Members;
 - (b) the Executive Committee;
 - (c) the Director, in urgent circumstances.
3. The Council shall elect a Chairman and other officers at the beginning of each session.

Article 9

The Council may set up such Sub-Committees as may be required for the proper discharge of its functions.

Article 10

The Council shall adopt its own rules of procedure.

CHAPTER V—EXECUTIVE COMMITTEE

Article 11

The functions of the Executive Committee shall be:

- (a) to prepare the sessions of the Council, by studying the annual reports of the Director and all special reports;
- (b) to study all financial and budgetary questions falling within the competence of the Council, and to transmit its recommendations thereon to the Council;
- (c) to study any specific questions referred to it by the Council, and to transmit its recommendations thereon to the Council;
- (d) to advise the Director on any matters which he may refer to it;
- (e) to consider any matter specifically referred to it by the Council, and to take such action as may be deemed necessary thereon;
- (f) to make, in exceptional circumstances between sessions of the Council, any emergency decisions on matters falling within the competence of the Council, which shall be reviewed by that body at its next following session.

Article 12

1. The Executive Committee shall be composed of the representatives of nine Member Governments.
2. These Member Governments shall be elected by the Council for one year and shall be eligible for re-election.
3. Each Member of the Executive Committee shall have one representative and such alternates and advisers as it may deem necessary.
4. Each Member of the Executive Committee shall have one vote.

Article 13

1. The Executive Committee shall meet regularly before each session of the Council.
2. A special session of the Executive Committee may be called at the request of its Chairman, of the Director after consultation with the Chairman of the Council, or of a majority of the Members of the Executive Committee.
3. The Executive Committee shall elect a Chairman and a Vice-Chairman from among its members for one year term.

Article 14

The Executive Committee shall adopt its own rules of procedure.

CHAPTER VI—ADMINISTRATION*Article 15*

The Administration shall comprise a Director, a Deputy Director and such staff as the Council may determine.

Article 16

1. The Director and the Deputy Director shall be appointed by a two-thirds majority vote of the Council and shall serve under contracts approved by the Council, which shall be signed on behalf of the Committee by the Chairman of the Council.
2. The Director shall be responsible to the Council and the Executive Committee. He shall discharge the administrative and executive functions of the Committee in accordance with this Constitution and the policies and decisions of the Council and the Executive Committee and the rules and regulations established by them. He shall formulate proposals for appropriate action by the Council.

Article 17

The Director shall appoint the staff of the Administration in accordance with the staff regulations adopted by the Council.

Article 18

1. In the performance of their duties, the Director, the Deputy Director and the staff shall neither seek nor receive instructions from any Government or from any authority external to the Committee. They shall refrain from any action which might reflect on their position as international officials.
2. Each Member Government undertakes to respect the exclusively international character of the responsibilities of the Director, the Deputy Director and the staff and not to seek to influence them in the discharge of their responsibilities.
3. Efficiency, competence and integrity shall be the necessary considerations in the recruitment and employment of the staff which, except in special circumstances, shall be recruited among the nationals of countries whose Governments are Members of the Committee, taking into account, as far as possible, their geographical distribution.

Article 19

The Director shall be present, or be represented by the Deputy Director or another official designated by him, at all sessions of the Council, the Executive Committee and any Sub-Committees. He or his representative may participate in the discussions but shall have no vote.

Article 20

At the regular session of the Council next following the end of each financial year, the Director shall make to the Council, through the Executive Committee, a report on the work of the Committee, giving a full account of its activities during that year.

CHAPTER VII—HEADQUARTERS*Article 21*

1. The Committee shall have its Headquarters in Geneva. The Council may, by a two-thirds majority vote, change its location.
2. The meetings of the Council and the Executive Committee shall be held at Headquarters, unless two-thirds of the Members of the Council or the Executive Committee respectively have agreed to meet elsewhere.

CHAPTER VIII—FINANCE*Article 22*

The Director shall submit to the Council, through the Executive Committee, an annual budget covering the administrative and operational requirements and the anticipated resources of the Committee, such supplementary estimates as may be required and the annual or special accounting statements of the Committee.

Article 23

1. The requirements of the Committee shall be financed:
 - (a) as to the administrative part of the budget, by cash contributions from Member Governments;
 - (b) as to the operational part of the budget, by contributions in cash or services from Member Governments, other Governments, organizations or individuals.

Payments shall be made promptly, and in full prior to the expiration of the financial year for which the contribution is required.

2. Every Member Government shall be required to contribute to the administrative expenditure of the Committee in an amount

agreed to by the Council and by the Member Government concerned.

3. Contributions to the operational expenditure of the Committee shall be voluntary and any contributor to the operating fund may stipulate the terms and conditions under which its contribution may be used.
4. (a) All Headquarters administrative expenditure and all other administrative expenditure except that incurred in pursuance of the objectives outlined in paragraph 1 (b) of Article 1 shall be attributed to the administrative part of the budget;
(b) All operational expenditure and such administrative expenditure as is incurred in pursuance of the objectives outlined in paragraph 1 (b) of Article 1 shall be attributed to the operational part of the budget.
5. The Committee shall ensure that its administration is conducted in an efficient and economical manner.

Article 24

The financial regulations shall be established by the Council.

CHAPTER IX—LEGAL STATUS

Article 25

The Committee shall possess full juridical personality and enjoy such legal capacity as may be necessary for the exercise of its functions and the fulfilment of its purpose, and in particular the capacity, in accordance with the laws of the territory: (a) to contract; (b) to acquire and dispose of immovable and movable property; (c) to receive and disburse private and public funds; (d) to institute legal proceedings.

Article 26

1. The Committee shall enjoy, subject to agreements with the Governments concerned, such privileges and immunities as may be necessary for the exercise of its functions and the fulfilment of its purpose.
2. Representatives of Member Governments, the Director, the Deputy Director and the staff of the Administration shall likewise, subject to agreements with the Governments concerned, enjoy such privileges and immunities as are necessary for the independent exercise of their functions in connection with the Committee.

CHAPTER X—RELATIONS WITH OTHER ORGANIZATIONS***Article 27***

1. The Committee shall co-operate with international organizations, governmental and non-governmental, concerned with migration or refugees.
2. The Committee may invite any international organization, governmental or non-governmental, concerned with migration or refugees to be represented at the meetings of the Council under conditions prescribed by the Council. No representative of such an organization shall have the right to vote.

CHAPTER XI—MISCELLANEOUS PROVISIONS***Article 28***

1. Except as otherwise expressly provided in this Constitution or rules made by the Council or the Executive Committee, all decisions of the Council, the Executive Committee and all Sub-Committees shall be taken by a simple majority vote.
2. Majorities provided for in this Constitution or rules made by the Council or the Executive Committee shall refer to Members present and voting.
3. No vote shall be valid unless a majority of the Members of the Council, the Executive Committee or the Sub-Committees concerned are present.

Article 29

1. Texts of proposed amendments to this Constitution shall be communicated by the Director to Member Governments at least three months in advance of their consideration by the Council.
2. Amendments shall come into force when adopted by two-thirds of the Members of the Council and accepted by two-thirds of the Member Governments in accordance with their respective constitutional processes, provided, however, that amendments involving new obligations for Members shall come into force in respect of each Member only on acceptance by it.

Article 30

Any dispute concerning the interpretation or application of this Constitution which is not settled by negotiation or by a two-thirds majority vote of the Council shall be referred to the International Court of Justice in conformity with the Statute of the Court, unless the Member Governments concerned agree on another mode of settlement within a reasonable period of time.

TS 993.
59 Stat. 1055.

Article 31

Subject to approval by two-thirds of the Members of the Council, the Committee may take over from any other international organization or agency the purposes and activities of which lie within the purpose of the Committee such activities, resources and obligations as may be determined by international agreement or by mutually acceptable arrangements entered into between the competent authorities of the respective organizations.

Article 32

The Council may, by a three-quarters majority vote, decide to dissolve the Committee.

Article 33

This Constitution shall come into force, [¹] for those Governments Members of the Intergovernmental Committee for European Migration which have accepted it in accordance with their respective constitutional processes, on the day of the first meeting of that Committee after:

(a) at least two-thirds of the Members of the Committee, and
(b) a number of Members whose contributions represent at least 75 per cent. of the administrative part of the budget, shall have communicated to the Director their acceptance of this Constitution.

Article 34

Those Governments Members of the Intergovernmental Committee for European Migration which have not by the date of coming into force of this Constitution communicated to the Director their acceptance of this Constitution may remain Members of the Committee for a period of one year from that date if they contribute to the administrative requirements of the Committee in accordance with paragraph 2 of Article 23, and they shall retain during that period the right to accept the Constitution.

Article 35

The English, French and Spanish texts of this Constitution shall be regarded as equally authentic.

¹ Nov. 30, 1954. See *post*, p. 644.

ANNEX

RESOLUTION TO ESTABLISH A PROVISIONAL INTERGOVERNMENTAL COMMITTEE FOR THE MOVEMENT OF MIGRANTS FROM EUROPE

THE GOVERNMENTS adopting this resolution

RECOGNIZE

that there exists a problem of surplus population and refugees in certain countries of Europe, while certain overseas countries offer opportunities for the orderly absorption of additional population;

that the problem is of such magnitude as to present a serious obstacle to economic viability and co-operation in Europe;

that, whereas a general improvement in economic conditions and increased production would provide increased possibilities for employment and settlement in Europe and, by facilitating intra-European migration, would offer a very important contribution to the solution of the problem, an increase in European emigration to countries overseas nevertheless remains another necessary element;

that a close relationship exists between economic development and immigration;

that international financing of European emigration should contribute not only to solving the problem of population in Europe, but also stimulate the creation of new economic opportunities in countries lacking manpower;

that, while technical assistance may make an important contribution to the solution of the economic problems of the underdeveloped countries, the development of all existing or potential possibilities of immigration into these countries also constitutes an important factor for the solution of these problems;

that the present volume of migration is insufficient to meet the needs of emigration countries or to allow full use of the possibilities offered by immigration countries;

that there is need for the pursuit by the appropriate international agencies of all migration activities falling within their respective fields;

that the provision of facilities for the transport of migrants who could not otherwise be moved without such facilities can make an important contribution to increased migration;

that, although the movement of migrants should as far as possible be effected by the normal commercial shipping and air transport services, co-ordination in this field is necessary in order to enable the movement of the largest possible number of migrants by those services, and furthermore to ensure that the I. R. O.'s [¹] present shipping facilities are applied to the extent necessary to secure an additional movement of migrants;

that steps should be taken to provide transport facilities for such refugees as may desire and have the opportunity to emigrate from overpopulated countries; and

that, consequently, provisional intergovernmental arrangements between the democratic governments which adopt or may hereafter adopt this resolution are necessary in order to move persons who are attached to the principles to which these governments subscribe and who desire to emigrate to overseas countries where their services can be utilized in conformity with generally accepted international standards of employment and living conditions, with full respect for human rights; and

AGREE

(1) to constitute a "Provisional Intergovernmental Committee for the Movement of Migrants from Europe";

(2) that the purpose of the Committee will be to make arrangements for the transport of migrants, for whom existing facilities are inadequate and who could not otherwise be moved, from certain European countries having surplus population to countries overseas which offer opportunities for orderly immigration, consistent with the policies of the countries concerned;

(3) that the terms of reference of the Committee will be:

(a) to provide and arrange for land, sea and air transportation, as required;

(b) to assume responsibility for the charter of such ships operated under the auspices of the I. R. O. as may be required;

(c) to co-ordinate a shipping programme utilizing commercial shipping facilities to the maximum extent possible and the chartered ships transferred from the I. R. O. to secure those movements for which commercial facilities are inadequate;

(d) to take such actions as may be directly related to these ends, taking account of such national and international services as are available;

(e) to take such other actions as will be necessary and appropriate to discharge the foregoing functions;

¹ International Refugee Organization.

- (4) that among the migrants with whom the Committee will be concerned are included refugees and new refugees for whose migration arrangements may be made between the Committee and the governments of the countries affording asylum;
- (5) that membership in the Committee will be open to governments with a demonstrated interest in the principle of the free movement of persons and which undertake, subject to approval by the proper governmental authorities, to make a financial contribution to the Committee, the amount of which will be agreed to by the Committee and by the government concerned;
- (6) that the Committee will elect its own officers, establish its Rules of Procedure, establish such sub-committees as it may decide (including an inter-governmental sub-committee on the co-ordination of transport), and exercise the powers required to carry out its purpose;
- (7) that the Committee will agree to a plan of operations, a budget, a plan of expenditure and the terms and conditions under which available funds shall be spent, in accordance with the following principles:
 - (a) each country of reception will retain control of standards of admission and the number of immigrants to be admitted;
 - (b) only those services will be undertaken by the Committee which are essential to the movement of migrants who could not otherwise be moved;
 - (c) the Committee will ensure that its administration is conducted in an efficient and economical manner;
 - (d) any Member Government making a contribution to the operating fund will be able to stipulate the terms and conditions under which that contribution can be used;
- (8) that the Committee will appoint a Director responsible to the Committee;
- (9) that the Committee shall vest the Director with the powers necessary to carry out the responsibilities entrusted to him by the Committee;
- (10) that the Committee will give early consideration to the question of the relations to be established with international, non-governmental and voluntary organizations conducting activities in the field of migration and refugees; and
- (11) that the Committee will examine the need for its continuing existence beyond a twelve-month period.

COMITE INTERGOUVERNEMENTAL
POUR LES MIGRATIONS EUROPEENNES

Novembre 1953
Genève

MC/55

SIXIEME SESSION
ACTE CONSTITUTIF [1]

PREAMBULE

LES GOUVERNEMENTS MEMBRES DU COMITE INTERGOUVERNEMENTAL POUR LES MIGRATIONS EUROPEENNES,

REAFFIRMANT

les principes formulés dans la résolution adoptée le 5 décembre 1951 par la Conférence des migrations de Bruxelles et annexée au présent document;

RECONNAISSANT

que, pour accroître l'émigration européenne et permettre un accomplissement harmonieux des mouvements migratoires, et notamment pour assurer la réinstallation des émigrants dans des conditions favorables leur permettant de s'intégrer rapidement dans la vie économique et sociale de leur pays d'adoption, il est souvent nécessaire de pouvoir disposer de services spéciaux de migrations;

qu'un financement international de l'émigration européenne peut non seulement contribuer à la solution du problème démographique en Europe mais peut également stimuler la création de nouvelles activités économiques dans les pays qui manquent de main-d'œuvre;

que le transport des émigrants doit être assuré, dans toute la mesure du possible, par les services maritimes et aériens réguliers, mais que, de temps à autre, des facilités supplémentaires de transport se révèlent nécessaires;

qu'il importe de développer la collaboration des gouvernements et des organisations internationales en vue de l'émigration des

¹ As certified on Jan. 11, 1955, by the Intergovernmental Committee for European Migration.

personnes qui désirent partir pour des pays d'outre-mer où elles pourront, par un travail utile, subvenir à leurs besoins et mener avec leurs familles une existence digne, dans le respect de la personnalité humaine, contribuant ainsi pour leur part à faire régner la paix et l'ordre dans le monde

ETABLISSENT
le COMITE INTERGOUVERNEMENTAL POUR LES MIGRATIONS EUROPEENNES (ci-après dénommé le Comité) comme organisation non permanente et

ACCEPTENT LE PRESENT ACTE CONSTITUTIF.

CHAPITRE I—OBJECTIFS ET FONCTIONS

Article 1

1. Les objectifs et les fonctions du Comité sont:

- a) de prendre toutes mesures utiles en vue d'assurer le transport des émigrants pour lesquels les facilités existantes sont insuffisantes et qui, autrement, ne pourraient partir, de pays européens à population excédentaire vers des pays d'outre-mer où l'immigration peut s'effectuer dans des conditions normales;
 - b) d'accroître l'émigration européenne en assurant, sur la demande des gouvernements intéressés et en accord avec eux, les services indispensables au bon fonctionnement des opérations de préparation, d'accueil, de placement initial et d'établissement des émigrants que d'autres organisations internationales ne seraient pas en mesure de fournir, ainsi que telle assistance pour les mêmes fins qui serait conforme aux objectifs poursuivis par le Comité.
2. Le Comité reconnaît que les critères d'admission et le nombre des immigrants à admettre sont des questions qui relèvent de la compétence nationale des Etats; dans l'accomplissement de ses fonctions, il se conformera aux lois et règlements ainsi qu'à la politique des pays d'émigration et d'immigration intéressés.
3. Le Comité s'occupera de l'émigration des réfugiés pour lesquels des arrangements pourront être faits entre le Comité et les gouvernements des pays intéressés, y compris ceux qui s'engagent à les accueillir.

CHAPITRE II—MEMBRES*Article 2*

Sont membres du Comité:

- a) les gouvernements qui, étant membres du Comité intergouvernemental pour les migrations européennes, ont accepté le présent Acte constitutif suivant l'article 33 ou auxquels s'appliquent les dispositions de l'article 34;
- b) les autres gouvernements qui ont fourni la preuve de l'intérêt qu'ils portent au principe de la libre circulation des personnes et qui s'engagent au moins à apporter aux dépenses d'administration une contribution financière dont le montant sera convenu entre le Conseil et le gouvernement intéressé, sous réserve d'une décision du Conseil prise à la majorité des deux tiers et de leur acceptation du présent Acte constitutif.

Article 3

Tout membre peut notifier son retrait du Comité pour la fin d'un exercice annuel. Cette notification doit être donnée par écrit et parvenir au Directeur du Comité quatre mois au moins avant la fin de l'exercice. Les obligations financières vis-à-vis du Comité d'un membre qui aurait notifié son retrait s'appliqueront à la totalité de l'exercice au cours duquel la notification aura été donnée.

Article 4

Tout membre peut, par une décision du Conseil prise à la majorité des deux tiers, perdre la qualité de membre si, pendant deux exercices consécutifs, il ne remplit pas ses obligations financières à l'égard du Comité ou s'il contrevient de manière persistante aux principes énoncés dans le présent Acte constitutif.

CHAPITRE III—ORGANES*Article 5*

Les organes du Comité sont:

- a) le Conseil,
- b) le Comité exécutif,
- c) l'Administration.

CHAPITRE IV—CONSEIL

Article 6.

Les fonctions du Conseil, outre celles qui sont indiquées dans d'autres dispositions du présent Acte constitutif, consistent à:

- a) arrêter la politique du Comité;
- b) étudier les rapports, approuver et diriger la gestion du Comité exécutif;
- c) étudier les rapports, approuver et diriger la gestion du Directeur;
- d) étudier et approuver le budget, le plan de dépenses et les comptes du Comité;
- e) prendre toutes autres mesures en vue d'atteindre les objectifs du Comité.

Article 7

1. Le Conseil est composé des représentants des gouvernements membres.
2. Chaque gouvernement membre désigne un représentant ainsi que les suppléants et conseillers qu'il juge nécessaires.
3. Chaque gouvernement membre dispose d'une voix au Conseil.

Article 8

1. Le Conseil se réunit normalement deux fois par an aux dates fixées par lui, à moins que les deux tiers de ses membres ne décident qu'une seule session suffit au cours d'une année donnée.
2. Le Conseil se réunit en session extraordinaire sur la demande:
 - a) du tiers de ses membres,
 - b) du Comité exécutif,
 - c) du Directeur, en cas d'urgence.
3. Au début de chaque session, le Conseil élit un président et les autres membres du bureau.

Article 9

Le Conseil peut créer tout sous-comité nécessaire à l'accomplissement de ses fonctions.

Article 10

Le Conseil adopte son propre règlement.

CHAPITRE V—COMITE EXECUTIF***Article 11***

Les fonctions du Comité exécutif consistent à:

- a) préparer les sessions du Conseil en étudiant les rapports annuels du Directeur ainsi que tous rapports spéciaux;
- b) étudier toutes les questions d'ordre financier et budgétaire qui relèvent de la compétence du Conseil et adresser au Conseil ses recommandations à ce sujet;
- c) étudier les questions particulières qui lui sont soumises par le Conseil et lui adresser ses recommandations;
- d) conseiller le Directeur sur les questions que celui-ci pourrait lui soumettre;
- e) examiner les affaires qui lui sont soumises spécialement par le Conseil et prendre à leur sujet les mesures qui paraîtraient nécessaires;
- f) prendre, dans des circonstances exceptionnelles, entre les sessions du Conseil, toutes décisions urgentes sur les questions relevant de la compétence du Conseil, lequel soumettra ces décisions à un nouvel examen lors de sa session suivante.

Article 12

1. Le Comité exécutif est composé des représentants de neuf gouvernements membres.
2. Ces gouvernements membres sont élus par le Conseil pour un an et sont rééligibles.
3. Chaque membre du Comité exécutif désigne un représentant ainsi que les suppléants et conseillers qu'il juge nécessaires.
4. Chaque membre du Comité exécutif dispose d'une voix.

Article 13

1. Le Comité exécutif se réunit régulièrement avant chaque session du Conseil.
2. Il peut se réunir en session extraordinaire sur la demande de son président ou du Directeur après consultation du président du Conseil, ou encore de la majorité des membres du Comité exécutif.
3. Le Comité exécutif choisit parmi ses membres un président et un vice-président dont le mandat est d'une année.

Article 14

Le Comité exécutif adopte son propre règlement.

CHAPITRE VI—ADMINISTRATION***Article 15***

L'Administration comprend un Directeur, un Directeur adjoint ainsi que le personnel fixé par le Conseil.

Article 16

1. Le Directeur et le Directeur adjoint sont nommés par le Conseil à la majorité des deux tiers; ils remplissent leurs fonctions aux termes de contrats approuvés par le Conseil et signés, au nom du Comité, par le président du Conseil.

2. Le Directeur est responsable devant le Conseil et le Comité exécutif. Il administre et dirige les services du Comité, conformément au présent Acte constitutif, à la politique générale et aux décisions du Conseil et du Comité exécutif ainsi qu'aux règlements adoptés par eux. Il formule des propositions en vue des mesures à prendre par le Conseil.

Article 17

Le Directeur nomme le personnel de l'Administration conformément au règlement du personnel adopté par le Conseil.

Article 18

1. Dans l'accomplissement de leurs devoirs, le Directeur, le Directeur adjoint et le personnel ne doivent ni solliciter ni accepter d'instructions d'aucun gouvernement ni d'aucune autorité extérieure au Comité. Ils doivent s'abstenir de tout acte incompatible avec leur situation de fonctionnaires internationaux.

2. Chaque gouvernement membre s'engage à respecter le caractère exclusivement international des fonctions du Directeur, du Directeur adjoint et du personnel et à ne pas chercher à les influencer dans l'exécution de leur tâche.

3. Pour le recrutement et l'emploi du personnel, les capacités, la compétence et les qualités d'intégrité doivent être considérées comme des conditions primordiales; sauf circonstances spéciales, le personnel doit être recruté parmi les ressortissants des pays dont les gouvernements sont membres du Comité, en tenant compte, autant que possible, de leur répartition géographique.

Article 19

Le Directeur assiste, ou se fait représenter par le Directeur adjoint ou un autre fonctionnaire désigné par lui, à toutes les sessions du Conseil, du Comité exécutif et des sous-comités. Le Directeur, ou son représentant, peut prendre part aux débats, sans droit de vote.

Article 20

Lors de la première session ordinaire qui suit la fin de chaque exercice annuel, le Directeur présente au Conseil, par l'entremise du Comité exécutif, un rapport sur les travaux du Comité, donnant un compte rendu complet de ses activités au cours de l'année écoulée.

CHAPITRE VII—SIEGE*Article 21*

1. Le Comité a son siège à Genève. Le Conseil peut décider, par un vote à la majorité des deux tiers, de transférer le siège dans un autre lieu.
2. Les réunions du Conseil et du Comité exécutif ont lieu au siège du Comité, à moins que les deux tiers des membres du Conseil ou, respectivement, du Comité exécutif n'aient décidé de se réunir ailleurs.

CHAPITRE VIII—FINANCES*Article 22*

Le Directeur soumet au Conseil, par l'entremise du Comité exécutif, un budget annuel comprenant les dépenses d'administration et d'opérations et les recettes prévues, des prévisions supplémentaires en cas de besoin et les comptes annuels ou spéciaux du Comité.

Article 23

1. Les ressources nécessaires aux dépenses du Comité sont constituées:
 - a) en ce qui regarde la partie administrative du budget, par les contributions en espèces des gouvernements membres;
 - b) en ce qui regarde la partie du budget relative aux opérations, par les contributions en espèces ou sous forme de services des gouvernements membres, d'autres gouvernements, d'organisations ou de personnes privées.

Les versements seront effectués sans retard et intégralement avant la fin de l'exercice auquel ils se rapportent.

2. Tout gouvernement membre doit verser une contribution aux dépenses d'administration, dont le montant sera convenu entre le Conseil et le gouvernement membre intéressé.
3. Les contributions aux dépenses d'opérations du Comité sont facultatives et tout participant au fonds d'opérations peut fixer les conditions d'emploi de sa contribution.

4. a) Toutes les dépenses d'administration au siège central et toutes les autres dépenses administratives, sauf celles qui sont effectuées en vue des objectifs mentionnés au paragraphe 1 b) de l'article 1 seront imputées sur la partie administrative du budget;
- b) Toutes les dépenses d'opérations ainsi que les dépenses administratives effectuées en vue des objectifs mentionnés au paragraphe 1 b) de l'article 1 seront imputées sur la partie du budget relative aux opérations.
5. Le Comité veillera à ce que la gestion administrative soit assurée d'une manière efficace et économique.

Article 24

Un règlement financier est établi par le Conseil.

CHAPITRE IX—STATUT JURIDIQUE

Article 25

Le Comité possède la personnalité juridique et jouira de la capacité juridique nécessaire pour exercer ses fonctions et atteindre ses objectifs, en particulier de la capacité, selon les lois du territoire: a) de contracter; b) d'acquérir des biens meubles et immeubles et d'en disposer; c) de recevoir et de dépenser des fonds publics et privés; d) d'ester en justice.

Article 26

1. Le Comité jouira, sous réserve d'accords conclus avec les gouvernements intéressés, des priviléges et immunités nécessaires pour exercer ses fonctions et atteindre ses objectifs.
2. Les représentants des gouvernements membres, le Directeur, le Directeur adjoint et le personnel de l'Administration jouiront également, sous réserve d'accords conclus avec les gouvernements intéressés, des priviléges et immunités nécessaires au libre exercice de leurs fonctions en rapport avec le Comité.

CHAPITRE X—RELATIONS AVEC D'AUTRES ORGANISATIONS

Article 27

1. Le Comité collabore avec les organisations internationales, gouvernementales et non gouvernementales, qui s'occupent de migrations ou de réfugiés.
2. Le Comité peut inviter toute organisation internationale, gouvernementale ou non gouvernementale, qui s'occupe de migrations

ou de réfugiés à se faire représenter aux réunions du Conseil, dans les conditions prescrites par ce dernier. Les représentants de ces organisations n'auront pas le droit de vote.

CHAPITRE XI—DISPOSITIONS DIVERSES

Article 28

1. A moins qu'il n'en soit disposé autrement dans le présent Acte constitutif ou dans les règlements établis par le Conseil ou le Comité exécutif, toutes les décisions du Conseil, du Comité exécutif et de tous les sous-comités sont prises à la majorité simple.
2. Les majorités prévues par les dispositions du présent Acte constitutif ou des règlements établis par le Conseil ou le Comité exécutif s'entendent des membres présents et votants.
3. Un vote n'est valable que si la majorité des membres du Conseil, du Comité exécutif ou du sous-comité intéressé est présente.

Article 29

1. Les textes des amendments proposés au présent Acte constitutif seront communiqués par le Directeur aux gouvernements membres trois mois au moins avant qu'ils soient examinés par le Conseil.
2. Les amendements entreront en vigueur lorsqu'ils auront été adoptés par les deux tiers des membres du Conseil et acceptés par les deux tiers des gouvernements membres, conformément à leurs règles constitutionnelles respectives, étant entendu, toutefois, que les amendements entraînant de nouvelles obligations pour les membres n'entreront en vigueur pour chacun d'eux que lorsqu'ils auront été acceptés par lui.

Article 30

Tout différend concernant l'interprétation ou l'application du présent Acte constitutif qui n'aura pas été réglé par voie de négociation ou par une décision du Conseil prise à la majorité des deux tiers, sera déféré à la Cour internationale de Justice conformément au Statut de ladite Cour, à moins que les gouvernements membres intéressés ne conviennent d'un autre mode de règlement dans un délai raisonnable.

Article 31

Sous réserve de l'approbation des deux tiers des membres du Conseil, le Comité peut reprendre, de toute autre organisation ou institution internationale dont les objectifs et activités ressortissent à son domaine, les activités, ressources et obligations qui

pourraient être fixées par un accord international ou un arrangement convenu entre les autorités compétentes des organisations respectives.

Article 32

Le Conseil peut, par une décision prise à la majorité des trois quarts, prononcer la dissolution du Comité.

Article 33

Le présent Acte constitutif entrera en vigueur, pour les gouvernements membres du Comité intergouvernemental pour les migrations européennes qui l'auront accepté, conformément à leurs règles constitutionnelles respectives, le jour de la première réunion dudit Comité après que:

- a) les deux tiers au moins des membres du Comité et
- b) un nombre de membres versant au moins 75% les contributions à la partie administrative du budget

auront notifié au Directeur leur acceptation dudit Acte.

Article 34

Les gouvernements membres du Comité intergouvernemental pour les migrations européennes qui, à la date d'entrée en vigueur du présent Acte constitutif, n'auront pas notifié au Directeur leur acceptation dudit Acte, peuvent rester membres du Comité pendant une année à partir de cette date, s'ils apportent une contribution aux dépenses d'administration du Comité conformément aux termes du paragraphe 2 de l'article 23; ils conservent pendant cette période le droit d'accepter l'Acte constitutif.

Article 35

Les textes français, anglais et espagnol du présent Acte constitutif sont considérés comme également authentiques.

ANNEXE**RESOLUTION VISANT LA CREATION D'UN COMITE INTERGOUVERNEMENTAL PROVISOIRE DES MOUVEMENTS MIGRATOIRES D'EUROPE**

LES GOUVERNEMENTS, qui adoptent la présente résolution,
CONSIDERANT

qu'il existe dans certains pays d'Europe un problème créé par les populations excédentaires et les réfugiés, tandis que certains pays d'outre-mer pourraient absorber un accroissement méthodique de population,

que ce problème constitue par son ampleur un sérieux obstacle à la viabilité économique et à la coopération européennes,

que si l'amélioration générale des conditions économiques et un accroissement de la productivité, en augmentant les possibilités d'emploi et d'installation en Europe et en facilitant les mouvements inter-européens, peuvent apporter une contribution très importante à la solution de ce problème, un accroissement de l'émigration européenne vers les pays d'outre-mer n'en apparaît pas moins comme un autre facteur nécessaire;

qu'il existe un rapport étroit entre le problème du développement économique et celui de l'immigration,

qu'un financement international de l'émigration européenne non seulement contribuera à la solution du problème démographique en Europe mais aussi stimulera la création de nouvelles activités économiques dans les pays qui manquent de main-d'œuvre,

que, si l'assistance technique peut faciliter la solution des difficultés économiques des pays insuffisamment développés, le développement de toutes les possibilités actuelles ou virtuelles d'immigration dans ces pays constitue également un facteur important pour la solution de ces difficultés;

que les mouvements migratoires actuels ne suffisent ni à apporter aux pays d'émigration l'allègement dont ils ont besoin ni à permettre la pleine utilisation de toutes les possibilités offertes par les pays d'immigration;

qu'il y a intérêt à ce que les organisations internationales poursuivent leur activité dans tous les domaines de la migration qui sont de leur compétence,

que la mise de facilités pour le transport à la disposition des émigrants qui, autrement, ne pourraient partir, peut apporter une contribution importante à l'accroissement de l'émigration,

que, bien que le transport des émigrants doive être assuré, dans toute la mesure du possible, par les services maritimes et aériens réguliers, une coordination dans ce domaine est indispensable afin de permettre effectivement le transport par ces services du plus grand nombre possible d'émigrants et afin que les moyens actuellement à la disposition de l'OIR puissent être utilisés dans la mesure nécessaire pour assurer un mouvement accru d'émigrants;

qu'il y a lieu de prendre des mesures pour mettre des facilités de transport à la disposition des réfugiés qui désirent en profiter et qui ont la possibilité d'émigrer de pays surpeuplés;

qu'il est par conséquent nécessaire que des accords intergouvernementaux soient conclus entre les gouvernements démocratiques qui adoptent ou pourront par la suite adopter la présente résolution, afin de faciliter l'émigration des personnes qui sont attachées aux principes professés par ces gouvernements et qui désirent partir pour des pays d'outre-mer ou leurs services pourront être utilisés dans des conditions d'existence et d'emploi conformes aux normes internationales, dans le plein respect des droits reconnus à la personne humaine,

CONVIENNENT DE CE QUI SUIT:

(1) Il est constitué un "Comité intergouvernemental provisoire des mouvements migratoires d'Europe";

(2) Le Comité aura pour mission de prendre toutes mesures utiles en vue d'assurer le transport des émigrants pour lesquels les facilités existantes sont insuffisantes et qui, autrement, ne pourraient partir, de certains pays à population excédentaire vers des pays d'outre-mer qui offrent des possibilités d'immigration méthodique, dans le cadre de la politique adoptée à cet égard par les pays intéressés;

(3) Le Comité aura pour fonctions:

- (a) de fournir et d'organiser, selon les besoins, les transports terrestres, maritimes et aériens;
- (b) d'assumer la responsabilité de l'affrètement des navires utilisés sous l'égide de l'OIR, dans la mesure où cela sera nécessaire;
- (c) d'établir un programme coordonné de transports maritimes en utilisant, dans toute la mesure possible, les ressources des lignes commerciales, ainsi que les navires affrétés et

transférés de l'OIR, afin d'assurer ceux des mouvements pour lesquels les services commerciaux sont insuffisants;

- (d) de prendre toutes mesures directement en rapport avec les fins susmentionnées, compte tenu des services nationaux et internationaux disponibles;
- (e) de prendre toutes autres mesures nécessaires pour qu'il puisse s'acquitter de ses fonctions, telles qu'elles sont définies ci-dessus.;

Parmi les migrants dont s'occupera le Comité, sont compris les réfugiés et les néo-réfugiés dont l'émigration pourra faire l'objet d'arrangements entre le Comité et le gouvernement du pays qui leur donne asile;

(5) Pourront faire partie du Comité les gouvernements qui ont fourni la preuve de l'intérêt qu'ils portent au principe de la libre circulation des personnes et qui s'engagent, sous réserve de l'approbation de leurs autorités gouvernementales, à apporter une contribution financière dont le montant sera convenu entre le Comité et le gouvernement dont il s'agit;

(6) Le Comité élira son Bureau, établira son règlement, créera les sous-comités qu'il jugera utiles (notamment un sous-comité intergouvernemental pour la coordination des transports) et exercera les pouvoirs nécessaires à l'accomplissement de sa tâche;

(7) Il établira un plan d'activité, un budget et un plan de dépenses et fixera les conditions d'emploi des fonds dont il disposera, conformément aux principes suivants:

- (a) chaque pays d'immigration restera libre de fixer ses critères d'admission ainsi que le nombre d'immigrants qu'il accueillera;
- (b) le Comité ne fournira que les services indispensables au déplacement des émigrants qui, sans cette aide, n'auraient pas la possibilité de partir;
- (c) il veillera à ce que la gestion administrative soit assurée d'une manière efficace et économique;
- (d) tout gouvernement membre qui aura versé une contribution au fonds d'opérations pourra fixer les conditions d'emploi de cette contribution;

(8) Le Comité nommera un Directeur responsable par devers lui;

(9) Il conférera au Directeur les pouvoirs nécessaires pour lui permettre de s'acquitter des fonctions qu'il lui aura confiées;

(10) Le Comité examinera sans retard la question des relations à établir avec les organisations internationales, non gouvernement-

tales et bénévoles qui s'occupent des questions de migration et de réfugiés;

(11) Le Comité examinera s'il doit prolonger son existence au delà d'une période de douze mois.

COMITE INTERGUBERNAMENTAL PARA LAS MIGRACIONES EUROPEAS

Noviembre de 1953
Ginebra

MO/55

CONSTITUCION^[1]**PREAMBULO**

**LOS GOBIERNOS MIEMBROS DEL COMITE INTERGUBERNAMENTAL
PARA LAS MIGRACIONES EUROPEAS,**

REAFIRMANDO

los principios formulados en la resolución adoptada el 5 de diciembre de 1951 por la Conferencia sobre Migraciones, celebrada en Bruselas, y que figura anexa al presente documento;

RECONOCIENDO

que para incrementar la emigración europea y permitir una realización armónica de los movimientos migratorios, y sobre todo para asegurar la reinstalación de los emigrantes en condiciones favorables que les permitan integrarse rápidamente en la vida económica y social de su país de adopción, es frecuentemente necesario poder disponer de servicios especiales de migración;

que un financiamiento internacional de la emigración europea puede no solamente contribuir a la solución del problema demográfico en Europa sino igualmente estimular la creación de nuevas actividades económicas en los países que carecen de mano de obra;

que el transporte de los emigrantes debe ser asegurado, siempre que sea posible, por los servicios marítimos y aéreos regulares, pero que, a veces, se ha demostrado la necesidad de disponer de medios suplementarios de transporte;

que es necesario promover la cooperación de los Gobiernos y de las organizaciones internacionales en pro de la emigración de las personas que deseen partir hacia países de ultramar en donde puedan, mediante un trabajo útil, subvenir a sus propias necesidades y llevar, juntamente con sus familias, una existencia

¹ As certified on Jan. 11, 1955, by the Intergovernmental Committee for European Migration.

digna, en el respeto a la persona humana, contribuyendo así por su parte a hacer reinar en el mundo la paz y el orden,

ESTABLECEN
el COMITE INTERGUBERNAMENTAL PARA LAS MIGRACIONES EUROPEAS (más adelante llamado el Comité) con carácter de organización no permanente y

ACEPTAN LA PRESENTE CONSTITUCION.

CAPITULO I—OBJETIVOS Y FUNCIONES

Artículo 1

1. Los objetivos y las funciones del Comité serán:

- a) tomar todas las medidas adecuadas para asegurar el transporte de los emigrantes para quienes los medios existentes se revelen insuficientes y que, de otra manera, no podrían partir de los países europeos de población excedentaria hacia los países de ultramar en los que la inmigración pueda efectuarse bajo condiciones normales;
 - b) incrementar la emigración europea asegurando, a petición de los Gobiernos interesados y de acuerdo con ellos, los servicios indispensables para el buen funcionamiento de las operaciones de preparación, acogida, colocación inicial e instalación de los emigrantes que las restantes organizaciones internacionales no se hallen en condiciones de proporcionar, así como toda otra ayuda que le sea posible aportar con la misma finalidad y que se halle de acuerdo con los objetivos del Comité.
2. El Comité reconoce que las normas de admisión y el número de inmigrantes que hayan de admitirse son cuestiones que corresponden a la jurisdicción interna de los Estados, y en el cumplimiento de sus funciones obrará de conformidad con las leyes, los reglamentos y la política adoptados por los países de emigración y de inmigración interesados.
3. El Comité se ocupará de la emigración de los refugiados respecto a los cuales puedan concluirse acuerdos entre el Comité y los Gobiernos de los países interesados, incluídos los países que se comprometan a acoger a dichos refugiados.

CAPITULO II—MIEMBROS*Artículo 2*

Serán Miembros del Comité:

- a) los Gobiernos que, siendo Miembros del Comité Intergubernamental para las Migraciones Europeas, hayan aceptado la presente Constitución de acuerdo con el Artículo 33, o a los que se apliquen las disposiciones del Artículo 34;
- b) los otros Gobiernos que hayan probado el interés que conceden al principio de la libre circulación de las personas y que se comprometan por lo menos a aportar a los gastos de administración una contribución financiera cuyo importe será convenido entre el Consejo y el Gobierno interesado, a reserva de una decisión del Consejo tomada por mayoría de dos tercios y de la aceptación por dichos Gobiernos de la presente Constitución.

Artículo 3

Todo Miembro podrá notificar su retiro del Comité al final de un ejercicio anual. Esta notificación deberá ser hecha por escrito y llegar al Director del Comité por lo menos cuatro meses antes del final del ejercicio. Las obligaciones financieras respecto al Comité de un Miembro que haya notificado su retiro, se aplicarán a la totalidad del ejercicio durante el cual la notificación haya sido recibida.

Artículo 4

Todo Miembro podrá, por decisión del Consejo tomada por mayoría de dos tercios, perder su calidad de Miembro si durante dos ejercicios anuales consecutivos no cumple sus obligaciones financieras respecto al Comité o si infringe persistentemente los principios enunciados en la presente Constitución.

CAPITULO III—ORGANOS*Artículo 5*

Los órganos del Comité serán:

- a) el Consejo,
- b) el Comité Ejecutivo,
- c) la Administración.

CAPITULO IV—EL CONSEJO

Artículo 6

Las funciones del Consejo, además de las que se indican en otras disposiciones de la presente Constitución, consistirán en:

- a) determinar la política del Comité;
- b) estudiar los informes, aprobar y dirigir la gestión del Comité Ejecutivo;
- c) estudiar los informes, aprobar y dirigir la gestión del Director;
- d) estudiar y aprobar el presupuesto, el plan de gastos y las cuentas del Comité;
- e) adoptar toda otra medida tendiente a la consecución de los objetivos del Comité.

Artículo 7

1. El Consejo se compondrá de los representantes de los Gobiernos Miembros.
2. Cada Gobierno Miembro designará un representante, así como los suplentes y asesores que juzgue necesario.
3. Cada Gobierno Miembro tendrá derecho a un voto en el Consejo.

Artículo 8

1. El Consejo se reunirá normalmente dos veces al año, en las fechas que él mismo determine, a menos que dos tercios de sus Miembros decidan que una sola reunión es suficiente en el curso de un año determinado.
2. El Consejo celebrará reunión extraordinaria a petición:
 - a) de un tercio de sus miembros,
 - b) del Comité Ejecutivo,
 - c) del Director, en casos urgentes.
3. Al principio de cada reunión, el Consejo elegirá un Presidente y los otros miembros de la Mesa.

Artículo 9

El Consejo podrá crear cuantos subcomités sean necesarios para el cumplimiento de sus funciones.

Artículo 10

El Consejo adoptará su propio reglamento interior.

CAPITULO V—EL COMITE EJECUTIVO***Artículo 11***

Las funciones del Comité Ejecutivo consistirán en:

- a) preparar las reuniones del Consejo mediante el estudio de los informes anuales del Director así como de todo informe especial;
- b) estudiar todas las cuestiones de índole financiera y presupuestaria que incumban al Consejo y transmitir al Consejo sus recomendaciones a este respecto;
- c) estudiar las cuestiones particulares que le sean sometidas por el Consejo, y transmitirse sus recomendaciones;
- d) asesorar al Director sobre las cuestiones que por éste le sean sometidas;
- e) examinar las cuestiones que le sean especialmente sometidas por el Consejo, y adoptar, a este respecto, las medidas que juzgare necesarias;
- f) adoptar, en circunstancias excepcionales acontecidas entre las reuniones del Consejo, toda decisión urgente sobre cuestiones de la incumbencia del Consejo, el cual someterá dichas decisiones a un nuevo examen en su próxima reunión.

Artículo 12

1. El Comité Ejecutivo se compondrá de los representantes de nueve Gobiernos Miembros.
2. Estos Gobiernos Miembros serán elegidos por el Consejo por un año, pudiendo ser reelegidos.
3. Cada miembro del Comité Ejecutivo designará un representante, así como los suplentes y asesores que juzgue necesario.
4. Cada miembro del Comité Ejecutivo tendrá derecho a un voto.

Artículo 13

1. El Comité Ejecutivo se reunirá regularmente antes de cada reunión del Consejo.
2. El Comité Ejecutivo podrá celebrar reunión extraordinaria a petición de su Presidente, a petición del Director previa consulta con el Presidente del Consejo, o a petición de la mayoría de los miembros del Comité Ejecutivo.
3. El Comité Ejecutivo elegirá entre sus miembros un Presidente y un Vicepresidente, cuyo mandato será de un año.

Artículo 14

El Comité Ejecutivo adoptará su propio reglamento interior.

CAPITULO VI—LA ADMINISTRACION*Artículo 15*

La Administración comprenderá un Director, un Director Adjunto y el personal que el Consejo determine.

Artículo 16

1. El Director y el Director Adjunto serán nombrados por el Consejo mediante votación por mayoría de dos tercios, y cumplirán sus funciones de conformidad con el contenido de contratos aprobados por el Consejo y firmados, en nombre del Comité, por el Presidente del Consejo.

2. El Director será responsable ante el Consejo y ante el Comité Ejecutivo; administrará y dirigirá los servicios del Comité de conformidad con la presente Constitución, con la política y decisiones del Consejo y del Comité Ejecutivo y con los reglamentos por ellos adoptados, y formulará proposiciones relativas a las medidas que deban ser adoptadas por el Consejo.

Artículo 17

El Director nombrará el personal de la Administración de conformidad con el reglamento del personal adoptado por el Consejo.

Artículo 18

1. En el cumplimiento de sus funciones, el Director, el Director Adjunto y el personal no deberán solicitar ni aceptar instrucciones de ningún Gobierno ni de ninguna autoridad ajena al Comité, y deberán abstenerse de todo acto incompatible con su calidad de funcionarios internacionales.

2. Cada Gobierno Miembro se comprometerá a respetar el carácter exclusivamente internacional de las funciones del Director, del Director Adjunto y del personal, y a no tratar de influirles en el cumplimiento de sus funciones.

3. Para el reclutamiento y empleo del personal, deberán ser consideradas como condiciones primordiales su eficiencia, competencia e integridad; excepto en circunstancias excepcionales, el personal deberá ser reclutado entre los nacionales de los países cuyos Gobiernos sean Miembros del Comité, teniéndose en cuenta, en la medida de lo posible, el principio de la distribución geográfica.

Artículo 19

El Director estará presente, o se hará representar por el Director Adjunto o por otro funcionario que designe, en todas las reuniones del Consejo, del Comité Ejecutivo y de los subcomités. El

Director, o su representante, podrán participar en los debates, sin derecho de voto.

Artículo 20

Con ocasión de la primera reunión ordinaria celebrada después del final de cada ejercicio anual, el Director presentará al Consejo, por mediación del Comité Ejecutivo, un informe donde se dé cuenta completa de las actividades del Comité durante el año transcurrido.

CAPITULO VII—SEDE CENTRAL

Artículo 21

1. El Comité tendrá su Sede central en Ginebra. El Consejo podrá decidir el traslado de la Sede a otro sitio, mediante votación por mayoría de dos tercios.
2. Las reuniones del Consejo y del Comité Ejecutivo tendrán lugar en la Sede central del Comité, a menos que dos tercios de los miembros del Consejo o, respectivamente, del Comité Ejecutivo, hayan decidido reunirse en otro lugar.

CAPITULO VIII—FINANZAS

Artículo 22

El Director someterá al Consejo, por mediación del Comité Ejecutivo, un presupuesto anual que refleje los gastos de administración y de operaciones y los ingresos previstos, las previsiones adicionales que fueren necesarias y las cuentas anuales o especiales del Comité.

Artículo 23

1. Los recursos necesarios para sufragar los gastos del Comité serán obtenidos:
 - a) en lo que respecta a la parte administrativa del presupuesto, mediante las contribuciones en efectivo de los Gobiernos Miembros;
 - b) en lo que respecta a la parte del presupuesto relativa a las operaciones, mediante las contribuciones en efectivo o en forma de servicios de los Gobiernos Miembros, de otros Gobiernos, de organizaciones o de personas privadas.

Los pagos serán efectuados sin demora e íntegramente antes del final del ejercicio a que se refieran.

2. Todo Gobierno Miembro deberá entregar una contribución a los gastos de administración, de importe convenido entre el Consejo y el Gobierno Miembro interesado.

3. Las contribuciones a los gastos de operaciones del Comité serán facultativas y todo contribuyente al fondo de operaciones podrá fijar las condiciones de empleo de su contribución.
4. a) Todos los gastos de administración de la Sede central y todos los restantes gastos de administración, excepto aquéllos en que se incurra para la consecución de los objetivos enunciados en el inciso b) del Artículo 1, se cargarán a la parte administrativa del presupuesto;
b) Todos los gastos de operaciones, así como los gastos de administración en que se incurra para la consecución de los objetivos enunciados en el inciso b) del Artículo 1, se cargarán a la parte del presupuesto relativa a las operaciones.
5. El Comité velará por que la gestión administrativa sea asegurada de manera eficaz y económica.

Artículo 24

El reglamento financiero será establecido por el Consejo.

CAPITULO IX—ESTATUTO JURIDICO

Artículo 25

El Comité poseerá personalidad jurídica y gozará de la capacidad jurídica necesaria para ejercer sus funciones y alcanzar sus objetivos, en especial de la capacidad, de acuerdo con las leyes del territorio de que se trate, de: a) contratar; b) adquirir bienes muebles e inmuebles, y disponer de ellos; c) recibir y desembolsar fondos públicos y privados, y d) iniciar procedimientos legales.

Artículo 26

1. El Comité gozará, a reserva de los acuerdos que puedan concluirse con los Gobiernos interesados, de los privilegios e inmunidades necesarios para ejercer sus funciones y alcanzar sus objetivos.
2. Los representantes de los Gobiernos Miembros, el Director, el Director Adjunto y el personal de la Administración gozarán igualmente, a reserva de los acuerdos que puedan concluirse con los Gobiernos interesados, de los privilegios e inmunidades necesarios para el libre ejercicio de sus funciones en conexión con el Comité.

CAPITULO X—RELACIONES CON OTRAS ORGANIZACIONES*Artículo 27*

1. El Comité colaborará con las organizaciones internacionales, gubernamentales y no gubernamentales, que se ocupen de migraciones o de refugiados.
2. El Comité podrá invitar a toda organización internacional, gubernamental o no gubernamental, que se ocupe de migraciones o de refugiados, a que se haga representar en las sesiones del Consejo, en las condiciones que éste último prescriba. Los representantes de estas organizaciones no tendrán derecho de voto.

CAPITULO XI—DISPOSICIONES DE INDOLE DIVERSA*Artículo 28*

1. Salvo disposición en contrario en la presente Constitución o en los reglamentos establecidos por el Consejo o por el Comité Ejecutivo, todas las decisiones del Consejo, del Comité Ejecutivo y de todos los subcomités, serán tomadas por simple mayoría.
2. Las mayorías previstas en las disposiciones de la presente Constitución o de los reglamentos establecidos por el Comité Ejecutivo se refieren a los miembros presentes y votantes.
3. Una votación será válida únicamente cuando la mayoría de los miembros del Consejo, del Comité Ejecutivo o del subcomité interesado se halle presente.

Artículo 29

1. Los textos de las enmiendas propuestas a la presente Constitución serán comunicados por el Director a los Gobiernos Miembros tres meses, por lo menos, antes de que sean examinados por el Consejo.
2. Las enmiendas entrarán en vigor cuando hayan sido adoptadas por dos tercios de los miembros del Consejo y aceptadas por dos tercios de los Gobiernos Miembros, de acuerdo con sus respectivas reglas constitucionales, entendiéndose, no obstante, que las enmiendas que originen nuevas obligaciones para los miembros no entrarán en vigor para cada uno de ellos sino cuando hayan sido aceptadas por él.

Artículo 30

Toda diferencia relativa a la interpretación o aplicación de la presente Constitución, que no haya sido resuelta mediante negociación o mediante decisión del Consejo tomada por mayoría de dos tercios, será sometida a la Corte Internacional de Justicia de

conformidad con el Estatuto de dicha Corte, a menos que los Gobiernos Miembros interesados convengan en otra forma de arreglo dentro de un intervalo razonable.

Artículo 31

A reserva de la aprobación por dos tercios de los miembros del Consejo, el Comité podrá hacerse cargo de las actividades, recursos y obligaciones actuales de cualquier otra organización o institución internacional cuyos objetivos y actividades se hallen dentro de la esfera del Comité, actividades, recursos y obligaciones que podrán ser fijados mediante un acuerdo internacional o un arreglo convenido entre las autoridades competentes de las organizaciones respectivas.

Artículo 32

El Consejo podrá, mediante votación por mayoría de tres cuartos, decidir la disolución del Comité.

Artículo 33

La presente Constitución entrará en vigor para los Gobiernos Miembros del Comité Intergubernamental para las Migraciones Europeas que la hayan aceptado, de acuerdo con sus respectivas reglas constitucionales, el día de la primera reunión de dicho Comité después de que:

- a) dos tercios, por lo menos, de los Miembros del Comité, y
- b) un número de Miembros que representen, por lo menos, el 75% de las contribuciones a la parte administrativa del presupuesto, hayan notificado al Director que aceptan la presente Constitución.

Artículo 34

Los Gobiernos Miembros del Comité Intergubernamental para las Migraciones Europeas que en la fecha de entrada en vigor de la presente Constitución no hayan notificado al Director que aceptan dicha Constitución, podrán seguir siendo Miembros del Comité durante un año a partir de dicha fecha si aportan una contribución a los gastos de administración del Comité, de acuerdo con los términos del apartado 2 del Artículo 23, conservando durante este período el derecho de aceptar la Constitución.

Artículo 35

Los textos español, francés e inglés de la presente Constitución serán considerados como igualmente auténticos.

ANEXO

RESOLUCION CONSTITUTIVA DE UN COMITE INTERCUBERNA- MENTAL PROVISIONAL PARA LOS MOVIMIENTOS MIGRATORIOS DE EUROPA

Los GOBIERNOS que aprueban la presente resolución,
CONSIDERANDO

que en ciertos países de Europa existe un problema creado por las poblaciones excedentarias y por los refugiados, mientras que determinados países de ultramar podrían absorber un aumento metódico de población;

que este problema constituye, a causa de su amplitud, un serio obstáculo para la viabilidad económica y la cooperación europea;

que, si bien la mejora general de las condiciones económicas así como el aumento de la productividad, al acrecentar las posibilidades de empleo y de instalación en Europa y al facilitar los movimientos migratorios intereuropeos, pueden aportar una contribución muy importante a la solución de este problema, el aumento de la emigración europea hacia los países de ultramar aparece, no obstante, como otro factor necesario;

que existe una estrecha relación entre el problema del desarrollo económico y el de la inmigración;

que un financiamiento internacional de la emigración europea no solamente contribuiría a la solución del problema demográfico en Europa sino que también estimularía la creación de nuevas actividades económicas en los países que carecen de mano de obra;

que, aunque la asistencia técnica pueda facilitar la solución de las dificultades económicas de los países insuficientemente desarrollados, el desarrollo de todas las posibilidades, actuales o potenciales, de inmigración en dichos países constituye igualmente un factor importante para la solución de tales dificultades;

que los movimientos migratorios actuales no bastan para remediar las necesidades de los países de emigración, ni para permitir la total utilización de todas las posibilidades ofrecidas por los países de inmigración;

que es sumamente interesante que las organizaciones internacionales prosigan su actividad en todas las esferas de la migración que son de su competencia;

que el hecho de poner medios de transporte a la disposición de los emigrantes que de otra manera no podrían partir puede aportar una contribución importante al aumento de la emigración;

que, aunque el transporte de los emigrantes deba ser asegurado, siempre que sea posible, por los servicios marítimos y aéreos regulares, es indispensable una coordinación en este terreno, con objeto de facilitar eficazmente el transporte por tales servicios del mayor número posible de emigrantes y para que los medios actualmente a disposición de la O. I. R. puedan ser utilizados, en la medida necesaria, para asegurar un movimiento acrecentado de emigrantes;

que deben tomarse medidas para poner medios de transporte a disposición de los refugiados que deseen hacer uso de ellos y que tengan la posibilidad de emigrar de los países superpoblados;

que, en consecuencia, es necesaria la conclusión de acuerdos intergubernamentales entre los Gobiernos democráticos que adopten, o que más adelante puedan adoptar, la presente resolución, con objeto de facilitar la emigración de las personas que comparten los principios profesados por dichos Gobiernos y que deseen partir hacia países de ultramar en los que sus servicios puedan ser utilizados en condiciones de existencia y de empleo conformes a las normas internacionales, disfrutando del respeto total de los derechos reconocidos a la persona humana,

ACUERDAN:

- 1) Constituir un "Comité Intergubernamental Provisional de los Movimientos Migratorios de Europa";
- 2) El Comité tendrá por misión tomar todas las medidas adecuadas para asegurar el transporte de los emigrantes para quienes los medios existentes son insuficientes y que, de otra manera, no podrían partir, desde ciertos países de población excedentaria hacia otros países de ultramar que ofrecen posibilidades de inmigración metódica, dentro del marco de la política adoptada a ese respecto por los países interesados;
- 3) El Comité tendrá por funciones:
 - a) proporcionar y organizar, según las necesidades eventuales, los transportes terrestres, marítimos y aéreos;
 - b) asumir la responsabilidad del flete de los navíos utilizados bajo los auspicios de la O. I. R., en la medida en que sea necesario;
 - c) establecer un programa coordinado de transportes marítimos utilizando, siempre que sea posible, los recursos de las líneas comerciales, así como los navíos fletados y transferidos por

la O. I. R., con objeto de asegurar aquellos movimientos migratorios respecto a los cuales los servicios comerciales se revelan insuficientes;

- d) tomar todas las medidas directamente en relación con las finalidades arriba mencionadas, habida cuenta de los servicios nacionales e internacionales disponibles;
 - e) adoptar cuantas otras medidas sean necesarias para la realización de sus funciones, tales como precedentemente han sido definidas.
- 4) Entre los migrantes de los que deberá ocuparse el Comité, se hallan comprendidos los refugiados y los neorrefugiados cuya emigración pueda constituir el objeto de acuerdos entre el Comité y el Gobierno del país que les dé asilo.
- 5) Podrán formar parte del Comité los Gobiernos que hayan demostrado el interés que acuerdan al principio de la libre circulación de las personas y que se comprometan, a reserva de la aprobación por sus autoridades gubernamentales, a aportar una contribución financiera cuyo importe será convenido entre el Comité y el Gobierno de que se trate.
- 6) El Comité elegirá su Mesa, establecerá su reglamento, creará los subcomités que juzgue adecuado (especialmente un subcomité intergubernamental para la coordinación de los transportes) y ejercerá los poderes necesarios para el cumplimiento de su labor.
- 7) Establecerá un plan de actividades, un presupuesto y un plan de gastos, y fijará las condiciones de empleo de los fondos de que disponga, conforme a los principios siguientes:
- a) cada país de inmigración queda en libertad de fijar sus criterios de admisión, así como el número de inmigrantes que acogerá;
 - b) el Comité no proporcionará sino los servicios indispensables para el desplazamiento de los emigrantes que, sin esta ayuda, no tendrían la posibilidad de partir;
 - c) el Comité velará para que la gestión administrativa sea llevada a cabo de manera eficaz y económica;
 - d) todo Gobierno Miembro que haya entregado una contribución al fondo de operaciones podrá fijar las condiciones de empleo de tal contribución.
- 8) El Comité nombrará un Director responsable ante él.
- 9) El Comité conferirá al Director los poderes necesarios para permitirle llevar a cabo las funciones que el Comité le haya confiado.

10) El Comité examinará en primer lugar la cuestión de las relaciones que deban ser establecidas con las organizaciones internacionales, no gubernamentales y benévolas que se ocupen de las cuestiones de migración y de refugiados.

11) El Comité examinará si debe prolongar su existencia más allá de un período de doce meses.

Note by the Department of State

The Intergovernmental Committee for European Migration, by Resolution No. 77 adopted November 30, 1954, [¹] at its 72d Meeting, Geneva, confirmed that sixteen Member Governments representing 81.51% of the contributions to the administrative part of the budget had communicated to the Director acceptance of the Constitution and declared the Constitution in force on that date. In a letter to the Secretary of State, dated March 22, 1955, the Deputy Director of the Committee certified that the Governments of the countries named below constituted the full membership of the Committee as of that date:

<i>Member</i>	<i>Acceptance Deposited</i>
Argentina	November 18, 1954
Australia	March 22, 1954
Austria	June 25, 1954
Belgium	April 27, 1955
Brazil	—
Canada	March 29, 1954
Chile	October 20, 1954
Colombia	—
Costa Rica	March 29, 1955
Denmark	February 26, 1954
France	—
Germany, Federal Republic of .	November 8, 1954
Greece	July 8, 1954
Israel	March 1, 1954
Italy	January 15, 1954
Luxembourg	—
Netherlands	April 12, 1954
Norway	November 26, 1954
Paraguay	April 29, 1954
Sweden	February 11, 1954
Switzerland	April 7, 1954
United States of America . . .	September 21, 1954 [²]
Uruguay	—
Venezuela	—

^¹ Not printed.

^² Under authorization contained in Public Law 665; 68 Stat. 844.

MULTILATERAL

Whaling [¹]

*Amendments to the Schedule to the International Whaling Convention
signed at Washington on December 2, 1946.*

TIAS 3198
July 19–23, 1954

*Adopted at the Sixth Meeting of the International Whaling Commission,
Tokyo, July 19–23, 1954;
Entered into force November 8, 1954, and February 17 and 24, 1955.*

INTERNATIONAL WHALING COMMISSION

MINISTRY OF AGRICULTURE AND FISHERIES
FISHERIES DEPARTMENT
3 WHITEHALL PLACE
LONDON S. W. 1
6 August 1954

Chairman: Dr. REMINGTON KELLOGG (U.S.A.)

Vice-Chairman: Dr. G. J. LIENESCH (NETHERLANDS)

Secretary: A. T. A. DOBSON (U.K.)

Telephone: TRAFALGAR 7711

Ref. No. A. S. 6

Circular letter to all Contracting Governments Sixth Meeting. Amendments to the Schedule

SIR,

At the sixth meeting of the Commission held at Tokyo from the 19th–23rd July, both inclusive, a number of amendments were made to the Schedule to the International Whaling Convention 1946.

Under the provisions of the Convention (Article V), these amendments have to be notified to each Contracting Government and cannot become effective until the expiration of 90 days and only then, provided that no objections are received during that period.

TIAS 1849.
62 Stat., pt. 2, p. 1723.

¹Footnotes indicated by an asterisk (*) or by a dagger (†) appear in the certified copy.

The 90 day period will be deemed to have expired at midnight (24 hours) on 7th November, 1954, and if no objections are received, the amendments will come into operation as from 8th November, 1954, and you will be notified immediately to that effect.

The amendments, a list of which is enclosed, are related to the existing Schedule, the latest copy of which is dated December 1953 and is already in your possession.

In the event of the Re-arranged Schedule (which was approved by the Commission at their Fifth Meeting in 1953) coming into force before 7th November 1954, and only one assent is at the moment outstanding, then the amendments enclosed (if and when they become operative) will be inserted in their proper place in that Schedule, of which copies will than be sent to you.

A copy of this letter with its enclosed list of amendments is being sent to each Commissioner,

I am, Sir,

Your obedient Servant,

A. T. A. DOBSON

Secretary to the Commission

THE SECRETARY OF STATE
OF THE UNITED STATES,
Washington.

List of the amendments to the Schedule, made by the International Whaling Commission at the Sixth Meeting at Tokyo 1954

1. In Paragraph 4,¹ Insert the following two new sub-Paragraphs, the existing paragraph numbered 4 being renumbered 4(3). 4(1) It is forbidden to kill or attempt to kill blue whales in the North Atlantic Ocean for a period of 5 years. 4(2) It is forbidden to use a whale catcher attached to a factory ship or to a land station for the purpose of killing or attempting to kill blue whales for a period of 5 years in the North Pacific Ocean between 20° North Latitude and 66° North Latitude eastward of a line running south from 66° North Latitude along the meridian 168°58'22.69'' West Longitude to 65°15' North Latitude; thence southwest-ward along a great circle course to the intersection of 51° North Latitude and 167° East Longitude; thence southeast-ward along a great circle course to the intersection of 48° North Latitude and 180° Longitude; thence south along the meridian 180° Longitude to 20° North Latitude.

2. In Paragraph 6, Insert the following sub-Paragraphs, the existing paragraph numbered 6 being now re-numbered 6(3). 6(1) It is forbidden to kill or attempt to kill humpback whales in the North Atlantic Ocean for a period of 5 years. 6(2) It is forbidden to kill or attempt to kill humpback whales in the waters south of 40° South Latitude between 0° Longitude and 70° West Longitude for a period of 5 years.

3. Paragraph (6) now to be re-numbered 6(3) shall read as follows:

"It is forbidden to use a whale catcher attached to a factory ship for the purpose of killing or attempting to kill humpback whales in any waters south of 40° South Latitude except on the 1st, 2nd, 3rd and 4th February in any year.

4. In Paragraph 7(a), for "2nd January" substitute "7th January." Omit the proviso at end and insert the words "and no such whale catcher shall be used for the purpose of killing or attempting to kill blue whales before the 21st January in any year." Paragraph 7(a) as so amended will then read as follows, the new words being underlined:—"7(a) It is forbidden to use a whale catcher attached to a factory ship for the purpose of killing or attempting to kill baleen whales (excluding minke whales) in

¹ See *post*, pp. 649, 652, and 653.

any waters south of 40° South Latitude, except during the period 7th January to 7th April, following, both days inclusive; and no such whale catcher shall be used for the purpose of killing or attempting to kill blue whales before the 21st January in any year."

5. Insert a new sub-Paragraph 7(b) as follows:—

"7(b) It is forbidden to use a whale catcher attached to a factory ship for the purpose of killing or attempting to kill sperm or minke whales, except as permitted by the Contracting Governments in accordance with sub-paragraphs (c) (d) and (e) of this paragraph."

The existing sub-paragraphs (b) (c) and (d) will then become (c) (d) and (e) respectively.

6. In Paragraph 9(b), for the words "60 feet (18.3 metres)" read "57 feet (17.4 metres)."

7. At end of Paragraph 10(d) add the following words:—

"Except that a separate open season may be declared for any land station used for the taking or treating of minke whales which is located in an area having oceanographic conditions clearly distinguishable from those of the area in which are located the other land stations used for the taking or treating of minke whales under the jurisdiction of the same Contracting Government; but the declaration of a separate open season by virtue of the provisions of this sub-paragraph shall not cause thereby the period of time covering the open seasons declared by the same Contracting Government to exceed nine continuous months of any twelve months."

Note. The above amendments will become effective as from 8th November 1954, provided no objections are received during the 90 day period provided for in Article V of the International Whaling Convention 1946.

INTERNATIONAL WHALING COMMISSION

MINISTRY OF AGRICULTURE AND FISHERIES
FISHERIES DEPARTMENT
3 WHITEHALL PLACE
LONDON S. W. 1
8th November, 1954

Chairman: Dr. REMINGTON KELLOGG (U.S.A.)
Vice-Chairman: Dr. G. J. LIENESCH (NETHERLANDS)
Secretary: A. T. A. DOBSON (U.K.)
Telephone: TRAFALGAR 7711

A. S. VI

SIR,

*Circular letter to all Contracting Governments
Amendments to the Schedule*

I beg to refer to my circular letter of 6th August, 1954 on the above subject, and to inform you that the 90 day period during which it was possible for objections to be lodged to the amendments to the Schedule set out in the enclosure to that circular, expired at midnight (24 hours) on 7th November, 1954.

On Friday, 5th November 1954, an objection was delivered by hand at the offices of the Commission by the Government of ICELAND to the amendment in Paragraph 4 which forbids the killing or attempting to kill blue whales in the North Atlantic Ocean for a period of 5 years.

On Saturday, 6th November 1954, an objection was notified to the Commission by the Government of JAPAN to the amendment also in Paragraph 4 which forbids the killing or attempting to kill blue whales in the North Pacific Ocean for a period of 5 years, within the area set out in detail in the enclosure to the Circular of 6th August 1954.

No objections have been received from any other Contracting Government.

In the light of these two objections and having regard to Article V of the 1946 Convention, it therefore follows that all the other amendments set out in the enclosure to the Circular of 6th August, 1954, become automatically operative as from 8th November, 1954, the date of this Circular. For your convenience a further copy of the enclosure is enclosed.^[1]

The two amendments in respect of Blue Whales in the North Atlantic and North Pacific Oceans, must therefore remain in-

^[1] Not printed. See *ante*, p. 647.

operative for a further period of 90 days which will be deemed to expire at midnight (24 hours) on 5th February, 1955, in case further objections are received. A further letter will be addressed to you on the expiration of this second 90 day period.

In the meantime steps will be taken to have the Schedule (dated December, 1953) reprinted (in accordance with the standing directions of the Commission) and this reprint will show the new amendments now in force. This reprint will be sent to you as soon as possible.

A copy of this circular is being sent to each Commissioner.

I am, Sir,

Your obedient Servant,

A. T. A. DOBSON

Secretary to the Commission.

THE SECRETARY OF STATE,
United States Dept.,
Washington, 25. D. C.
U. S. A.

*The Secretary of State to the Secretary to the International
 Whaling Commission*

DEPARTMENT OF STATE
 WASHINGTON

January 6 1955

SIR:

By a note dated August 24, 1954 [¹] you were informed that the Government of the United States interposed no objection to the amendment of certain paragraphs of the Schedule annexed to the International Whaling Convention of 1946. The amendments in question were proposed by the International Whaling Commission at its Sixth Meeting at Tokyo in July 1954 and reported to the Contracting Governments in your circular communication of August 6, 1954. Meanwhile, we are informed by your circular letter dated November 8, 1954 that the Governments of Japan and Iceland interposed objection to the proposed prohibitions against the killing of blue whales in the North Pacific and North Atlantic Oceans, respectively.

Availing itself of the right to reconsider its earlier approval of these amendments, as granted by Article V of the International Whaling Convention, the Government of the United States now

¹ Not printed.

feels constrained to lodge objection to the contemplated prohibition against killing blue whales in the North Pacific Ocean, and you are so informed. This decision is taken in the belief that unless this prohibition were to apply to Japan the objectives thereof would be negated, and therefore no useful purpose would be served by the United States binding itself to the restriction.

The objection by the Government of Iceland to a similar prohibition vis-a-vis the North Atlantic Ocean does not, in the view of the United States, have the same preclusive effect and, accordingly, the Government of the United States reaffirms its earlier approval of this measure.

Very truly yours,

For the Secretary of State:

DAVID MCK. KEY
David Mck. Key
Assistant Secretary

THE SECRETARY

TO THE INTERNATIONAL WHALING COMMISSION,
London.

INTERNATIONAL WHALING COMMISSION

*Chairman: Dr. REMINGTON KELLOGG (U.S.A.)
 Vice-Chairman: Dr. G. J. LIENESCH (NETHERLANDS)
 Secretary: A. T. A. DOBSON (U.K.)
 Telephone: TRAFALGAR 7711
 Ref. No. A. 8. VI*

Room 407,
 3 WHITEHALL PLACE,
 LONDON, S. W. 1.
17th February 1955

*Circular to all Contracting Governments
 Amendments to the Schedule*

The Secretary begs to refer to his circular of 11th February, 1955, [¹] on the above subject, and to say, for the information of your Government, that no further objection has been received to the amendment prohibiting the taking of blue whales in the North Pacific Ocean for a period of 5 years, nor have any of the original objections been withdrawn.

This amendment becomes operative therefore from the 17th February, 1955.

A copy of the amendment is set out below and it is requested that you will make a note of it in the Schedule of which a copy of the latest edition, dated December 1954, was duly sent to you. A further circular will be sent to you in due course regarding the other amendment dealing with the taking of blue whales in the North Atlantic.

A copy of this circular is being sent to each Commissioner.

Amendment. Before existing Paragraph 4 in the Schedule insert the following new sub paragraph:—

It is forbidden to use a whale catcher attached to a factory ship or to a land station for the purpose of killing or attempting to kill blue whales for a period of 5 years in the North Pacific Ocean between 20° North Latitude and 66° North Latitude eastward of a line running south from 66° North Latitude along the meridian 168°58'22.69" West Longitude to 65°15' North Latitude; thence southwest-ward along a great circle course to the intersection of 51° North Latitude and 167° East Longitude; thence southeast-ward along a great circle course to the inter-section of 48° North Latitude and 180° Longitude; thence south along the meridian 180° Longitude to 20° North Latitude.*

THE SECRETARY OF STATE OF THE UNITED STATES

*State Department,
 Washington 25 D. C.
 U. S. A.*

¹ Not printed.

*This sub-paragraph which came into operation on 17th February, 1955, is not binding on Japan, U. S. A. Canada and the U. S. S. R. all of whom objected to it within the prescribed period.

INTERNATIONAL WHALING COMMISSION

MINISTRY OF AGRICULTURE AND FISHERIES
FISHERIES DEPARTMENT
3 WHITEHALL PLACE
LONDON S. W. 1
24th February, 1955

*Chairman: Dr. REMINGTON KELLOGG (U.S.A.)
Vice-Chairman: Dr. G. J. LIENESCH (NETHERLANDS)
Secretary: A. T. A. DOBSON (U.K.)*

Telephone: TRAFALGAR 7711

Ref. A.S. VI

*Circular to all Contracting Governments
Amendments to the Schedule*

The Secretary begs to refer to his circular of 17th February, 1955, on the above subject and to inform you that no further objection has been received to the amendment prohibiting the taking of blue whales in the North Atlantic for a period of five years, nor have any of the original objections been withdrawn.

This amendment becomes operative therefore from the 24th February, 1955.

A copy of the amendment is set out below and it is requested that you will make a note of it in the Schedule of which the latest copy dated December 1954, was sent to you at the time.

A copy of this circular is being sent to each Commissioner.

Amendment – to be inserted before Paragraph 4 of the Schedule as a new sub-paragraph.

"It is forbidden to kill or attempt to kill blue whales in the North Atlantic Ocean for a period of five years."

[This paragraph does not apply to Iceland or Denmark].

Now that the two remaining amendments of those made at Tokyo have come into operation on the 17th and 24th February, 1955 respectively, it is possible to put them in their proper place in relation to Paragraph 4 and for your convenience a copy is enclosed of the amendments properly numbered as they will appear in the Schedule when it comes to be reprinted. The enclosed sheet is intended to be inserted in the copy of the Schedule which is dated December, 1954.

THE SECRETARY OF STATE OF THE UNITED STATES,
State Department,
Washington 25, D.C.,
USA.

Amendments to the Schedule

For insertion between pp 2 and 3 of the Copy of the Schedule to the International Whaling Convention 1946 dated December 1954.

Paragraph 4 of the Schedule becomes Paragraph 4(3) and the following paragraphs are inserted as 4(1) and 4(2) respectively.

4(1) It is forbidden to kill or attempt to kill blue whales in the North Atlantic Ocean for a period of 5 years.*

4(2) It is forbidden to use a whale catcher attached to a factory ship or to a land station for the purpose of killing or attempting to kill blue whales for a period of 5 years in the North Pacific Ocean between 20° North Latitude and 66° North Latitude eastward of a line running south from 66° North Latitude along the meridian 168°58'22.69" West Longitude to 65°15' North Latitude; thence southwest-ward along a great circle course to the intersection of 48° North Latitude and 180° Longitude to 20° North Latitude.†

*This paragraph was objected to within the prescribed period ending 7th November 1954 by the Government of Iceland, and subsequently by that of Denmark. Neither objection was withdrawn and the paragraph came into force on 24th February, 1955 but is not binding on Iceland and Denmark.

†This paragraph was objected to within the prescribed period ending 7th November 1954 by the Government of Japan and subsequently by those of the U. S. A., Canada and the U. S. S. R. None of these objections were withdrawn, and the paragraph came into operation on 17th February, 1955, but is not binding on Japan, U. S. A., Canada and the U. S. S. R.

FEDERAL REPUBLIC OF GERMANY

SALE OF FEED GRAIN AND PURCHASE OF BUILDING MATERIALS FOR UNITED STATES DEFENSE PURPOSES

*Agreement signed at Washington February 18, 1955;
Entered into force February 18, 1955.*

TIAS 3199
Feb. 18, 1955

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY FOR THE SALE OF FEED GRAIN AND THE PURCHASE OF BUILDING MATERIALS FOR UNITED STATES DEFENSE PURPOSES

The Governments of the United States of America and the Federal Republic of Germany agree as follows:

1. The United States will authorize the sale of approximately five million dollars worth of feed grain to the Federal Republic of Germany with payment in Deutschemarks.
2. The sales will be made through United States private trade channels and the feed grain will be priced at the prevailing export price.
3. The feed grain will be sold to German buyers f.o.b. vessel United States ports. Where United States flag vessels are used in shipping the grain the dollar cost will be for account of the Federal Republic of Germany, but the United States will rebate to Germany an amount of Deutschemarks equivalent to the differential between the United States flag and foreign flag rates on such quantity, not in excess of 55 percent of the total, as is shipped on United States flag vessels. After completion of the feed grain imports the differential will be determined by comparing the actual freight costs paid for shipments on United States flag vessels and those prevailing for like shipments on foreign flag vessels.
4. The net purchase price shall be paid in Deutschemarks to the United States Disbursing Officer in Germany at the time the feed grain is delivered to German buyers. An exchange rate of 4.2 Deutschemarks to the dollar shall be used in making such deposits and in making any contract adjustments, or any rebates which are necessary because of the

flag differential. The Deutschemarks in this account will be used solely by the United States Government for purchases in the Federal Republic of Germany of materials for the construction of United States military, air, and naval bases in Spain. The United States Government will expect to purchase such materials c.i.f. Spanish ports.

5. For the materials to be purchased by the United States from the Federal Republic of Germany under this agreement and exported by German firms, the tax privileges will be granted which are provided for exports according to the German law, especially tax exemptions and tax refunds concerning turnover taxes, custom duties, consumer taxes, and monopoly taxes.
6. The Government of the Federal Republic of Germany will use its good offices to encourage its suppliers to furnish materials supplied under this program at competitive prices.
7. The feed grain shall be purchased for shipment prior to May 15, 1955.
8. This agreement shall take effect upon signature by representatives of the two governments.

DONE at Washington in duplicate this 18th day of February 1955.

FOR THE GOVERNMENT OF THE UNITED STATES OF
AMERICA:

LIVINGSTON T. MERCHANT

FOR THE GOVERNMENT OF THE FEDERAL REPUBLIC OF
GERMANY:

G. VOGEL

UNION OF SOUTH AFRICA

Certificates of Airworthiness for Imported Aircraft

Arrangement effected by exchange of notes

*Signed at Pretoria October 29, 1954, and February 22, 1955;
Entered into force February 22, 1955.*

TIAS 3200
Oct. 29, 1954
and Feb. 22, 1955

*The American Charge d'Affaires ad interim to the South African
Minister of External Affairs*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

EMBASSY OF THE
UNITED STATES OF AMERICA

Pretoria, October 29, 1954.

No. 64

SIR:

I have the honor to refer to negotiations which have recently taken place between the Government of the United States of America and the Government of the Union of South Africa for the conclusion of a reciprocal arrangement for the acceptance of certificates of airworthiness for imported aircraft.

It is my understanding that it has been agreed in the course of the negotiations, now terminated, that the arrangement shall be as follows:

ARRANGEMENT BETWEEN THE UNITED STATES OF AMERICA
AND THE UNION OF SOUTH AFRICA RELATING TO CERTIFICATES
OF AIRWORTHINESS FOR IMPORTED AIRCRAFT

ARTICLE I

(a) The present arrangement applies to civil aircraft constructed in continental United States of America, including Alaska, and exported to the Union of South Africa; and to civil aircraft constructed in the Union of South Africa and exported to continental United States of America, including Alaska.

(b) This arrangement shall extend to civil aircraft of all categories, including those used for public transport and those

used for private purposes as well as to components of such aircraft.

ARTICLE II

The same validity shall be conferred by the competent authorities of the United States on certificates of airworthiness for export issued by the competent authorities of the Union of South Africa for aircraft subsequently to be registered in the United States as if they had been issued under the regulations in force on the subject in the United States, provided that such aircraft have been constructed in the Union of South Africa in accordance with the airworthiness requirements of the Union of South Africa.

ARTICLE III

The same validity shall be conferred by the competent authorities of the Union of South Africa on certificates of airworthiness for export issued by the competent authorities of the United States for aircraft subsequently to be registered in the Union of South Africa as if they had been issued under the regulations in force on the subject in the Union of South Africa, provided that such aircraft have been constructed in continental United States or Alaska in accordance with the airworthiness requirements of the United States.

ARTICLE IV

(a) The competent authorities of the United States shall arrange for the effective communication to the competent authorities of the Union of South Africa of particulars of compulsory modifications prescribed in the United States, for the purpose of enabling the authorities of the Union of South Africa to require these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

(b) The competent authorities of the United States shall, where necessary, afford the competent authorities of the Union of South Africa facilities for dealing with non-compulsory modifications which are such as to affect the validity of certificates of airworthiness validated under the terms of this arrangement, or any of the other conditions of validation. They will similarly give facilities for dealing with cases of major repairs carried out otherwise than by the fitting of spare parts supplied by the original constructors.

ARTICLE V

(a) The competent authorities of the Union of South Africa shall arrange for the effective communication to the competent authorities of the United States of particulars of compulsory modifications prescribed in the Union of South Africa, for the purpose of enabling the authorities of the United States to require these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

(b) The competent authorities of the Union of South Africa shall, where necessary, afford the competent authorities of the United States facilities for dealing with non-compulsory modifications which are such as to affect the validity of certificates of airworthiness validated under the terms of this arrangement, or any of the other original conditions of validation. They will similarly give facilities for dealing with cases of major repairs carried out otherwise than by the fitting of spare parts supplied by the original constructors.

ARTICLE VI

(a) The competent authorities of each country shall have the right to make the validation of certificates of airworthiness for export dependent upon the fulfillment of any special conditions which are for the time being required by them for the issuance of certificates of airworthiness in their own country. Information with regard to these special conditions in respect to either country will from time to time be communicated to the competent authorities of the other country.

(b) The competent authorities of each country shall keep the competent authorities of the other country fully and currently informed of all regulations in force in regard to the airworthiness of civil aircraft and any changes therein that may from time to time be effected.

ARTICLE VII

The question of procedure to be followed in the application of the provisions of the present arrangement shall be the subject of direct correspondence, whenever necessary, between the competent authorities of the United States and the Union of South Africa.

ARTICLE VIII

(a) The present arrangement shall be subject to termination by either Government upon sixty days' notice given in writing to the other Government.

(b) This arrangement shall terminate and replace the arrangement between the United States of America and the Union of South Africa providing for the acceptance by the one country of certificates of airworthiness for aircraft imported from the other country as merchandise, effected by an exchange of notes signed at Pretoria on October 12 and December 1, 1931.

EAS 28.
47 Stat. 2687.

Upon the receipt of a note indicating that the foregoing provisions are acceptable to the Government of the Union of South Africa, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to come into force on the date of your note in reply.

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

WILSON C. FLAKE
Charge d'Affaires a. i.

Doctor the Honorable
D. F. MALAN,
*Minister of External Affairs
for the Union of South Africa.*

The South African Minister of External Affairs to the American Ambassador

23/13
10/6/18.

UNIE VAN SUID-AFRIKA.
UNION OF SOUTH AFRICA.

DEPARTEMENT VAN BUITELANDSE SAKE
DEPARTMENT OF EXTERNAL AFFAIRS.
PRETORIA.

22-2-1955

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your note No. 64 of the 29th October, 1954, reading as follows:

"I have the honor to refer to negotiations which have recently taken place between the Government of the United States of America and the Government of the Union of South Africa for the conclusion of a reciprocal arrangement for the acceptance of certificates of airworthiness for imported aircraft.

It is my understanding that it has been agreed in the course of the negotiations, now terminated, that the arrangement shall be as follows:

ARRANGEMENT BETWEEN THE UNITED STATES OF AMERICA
AND THE UNION OF SOUTH AFRICA RELATING TO CERTIFICATES
OF AIRWORTHINESS FOR IMPORTED AIRCRAFT.

ARTICLE I

(a) The present arrangement applies to civil aircraft constructed in continental United States of America, including Alaska, and exported to the Union of South Africa; and to civil aircraft constructed in the Union of South Africa and exported to continental United States of America, including Alaska.

(b) This arrangement shall extend to civil aircraft of all categories, including those used for public transport and those used for private purposes as well as to components of such aircraft.

ARTICLE II

The same validity shall be conferred by the competent authorities of the United States on certificates of airworthiness for export issued by the competent authorities of the Union of South Africa for aircraft subsequently to be registered in the United States as if they had been issued under the regulations in force on the subject in the United States, provided that such aircraft have been constructed in the Union of South Africa in accordance with the airworthiness requirements of the Union of South Africa.

ARTICLE III

The same validity shall be conferred by the competent authorities of the Union of South Africa on certificates of airworthiness for export issued by the competent authorities of the United States for aircraft subsequently to be registered in the Union of South Africa as if they had been issued under the regulations in force on the subject in the Union of South Africa, provided that such aircraft have been constructed in continental United States or Alaska in accordance with the airworthiness requirements of the United States.

ARTICLE IV

(a) The competent authorities of the United States shall arrange for the effective communication to the competent authorities of the Union of South Africa of particulars of compulsory modifications prescribed in the United States, for the purpose of enabling the authorities of the Union of South Africa to require these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

(b) The competent authorities of the United States shall, where necessary, afford the competent authorities of the Union of South Africa facilities for dealing with noncompulsory modifications which are such as to affect the validity of certificates of airworthiness validated under the terms of this arrangement, or any of the other conditions of validation. They will similarly give facilities for dealing with cases of major repairs carried out otherwise than by the fitting of spare parts supplied by the original constructors.

ARTICLE V

(a) The competent authorities of the Union of South Africa shall arrange for the effective communication to the competent authorities of the United States of particulars of compulsory modifications prescribed in the Union of South Africa, for the purpose of enabling the authorities of the United States to require these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

(b) The competent authorities of the Union of South Africa shall, where necessary, afford the competent authorities of the United States facilities for dealing with non-compulsory modifications which are such as to affect the validity of certificates of airworthiness validated under the terms of this arrangement, or any of the other original conditions of validation. They will similarly give facilities for dealing with cases of major repairs carried out otherwise than by the fitting of spare parts supplied by the original constructors.

ARTICLE VI

(a) The competent authorities of each country shall have the right to make the validation of certificates of airworthiness for export dependent upon the fulfillment of any special conditions which are for the time being required by them for the issuance of certificates of airworthiness in their own country. Information with regard to these special conditions in respect to either country will from time to time be communicated to the competent authorities of the other country.

(b) The competent authorities of each country shall keep the competent authorities of the other country fully and currently informed of all regulations in force in regard to the airworthiness of civil aircraft and any changes therein that may from time to time be effected.

ARTICLE VII

The question of procedure to be followed in the application of the provisions of the present arrangement shall be the subject of direct correspondence, whenever necessary, between the competent authorities of the United States and the Union of South Africa.

ARTICLE VIII

(a) The present arrangement shall be subject to termination by either Government upon sixty days' notice given in writing to the other Government.

(b) This arrangement shall terminate and replace the arrangement between the United States of America and the Union of South Africa providing for the acceptance by the one country of certificates of airworthiness for aircraft imported from the other country as merchandise, effected by an exchange of notes signed at Pretoria on October 12 and December 1, 1931.

Upon the receipt of a note indicating that the foregoing provisions are acceptable to the Government of the Union of South Africa, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to come into force on the date of your note in reply."

In reply thereto, I have the honour to inform Your Excellency that the Government of the Union of South Africa are in agreement with the foregoing provisions and that your note and the present reply shall be regarded as constituting an agreement between our two Governments.

Please accept, Your Excellency, the renewed assurance of my highest consideration.

For the Minister of External Affairs,
D. FORSYTH
Secretary for External Affairs.

His Excellency Mr. E. T. WAILES,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Cape Town.*

COSTA RICA

GUARANTY OF PRIVATE INVESTMENTS

*Agreement effected by exchange of notes
Signed at San José February 23 and 25, 1955;
Entered into force February 25, 1955.
With related note dated February 26, 1955.*

TIAS 3201
Feb. 23, 25, 26,
1955

The American Ambassador to the Costa Rican Acting Minister of Foreign Affairs

AMERICAN EMBASSY, SAN JOSÉ,
February 23, 1955.

No. 80

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments, relating to guarantees authorized by Section 413 (b) (4) of the Mutual Security Act of 1954, a copy of which is enclosed. I also have the honor to confirm the understandings reached as a result of these conversations as follows:

68 Stat. 847.
22 U.S.C. § 1933 (b)

The Governments of Costa Rica and of the United States of America will, upon the request of either of them, consult respecting projects in Costa Rica proposed by nationals of the United States of America with regard to which guaranties under Section 413 (b) (4) of the Mutual Security Act of 1954, have been made or are under consideration. With respect to such guaranties extending to projects which are approved by the Government of Costa Rica in accordance with the provisions of the aforesaid Section, the Government of Costa Rica agrees:

- a. That if the Government of the United States of America makes payment in United States dollars to any person under any such guaranty, the Government of Costa Rica will recognize the transfer to the Government of the United States of America of any right, title, or interest of such person in assets, currency, credits, or other property on account of which such payment was made and the subrogation of the Government of the United States of America to any claim or cause of action of such person arising in connec-

tion therewith. The Government of Costa Rica shall also recognize any transfer to the Government of the United States of America pursuant to such guaranty of any compensation for loss covered by such guaranties received from any source other than the Government of the United States of America;

- b. That colón amounts acquired by the Government of the United States of America pursuant to such guaranties shall be accorded treatment not less favorable than that accorded, at the time of such acquisition, to private funds arising from transactions of United States nationals which are comparable to the transactions covered by such guaranties, and that such colón amounts will be freely available to the Government of the United States of America for administrative expenditures;
- c. That any claim against the Government of Costa Rica to which the Government of the United States of America may be subrogated as the result of any payment under such a guaranty shall be the subject of direct negotiations between the two Governments. If, within a reasonable period, the two Governments are unable to settle the claim by agreement, it shall be referred for final and binding determination to a sole arbitrator selected by mutual agreement. If the Governments are unable, within a period of three months, to agree upon such selection, the arbitrator shall be one who may be designated by the President of the International Court of Justice at the request of either Government.

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

Please accept, Excellency, the assurances of my highest and most distinguished consideration.

ROBERT F. WOODWARD

Enclosure:

Copy of Section 413 of the
Mutual Security Act of 1954.

His Excellency

Lic. FERNANDO FOURNIER ACUÑA,
Acting Minister of Foreign Affairs,
San José, Costa Rica.

SECTION 413 OF THE MUTUAL SECURITY ACT OF 1954**SEC. 413. ENCOURAGEMENT OF FREE ENTERPRISE AND PRIVATE**

PARTICIPATION.—(a) The Congress recognizes the vital role of free enterprise in achieving rising levels of production and standards of living essential to the economic progress and defensive strength of the free world. Accordingly, it is declared to be the policy of the United States to encourage the efforts of other free nations to increase the flow of international trade, to foster private initiative and competition, to discourage monopolistic practices, to improve the technical efficiency of their industry, agriculture and commerce, and to strengthen free labor unions; and to encourage the contribution of United States enterprise toward the economic strength of other free nations, through private trade and investment abroad, private participation in the programs carried out under this Act (including the use of private trade channels to the maximum extent practicable in carrying out such programs), and exchange of ideas and technical information on the matters covered by this section.

(b) In order to encourage and facilitate participation by private enterprise to the maximum extent practicable in achieving any of the purposes of this Act, the President—

(1) Shall make arrangements to find and draw the attention of private enterprise to opportunities for investment and development in other free nations;

(2) Shall accelerate a program of negotiating treaties for commerce and trade, including tax treaties, which shall include provisions to encourage and facilitate the flow of private investment to nations participating in programs under this Act;

(3) shall, consistent with the security and best interests of the United States, seek compliance by other countries or a dependent area of any country with all treaties for commerce and trade and taxes and shall take all reasonable measures under this Act or other authority to secure compliance therewith and to assist United States citizens in obtaining just compensation for losses sustained by them or payments exacted from them as a result of measures taken or imposed by any country or dependent area thereof in violation of any such treaty; and

(4) may make, until June 30, 1957, under rules and regulations prescribed by him, guaranties to any person of investments in connection with projects, including expansion, modernization, or development of existing enterprises, in any nation with which

the United States has agreed to institute the guaranty program:
Provided, That—

(A) such projects shall be approved by the President as furthering any of the purposes of this Act, and by the nation concerned;

(B) the guaranty to any person shall be limited to assuring any or all of the following:

(i) the transfer into United States dollars of other currencies, or credits in such currencies, received by such person as earnings or profits from the approved project, as repayment or return of the investment therein, in whole or in part, or as compensation for the sale or disposition of all or any part thereof;

(ii) the compensation in United States dollars for loss of all or any part of the investment in the approved project which shall be found by the President to have been lost to such person by reason of expropriation or confiscation by action of the government of a foreign nation;

(C) when any payment is made to any person pursuant to a guaranty as hereinbefore described, the currency, credits, assets, or investment on account of which such payment is made shall become the property of the United States Government, and the United States Government shall be subrogated to any right, title, claim or cause of action existing in connection therewith;

(D) the guaranty to any person shall not exceed the amount of dollars invested in the project by such person with the approval of the President plus actual earnings or profits on said project to the extent provided by such guaranty, and shall be limited to a term not exceeding twenty years from the date of issuance;

(E) a fee shall be charged in an amount not exceeding 1 per centum per annum of the amount of each guaranty under clause (i) of subparagraph (B), and not exceeding 4 per centum of the amount of each guaranty under clause (ii) of such subparagraph, and all fees collected hereunder shall be available for expenditure in discharge of liabilities under guaranties made under this section until such time as all such liabilities have been discharged or have expired, or until all such fees have been expended in accordance with the provisions of this section;

(F) the President is authorized to issue guaranties up to a total of \$200,000,000: *Provided* that any funds allocated to a guaranty and remaining after all liability of the United States

assumed in connection therewith has been released, discharged, or otherwise terminated, shall be available for allocation to other guaranties, the foregoing limitation notwithstanding. Any payments made to discharge liabilities under guaranties issued under this subsection shall be paid out of fees collected under subparagraph (E) as long as such fees are available, and thereafter shall be paid out of funds realized from the sale of notes which have been issued under authority of paragraph 111 (c) (2) of the Economic Cooperation Act of 1948, as amended, when necessary to discharge liabilities under any such guaranty;

62 Stat. 146.
22 U.S.C. § 1509 (c)
(2)

(G) the guaranty program authorized by this paragraph shall be used to the maximum practicable extent and shall be administered under broad criteria so as to facilitate and increase the participation of private enterprise in achieving any of the purposes of this Act;

(H) as used in this paragraph—

(i) the term “person” means a citizen of the United States or any corporation, partnership, or other association created under the law of the United States or of any State or Territory and substantially beneficially owned by citizens of the United States, and

(ii) the term “investment” includes any contribution of capital goods, materials, equipment, services, patents, processes, or techniques by any person in the form of (1) a loan or loans to an approved project, (2) the purchase of a share of ownership in any such project, (3) participation in royalties, earnings, or profits of any such project, and (4) the furnishing of capital goods items and related services pursuant to a contract providing for payment in whole or in part after the end of the fiscal year in which the guaranty of such investment is made.

The Costa Rican Acting Minister of Foreign Affairs to the American Ambassador

República de Costa Rica

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

No. DM-4514-B

SAN JOSÉ, febrero 25 de 1955

SEÑOR EMBAJADOR:

Tengo el honor de referirme a la nota de Vuestra Excelencia de fecha febrero 23 de 1955, que literalmente dice:

“I have the honor to refer to conversations which have recently taken place between representatives of our two Govern-

ments, relating to guaranties authorized by Section 413 (b) (4) of the Mutual Security Act of 1954. I also have the honor to confirm the understandings reached as a result of these conversations as follows:

"The Governments of Costa Rica and of the United States of America will, upon the request of either of them, consult respecting projects in Costa Rica proposed by nationals of the United States of America with regard to which guaranties under Section 413 (b) (4) of the Mutual Security Act of 1954, have been made or are under consideration. With respect to such guaranties extending to projects which are approved by the Government of Costa Rica in accordance with the provisions of the aforesaid Section, the Government of Costa Rica agrees:

"a. That if the Government of the United States of America makes payment in United States dollars to any person under any such guaranty, the Government of Costa Rica will recognize the transfer to the United States of America of any right, title or interest of such person in assets, currency, credits, or other property on account of which such payment was made and the subrogation of the United States of America to any claim or cause of action of such person arising in connection therewith. The Government of Costa Rica shall also recognize any transfer to the Government of the United States of America pursuant to such guaranty of any compensation for loss covered by such guaranties received from any source other than the Government of the United States of America;

"b. That colon amounts acquired by the Government of the United States of America pursuant to such guaranties shall be accorded treatment not less favorable than that accorded, at the time of such acquisition, to private funds arising from transactions of United States Nationals which are comparable to the transactions covered by such guaranties, and that such colon amounts will be freely available to the Government of the United States of America for administrative expenditures;

"c. That any claim against the Government of Costa Rica to which the Government of the United States of America may be subrogated as the result of any payment under such a guaranty, shall be the subject of direct negotiations between the two Governments. If within a reasonable period, they are unable to settle the claim by agreement, it shall be referred for final and binding determination to a sole arbitrator selected by mutual agreement: If the Governments are unable, within a period of three months, to agree upon such selection, the arbi-

trator shall be one who may be designated by the President of the International Court of Justice at the request of either Government.—

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

y a ese respecto, en nombre del Gobierno de Costa Rica, manifestar a Vuestra Excelencia que el Convenio entre el Ilustrado Gobierno de los Estados Unidos de América y el nuestro, tal como Vuestra Excelencia lo expone en la mencionada nota, es correcto y tenemos mucho gusto en confirmarlo en lo que al Gobierno de Costa Rica se refiere.

Aprovecho esta oportunidad, para reiterar al Excelentísimo Señor Embajador los sentimientos de mi más alta y distinguida consideración.—

FERNANDO FOURNIER

Fernando Fournier
Vice-Ministro de Relaciones Exteriores

FF-no

Excelentísimo Señor

ROBERT F. WOODWARD,
*Embajador de los Estados Unidos de América,
Ciudad.*—

Translation

Republic of Costa Rica
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

No. DM-4514-B

SAN JOSÉ, February 25, 1955

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note dated February 23, 1955, which, word for word, reads:

[For the English language text of the note, see *ante*, p. 665.]

and in regard thereto, on behalf of the Government of Costa Rica, to inform Your Excellency that the Agreement between the Government of the United States of America and ours, as set forth by Your Excellency in the aforementioned note, is

correct and we take great pleasure in confirming it in so far as it relates to the Government of Costa Rica.

I avail myself of this opportunity to renew to His Excellency the Ambassador the assurances of my highest and most distinguished consideration.

FERNANDO FOURNIER

Fernando Fournier

Acting Minister of Foreign Affairs

FF-no

His Excellency

ROBERT F. WOODWARD,

*Ambassador of the United States of America,
City.*

*The American Ambassador to the Costa Rican Acting Minister
of Foreign Affairs*

AMERICAN EMBASSY,

No. 83

San José, February 26, 1955.

EXCELLENCY:

In acknowledging with appreciation Your Excellency's Note No. DM-4514-B, dated February 25, 1955, I have the honor to inform Your Excellency that I am also authorized by my Government to state that only after consulting with and obtaining the approval of the Government of Costa Rica will the Government of the United States of America issue a guaranty with regard to any project in Costa Rica proposed by nationals of the United States of America under Section 413 (b) (4) of the Mutual Security Act of 1954. Moreover, the Government of the United States of America will, upon the request of the Government of Costa Rica, be glad to consult respecting projects in Costa Rica with regard to which guaranties have been made or are under consideration.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

ROBERT F. WOODWARD

His Excellency

FERNANDO FOURNIER ACUÑA,

*Acting Minister of Foreign Affairs,
San José, Costa Rica.*

GUATEMALA

Guaranty of Private Investments

*Agreement effected by exchange of notes
Signed at Washington March 23, 1955;
Entered into force March 23, 1955.*

TIAS 3202
Mar. 23, 1955

The Secretary of State to the Guatemalan Ambassador

DEPARTMENT OF STATE
WASHINGTON
March 23, 1955

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments, relating to guaranties of the nature authorized by Section 413 (b) (4) of the Mutual Security Act of 1954. I also have the honor to confirm the following understandings reached as a result of (4).

68 Stat. 847.
22 U.S.C. §1933 (b)

1. The Governments of Guatemala and of the United States of America will, upon request of either of them, consult respecting projects in Guatemala proposed by nationals of the United States of America with regard to which guaranties of the nature authorized by Section 413 (b) (4) of the Mutual Security Act of 1954 have been made or are under consideration.

2. The Government of the United States agrees that it will issue no guaranty with regard to any project unless the project is approved by the Government of Guatemala.

3. With respect to such guaranties extending to projects which are approved by the Government of Guatemala in accordance with the provisions of the aforesaid Section 413 (b) (4), the Government of Guatemala agrees:

a. That if the Government of the United States of America makes payment in United States dollars to any person under any such guaranty, the Government of Guatemala will recognize the transfer to the United States of America of any right, title or interest of such person in assets, currency, credits, or other property on account of which such payment

was made and the subrogation of the United States of America to any claim or cause of action, or right of such person arising in connection therewith.

- b. That quetzal amounts acquired by the Government of the United States of America pursuant to such guaranties shall be accorded treatment not less favorable than that accorded to private funds arising from transactions of United States nationals which are comparable to the transactions covered by such guaranties, and that such quetzal amounts will be freely available to the Government of the United States of America for administrative expenditures;
- c. That any claim against the Government of Guatemala to which the Government of the United States of America may be subrogated as the result of any payment under such a guaranty, shall be the subject of direct negotiations between the two Governments. If within a reasonable period, they are unable to settle the claim by agreement, it shall be referred for final and binding determination to a sole arbitrator selected by mutual agreement. If the Governments are unable, within a period of three months, to agree upon such selection, the arbitrator shall be one who may be designated by the President of the International Court of Justice at the request of either Government.

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

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

For the Secretary of State:

HENRY F. HOLLAND

His Excellency

Lieutenant Colonel José Luis CRUZ-SALAZAR,
Ambassador of Guatemala.

The Guatemalan Ambassador to the Secretary of State

EMBAJADA DE GUATEMALA

No. 601.

WASHINGTON, D. C., Marzo 23, 1955.

EXCELENCIA:

Tengo el honor de dirigirme a Vuestra Excelencia para acusarle recibo de su atenta nota, fechada el 23 del mes en curso, en la que Vuestra Excelencia se refiere a recientes conversaciones entre representantes de mi Gobierno y del Ilustrado Gobierno de Vuestra Excelencia con respecto a garantías de la naturaleza autorizada por la Sección 413 (b) (4) de la Ley de Seguridad Mutua de 1954.

Tengo el honor de comunicar a Vuestra Excelencia que he tomado debida nota de los siguientes convenios a que han llegado los representantes de ambos gobiernos como resultado de tales conversaciones:

1.- Los Gobiernos de Guatemala y de los Estados Unidos de América, a petición de cualquiera de ellos, entablaran consultas en relación con proyectos por desarrollarse en Guatemala propuestos por ciudadanos de los Estados Unidos de América con respecto a los cuales se hayan dado, o se considere dar, garantías de la naturaleza autorizada por la Sección 413 (b) (4) de la Ley de Seguridad Mutua de 1954.

2.- El Gobierno de los Estados Unidos de América conviene en que no suministrará garantía alguna a ningún proyecto que no sea aprobado por el Gobierno de Guatemala.

3.- Con respecto a tales garantías extendidas a proyectos que hayan sido aprobados por el Gobierno de Guatemala de acuerdo con las provisiones de la mencionada Sección 413 (b) (4), el Gobierno de Guatemala conviene en:

a.- Que si el Gobierno de los Estados Unidos de América efectúa pagos en Dólares a cualquier persona en virtud de tal garantía, el Gobierno de Guatemala reconocerá la transferencia a los Estados Unidos de América de cualquier derecho, título o interés de tal persona en bienes, dinero, créditos u otra propiedad a cuenta de las cuales se haya hecho tal pago y la subrogación a los Estados Unidos de América de cualquier reclamo o juicio, o derecho de tal persona que se derive del mismo.

b.- Que las cantidades, en Quetzales, adquiridas por el Gobierno de los Estados Unidos de América conforme a tales garantías serán tratadas en forma no menos favorable que los fondos privados provenientes de las transacciones de ciudadanos de los Estados Unidos que son comparables a las transac-

ciones cubiertas por tales garantías, y que tales cantidades, en Quetzales, estafan libremente a la disposición del Gobierno de los Estados Unidos de América para gastos administrativos;

c.- Que cualquier reclamo en contra del Gobierno de Guatemala, que haya sido subrogado al Gobierno de los Estados Unidos de América como resultado de cualquier pago cubierto por tal garantía, quedará sujeto a negociaciones directas entre los dos Gobiernos. Si no pudieran llegar a un acuerdo, dentro de un período de tiempo razonable, el reclamo será referido, para determinación final y obligatoria, a un árbitro único elegido de mutuo acuerdo. Si los Gobiernos no pueden ponerse de acuerdo, dentro de un período de tres meses, sobre tal elección, el árbitro será el que pueda ser designado por el Presidente de la Corte Internacional de Justicia a petición de cualquiera de los Gobiernos.

Tengo el honor de manifestar a Vuestra Excelencia que las disposiciones anteriores son aceptables a mi Gobierno, rogándole atentamente se sirva considerar que el presente canje de notas constituye un convenio entre nuestros dos Gobiernos sobre el particular, entrando en vigor en la fecha del canje de notas.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más distinguida consideración.

LUIS CRUZ S

Excelentísimo Señor JOHN FOSTER DULLES,
Secretario de Estado,
Departamento de Estado,
Washington, D. C.

Translation

EMBASSY OF GUATEMALA

No. 601.

WASHINGTON, D. C., March 23, 1955.

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's courteous note dated the 23d of this month, referring to recent conversations between representatives of my Government and your Government with respect to guarantees of the nature authorized by Section 413 (b) (4) of the Mutual Security Act of 1954.

I have the honor to inform Your Excellency that I have taken due note of the following understandings reached by the

representatives of the two Governments as a result of these conversations:

[For the English language text of the understandings, see *ante*, p. 673.]

I have the honor to inform Your Excellency that the foregoing provisions are acceptable to my Government, and therefore request you to be good enough to consider that this exchange of notes constitutes an agreement between our two Governments on this subject, which will enter into force on the date of the exchange of notes.

I avail myself of the opportunity to renew to Your Excellency the assurances of my most distinguished consideration.

LUIS CRUZ S

His Excellency

JOHN FOSTER DULLES,
Secretary of State,
Department of State,
Washington, D.C.

PERU

GUARANTY OF PRIVATE INVESTMENTS

TIAS 3203
Mar. 14, 1955

*Agreement effected by exchange of notes
Signed at Lima March 14 and 16, 1955;
Entered into force March 16, 1955.*

The American Ambassador to the Peruvian Minister for Foreign Affairs

EMBASSY OF THE UNITED STATES
OF AMERICA, LIMA,

No. 284

March 14, 1955.

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to guaranties against inconvertibility of investment receipts authorized by Section 413b (4) (B) (i) of the Mutual Security Act of 1954. I also have the honor to confirm the following understandings reached as a result of these conversations:

1. The Governments of Peru and of the United States of America will, upon the request of either of them, consult respecting the guaranty program authorized under the aforesaid Section 413b (4) (B) (i).

2. The Government of the United States agrees that it will issue no guaranty with regard to any project unless it is approved by the Government of Peru.

3. With respect to such guaranties extending to projects which are approved by the Government of Peru in accordance with the provisions of the aforesaid Section 413b (4) (B) (i), the Government of Peru agrees:

a. That if the Government of the United States of America makes payment in United States dollars to any person under any such guaranty, the Government of Peru will recognize the transfer to the United States of America of any right, title, or interest of such person in assets, currency, credits, or other property on account of which such payment was made and the subrogation of

68 Stat. 847.
22 U.S.C. § 1933.

the United States of America to any claim or cause of action, or right of such person arising in connection therewith. Nothing in this agreement shall confer upon the Government of the United States greater rights than those available to such person with respect to any such claim or cause of action or right to which the Government of the United States may have become subrogated.

b. That amounts in Peruvian soles acquired by the Government of the United States of America pursuant to such guaranties shall be accorded treatment not less favorable than that accorded to private funds arising from transactions of United States nationals which are comparable to the transactions covered by such guaranties, and that such amounts in Peruvian soles will be freely available to the Government of the United States of America for administrative expenditures.

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

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

HAROLD H. TITTMANN

His Excellency

Dr. DAVID AGUILAR CORNEJO,
Minister for Foreign Affairs, Lima.

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

MINISTERIO DE RELACIONES EXTERIORES

NUMERO (D): 6-3/19

LIMA, 16 de marzo de 1955.

SEÑOR EMBAJADOR:

Tengo a honra avisar recibo a Vuestra Excelencia de su atenta nota nº 284, de 14 del presente, en la que se sirve hacer referencia a las conversaciones que recientemente han tenido lugar entre representantes de nuestros dos Gobiernos respecto a un proyecto de Acuerdo sobre garantías contra la inconvertibilidad de los ingresos de inversiones autorizadas por la Sección 413b (4) (B) (i) de la Ley de Seguridad Mutua de 1954.

TIAS 3203

Dicho proyecto de Acuerdo ha merecido la aprobación del Gobierno del Perú y, en consecuencia, el Acuerdo queda redactado en su forma definitiva, de la siguiente manera:

1. Los Gobiernos del Perú y de los Estados Unidos de América, a solicitud de cualquiera de ellos, se consultarán respecto al programa de garantías autorizado por la susodicha Sección 413b (4) (B) (i).

2. El Gobierno de los Estados Unidos conviene en no otorgar ninguna garantía con respecto a ningún proyecto a menos que sea aprobada por el Gobierno del Perú.

3. Respecto a las garantías que se conceda a proyectos que hayan sido aprobados por el Gobierno del Perú de acuerdo con las disposiciones de la susodicha Sección 413b (4) (B) (i), el Gobierno del Perú conviene en lo siguiente:

a. Si el Gobierno de los Estados Unidos efectuara un pago en dólares de los Estados Unidos a cualquier persona de conformidad con cualquiera garantía, el Gobierno del Perú reconocerá la transferencia a los Estados Unidos de América de cualquier derecho, título o interés de dicha persona en los bienes, dinero, créditos u otra propiedad por cuenta de la cual se efectuó dicho pago y la subrogación a favor de los Estados Unidos de América de cualquier reclamación o causa para una acción o derecho de dicha persona proveniente del mismo. Nada en este acuerdo concederá al Gobierno de los Estados Unidos mayores derechos que aquellos que puedan invocar tales personas con respecto a cualquiera demanda o reclamación o derecho respecto a los cuales el Gobierno de los Estados Unidos se subrogue.

b. Que las sumas en soles peruanos que adquiera el Gobierno de los Estados Unidos de América de conformidad con dichas garantías se les acordará un tratamiento no menos favorable que el que se acuerda a los fondos privados provenientes de transacciones de nacionales de los Estados Unidos comparables a las transacciones cubiertas por dichas garantías y que dichas sumas en soles peruanos serán libremente disponibles por el Gobierno de los Estados Unidos de América para gastos administrativos.

A la recepción de esta nota, tal como lo señala Vuestra Excelencia en la nota a que doy respuesta, queda constituido un Acuerdo entre nuestros dos Gobiernos sobre la materia, con vigencia a la fecha ut supra.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia, las seguridades de mi más alta y distinguida consideración.

D. F. AGUILAR

Al Excelentísimo Señor HAROLD H. TITTMANN,
*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.*
Ciudad.

Translation

MINISTRY OF FOREIGN AFFAIRS

NUMBER (D): 6-3/19

LIMA, March 16, 1955

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 284 of the 14th of this month, in which you refer to the conversations which have recently taken place between representatives of our two Governments regarding a draft agreement on guaranties against the inconvertibility of receipts from investments authorized by Section 413b (4) (B) (i) of the Mutual Security Act of 1954.

The said draft agreement has been approved by the Government of Peru; consequently, the definitive text of the agreement is worded as follows:

1. The Governments of Peru and the United States will, upon the request of either of them, consult respecting the guaranty program authorized under the aforesaid Section 413b (4) (B) (i).

2. The Government of the United States agrees that it will issue no guaranty with regard to any project unless it is approved by the Government of Peru.

3. With respect to the guaranties extended to projects that have been approved by the Government of Peru in accordance with the provisions of the aforesaid Section 413b (4) (B) (i), the Government of Peru agrees to the following:

a. If the Government of the United States makes a payment in United States dollars to any person under any guaranty, the Government of Peru will recognize the transfer to the United States of America of any right, title, or interest of such person in the assets, currency, credits, or other property on account of which such payment was made, and the subrogation to the United States of America of any claim or cause of action, or right of such person arising in connection therewith. Nothing in this agreement shall grant the Government of the United States greater

rights than those available to such person with respect to any petition or claim or right to which the Government of the United States may be subrogated.

b. That amounts in Peruvian soles acquired by the Government of the United States of America pursuant to such guarantees shall be accorded treatment no less favorable than that accorded to private funds deriving from transactions of United States nationals which are comparable to the transactions covered by such guarantees, and that such amounts in Peruvian soles will be freely available to the Government of the United States of America for administrative expenditures.

As Your Excellency indicates in the note to which I am replying, upon receipt of this note an agreement between our two Governments on this matter will be constituted, to enter into force on the date indicated above.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

D. F. AGUILAR

His Excellency

HAROLD H. TITTMANN,

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

TURKEY

EXCHANGE OF COMMODITIES AND SALE OF GRAIN

*Agreement supplementing the agreement of
November 15, 1954;*

*Signed at Washington April 28, 1955;
Entered into force April 28, 1955.*

TIAS 3204
Apr. 28, 1955

Supplemental Agreement Between the Governments of the United States of America and the Turkish Republic for the Exchange of Commodities and the Sale of Grain

In recognition of the requests of the Government of the Turkish Republic for procurement of United States Greasy Wool and Cottonseed Oil and pursuant to the provisions of Part II of the Agreement Between the Governments of the United States of America and the Turkish Republic for the Exchange of Commodities and the Sale of Grain, signed at Washington on November 15, 1954; and of Article IV of the Annex thereto, the Governments of the United States of America and the Turkish Republic have agreed that the following additional undertakings shall become a part of that Agreement:

TIAS 3179, 3205.
Ante, p. 455; *post*,
p. 688.

I. Exchange of Greasy Wool for Turkish Chrome.

1. The Commodity Credit Corporation of the United States Department of Agriculture, acting under authority contained in Section 303 of United States Public Law 480, Eighty-third Congress, will undertake to arrange for the prompt exchange of approximately 9,000 metric tons of greasy wool for hard lumpy metallurgical grade chrome ore and hard lumpy metallurgical grade manganese ore of Turkish origin.

Quantity of wool.

68 Stat. 459.
7 U.S.C. § 1692.

The Commodity Credit Corporation will utilize private United States trade channels in effecting this exchange of United States wool for acceptable Turkish chrome and manganese ores at prices acceptable to the Commodity Credit Corporation.

Trade channels.

The Government of the Turkish Republic will undertake to facilitate the exportation of chrome and manganese ores, meeting United States Stockpile Specifications (No. P-11R, dated January 10, 1955, for chrome ore and Table I of No. P-30-R, dated June 29, 1950, for manganese ore) under appropriate exchange contracts running for a period of approximately two years from the respective dates of execution of such contracts by the Commodity Credit Corporation and private United States firms. The United States firms will be credited the dollar value of all wool shipped with the Central Bank of the Republic of Turkey, and will use these credits for payment for chrome and manganese ores exported against such wool.

If for any reason beyond the control of the United States firms involved, the chrome and manganese ores, or any part thereof, which are to be delivered against the approximately 9,000 metric tons of wool, have not been shipped pursuant to the above-mentioned exchange contracts, the Turkish Government will provide for and accomplish prompt payment in the United States, in United States dollars, to such firms of any dollar amounts remaining to their credit at the expiration of the respective contract periods. The Turkish Government will include, or cause to be included, a clause to this effect in wool purchase contracts with the United States firms involved.

II. *Sales of Cottonseed Oil under Title I of United States Public Law 480.*

1. The United States Government undertakes to make available approximately \$4.3 million to finance the sale for Turkish lira of refined cottonseed oil in drums, including ocean transportation, under Title I of United States Public Law 480, Eighty-third Congress.
2. United States Department of Agriculture forms, procedures and regulations will govern the sales of cottonseed oil.
3. Issuance and acceptance of supplemental agreements and deposits, and withdrawals and use of Turkish lira will be governed by the Annex to the Agreement of November 15, 1954, as amended.

III. Uses of Lira.

ARTICLE II, Paragraph 1, of the Annex of the Agreement of November 15, 1954, is amended to read as follows:

“1. The two Governments agree that the Turkish lira accruing to the Government of the United States of America as a consequence of sales under Title I, of Public Law 480 made pursuant to Parts I and II of the Agreement of November 15, 1954, and pursuant to the supplemental Agreement of April 28, 1955, will be used by the Government of the United States of America for the following purposes in the percentages shown:

- “(i) For payment of United States expenses in Turkey, including International Educational Exchange activities, agricultural market development and expenses of other United States agencies in Turkey in accordance with subsections (a), (f) and (h) of Section 104 of Public Law 480: 50 percent of the lira equivalent of the dollar cost of all Title I commodities.
- “(ii) For loans to promote multilateral trade and economic development, made through established banking facilities of Turkey or in any other manner which the President of the United States of America may deem to be appropriate (strategic materials, services, or foreign currencies may be accepted in payment of such loans): 50 percent of the Turkish lira equivalent of the dollar cost of all Title I commodities.

*Percentages in uses
of lira.*

IV. Deposits and Withdrawals of Lira.

ARTICLE II of the Annex of the Agreement of November 15, 1954 is further amended by adding a new paragraph 3, as follows:

“3. Deposits and withdrawals of Turkish lira.

- “a. The amount of Turkish lira which has been and is to be deposited to the account of the United States in the Central Bank of the Republic of Turkey for the sale of agricultural commodities under Title I of Public Law 480 shall be the equivalent of the dollar sales value of the commodities reimbursed or financed by the Government of the United States

converted into lira at the rate of exchange, on the dates of dollar disbursement by the United States, generally applicable to import transactions (excluding imports granted a preferential rate).

“b. With respect to the Turkish lira deposited to the account of the United States in connection with Title I of Public Law 480 sales, the following procedures shall apply:

“(i) Turkish lira in the account or to be deposited in this account shall, at the same rate of exchange at which they were deposited, be converted and transferred to a special dollar denominated account to the credit of the United States Government in the Central Bank of the Republic of Turkey.

“(ii) Drawings on such special account by the United States for the uses specified in Paragraph 1 (i) of this Article, as amended, shall be paid by the Central Bank of the Republic of Turkey in Turkish lira at the highest effective rate in terms of the number of lira per dollar exchange applicable to imports on the date of payment.

“(iii) Drawings on such special account for the loan uses specified in Paragraph 1 (ii) of this Article, as amended, shall be accomplished by transferring from such special account to the account of the Government of the Republic of Turkey the equivalent of the Turkish lira to be loaned.”

V. Use of Commodities.

The Government of the Turkish Republic agrees that the agricultural commodities involved in the Agreement, as amended, are necessary and will be used for domestic consumption and will not be exported in any form.

VI. Consultation.

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Supplemental Agreement or to the operations carried out pursuant to this Supplemental Agreement.

VII. *Entry into Force.*

This Supplemental Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives duly authorized for the purpose, have signed the present Supplemental Agreement.

DONE at Washington this twenty-eighth day of April, 1955.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

GEO. V. ALLEN

FOR THE GOVERNMENT OF THE TURKISH REPUBLIC:

MELIH ESENBEL

TURKEY

EXCHANGE OF COMMODITIES AND SALE OF GRAIN

TIAS 3205
Apr. 28, 1955
Post, p. 3886.

*Understanding relating to part II of the
agreement of November 15, 1954;
Effectuated by exchange of notes
Signed at Washington April 28, 1955;
Entered into force April 28, 1955.*

The Secretary of State to the Turkish Ambassador

DEPARTMENT OF STATE
WASHINGTON
April 28, 1955

EXCELLENCY:

I have the honor to refer to conversations between representatives of our two Governments concerning the Agreement of November 15, 1954, Between the Governments of the United States of America and the Turkish Republic for the Exchange of Commodities and the Sale of Grain, which have led to a supplemental agreement thereto for the additional procurement of greasy wool and cottonseed oil and to related financial and other arrangements. I have the honor also to confirm further understandings reached as a result of these conversations as follows:

Wheat and feed grain.

Durum wheat.

1. It having been mutually determined by the two Governments that the emergency needs of Turkey cannot otherwise be met, the United States Government undertakes to make available approximately 100,000 tons of wheat and approximately 75,000 tons of feed grains as provided for in Part II of the Agreement of November 15, 1954.

2. With respect to the undertaking by the Government of the Turkish Republic regarding grain exports prior to July 1, 1955, it is further agreed that the Government of the Turkish Republic may permit the export of up to 75,000 tons of low grade durum

wheat to Italy, with the understanding that until July 1, 1955 there will not be a reduction, in Turkey, below 30 percent in the ratio of durum to other wheat now used in the manufacture of bread flour.

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

For the Secretary of State:
GEO. V. ALLEN

His Excellency

FERIDUN C. ERKIN,
Ambassador of the Turkish Republic.

The Turkish Ambassador to the Secretary of State

TURKISH EMBASSY
WASHINGTON, D.C.

APRIL 28, 1955

MY DEAR MR. SECRETARY,

I have the honor to acknowledge receipt of your note, dated April 28, 1955, reading as follows:

"I have the honor to refer to conversations between representatives of our two Governments concerning the Agreement of November 15, 1954, between the Governments of the United States of America and the Turkish Republic for the Exchange of Commodities and the Sale of Grain, which have led to a supplemental agreement thereto for the additional procurement of greasy wool and cottonseed oil and to related financial and other arrangements. I have the honor also to confirm further understandings reached as a result of these conversations as follows:

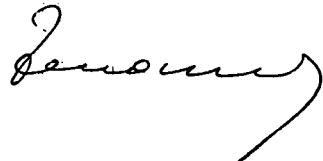
"1. It having been mutually determined by the two Governments that the emergency needs of Turkey cannot otherwise be met, the United States Government undertakes to make available approximately 100,000 tons of wheat and approximately 75,000 tons of feed grains as provided for in Part II of the Agreement of November 15, 1954.

"2. With respect to the undertaking by the Government of the Turkish Republic regarding grain exports prior to July 1, 1955, it is further agreed that the Government of the Turkish Republic may permit the export of up to 75,000 tons of low grade durum wheat to Italy, with the understanding that until July 1, 1955, there will not be a reduction in Turkey below 30 percent in the

ratio of durum to other wheat now used in the manufacture of bread flour."

On behalf of the Government of the Turkish Republic, I have the honor to confirm the understandings set forth in the above note.

Accept, my dear Mr. Secretary, the renewed assurances of my highest consideration.



[¹]

The Honorable
JOHN FOSTER DULLES
The Secretary of State
The Department of State
Washington, D. C.

¹ Feridun C. Erkin.

EGYPT

ECONOMIC COOPERATION

Informational Media Guaranty Program

*Agreement effected by exchange of notes
Signed at Washington March 3 and 7, 1955;
Entered into force March 7, 1955.*

TIAS 3206
Mar. 3, 7, 1955

The Acting Secretary of State to the Egyptian Ambassador

DEPARTMENT OF STATE
WASHINGTON
March 3 1955

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to an Informational Media Guaranty Program pursuant to Section 1011 of the United States Information and Educational Exchange Act of 1948, as amended. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

68 Stat. 862.
22 U. S. C. § 1442.

The Governments of Egypt and the United States of America will, upon request of either of them, consult regarding exports of informational media to Egypt proposed by nationals of the United States of America for the Egyptian Government or for Egyptian nationals or residents with regard to which guaranties under Section 1011 of the United States Information and Educational Exchange Act of 1948, as amended, have been made or are under consideration.

With respect to such guaranties, covering imports approved by the Government of Egypt in accordance with the terms of the aforementioned section, the Government of Egypt agrees that Egyptian currency acquired by the United States Government pursuant to such guaranties will be freely expendable by the United States Government for educational, scientific, and cultural

purposes as may hereafter be agreed upon by the United States Government and the Government of Egypt.

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

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

For the Acting Secretary of State:

GEO V. ALLEN

His Excellency

Dr. AHMED HUSSEIN,
Ambassador of Egypt.

The Egyptian Ambassador to the Secretary of State

EMBASSY OF EGYPT
WASHINGTON, D. C.

No. 157

MARCH 7, 1955

SIR:

I have the honour to confirm the receipt of your letter of March 3, 1955 which reads as follows:

"I have the honour to refer to conversations which have recently taken place between representatives of our two Governments relating to an Informational Media Guaranty Program pursuant to Section 1011 of the United States Information and Educational Exchange Act of 1948, as amended. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

"The Governments of Egypt and the United States of America will, upon request of either of them, consult regarding exports of informational media to Egypt proposed by nationals of the United States of America for the Egyptian Government or for Egyptian nationals or residents with regard to which guaranties under Section 1011 of the United States Information and Educational Exchange Act of 1948, as amended, have been made or are under consideration.

"With respect to such guaranties, covering imports approved by the Government of Egypt in accordance with the terms of the aforementioned section, the Government of Egypt agrees that Egyptian currency acquired by the United States Government pursuant to such guaranties will be freely expendable by the United States Government for educational, scientific, and cultural purposes as may hereafter be agreed upon by the United States Government and the Government of Egypt.

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

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

and to state, on behalf of the Government of Egypt, that the understandings between your Government and mine as stated in your above-quoted letter are correct and are hereby confirmed.

Accept, Sir, the assurances of my highest consideration.

AHMED HUSSEIN.

Ahmed Hussein
Ambassador of Egypt

The Honourable
JOHN FOSTER DULLES
Secretary of State
Washington, D. C.

IRAN

United States Military Mission With the Imperial Iranian Gendarmerie

TIAS 3207
Mar. 15, 1955 *Agreement extending the agreement of November 27,
1943, as amended and extended.*

*Effectuated by exchange of notes
Signed at Tehran March 15 and 19, 1955;
Entered into force March 19, 1955.*

*The Iranian Minister of Foreign Affairs to the American
Chargé d'Affaires ad interim*



وزارت امور خارجه

داره مهندس و امور حقوقی
نماره ۴/۸۹۱۹
تاریخ ۳۱/۱۲/۱۳۴۳
پوست

جناب آفای کاردار

پیغونامه شماره ۱۳۲۲ مورخ ۱۱ نوامبر ۱۹۴۳ احتراماً با استحضار آنچه این
میراثند که دولت شاهنشاهی پیشنهاد نینماید موافقنامه صریط به هیئت مستشاران نظامی
آمریکائی در زاند از مری ایران مورخ ۲۷ نوامبر ۱۹۴۳ برای مدت سه کسال دیگر از تاریخ ۱۱ اسفند ماه
۱۳۲۲ (۲۰ مارس ۱۹۴۵) تمدید گردید.
دولت امتناع این ایران مفاد این نامه را باعث جنابهای را بمنوان تجدید موافقنامه فوی الذکر
تلخ خواهد نمود.

موقع را برای تجدید احترامات فانه مفتخر می‌نمایم

عبدالله انتظام وزیر امور خارجه

جناب آفای کاردار
کاردار سفارتکاری کشورهای متحد آمریکا
تهران

Translation

MINISTRY OF FOREIGN AFFAIRS

Office: Legal Affairs and Treaties
 Number: 8919
 Date: Esfand 24, 1333

(MARCH 15, 1955)

EXCELLENCY:

With reference to letter No. 482, dated Farvardin 29, 1333 (April 18, 1954), I have the honor to inform Your Excellency that the Imperial Government proposes that the Agreement regarding the United States Military Advisory Mission with the Iranian Gendarmerie, dated November 27, 1943, be extended for a further period of one year as from Esfand 29, 1333 (March 20, 1955).

EAS 361.
 57 Stat. 1262.

The Imperial Iranian Government will consider the text of this letter and Your Excellency's reply thereto as renewal of the aforementioned Agreement.

I avail myself of the opportunity to renew to Your Excellency the assurances of my high consideration.

ABDOLLAH ENTEZAM

Abdollah Entezam
Minister of Foreign Affairs

His Excellency

WILLIAM ROUNTREE,

*Charge d'Affaires ad interim of the Embassy
 of the United States of America,
 Tehran.*

*The American Charge d'Affaires ad interim to the Iranian Minister
 of Foreign Affairs*

AMERICAN EMBASSY,
 Tehran, Iran, March 19, 1955.

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's letter No. 8919, dated March 15, 1955, a translation into English from its Persian text stating as follows:

"With reference to letter No. 482, dated Farvardin 29, 1333, I have the honor to inform Your Excellency that the Imperial Government proposes that the Agreement regarding the United

States Military Advisory Mission with the Iranian Gendarmerie, dated November 27, 1943, be extended for a further period of one year as from Esfand 29, 1333 (March 20, 1955).

"The Imperial Iranian Government will consider the text of this letter and Your Excellency's reply thereto as renewal of the aforementioned Agreement.

"I avail myself of the opportunity to renew to Your Excellency the assurances of my high consideration."

I am authorized to inform Your Excellency that the Government of the United States of America is agreeable to the extension of the Agreement as described in Your Excellency's letter and considers that letter, together with this reply, as constituting extension of the Agreement.

Accept, Excellency, the assurances of my highest consideration.

WILLIAM M. ROUNTREE

His Excellency

ABDOLLAH ENTEZAM,
Minister of Foreign Affairs,
Tehran.

PERU

Cooperative Agricultural Program

*Agreement extending the agreement of September 15
and 21, 1950.*

TIAS 3208
Feb. 23 and
Mar. 9, 1955

Effectuated by exchange of notes

*Signed at Lima February 23 and March 9, 1955;
Entered into force March 10, 1955.*

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

EMBASSY OF THE UNITED STATES
OF AMERICA, LIMA,
February 23, 1955.

No. 258

EXCELLENCY:

I have the honor to refer to the recent conversations between representatives of our two Governments concerning the desirability of extending beyond the present termination date of June 30, 1955, the cooperative program in agriculture being conducted by our two Governments. In order to provide for such an extension, I am authorized by my Government to propose that the agreement between our two Governments providing for the cooperative agriculture program effected by an exchange of notes signed at Lima September 15, 1950, and September 21, 1950, be extended through June 30, 1960; provided, that the obligations of the two parties with respect to this program after June 30, 1955, shall be subject to the availability of funds. The above-mentioned agreement may be terminated at any time by either party giving the other 30 days written notice of intention to terminate. It is understood that the two parties may make financial contributions to the cooperative agriculture program pursuant to arrangements entered into by the Director of the United States Operations Mission to Peru and the Minister of Agriculture of Peru, or their designees, or by any successor officials or other authorized representatives of the two parties.

TIAS 2161.
1 UST 820.

If this proposal is acceptable to your Excellency's Government, my Government would appreciate receiving a reply to that effect

at an early date in order that the operational terms for the extension may be worked out and agreed upon. My Government will consider this note and your reply concurring therein as constituting an agreement which shall enter into force on the date of signature of an operational extension agreement [¹] as referred to in the preceding sentence.

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

HAROLD H. TITTMANN

His Excellency

Dr. DAVID AGUILAR CORNEJO,
Minister of Foreign Affairs, Lima.

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

MINISTERIO DE RELACIONES EXTERIORES

NUMERO (D): 6-3/16

LIMA, 9 de Marzo de 1955.

SEÑOR EMBAJADOR:

Tengo a honra remitir a Vuestra Excelencia con referencia a su atenta nota nº 258, de 23 de febrero último, copia del oficio dirigido a este Despacho por el señor Ministro de Agricultura, en el que expresa su conformidad para la prórroga hasta el 30 de junio de 1960 del Convenio sobre Programa Cooperativo de Agricultura entre el Perú y los Estados Unidos de América.

Aprovecho la oportunidad para reiterarle, Señor Embajador, las seguridades de mi más alta y distinguida consideración.

D. F. AGUILAR

Al Excelentísimo señor don HAROLD H. TITTMANN,
*Embajador Extraordinario y Plenipotenciario de
los Estados Unidos de América.*
Ciudad.

* Mar. 10, 1955.

C O P I A

MINISTERIO DE AGRICULTURA

LIMA, 8 de marzo de 1955.

Of. N° 49-SGA

SEÑOR MINISTRO DE ESTADO EN EL
DESPACHO DE RELACIONES EXTERIORES.
Presente.-

Tengo el agrado de acusar recibo de su atenta comunicación N° (D) 2-9/36, de 1º del actual, así como de la copia del texto inglés y de la traducción castellana de la nota de la Embajada de los Estados Unidos de Norte América en Lima, N° 258, de 23 de febrero último, referente a la prórroga hasta el 30 de junio de 1960, del convenio sobre programa cooperativo de Agricultura entre el Perú y los Estados Unidos de Norte América.

En respuesta, me es grato manifestarle la conformidad de mi Despacho, con los términos de la Nota de la Embajada de los Estados Unidos de Norte América, lo que cumple con dar a conocer a usted para los fines del caso.-

Aprovecho la oportunidad, para reiterar a usted, el testimonio de mi mayor consideración.

[SEAL] Fdo. JAIME MIRANDA SOUSA.
Ministro de Agricultura.

Translation

MINISTRY OF FOREIGN AFFAIRS

Number (D): 6-3/16

LIMA, March 9, 1955.

MR. AMBASSADOR:

I have the honor to transmit to Your Excellency, with reference to your courteous note No. 258 of February 23, 1955, a copy of the communication sent to this office by the Minister of Agriculture, expressing his agreement to the extension to June 30, 1960, of the Cooperative Agricultural Program Agreement between Peru and the United States of America.

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

D. F. AGUILAR

His Excellency

HAROLD H. TITTMANN,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

C O P Y

MINISTRY OF AGRICULTURE

LIMA, March 8, 1955.

Of. No. 49-SGA

THE MINISTER OF STATE IN THE
OFFICE OF FOREIGN AFFAIRS.
City.

I take pleasure in acknowledging the receipt of your courteous communication No. (D) 2-9/36 of March 1, as well as the copy of the English text and Spanish translation of note No. 258 of the Embassy of the United States of America in Lima, dated February 23, 1955, regarding the extension to June 30, 1960, of the Cooperative Agricultural Program Agreement between Peru and the United States of America.

In reply, I take pleasure in informing you of the agreement of my Ministry to the terms of the note from the United States Embassy, which I am to make known to you for all pertinent purposes.

I avail myself of the opportunity to renew to you the assurance of my highest consideration.

[SEAL] Signed: JAIME MIRANDA SOUSA
Minister of Agriculture

IRAQ

Technical Cooperation: Community Welfare Program

*Agreement signed at Baghdad March 2, 1955;
Entered into force March 2, 1955.*

TIAS 3209
Mar. 2, 1955

Subsidiary Agreement For a Cooperative
Program of Community Welfare
Between the Government of
The United States of America
And
The Government of Iraq

اتفاق تروي لنهج تعاوني
للتربيه الاجتماعي
بين حكومة الولايات المتحدة الامريكية
والحكومة العراقيه

The Government of the United States
of America and the Government of Iraq
have agreed as follows:-

في الاتفاق بين حكومة
الولايات المتحدة الامريكية والحكومة
العراقيه على ما يلى :

Article I - The Operating Agencies

Pursuant to the General Agreement
for Technical Cooperation, as amended bet-
ween the Government of the United States
of America and the Government of Iraq signed
at Baghdad on April 10, 1951, becoming ef-
fective on June 2, 1951, a Cooperative
Program of Community Welfare shall be ini-
tiated in Iraq. The two governments,
through agencies which each shall designate,
shall cooperate in all phases of the plan-
ning and administration of the cooperative
program. This Agreement and all activi-
ties carried out pursuant to it shall be
governed by the provisions of the said
General Agreement for Technical Coopera-
tion as amended.

استنادا الى اتفاق عام
المعدل للتعاون التقني بين حكومة
العراق وحكومة الولايات المتحدة
الامريكية الموقع عليه في ١٠ نيسان
١٩٥١ والثانية في ٢ حزيران
١٩٥١ ينشأ منهج تعاوني
للتربيه الاجتماعي في العراق.
ان الحكومتين ستتعاونان عن طريق
وكالات تعيينها كل واحدة منها
في كل مرحلة تحييم النهج
التعاوني وادارته . وتسرى على
هذا الانساني ويجري الاعمال التي
تتم بوجوب ^٤ تصوّم الانسان
العام المعدل للتعاون
الذى أكمل الذكر .

TIAS 2413, 2638.
3 UST 541, 4748.

Article II - Objectives

The objectives of this Cooperative Program of Community Welfare are:-

1. To promote and strengthen understanding and good will between the peoples of the United States of America and Iraq and to further secure growth of democratic ways of life; ١ - إنما التفاهم وحسن النية وتحقيقها بين شعوب الولايات المتحدة الأمريكية والشعب العراقي بتوسيع خصائص تقدم طرق الحياة الديمقراطية .
2. To facilitate the development of community welfare in Iraq through cooperative action on the part of the two governments; and ٢ - تسهيل تنمية خدمات التربية الاجتماعية لسي المراقي من طريق العمل التعاوني من جانب الحكومتين .
3. To stimulate and increase the interchange between the two countries of knowledge, skills, and techniques in the field of community welfare. ٣ - تحفيز تبادل الخبرة والمهارات والذكاء في حقل التربية الاجتماعية وزيارته من قبل المسؤولين في الطرفين .

Article III - Technical Group

The designated agency of the Government of the United States of America will make available a group of technicians and specialists to collaborate in carrying out the activities that may be provided for in this Agreement. The technicians and specialists thus made available will constitute the technical group, which shall bear such title as the Government of the United States of America may designate, and be headed by a director. The director and

المادة الثالثة - الاهداف

ان أهداف التفاوض التعاوني للتنمية الاجتماعية هي :

- ١ - إنما التفاهم وحسن النية وتحقيقها بين شعوب الولايات المتحدة الأمريكية والشعب العراقي بتوسيع خصائص تقدم طرق الحياة الديمقراطية .
- ٢ - تسهيل تنمية خدمات التربية الاجتماعية لسي المراقي من قبل المسؤولين في طريق العمل التعاوني من جانب الحكومتين .
- ٣ - تحفيز تبادل الخبرة والمهارات والذكاء في حقل التربية الاجتماعية وزيارته من قبل المسؤولين في الطرفين .

المادة الثالثة - فرقة التقنيين

تقديم الوكالة التي تعينها حكومة الولايات المتحدة الأمريكية خدمة لفريق من التقنيين والخبراء من الشركات التي تتولى تنفيذ الاموال التي يحصل عليها من هذا الاتصال ويولى التقنيون والخبراء من الهيئة خدمتهم للمشروع بحكم ما تقدمه الฝارق التي تتولى سير العمل المنوط بها حكومة الولايات المتحدة

other members of the technical group will be selected by the Government of the United States of America but shall be acceptable to the Government of Iraq.

الامريكية برأسيه مدبر . وستنتخب
المدبر وغيره من أعضاء
اللاري التقني حكمة الولايات المتحدة الامريكية
على أن يكون موافقاً لحكومة العراقية .

Article IV - Fields of Activity

This Cooperative Program of Community Welfare will include, to the extent that the parties from time to time agree thereon, operations of the following types:

1. Studies of the needs of Iraq in the field of community welfare and the resources which are available to meet these needs;
2. The formulation and continuous adaptation of a program to help meet such needs;
3. The initiation and administration of projects in village life improvement; home economics; home and shelter improvement; and such other projects in community welfare and related fields as the parties may agree upon;
4. Related training activities, both within and outside of Iraq.

المادة الرابعة - حقول الفعاليات

يتضمن هذه النهاية
التعاوني للتربية والاجتماعي -
الى المسند الى الذي
ينتسب عليه الطرسان من وقت اخر - عمليات
من الانسواح التالية :

- ١ - دراسة حاجات العراق في
مجال التربية والاجتماعي
والمساند المتوفدة لمجاهده
منذ الحاجات .
- ٢ - وضع برنامج لسد مثل
هذه الحاجات واستمرار
تطبيقاته .
- ٣ - وضع وادارة المشاريع لتحسين
حياد القرية والاتساع
المنزلي وتحسنه المنزل والمساوى
الى فرضها من الشابائع للتربية
من المجتمع والبلاد من الأخرى
التي ينتسب عليها الطرسان .
- ٤ - أعمال تدريبية ذات علاقة
بالموضوع في داخل العراق وخارجها .

Article V - The Cooperative Service

There is hereby established within the Ministry of Social Affairs of the Government of Iraq (hereinafter referred to as the "Ministry") an administrative entity to be known as the Iraqi-American Cooperative Community Welfare Service, (hereinafter referred to as the "Service"), which shall be responsible, under the supervision of the Minister of Social Affairs, (hereinafter referred to as the "Minister"), for administering the Cooperative Program of Community Welfare in accordance with the provisions of this Agreement. The Minister and the director of the designated agency of the Government of the United States of America shall each designate one person to serve as Co-Director of the Service, provided that the Minister may designate himself to serve in this capacity if he so chooses. Members of the technical group may become officers or employees of the Service under such arrangements as may be agreed upon by the Co-Directors.

Article VI - Joint Contributions

The parties shall contribute and make available, to the extent provided

المادة الخامسة - مصلحة التعاون

تأسس بوجب هذا الاتفاق
هيئات ادارية تسمى وزارة
الشؤون الاجتماعية لحكومة
العراق (التي يشار
 اليها فيما يلي " بالوزارة ") تدعى
مصلحة التعاون العراقي -
الأمريكي للتنمية الاجتماعية
(يشعار اليها فيما يلي
بـ "المصلحة ") وتكون مسؤولة
تحت اشراف وزير الشؤون
الاجتماعية (الذي يشار اليه
فيما يلي بـ " الوزير ") من
ادارة التمثيل التأميني للتنمية
الاجتماعية وفقاً لنصوص هذا
الاتفاق . ويعين كل من
الوزير وديبلوماسي الوكالة المعينة
من قبل حكومة الولايات
ال المتحدة الأمريكية شخصاً
يكون مدبراً مشاركاً للمصلحة بشرط
أن يكون للوزير الحق في تعيين نفسه
إذا شاء ذلك . يجوز أن يكون أعضاء
الفريق الفني ضباطاً في المصلحة
او مستخدمين فيها وفقاً للترتيبات
التي يتفق عليها المديران المشاركان .

المادة السادسة - المساعدة المشتركة

يساهم الطرفان بجهود نسبي
حدود ما هو وارد أدناه معاً

below, funds for use in carrying out the program during the period covered by this Agreement, in accordance with the following schedules:

1. The Government of the United States of America shall pay the salaries and other expenses of the members of the technical group, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this cooperative program. These funds shall be expended by the Government of the United States of America and shall not be deposited to the credit of the Service.
2. In addition, for the period from the date of entry into force of this Agreement through June 30, 1955, the Government of the United States of America shall contribute to the Service the sum of \$30,000. This sum is in addition to the sum of \$100,000.00 contributed by the Government of the United States of America in the fiscal year 1954 for the contract with the International Voluntary Services Incorporated for the Village Improvement Project. The parties agree that this

تستعمل في تطبيق هذا
البرنامج خلال مدة
هذا الائتلاف ولبيانات
التالية :

- ١ - تدفع حكومة الولايات المتحدة رواتب أعضاء
الذين في التقني وتقديرهم
الأمريكي مسلاوة على
النفقات الأدارية التي
تمتد تزامناً مع
جراحتي أيامها
البرنامج التأسيسي .
تصدر حكومة
الولايات المتحدة
الأمريكية منه البالغ
ولا تودعه في حساب
المصلحة .
- ٢ - بالإضافة إلى ما تقدم
لسان حكومة الولايات المتحدة
الأمريكية مساهمة من تاريخ
تطبيقه منه الا نقابة لغاية
٣٠ يونيو سنة ١٩٥٥ التي هي
الصلحة بمبلغ قدره ٣٠٠٠٠ دolar .
وأن هذا المبلغ هو
بالإضافة إلى البالغ ١٠٠,٠٠٠ دolar
الذى ساهمت به حكومة
الولايات المتحدة الأمريكية في
سنة ١٩٤٤ المالية بالتعاون
مع مؤسسة الخدمات الاغترابية
الدولية لمشروع تعميمين التي .

sum of \$30,000.00 shall be deposited to the credit of the Service in a single payment within thirty days after this agreement shall enter into force. The amount so deposited shall be considered to be contributed to the Service at the time of such deposit.

وقد أتفق الجانبان الشعدين على ابداع هذا المبلغ البالغ ٣٠,٠٠٠ دولار لحساب المصلحة بذقة واحدة خلال ثلاثة يومن من تنفيذ هذا الاتفاق . ان المبلغ المسودع على هذا النحو يعتبر مساهمة في المصلحة وقت الابداع .

3. The Ministry, for the period from the date of entry into force of this Agreement through June 30, 1955, shall deposit to the credit of the Service a sum not to exceed ID. 25,000. within the limits of the allocation made in the budget of the Ministry of Social Affairs. This sum shall be deposited to the credit of the Service in a single payment within thirty days after this Agreement shall enter into force.

٢ - تسودع الوزارة من تاريخ تنفيذ هذا الاتفاق الى تاريخ ٣٠ حزيران ١٩٥٥ لحساب المصلحة بذقة لا يتجاوز (٢٥,٠٠٠) دينار خمسن Hundod ما هو مرصد في ميزانية وزارة الشؤون الاجتماعية لهذا الفتره . وتسودع هذا المبلغ بذقة واحدة خلال ثلاثة يومن من تنفيذ هذا الاتفاق .

4. The parties may later arrange in writing the amount of funds that each will contribute each year for use in carrying out the program during the period from June 30, 1955, through December 31, 1960, within the limits of such allocations in the budgets.

٤ - للطرفين ان يتفقا تجربيا على المبالغ التي يساهم بها كل منهما في كل سنة لاستعمالها في تنفيذ البرنامج خلال المدة من ٣٠ حزيران ١٩٥٥ الى ٣١ كانون الاول ١٩٦٠ خمسن Hundod ما هو مرصد في الميزانيات .

5. The funds contributed pursuant to paragraphs 2, 3, and 4 of this Article

٥ - تخضع المبالغ المساهم بها بالتفصيلات ٢ و ٣ و ٤ من هذه

- VI shall be available for the procurement of supplies, materials and equipment, for obtaining additional technicians and other personal services by employment or contract, and for any other needs of the program.
6. The monies deposited to the credit of the Service may be maintained in such bank or banks as the Co-Directors shall agree upon, and shall be available only for the purposes of this Agreement. No monies shall be withdrawn from funds of the Service for any purpose except by issuance of a check or other suitable withdrawal document signed by both Co-Directors of the Service. The Co-Directors shall include in the deposit agreement to be made with any bank a provision that the bank shall be obligated to repay to the Service any monies which it shall pay out from the funds of the Service on the basis of any document other than a check or other withdrawal document that has been signed by the two Co-Directors.
- Article VII - Additional Contributions
1. The projects to be undertaken under this Agreement may include cooperation
- المساـدة لفـترة التجهـيزات والـمواد والمـدات ولـتـقـيـر خـدمـات تـقـيـن اـضاـئـيـن وـخـدمـات أـعـمـان آـخـرـين يـمـلـون مـعـ طـرـيق الـاستـخدـام أوـالـتـماـقـدـ وـلـسـدـ الـحـاجـات الـأـخـرـى لـلـشـرـع .
- ٦ - توسيع المبالغ المودعة
لـمـسـابـ المـسـلـدـة لـفـترة
مـصـرـفـ أوـمـدـة مـسـارـفـ
بـوـالـقـيـ مـلـيـبـهـا الدـيـرـانـ
الـمـشـارـكـانـ وـمـصـرـفـ تـكـونـ
مـذـهـةـ الـمـيـالـدـ خـاصـةـ
لـافـرـانـ مـذـاـلـنـاـنـ
لـفـطـ . وـلاـ بـجـوزـ سـحبـ
شـيـ مـهـبـاـ لـأـيـ فـرـفـ
كـانـ إـلـاـ بـأـصـدـارـ صـكـ
أـوـ اـذـنـ بـالـصـرـفـ بـوقـتـ
كـلـ مـنـ الـدـيـرـينـ الشـارـكـينـ
لـلـصلـاحـةـ . وـجـبـ أـنـ يـتـضـمـ
أـلـفـانـ الـبـداـعـ مـعـ أـيـ
مـصـرـفـ نـعـ يـتـشـيـ بـأـنـ يـكـونـ
الـمـصـرـفـ مـلـزـمـاـ بـأـسـادـ الـمـيـالـدـ
الـتـيـ يـدـنـعـهـاـ بـنـيـ
صـكـ أـوـ اـذـنـ بـالـصـرـفـ
مـوـقـعـ مـنـ الـدـيـرـينـ
الـمـشـارـكـانـ الـهـبـهـاـ .
- ١ - بـجـوزـ انـ تـشـمـلـ الـمـشـارـعـ
الـتـيـ تـنـتـنـ وـقـاـلـهـاـ الـلـنـاـنـ

- with various organizations in accordance with paragraph 2 of Article I of the General Agreement.
2. The Ministry, and other agencies of the Government of Iraq, in addition to the cash contribution provided for in paragraph 3 of Article VI hereof, may at their own expense, pursuant to agreement between the Co-Directors:-
- Appoint specialists and other necessary personnel to collaborate with the technical group;
 - Make available such buildings, office space, office equipment and furnishings, and such other facilities, materials, equipment, supplies and services as they can provide for the said program; and
 - Make available the general assistance of other governmental agencies of the Government of Iraq for carrying out the cooperative program of Community Welfare.
- التعاون مع مختلف الهيئات حسبما ورد في الفقرة (٢) من المادة الأولى من الاتفاق العام .
- ٢ - للوزارة والدوائر المراتبة الأخرى بالاتفاق إلى الساهمة التالية من المقصوص عليها في الفقرة الثالثة من المادة السادسة أن تقوم بما يلي على نفقة الخاصة وقتاً لأنفاق الديرين الشاركين :
- تعيين الاختصاصيين والموظفين الذين يحتاج إلى خدماته للتعاون مع الفريق الذي .
 - توفير أبنية ومكاتب وتجهيزات وأثاث وأبابة تسهيلات أخرى للدائرة والمواد والمعدات والتجهيزات والخدمات التي تتكون من تقديمها للنهاية المذكور .
 - تزويير التسهيلات العامة من قبل دوائر الحكومة المراتبة لتنفيذ المشروع التأسيسي التربوي الاجتماعي .

Article VIII - Project Administration

1. The Cooperative Program of Community Welfare herein provided for shall consist of a series of projects to be jointly planned and administered by
- المادة الثامنة - إدارة المشروع
- ١ - يُولَّد النهاية التعاون للتنمية الاجتماعية التصهیون طبيعة في هذا الأثناء على ملائمة من المشاريع

- | | |
|---|---|
| <p>the Co-Directors, subject to the provisions of the General Agreement. Each project shall be embodied in a written project arrangement which shall be signed by the Co-Directors, shall define the work to be done, shall make allocations of funds therefore from monies available to the Service, and may contain such other matters as the parties may desire to include. The Co-Directors may enter into project arrangements with other ministries or agencies of the Government of Iraq, to provide for the administration of projects by such other agencies on behalf of the Service.</p> | <p>التي يضع تفاصيلها ويدبرها المديران المشاركان بالتعاون فيما بينهما ضمن احكام الاتفاق العام ويضمن كل مشروع ياتي من تحريره وتقديره على ان يذكر فيه العمل المتلقى عليه ويخلص التخصصات الالزامية التي تدفع من المبالغ المخصصة للصلحة { } وغير ذلك من الابور التي يربط الطرفان ادخالهما فيه . وللديرين المشاركان الاتفاق مع الوزارات ودوائر الحكومة المراتبة المختلفة لتقديم تلك الدوائر بادارة بعض هذه المشاريع بالنيابة عن الصلحة .</p> <p>١ -</p> <p>عند اتمام أي مشروع بمقدمة اساسية تحرر مذكرة يوسمها المديران المشاركان على ان تتضمن هذه المذكرة تفاصيل العمل الذي تم والا هدفه والى اين تحقيقها والتقدما التي صرفت والمشاكل التي اعترفت سبيل المشروع وتم حلها وغيرها ذلك من المعلومات الاساسية المتعلقة بالمشروع .</p> <p>٢ -</p> <p>يسنمان بالمدبرين المشاركان في اتفاق الاصحائين والفيسبعين</p> |
| <p>2. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data, and other basic information related to the project.</p> | <p>٣ -</p> <p>يسنمان بالمدبرين المشاركان في اتفاق الاصحائين والفيسبعين</p> |
| <p>3. The Co-Directors may help to select Iraqi specialists, technicians, and</p> | |

- other persons working in the field of community welfare for training outside Iraq.

وسامم من الماليين في حقل التربة الاجتماعي أشخاص من المرافقين للتدريب خارج العراق.

٤. The general policies and administrative procedures that are to govern the Cooperative Community Welfare Program, the carrying out of projects, and the operations of the Service, such as the disbursement of and accounting for funds, the incurrence of obligations of the Service, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Services and the terms and conditions of their employment, and all other administrative matters shall be determined by the Co-Directors.

يقرر المديرين المشاركين السياسة العامة والإجراءات الادارية التي تتبع في النسخة التعاوني للتنمية الاجتماعية وفي القيام بمشاريعه وإدارة المصلحة كمصرف البالغ واحتسابه وتحمّل التزامات المصلحة والقيام بشؤون المسودة واستعماله وأعداد قوائمه جرد همساً وضبطها والتصرّف بالاموال وتسيير خبراء المصلحة وغيرهم من موظفيها والاستفنان عنهم وتعيين شرطوط استخدامهم وسائل الآخرين الاو اداريين اخرين .

٥. All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be executed in the name of the Service and shall be signed or authorized by the two Co-Directors. The books and records of the Service relating to the cooperative program shall be open at all times for examination and inspection by authorized representatives of the Government of Iraq and

تجري القواعد واللوائح في المستندات المتعلقة بذلك المشاريع وفقاً لهذا النص باسم المصلحة وتوجه من الدلين الشاركين أو من يخولههم جميع المستندات واللوائح الأخرى وتتضمن كتب المصلحة وسجلاتها الخاصة بهذه المساج التالية في جميع الأوقات للفحص والتحقق من قبل الممثلين المخولين من

the Government of the United States of America. The Government of Iraq will further give full cooperation to such representatives, including the provision of facilities necessary for observation and survey of the carrying out of this Agreement, including the use of assistance furnished under it. If such examination discloses that funds have been expended or assets utilized contrary to the provisions of this Agreement or of any Project Arrangement executed hereunder, the Government of Iraq and the Government of the United States of America will agree on suitable action for a satisfactory correction of the exceptional situation, and the Government of Iraq will give its full cooperation, including the furnishing of facilities and persons, to prosecute such action to conclusion. The Co-Directors shall render an annual report of the activities of the Service to the two Governments, and other reports at such intervals as may be appropriate.

6. Any power conferred by this Agreement upon the Co-Directors may be delegated by either of them to any of his assistants, provided each such delega-

الحكومة العراقية وحكومة الولايات المتحدة الأمريكية بما لفظه السى ذلك تهدى الحكومة العراقية تعاونها الشام لا ذلك المتبرى ومن ذلك تولى تسيير التسهيلات الضرورة للحاجة ومراتبى تنفيذ هذا الانفاق ومتى الاستثناء من المساعدة المقدمة بهجتها . و اذا ثبت بعد الفحص ان البالغ أو المجرودات قد اتفقت أو قد تم الارتفاع بها على وجها يخالف توصيات هذا الانفاق أو أى انفاق آخر للمشروع فان كل من الحكومة العراقية وحكومة الولايات المتحدة الأمريكية توافق على اتخاذ الاجراءات المناسبة لإيجاد تصريح مرضي للحالات الاستثنائية وتهدى الى الحكومة العراقية تعاونها الشام بتوفيق التسهيلات وتقديم الاشخاص الذين يحتاج اليهم لمواصلة الاجراءات حتى مرحلة النهاية وعلى المديرين المشاركون تقديم تقرير سنوي عن نتائج اعمالهم الى الحكومة وأية تقارير اخرى ببيان تقديمها في فترات مناسبة .

٦ - لكل من المديرين المشاركون ان يفوض أيه سلطة مخولة له بوجوب هذا الانفاق السى أحدهما

tion is satisfactory to the other. Such delegation shall not limit the right of either of them to refer any matter directly to one another for discussion and decision.

بشرط موافقة المدير الآخر ولا يحد هذا التفويض من حق كل من المديرين المشاركين في رئاسة آلية قضائية الى المدير المشارك الآخر . مباشرة بقصد بحثها واتخاذ قرار بشأنها .

Article IX - Additional Fiscal Provisions

المادة التاسعة - الاختيارات المالية
الإضافية

1. All funds deposited to the credit of the Service pursuant to this Agreement shall continue to be available for the cooperative Program of Community Welfare during the existence of this Agreement. These amounts shall be brought forward continuously to this account year by year.
2. Title to all materials, equipment and supplies acquired for the Service by the Government of the United States of America with funds contributed to the Service, shall, unless otherwise agreed by the Co-Directors, pass to the Service at the time such title is relinquished by the seller. Property acquired by the Service shall be used only in the furtherance of this Agreement and any such property remaining at the termination of this cooperative program shall be at the disposition of the Government of Iraq.

١ - ان كانت المبالغ المودعة
لحساب المصلحة وفقا لم_____
الاتفاق تبقى تحت حصرف
منهاج التعاون للتنفيذ
الاجتماعي مدة ن_____از
هذا الاتفاق و_____در
بامتناع من سنة الى اخر_____
لهذا الحساب .

٢ - تنتقل الى المصلحة ملك_____
المواد والمعدات والتجهيزات التي
تحصل عليها المصلحة من حكومة
الولايات المتحدة وكذلك المبالغ
المخصصة لحسابها ما لم يتم الانتهاء
على خلاف ذلك بين المديرين
المشاركين ويتم هذا الانتقال في
الوقت الذي يتخلى فيه البائع عن ملكية
ما تقدم . ان الأول التي تحصل
عليها المصلحة تستعمل في الدفع
قدما بهذا الاتفاق فقط واذا تغير
في من الاموال عند انتهاه هذا
المنهاج التأميني ليك_____
تحت حصرف الحكومة
المرأة_____.

3. Income from operations of the Service, interest received on funds of the Service, and any other increment of assets of the Service, of whatever nature or source, shall be devoted to the carrying out of the cooperative program and shall not be credited against any contribution due from either party.

4. Any funds of the Service which remain unexpended and unobligated on the termination of the Cooperative Program of Community Welfare shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made on behalf of the two Governments under this Agreement, as it may be from time to time amended and extended.

5. The Minister agrees to extend to the Service, and to all personnel employed by the Service, all rights and privileges which are enjoyed by other agencies of the Ministry or by their personnel.

- إن الدخل الذي ينبع من عمليات المصانع والموارد التي تخصص لعليها من اموالها وأية مواد أخرى تنتج من ممتلكاتها مهما كان مصدره طبيعياً تخفيض تطبيق هذا النهاج التعاوني ولا يجوز أحتسابها لقائياً ساهمة مستحقة على أحد الطرفين .

- تنص المادة الرابعة في الفقرة لستى المصانع او التي لم تكن مستحقة لأحد عند انتهاء "النهاج التعاوني للتربيه الاجتماعى" الى الطرفين وتوزع بينهما بنسبة ساهمتها المدنوعة لحساب كل من الحكومتين وتقسماً الى نصائى وتدبرات ما لى بتقسيم الطرفين على خلاف ذلك تحرى .

- يوافق الوزير على منح المصانع وكافة الموظفين والمستخدمين من قبله جميع الحقوق والامتيازات التي تنتسب اليها الدواوين الأخرى بالنسبة لهم .

Article X - Rights and Exemptions

1. Supplies, equipment and materials introduced into Iraq by the Government

1 - ان التجهيزات والمعتادات والمواد التي تدخلها حكومة الولايات

النحو في المعاشرة — المصادرات ما لاعفنا

of the United States of America,
either directly or by contract with
public or private organizations, for
the purpose of effectuating such an
Agreement shall be admitted into Iraq
free of any customs duties and import
taxes.

التحدد بغاية أو بطن
التمدد مع المؤشرات
العامة والخاصة لغرض تنفيذ
هذا الاتساق عند
 Kend دخولها المسرار من الرسم
 الكروكي أو رسوم
 أستيراد .

2. All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization, who are present in Iraq to perform work for the cooperative program, and whose entrance into the country has been approved by the Government of Iraq under Article III, shall be exempt from income and social security taxes levied under the laws of Iraq with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families.

يُعنى جميع موظفي حكومة الولايات المتحدة الأمريكية (سواءً استخدموها في قبليها مباشرة أو عن طريق التمكّن من مبيع المؤسسات العامة والخاصة) الموجوب بين في المترافق للأختلاف في النهج التناواني إذا كان دخولهم العراق قد وقع بموافقة الحكومة المراتبة وتقاسى للنار الثالثة من ضريبة الدخل وضريبة الضمان الاجتماعي الفروضتين بوجوب القوانين العراقيّة وذلك على دخلهم الخاضع لضريبة الدخل أو الشisan الاجتماعي في أمريكا ومن ضريبة الاملاك على الممتلكات الشخصية الخاصة لاستعمالهم الشخصي وكذلك يمكن من دفع أي رسم أو ضريبة من الأشخاص والبيئات المستوردة إلى العراق لاستعمالهم الاشتغالاتهم وأفراد عوائلهم.

Article XI — Entry Into Force and Duration

This Agreement may be referred to as the "Community Welfare Service Program Agreement," and shall replace the Agreement effected by the exchange of notes between the two Governments, designated American Embassy No. 57 dated July 21, 1952, and Government of Iraq, Ministry of Foreign Affairs No. Musa'adat/215/215/101/19790, dated August 18, 1952. Co-operative projects currently in operation in the field of community welfare shall be conducted subsidiary to this Agreement. This Agreement shall enter into force on the date that it is signed and shall remain in force through December 31, 1960, or until three months after the receipt by either party of notice in writing of intention of the other to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this Agreement for the period from July 1, 1955, through December 31, 1960, shall be subject to the availability of funds to both parties for the purposes of the program and to the further agreement of the parties pursuant to Article VI, paragraph 4, hereof.

المادة الحادية عشرة - التي تنص
على النحو التالي:

يدعى هذا الاتفاق بـ "اتفاق
منهاج خدمات الترقية الاجتماعي" ويحل
 محل اتفاق الذي أصبح نافذا
 بتبادل المذكرات بين الحكومتين ولقد
 لذكره المسار ١٤٠٢١٦٥٧ والمورخة
 في ٢١ تموز ١٩٥٢ وذكرة وزارة الخارجية
 المرافقية المرقمة مساعدات-٢١٥-٢١٥-
 ١٩٥٢/١٠١ والمورخة في ٢١ تموز ١٩٥٢
 وتحصي الشابع التعاونية التي تليها
 في الوقت الحاضر في حفل الترقية
 الاجتماعي فرما له هذا الاتفاق.
 يصبح هذا الاتفاق نافذاً بموجبه
 من تاريخ توقيعه ويبقى نافذاً
 حتى ٢١ كانون الأول سنة ١٩٦٠ أو بعد
 مرور ثلاثة أشهر من تاريخ أتمتام
 خطهار تحريره من أحد الطرفين
 يسرى فيه للطرف الآخر عن تبادله
 في أنها: اتفاق أيهما كان
 الأسبق على أن تكون التزامات الطرفين
 وفق هذا الاتفاق (للنحو)
 بين ١ تموز ١٩٥٥ و ٢١ كانون
 الأول (١٩٦٠) خاضعة لما يكون لدىهما
 من المبالغ المخصصة لأغراض مذكورة
 الطهاج ولسا ينفعان عليه وتقسّم
 للثانية الرابعة من المادة
 السادسة من مذكورة
 الأتفاق.

TIAS 2725.
3 UST, pt. 4, p. 5274.

Done in duplicate, in the English and
Arabic languages, at Baghdad this
eighth day of Rejab,
1374 Hijri and this second day of
March 1955.

كتب في بعثة داد بنسختين في اللغتين
العربية والإنكليزية في اليوم الثامن
من شهر رمضان سنة ١٣٧٤ من
الهجرة الموافق اليوم الاثنين من
شهر آذار سنة ١٩٥٥ الميلادية.

for the GOVERNMENT OF THE UNITED
STATES OF AMERICA

W. J. GALLMAN
Ambassador of the United States of America

HENRY WIENS

Director U. S. A. Operations Mission to Iraq

for the GOVERNMENT OF IRAQ

BASHAYAN
Acting Minister of Foreign Affairs

S. WADI

Minister of Social Affairs

[SEAL]

[SEAL]

[SEAL]

CHILE

RELIEF SUPPLIES AND EQUIPMENT

Duty-Free Entry and Exemption From Internal Taxation

*Agreement effected by exchange of notes
Signed at Santiago April 5, 1955;
Entered into force April 5, 1955.*

TIAS 3210
Apr. 5, 1955

The American Ambassador to the Chilean Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 103

Santiago, April 5, 1955

EXCELLENCY:

In view of the mutual desire of the Governments of the United States of America and Chile to facilitate the humanitarian activities of voluntary, non-profit agencies engaged in relief and rehabilitation in Chile, I have the honor to propose:

1. The Government of Chile shall accord duty-free entry into Chile, as well as exemption from internal taxation, of supplies of goods approved by the Government of the United States, donated to or purchased by United States voluntary, non-profit relief and rehabilitation agencies, and consigned to such organizations, including branches of these agencies in Chile, for distribution in Chile.
2. The agencies herein referred to shall be those qualified under United States Government Regulations, which have been, or hereafter shall be, approved by the Government of Chile.
3. The supplies which shall be accorded duty-free entry into Chile may include goods of types qualified for ocean freight subsidy under applicable United States Government Regulations, such as basic necessities of food, clothing and medicines, and other relief and rehabilitation supplies and equipment in support of projects of health, sanitation, education and recreation, agriculture and promotion of small self-help industries. Duty-free treatment on importation and exportation, as well as exemption from internal taxation, shall also be accorded to supplies and

equipment imported by organizations approved by both governments for the purpose of carrying out operations under this agreement. In each case, authorization for duty-free entry shall be issued by the Government of Chile.

4. The supplies and equipment accorded duty-free entry under this agreement shall not include tobacco, cigars, cigarettes, alcoholic beverages, or items for the personal use of agencies' field representatives.

5. The cost of transporting such supplies and equipment (including port, handling, storage, and similar charges, as well as transportation) within Chile to the ultimate beneficiary will be borne by the Government of Chile.

6. The supplies furnished by the voluntary agencies shall be considered supplementary to rations to which individuals would otherwise have been entitled.

7. Individual organizations carrying out operations under this agreement may enter into additional arrangements with the Government of Chile, and this agreement shall not be construed to derogate from any benefits accrued by any such organizations in existing agreements with the Government of Chile.

If these understandings meet with the approval of the Government of Chile, my Government will consider that this note and Your Excellency's note in reply constitute an agreement between our two Governments on this subject, and that the provisions of this agreement are in effect as of the date of Your Excellency's note in reply, in the manner and to the degree permitted by the prevailing legislation in the two countries, to remain in effect until three months after the receipt by either Government of written notice of the intention of the other Government to terminate it.

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

WILLARD L. BEAULAC

His Excellency

OSVALDO KOCH KREFFT,

*Minister of Foreign Affairs,
Santiago.*

The Chilean Minister of Foreign Affairs to the American Ambassador

REPÚBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES
DIRECCION POLITICA
Departamento de Tratados y Límites

Nº 3263

SANTIAGO, 5 de Abril de 1955

SEÑOR EMBAJADOR:

Tengo el honor de referirme a su atenta Nota de fecha de hoy, por la que Vuestra Excelencia se sirve manifestarme lo siguiente:

“En vista del mutuo deseo de los Gobiernos de los Estados Unidos de América y de Chile de facilitar las actividades en Chile de las agencias voluntarias de ayuda y rehabilitación sin fines de lucro, tengo el honor de proponer:

1. El Gobierno de Chile autorizará la internación libre de todo impuesto, derecho, tasa o contribución que se perciba por intermedio de las Aduanas, así como la exención de impuestos internos de toda clase, a los artículos y mercaderías aprobados por el Gobierno de los Estados Unidos, que hayan sido donados o adquiridos para fines de distribución en Chile por agencias voluntarias de ayuda y rehabilitación sin fines de lucro de los Estados Unidos de América, y que vengan consignados a dichas agencias o sus filiales en Chile.
2. Las agencias a que se refiere este Acuerdo serán aquellas reconocidas según las disposiciones legales vigentes en los Estados Unidos de América, y que el Gobierno de Chile haya autorizado expresamente para desarrollar actividades en el país.
3. Para gozar de las franquicias contempladas en el Nº 1, las internaciones respectivas necesitarán ser objeto en cada caso de la autorización del Gobierno de Chile. Los artículos y mercaderías favorecidos por este Acuerdo incluirán aquellos que según las disposiciones vigentes del Gobierno de los Estados Unidos pueden recibir subsidio de transporte marítimo, tales como productos alimenticios básicos, artículos de vestuario, medicamentos, y elementos y equipos para la realización de programas de salubridad, sanidad, educación y recreo, agricultura y fomento de pequeñas industrias caseras y artesanía. Podrán gozar asimismo de las franquicias contempladas en el Nº 1 los materiales y equipos necesarios para el funcionamiento y desarrollo de los programas de ayuda y rehabilitación de las agencias voluntarias autorizadas conforme a este Acuerdo e importados por ellas.

4. Las importaciones beneficiadas por este Acuerdo no podrán incluir bebidas alcohólicas, tabaco, cigarros y cigarrillos, ni artículos destinados al uso personal de los representantes o empleados de las agencias.
5. El transporte, dentro de Chile, de los suministros y equipos importados para su distribución en el país (incluyendo los gastos de puerto, manipulación, almacenaje y otros que demanden), hasta su entrega definitiva a los beneficiarios, serán de cargo del Gobierno de Chile.
6. Los suministros alimenticios proporcionados por las agencias voluntarias serán considerados como suplementarios a las raciones a las cuales las personas beneficiadas habrían en otra forma tenido derecho.
7. Las agencias voluntarias de socorro y rehabilitación que realicen operaciones en conformidad con este Acuerdo pueden concertar arreglos adicionales con el Gobierno de Chile y las disposiciones del presente Acuerdo no podrán considerarse restrictivas de los beneficios o facilidades que hayan alcanzado en arreglos en vigencia.

Si las disposiciones antedichas son de la aceptación del Gobierno de Chile, mi Gobierno considerará que esta Nota y la respuesta de Vuestra Excelencia constituyen un Acuerdo entre nuestros dos Gobiernos sobre la materia, y que las disposiciones del presente Acuerdo entrarán en vigencia a contar de la fecha de la Nota de respuesta de Vuestra Excelencia, en la medida en que ellas sean compatibles con la legislación vigente en cada país, y que permanecerán en efecto hasta tres meses después de la recepción por alguno de los dos Gobiernos de un aviso por escrito del otro Gobierno de su intención de poner término al Acuerdo".—

2. En respuesta, me es altamente grato manifestar a Vuestra Excelencia la conformidad del Gobierno de Chile con los términos de la Nota antes transcrita, constituyendo la presente Nota y la de Vuestra Excelencia un Acuerdo entre nuestros dos países sobre esta materia.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

OsVALDO KOCH

Excelentísimo señor

WILLARD L. BEAULAC

*Embajador de los Estados Unidos de América
Santiago.*

Translation

REPUBLIC OF CHILE
MINISTRY OF FOREIGN AFFAIRS
OFFICE OF THE POLITICAL DIRECTOR
Department of Treaties and Boundaries

No. 3263

SANTIAGO, April 5, 1955

MR. AMBASSADOR:

I have the honor to refer to your courteous note dated today, in which Your Excellency is good enough to inform me as follows:

[For the English language text of the note, see *ante*, p. 717.]

2. In reply, it is a great pleasure for me to communicate to Your Excellency the Chilean Government's acceptance of the terms of the note transcribed above, the present note and that of Your Excellency constituting an agreement between our two countries on this matter.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

OSVALDO KOCH

His Excellency

WILLARD L. BEAULAC,
Ambassador of the United States of America,
Santiago.

EL SALVADOR

Technical Cooperation: Agriculture

*Agreement signed at San Salvador March 21, 1955;
Entered into force April 1, 1955.*

TIAS 3211
Mar. 21, 1955

AGREEMENT ON A COOPERATIVE PROGRAM FOR AGRICULTURAL DEVELOPMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF EL SALVADOR

The Government of the United States of America and the Government of the Republic of El Salvador have agreed as follows:

ARTICLE I

THE OPERATING AGENCIES

Pursuant to the General Agreement for Technical Cooperation signed on behalf of the two Governments at San Salvador on April 4, 1952 there shall be initiated in the Republic of El Salvador a Cooperative Program of Agricultural Development. The obligations assumed herein by the Government of El Salvador will be performed by it through its Ministry of Agriculture and Livestock (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by it through the Foreign Operations Administration (hereinafter referred to as the "Administration"), an agency of the latter Government. The Administration may discharge its obligations under this Agreement through the Institute of Inter-American Affairs, the regional office of the Administration for Latin America and may secure the assistance of other agencies of the Government of the United States of America and of other public and private agencies. The Ministry, on behalf of the Government of El Salvador and the Administration, on behalf of the Government of the United States of America, shall participate jointly in all phases of the planning and administration of the cooperative program. The present Agreement, and all activities carried out pursuant to it, shall be governed by the provisions of the said General Agreement for Technical Cooperation.

TIAS 2527.
3 UST, pt. 3, p. 3932.

ARTICLE IIOBJECTIVES

The objectives of this Cooperative Program of Agricultural Development are the following:

- 1.- To facilitate the development of agriculture in El Salvador through the cooperative action of the two Governments;
- 2.- To stimulate and increase the interchange between the two countries, of knowledge, skills and techniques in the field of agriculture;
- 3.- Through this cooperative undertaking, to promote and strengthen understanding and good will between the peoples of El Salvador and the United States of America, and to foster the growth of democratic ways of life.

ARTICLE IIIFIELDS OF ACTIVITY

This Cooperative Program of Agriculture will include, to the extent that the parties from time to time agree thereon, operations of the following types:

- 1.- Studies of the needs of El Salvador in the field of agriculture, and the resources which are available to meet these needs;
- 2.- The formulation and continuous adaptation of a program to help meet such needs;
- 3.- The initiation and administration of projects in agricultural research and experimentation; agricultural extension; livestock development; soil and water conservation and irrigation; storage and conservation of agriculture and livestock products; fisheries and fishing; and any other studies and projects fostering the development of agriculture and livestock.
- 4.- Related agricultural training activities for Salvadorean personnel, both within and outside El Salvador.
- 5.- The furnishing of technical advisory services in the fields referred to in paragraph 3 above.

ARTICLE IVTHE OPERATIONS MISSION IN EL SALVADOR

The Administration agrees to furnish a group of technicians and specialists to collaborate in carrying out the cooperative program of agriculture. The technicians and specialists made available by the Administration under this Agreement, together with those so made available under other program and project agreements, will constitute the United States of America Operations Mission in

El Salvador. The size and composition of the Operations Mission shall be determined by the Administration. The Operations Mission shall be headed by a Director. The Director and other members of the Operations Mission shall be appointed by the Government of the United States of America but shall be acceptable to the Government of El Salvador.

ARTICLE V

THE COOPERATIVE SERVICE

There is established by means of this Agreement the "Salvadorean-American Agricultural Cooperative Service" (hereinafter referred to as the "Service"), which will act as an agency of the Salvadorean Government and be responsible for the planning and administration of the program of agricultural development. The Minister of Agriculture and Livestock of El Salvador (hereinafter called "The Minister") and the Director of the United States of America Operations Mission to El Salvador (hereinafter called "The Director") will act as Co-Directors of the Service. The members of the Operations Mission may perform work for or be employed by the Service, subject to agreement of the two Co-Directors.

ARTICLE VI

CONTRIBUTIONS

The parties shall contribute and make available moneys for use in carrying out the program during the period covered by this Agreement, in accordance with the following:

1.— The Government of the United States of America, during the period from the date of entry into force of this Agreement through December 31, 1960, shall make available the moneys necessary to pay the salaries and other expenses of the members of the Operations Mission, as well as such other expenses of an administrative nature as it may incur in connection with this cooperative program. These funds shall be administered by the Administration and shall not be deposited to the credit of the Service.

2.— The Government of El Salvador shall:

- a) appoint specialists and other necessary personnel, to the extent such personnel can be made available, to collaborate with the Operations Mission.
- b) furnish land, buildings, installations, equipment, office furniture, materials, implements and such other services as it is able to provide.

c) obtain the cooperation of other agencies of the Government of El Salvador for the most effective development and execution of the cooperative program of agriculture.

3.- In addition, the parties may later agree in writing upon the amount of funds that each will contribute to the Service each year for use in carrying out the program for the duration of the Agreement. It is understood that sums subsequently agreed to be contributed by the Government of the United States of America may, as the representatives of the parties shall agree, be deposited to the credit of the Service or be withheld in the United States of America to be expended outside of El Salvador in United States Dollars as agreed upon by the Minister and the Director. Contributions of funds may be made in such installments as the parties may agree upon.

4.- Moneys deposited by the Government of the United States of America to the credit of the Service shall be convertible at the highest rate which at the time the conversion is made, is available to the Government of the United States of America for its diplomatic and other official expenditures in El Salvador.

5.- It is understood that contributions to be made to the Service by the two parties pursuant to this Agreement, or any supplement thereto, shall be made in such periodic installments as may have been previously agreed by the parties, and that, unless the parties shall previously have agreed specifically otherwise, such periodic installments by the two parties shall be made simultaneously and in amounts corresponding proportionately to the contribution each is to make. Funds deposited by either party shall be available for withdrawal for payments or expenses of the Service only after the agreed corresponding deposit of the other party has been made.

6.- The funds deposited to the credit of the Service may be maintained in such bank or banks as may be agreed upon by the Minister and the Director, and shall be available only for the purposes of this agreement. No funds shall be withdrawn from the accounts of the Service for any purpose except by issuance of a check or other suitable withdrawal document signed by the Minister and the Director. There shall be included in the deposit agreement to be made with any bank a provision that the bank shall be obligated to repay the Service any funds which it shall permit to be withdrawn from the funds of the Service on the basis of any document other than a check or other withdrawal document that has been signed by the Minister and the Director.

ARTICLE VII

ADDITIONAL CONTRIBUTIONS

The projects to be undertaken under this Agreement may include cooperation with national and local governmental agencies in El Salvador, as well as with organizations of a public or private character, and international organizations of which the United States of America and El Salvador are members. By agreement between the parties contributions of moneys, property, services or facilities by either or both parties, or by any of such third parties, may be accepted and deposited to the credit of the Service for use in effectuating the cooperative program of agriculture, in addition to its funds contributed by the two Governments.

ARTICLE VIII

OPERATIONS

1.— The Cooperative Program of Agriculture shall consist of a series of projects to be planned and administered jointly by the Co-Directors of the Service. Each project shall be provided for in a written project agreement, signed by the Ministry and the Administration, which shall define the work to be done and the administrative organization, shall make budgets and allocations therefor from moneys available to the Service and may contain such other matters as may be appropriate.

2.— Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Minister and the Director, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

3.— The selection of specialists, technicians and others in the field of agriculture to be sent for training to the United States of America or elsewhere at the expense of the Service pursuant to this program, as well as the training activities in which they shall participate, shall be determined by the Minister and the Director.

4.— The general policies and administrative procedures that are to govern the Cooperative Program of Agriculture, in the execution of projects, such as the disbursement of and accounting for moneys, the incurrence of obligations of the Program, the purchase use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Service and the terms and conditions of their employment and all other administrative matters, shall be jointly determined by the Minister and the Director.

5.- All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be executed in the name of the Service and shall be signed by the Minister and the Director. The books shall be open at all times for examination by authorized representatives of the Government of El Salvador and the Government of the United States of America. There shall be rendered an annual report of the activities of the Service to the two Governments, and other reports at such intervals as may be appropriate and during the month of January of each calendar year there shall be presented to the Minister of Finance of El Salvador an accounting showing expenditures as related to the budget through December 31st of the year immediately preceding.

6.- Any power conferred by this Agreement upon the Minister or upon the Director may be delegated by either of them to any of his respective assistants, provided that such delegation be satisfactory to the other, except such jurisdictional powers or authoritative powers or such other powers as cannot be delegated in accordance with the Salvadoran Constitution or Law. Such delegations shall not limit the right of either of them to refer any matter directly to the other for discussion and decision.

ARTICLE IX

ADDITIONAL FISCAL PROVISIONS

1.- All moneys deposited to the credit of the Service pursuant to this Agreement shall continue to be available for the Cooperative Program of Agriculture during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties.

2.- All materials, equipment and supplies, acquired for the Cooperative Program shall become the property of the Service and shall be used only in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this Cooperative Program shall become the property of the Government of El Salvador.

3.- Interest received on moneys of the Service and any other increment of assets of the Service, of whatever nature or source, shall be devoted to the carrying out of the Cooperative Program.

4.- Any moneys of the Service which remain unexpended and unobligated on the termination of this Cooperative Program of Agriculture shall be returned to the parties hereto in the proportion of the respective contributions made by the parties under this Agreement, unless otherwise agreed upon in writing by the parties hereto at that time. The funds deposited pursuant to

Article VI of this Agreement by one party and not matched proportionately by a deposit by the other party shall be returned to the contributor in their entirety.

ARTICLE X

RIGHTS AND EXEMPTIONS

1.— The Government of El Salvador agrees to extend to the Administration and to all its foreign personnel, all rights and privileges which are enjoyed, under its laws, by agencies of the Government of El Salvador and their personnel. Such rights and privileges, to the extent that they are available to other agencies of the Government of El Salvador and their personnel, shall include but not be limited to: free postal, telegraph and telephone service; the right to rebates or preferential rates allowed by domestic companies of maritime or river navigation, air travel, telephone, telegraph, or other services; and exemption from taxes, excises, imposts, and stamp taxes, concerning the operations of the Cooperative Program of Agriculture and the materials employed in its functioning.

2.— Supplies, equipment and materials contributed to the Cooperative Program of Agriculture by the Government of the United States of America, either directly or by contract with a public or private organization, and those obtained outside the Country for the Program, for its activities in El Salvador, shall be totally exempt from import duties.

3.— All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization, who are present in El Salvador to perform work for the Cooperative Program in Agriculture, and have been accepted by the Government of El Salvador under Article IV of this Agreement, shall be exempt from income and social security taxes levied under the laws of El Salvador with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families.

ARTICLE XI

SOVEREIGN IMMUNITY

1.— The parties declare their recognition that the Administration being an agency of the Government of the United States

of America, is entitled to share fully in all the privileges of the said Government, including immunity from suit in the courts of El Salvador.

2.- The two Governments will establish procedures whereby the Government of El Salvador will so deposit, segregate or assure title to all moneys allocated to or derived from any United States assistance program that such moneys shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of El Salvador is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the Program.

ARTICLE XII

ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the Cooperative Program Agreement for Agricultural Development. It shall enter into force on the day notification of its ratification by the Government of El Salvador is given to the Government of the United States of America [¹] and shall continue in force through December 31, 1960 or until three months from the date on which either Government shall notify the other, in writing, of its intention to terminate it. It is understood, however, that the obligations of the parties under this Agreement for the period from June 30, 1954 through December 31, 1960, shall be subject to the availability of appropriations to both parties for the purposes of the Program and to the fulfillment of obligations agreed upon.

ARTICLE XIII

LEGISLATIVE AND EXECUTIVE ACTION

The Government of El Salvador will endeavor to obtain the enactment of such legislative measures and will take such executive action as may be required to carry out the terms of this Agreement, as a consequence of which it will be necessary for the Legislative Assembly to enact a special budget law.

ARTICLE XIV

This Agreement shall enter into force on the date of a communication in writing [¹] from the Government of El Salvador to the Government of the United States of America giving notice of ratification of the Agreement by El Salvador, and shall supersede the Agreement for a Cooperative Program for Agricultural De-

¹ Apr. 1, 1955.

velopment between the Government of the United States of America and the Government of the Republic of El Salvador, signed at San Salvador on July 16, 1954.

TIAS 3089.
5 UST, pt. 3, p. 2275.

Done at San Salvador, in duplicate, in the English and Spanish languages, on the 21st of March, 1955.

For the Government of the United States of America

D. CHADWICK BRAGGIOTTI

Chargé d'Affairs, a. i.

WILLIAM E. SCHENK
Acting Director of the United States Operations Mission.

For the Government of the Republic of El Salvador

J. G TRABANINO

Minister of Foreign Affairs.

R QUIÑONES
Minister of Agriculture and Livestock

**CONVENIO SOBRE UN PROGRAMA COOPERATIVO DE
DESARROLLO AGRICOLA ENTRE EL GOBIERNO DE
LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO
DE LA REPUBLICA DE EL SALVADOR**

El Gobierno de los Estados Unidos de América y el Gobierno de la República de El Salvador, han convenido en lo siguiente:

ARTICULO I

ORGANISMOS EJECUTIVOS

De conformidad con el Acuerdo General sobre Cooperación Técnica suscrito por ambos Gobiernos en San Salvador el día 4 de abril de 1952, se iniciará en la República de El Salvador un Programa Cooperativo de Desarrollo Agrícola. Las obligaciones que asume el Gobierno de El Salvador por medio de este Convenio serán ejecutadas a través del Ministerio de Agricultura y Ganadería (en adelante denominado "El Ministerio"). Las obligaciones que por este mismo Convenio asume el Gobierno de los Estados Unidos de América serán cumplidas a través de la Administración de Operaciones en el Extranjero (en adelante denominado "La Administración"), organismo de este último Gobierno. La Administración podrá cumplir las obligaciones a que se refiere este Convenio por medio del Instituto de Asuntos Interamericanos, la Oficina Regional para Latinoamérica de la Administración, y podrá obtener la ayuda de otros organismos del Gobierno de los Estados Unidos de América, lo mismo que de otras entidades públicas y privadas. El Ministerio, en nombre del Gobierno de El Salvador, y la Administración, en nombre del Gobierno de los Estados Unidos de América, participarán conjuntamente en todas las fases del planeamiento y administración del Programa Cooperativo mencionado. El presente Convenio, así como las actividades que se lleven a cabo de acuerdo con el mismo, se regirán por las disposiciones contenidas en el referido Acuerdo General sobre Cooperación Técnica.

ARTICULO II

FINALIDADES

Las finalidades de este Programa Cooperativo de Desarrollo Agrícola, son las siguientes:

1a.— Propiciar el desarrollo de la Agricultura en El Salvador, mediante la acción cooperativa de ambos Gobiernos;

2a.— Estimular e incrementar entre los dos países el intercambio de conocimientos, experiencias y técnicas agrícolas;

3a.— Mediante este esfuerzo cooperativo promover y fortalecer el entendimiento y la buena voluntad entre los pueblos de El Salvador y de los Estados Unidos de América, y fomentar el incremento de las formas de vida democráticas.

ARTICULO III

CAMPOS DE ACTIVIDAD

En la medida en que las partes oportunamente lo acuerden, el Programa Cooperativo de Desarrollo Agrícola incluirá las siguientes clases de actividades:

1a.— Investigación de las necesidades de El Salvador en el campo agrícola y los recursos disponibles para llenar tales necesidades;

2a.— La formulación y adaptación continua de un programa para ayudar a llenar tales necesidades.

3a.— Iniciación y administración de proyectos de investigación y experimentación agrícola; programas de extensión agrícola; programas de fomento de la ganadería; programas de realización de obras para el aprovechamiento y conservación de la tierra e hidráulica agrícola; programas de conservación y almacenamiento de productos agropecuarios; piscicultura y pesca; y toda otra fase de estudios y realizaciones que signifiquen fomento de la agricultura y la ganadería.

4a.— Actividades de entrenamiento agrícola para personal salvadoreño tanto dentro como fuera de la República.

5a.— El suministro de asesoramiento técnico relacionado con los campos citados en párrafo 3 anterior.

ARTICULO IV

MISION DE OPERACIONES EN EL SALVADOR

La Administración conviene en suministrar un grupo de Técnicos y Especialistas para colaborar en el programa cooperativo de agricultura. Los Técnicos y Especialistas que la Administración facilitará de conformidad con este Convenio, juntamente con aquellos otros que fuesen asignados bajo otros convenios de

programas y proyectos, constituirá la Misión de Operaciones de los Estados Unidos de América en El Salvador. La Organización y número de miembros de esta Misión de Operaciones será determinada por la Administración. La Misión de Operaciones será encabezada por un Director. El Director y otros miembros de la Misión de Operaciones serán nombrados por el Gobierno de los Estados Unidos de América pero serán aceptables al Gobierno de El Salvador.

ARTICULO V

EL SERVICIO COOPERATIVO

Por el presente Convenio quedará establecido el "Servicio Cooperativo Agrícola Salvadoreño-American" (en adelante llamado "El Servicio"), que servirá como organismo del Gobierno de El Salvador y tendrá a su cargo el planeamiento y administración del Programa de Desarrollo Agrícola. El Ministro de Agricultura y Ganadería de El Salvador, (en adelante llamado "El Ministro"), y el Director de la Misión de Operaciones de los Estados Unidos de América en El Salvador, (en adelante denominado "El Director"), actuarán como Co-Directores del Servicio. Los miembros de la Misión de Operaciones, podrán desempeñar cargos o ser empleados del Servicio, previo acuerdo de los dos Co-Directores.

ARTICULO VI

CONTRIBUCIONES

Las partes contribuirán y facilitarán los fondos que se usarán en la ejecución del programa durante la vigencia de este Convenio conforme a las siguientes normas:

1.- El Gobierno de los Estados Unidos de América, desde la fecha en que entre en vigor este Convenio hasta Diciembre 31 de 1960, facilitará los fondos necesarios para pagar los sueldos y otros gastos de los miembros de la Misión de Operaciones, así como también otros gastos de naturaleza administrativa relacionados a este programa cooperativo. Estos fondos serán manejados por la Administración y no serán depositados a cuenta del Servicio.

2.- El Gobierno de El Salvador, por su cuenta:

- a) Designará especialistas y cualquier otro personal necesario que sea disponible para colaborar con la Misión de Operaciones.
- b) Facilitará terrenos, locales, equipo, mobiliario para oficina, materiales, implementos y otros servicios que se encuentre en capacidad de proveer.

c) Obtendrá la cooperación de otras dependencias del Gobierno de El Salvador para la buena marcha y desarrollo del programa cooperativo de agricultura.

3.- Además, las partes podrán convenir posteriormente por escrito acerca de las cantidades en efectivo con que cada una de ellas contribuirá al Servicio anualmente para llevar a cabo el programa durante el período de vigencia de este Convenio. Es entendido que las cantidades con que contribuya el Gobierno de los Estados Unidos de América pueden, si los representantes de las partes lo acuerdan, ser depositadas a cuenta del Servicio o ser retenidas en los Estados Unidos de América para ser utilizadas para efectuar pagos en dólares de los Estados Unidos, fuera de El Salvador, conforme lo acuerden el Ministro y el Director. Las contribuciones en efectivo podrán ser enteradas por abonos parciales conforme lo acuerden las partes.

4.- Los fondos depositados por el Gobierno de los Estados Unidos de América a cuenta del Servicio, serán convertibles al valor de cambio del dólar más favorable que al tiempo en que se haga dicha conversión, se otorgue al Gobierno de los Estados Unidos de América para sus gastos diplomáticos y otros gastos oficiales en El Salvador.

5.- Es entendido que las contribuciones que se harán a cuenta del Servicio conforme a este Convenio o cualquier otro suplementario, serán hechas por abonos periódicos según acuerdo previo de las partes y que, a no ser que se especifique expresamente de otro modo, dichos abonos se harán simultáneamente y en cantidades proporcionales a la contribución de cada una de ellas. Los fondos depositados por cualquiera de las partes podrán ser retirados para pagos o gastos del Servicio sólo después de que el depósito correspondiente de la otra parte haya sido hecho.

6.- Los fondos depositados al crédito del Servicio podrán guardarse en el banco o los bancos conforme acuerden el Ministro y el Director, y dichos fondos estarán disponibles únicamente para las finalidades de este Convenio. Ninguna suma será retirada de los depósitos bancarios del Servicio para ningún objeto si no es mediante un cheque o con otro documento de salida firmado por el Ministro y el Director. Será incluido en el acuerdo con cualquiera de los citados bancos un convenio respecto a los depósitos bancarios, lo cual incluirá la provisión de que el banco tendrá la obligación de reembolsar al Servicio por cualesquiera fondos que permita ser retirados de los fondos del Servicio mediante cualquier documento que no sea un cheque u otro documento de salida firmado por el Ministro y el Director.

ARTICULO VII

CONTRIBUCIONES ADICIONALES

Los proyectos que se desarrollarán bajo este Convenio podrán incluir la cooperación con organismos gubernamentales nacionales o locales en El Salvador así como con organizaciones públicas o de carácter privado y de organizaciones internacionales de las cuales sean miembros los Estados Unidos de América y El Salvador. Por Acuerdo entre las partes, las contribuciones de dinero, propiedades, servicios o facilidades por una o ambas partes o de terceros, podrán aceptarse y depositarse a favor del "Servicio" para su uso en el programa cooperativo de agricultura, en adición a sus fondos ordinarios contribuídos por los dos Gobiernos.

ARTICULO VIII

OPERACIONES

1.- El Programa Cooperativo de Agricultura consistirá en una serie de proyectos que serán planeados y administrados conjuntamente por los Co-Directores del Servicio. Cada proyecto será objeto de un acuerdo escrito que será firmado por el Ministerio y la Administración, el cual definirá el trabajo a efectuarse, la organización administrativa, el presupuesto y la asignación que le corresponde de los fondos disponibles que tenga el Servicio, incluyendo cualquier otro punto que las partes consideren conveniente incluir.

2.- A la terminación substancial de cualquier proyecto, se redactará un Memorandum de conclusión suscrito por el Ministro y el Director incluyendo un informe del trabajo ejecutado, de los objetivos perseguidos, los gastos efectuados, los problemas encontrados y resueltos y los demás datos básicos pertinentes.

3.- La selección de especialistas, técnicos y otras personas que en el campo de agricultura fuesen enviados para su adiestramiento a los Estados Unidos de América, o cualquier otro país, por cuenta del Servicio, conforme al plan de trabajo, así como las actividades de adiestramiento en las cuales dichas personas participen, serán decididas por el Ministro y el Director.

4.- Los procedimientos administrativos y política en general que regirán al Programa Cooperativo de Agricultura para llevar a cabo sus proyectos de operaciones, tales como erogaciones y contabilización de fondos, contratación de compromisos a cargo del Programa, compras, uso, inventarios, control y disposición de efectos materiales, nombramientos y remoción de oficiales y empleados del Servicio y los términos y condiciones de su empleo

y todos los asuntos de carácter administrativo, serán determinados conjuntamente por el Ministro y el Director.

5.- Todos los contratos y demás documentos relacionados con la ejecución de los proyectos bajo este Convenio, serán efectuados a nombre del Servicio y deberán ser firmados por el Ministro y el Director. Los libros y registros relacionados con el Programa Cooperativo, se mantendrán siempre disponibles para ser inspeccionados por representantes autorizados del Gobierno de El Salvador y del Gobierno de los Estados Unidos de América. Se rendirá un informe anual de las actividades del Servicio a ambos Gobiernos, otros informes a intervalos que sean convenientes; y dentro del mes de enero de cada año calendario, se presentarán al Ministerio de Hacienda de El Salvador, cuadros de liquidación del Presupuesto al 31 de diciembre del año inmediatamente anterior.

6.- Cualquier facultad que tenga por medio de este acuerdo el Ministro o el Director podrá ser delegada por cualquiera de ellos a cualquiera de sus respectivos asistentes siempre que tal delegación sea satisfactoria al otro, excepto aquellas jurisdiccionales o de autoridad o las que por la constitución o ley de El Salvador no pueden delegarse. Tales delegaciones no limitarán el derecho de cualquiera de las partes de referir cualquier asunto directamente al otro para deliberación y decisión.

ARTICULO IX

DISPOSICIONES FISCALES ADICIONALES

1.- Todos los fondos depositados a cuenta del Servicio de conformidad con este Convenio, deberán seguir a disposición del Programa Cooperativo de Agricultura durante su vigencia, sin tomar en cuenta los períodos anuales o años fiscales de una y otra parte.

2.- Todos los materiales, equipos y suministros, adquiridos para el Programa Cooperativo, vendrán a ser de propiedad del "Servicio" y deberán ser usados solamente en el cumplimiento de este Convenio. Cualquiera de estos materiales, equipos y suministros restantes a la terminación de este programa cooperativo, quedarán de propiedad del Gobierno de El Salvador.

3.- Los intereses obtenidos sobre los fondos y todo incremento en el activo del Servicio de cualquier naturaleza y origen será destinado al cumplimiento del Programa Cooperativo.

4.- Cualesquiera fondos en efectivo del Servicio que queden sin gastar y sin obligación al término de este Programa Cooperativo de Agricultura, serán devueltos a las partes contratantes en la proporción de las respectivas contribuciones hechas por las

partes conforme a este Convenio, a no ser que lo acuerden por escrito las partes de otro modo en tal oportunidad. Los fondos depositados por una de las Partes en cumplimiento del Artículo VI de este Convenio y no satisfechos proporcionalmente por depósito de la otra parte, serán devueltos al contribuyente en su totalidad.

ARTICULO X

DERECHOS Y EXENCIOS

1o.- El Gobierno de El Salvador conviene en otorgar a la Administración y a todo su personal extranjero, todos los derechos y privilegios de que gozan conforme a las leyes salvadoreñas los organismos del Gobierno de El Salvador y su personal. Tales derechos y privilegios en la medida en que se conceden a los organismos del Gobierno de El Salvador y a su personal, incluirán, sin carácter limitativo, lo siguiente: franquicia postal, telegráfica y telefónica; derecho a los descuentos o a las tasas preferenciales que conceden tanto las compañías de transporte terrestre, marítima, fluvial y aéreo como las empresas de telecomunicaciones y otras empresas de servicio público; y exención de impuestos, tasas, contribuciones y timbres, en lo relativo a las operaciones que tengan conexión con el Programa Cooperativo de Desarrollo Agrícola y con respecto a los efectos materiales que se empleen en el funcionamiento del mismo.

2.- Los suministros, equipos y materiales que el Gobierno de los Estados Unidos de América aporte al Programa Cooperativo de Desarrollo Agrícola, ya fuere directamente o por contrato con alguna entidad pública o privada, y los que sean adquiridos para el Programa en el extranjero para utilizarlos en relación con las actividades que desarrolle en El Salvador, gozarán de franquicia total de derechos de importación.

3.- Todos los miembros del personal del Gobierno de los Estados Unidos de América, ya sea que estén empleados directamente por dicho Gobierno, o que se hallen bajo contrato con una organización pública o privada, y se encuentren en El Salvador con el fin de emprender trabajos para el Programa Cooperativo de Desarrollo Agrícola y cuyo nombramiento haya sido aprobado por el Gobierno de El Salvador, conforme al Artículo IV de este Convenio, estarán exentos del pago de impuesto sobre la renta y de las cotizaciones de Seguro Social que establezcan las leyes salvadoreñas sobre ingresos con respecto a las cuales tengan la obligación de pagar impuestos sobre la renta y de Seguridad Social al Gobierno de los Estados Unidos de América. Estarán además exentos de impuestos sobre la propiedad de sus bienes de uso

personal, y del pago de cualesquiera aforos o derechos sobre todo artículo y efectos personales o domésticos que importen al país para su uso o de los miembros de su familia.

ARTICULO XI

INMUNIDADES GUBERNAMENTALES

1o.— Las Partes reconocen que la Administración, en su carácter de organismo del Gobierno de los Estados Unidos de América, gozará plenamente de todos los privilegios de que goza dicho Gobierno, incluyendo inmunidad contra demandas judiciales en los Tribunales de El Salvador.

2o.— Los dos Gobiernos establecerán procedimientos mediante los cuales el Gobierno de El Salvador depositará, separará o asegurará el derecho de propiedad sobre los fondos correspondientes a cualquier programa de ayuda de los Estados Unidos de América o provenientes del mismo, de tal manera que tales fondos estarán exentos de embargo, comisos y otros procedimientos legales por cualquier persona, firma, agencia, corporación, organización o Gobierno cuando el Gobierno de los Estados Unidos de América notifique al Gobierno de El Salvador, que tales procedimientos pueden obstaculizar la consecución de los objetivos del Programa.

ARTICULO XII

VIGENCIA Y DURACION

Podrá aludirse a este Convenio bajo la denominación de Convenio sobre el Programa Cooperativo de Desarrollo Agrícola; entrará en vigor en la fecha que sea notificado el Gobierno de los Estados Unidos de América por el Gobierno de El Salvador que dicho Convenio ha sido ratificado y continuará en vigencia hasta el 31 de diciembre de 1960, o a los tres meses de la fecha en que alguno de los Gobiernos notifique al otro, por escrito, su intención de darlo por terminado. Es entendido, sin embargo, que las obligaciones contraídas por las Partes conforme a este Convenio para el período comprendido entre el 30 de junio de 1954 y el 31 de diciembre de 1960, estarán sujetas a la condición de que ambas Partes, cuenten con asignaciones presupuestales destinadas a los fines del Convenio y al cumplimiento de los acuerdos que se adopten.

ARTICULO XIII

MEDIDAS LEGISLATIVAS Y EJECUTIVAS

El Gobierno de El Salvador procurará obtener la promulgación de las medidas legislativas y adoptará las medidas ejecutivas

necesarias para el cumplimiento de este Convenio, debiendo en consecuencia votarse una ley de presupuesto especial por la Honorable Asamblea Legislativa.

ARTICULO XIV

El presente Convenio entrará en vigor en la fecha que el Gobierno de El Salvador comunique por escrito al Gobierno de los Estados Unidos de América, que ha sido debidamente ratificado por El Salvador, sustituyendo al que fué suscrito en San Salvador entre el Gobierno de los Estados Unidos de América y el Gobierno de El Salvador, sobre un Programa Cooperativo de Desarrollo Agrícola, con fecha 16 de julio de 1954.

Hecho en San Salvador en duplicado, en los idiomas español e inglés, el día

Por el Gobierno de los Estados Unidos de América:

D. CHADWICK BRAGGIOTTI
Encargado de Negocios a. i.

WILLIAM E. SCHENK
Director Interino, Misión de Operaciones de los Estados Unidos de América

Por el Gobierno de la República de El Salvador:

J. G TRABANINO
Ministro de Relaciones Exteriores

R QUIÑONES
Ministro de Agricultura y Ganadería

BOLIVIA

Agriculture: Cooperative Program

*Agreement extending the agreement of June 13 and 18, 1952.
Effectuated by exchange of notes
Signed at La Paz February 25 and March 3, 1955;
Entered into force March 18, 1955.*

TIAS 3212
Feb. 25 and
Mar. 3, 1955

*The American Ambassador to the Bolivian Minister of Foreign
Affairs and Worship*

AMERICAN EMBASSY,
La Paz, February 25, 1955.

No. 98

EXCELLENCY:

I have the honor to refer to the recent conversations between representatives of our two Governments concerning the desirability of continuing the cooperative program in agriculture being conducted pursuant to the agreement effected by the exchange of notes signed at La Paz June 13 and 18, 1952. I am authorized by my Government to propose that this cooperative agriculture program be continued through June 30, 1960; provided, that the obligations of the two parties with respect to this program after June 30, 1955 shall be subject to the availability of funds. The above-mentioned agreement may be terminated at any time by either party giving the other 30 days written notice of intention to terminate.

TIAS 2483.
3 UST, pt. 2, p.
2978.

If this proposal is acceptable to your Excellency's Government, my Government would appreciate receiving a reply to that effect at an early date in order that the operational terms for the extension may be worked out and agreed upon. My Government will consider this note and your reply concurring therein as constituting an agreement which shall enter into force on the date of signature of an operational extension agreement [1] as referred to in the preceding sentence.

¹ Mar. 18, 1955.

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

GERALD A. DREW

His Excellency

Señor Doctor WALTER GUEVARA ARZE,
Minister of Foreign Affairs and Worship,
Republic of Bolivia.

The Bolivian Minister of Foreign Affairs and Worship to the American Ambassador

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

No. D.G.A.N. 124

LA PAZ, marzo 3 de 1955.

SEÑOR EMBAJADOR:

Tengo el honor de referirme a su atenta nota No. 98, de 25 del mes ppdo., en la cual Vuestra Excelencia me hace saber que ha sido autorizado expresamente por su Excelentísimo Gobierno para proponer la prórroga del vigente Programa Cooperativo de Agricultura hasta el 30 de junio de 1960; entendiéndose que las obligaciones de las Altas Partes Contratantes, después del 30 de junio de 1955, estarán sujetas a la disponibilidad de fondos y que el Acuerdo Mencionado podrá ser cancelado por una de ellas, dando a la otra aviso escrito 30 días antes.

Habiendo manifestado ya el Gobierno de Bolivia su deseo de que sea extendido el Programa del Servicio Cooperativo de Agricultura, dentro de los términos establecidos, en vista de las positivas ventajas que reporta al país, me complazco en expresar a Vuestra Excelencia mi completa conformidad para que tal Servicio continúe en vigencia por un plazo de cinco años más, o sea hasta el 30 de junio de 1960.

Mi Gobierno considerará la nota de Vuestra Excelencia y esta comunicación como suficiente demostración del propósito que anima a ambos países de proceder en el sentido indicado; dejándose, empero, constancia de que el presente Acuerdo entrará en vigencia cuando se firme la correspondiente prórroga del Convenio de Operaciones.

Me valgo de la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

W GUEVARA A

Al Excelentísimo señor **GERALD A. DREW**,
Embajador de los Estados Unidos de América.
Presente.-

Translation

REPUBLIC OF BOLIVIA

**MINISTRY OF FOREIGN
AFFAIRS AND WORSHIP**

No. D. G. A. N. 124

LA PAZ, March 3, 1955

MR. AMBASSADOR:

I have the honor to refer to your courteous note No. 98 of February 25, 1955, in which Your Excellency informs me that you have been expressly authorized by your Government to propose the extension of the present Cooperative Agricultural Program to June 30, 1960, on the understanding that the obligations of the High Contracting Parties, after June 30, 1955, shall be subject to the availability of funds and that the above-mentioned agreement may be terminated by either Party giving the other 30 days' written notice.

The Government of Bolivia having already expressed its desire that the Cooperative Agricultural Service Program be extended under the terms established, in view of its positive advantages to the country, I am happy to inform Your Excellency that I am entirely agreeable to continuing this Service in force for a period of five more years, or until June 30, 1960.

My Government will consider Your Excellency's note and this communication sufficient evidence of the intention of our two countries to proceed as indicated; it is, however, duly recorded that the present agreement shall enter into force when the corresponding operational extension agreement is signed.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

W GUEVARA A

His Excellency

GERALD A. DREW,
*Ambassador of the
United States of America,
City.*

TIAS 3212

BOLIVIA

Education: Cooperative Program

TIAS 3213
Feb. 25,
Mar. 3, 1955

*Agreement extending the agreement of November 22, 1950.
Effectuated by exchange of notes
Signed at La Paz February 25 and March 3, 1955;
Entered into force March 18, 1955.*

*The American Ambassador to the Bolivian Minister of Foreign
Affairs and Worship*

AMERICAN EMBASSY
La Paz, February 25, 1955.

No. 99
EXCELLENCY:

I have the honor to refer to the recent conversations between representatives of our two Governments concerning the desirability of extending beyond the present termination date of June 30, 1955 the cooperative program in education being conducted by our two Governments. In order to provide for such an extension, I am authorized by my Government to propose that the agreement between our two Governments providing for the cooperative education program effected by an exchange of notes signed at La Paz November 22, 1950, be extended through June 30, 1960; provided, that the obligations of the two parties with respect to this program after June 30, 1955 shall be subject to the availability of funds. The above-mentioned agreement may be terminated at any time by either party giving the other 30 days written notice of intention to terminate.

If this proposal is acceptable to your Excellency's Government, my Government would appreciate receiving a reply to that effect at an early date in order that the operational terms for the extension may be worked out and agreed upon. My Government will consider this note and your reply concurring therein as constituting an agreement which shall enter into force on the date of sig-

TIAS 2364.
2 UST, pt. 2, p. 2495.

nature of an operational extension agreement [1] as referred to in the preceding sentence.

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

GERALD A. DREW

His Excellency

Señor Doctor WALTER GUEVARA ARZE,
Minister of Foreign Affairs and Worship,
Republic of Bolivia.

*The Bolivian Minister of Foreign Affairs and Worship to the
American Ambassador*

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

No. D. G. A. N. 126

LA PAZ, marzo 3 de 1955.

SEÑOR EMBAJADOR:

Tengo el honor de referirme a su atenta nota No. 99, de 25 del mes ppdo., en la cual Vuestra Excelencia me hace saber que ha sido autorizado expresamente por su Excelentísimo Gobierno para proponer la prórroga del vigente Programa Cooperativo de Educación hasta el 30 de junio de 1960; entendiéndose que las obligaciones de las Altas Partes Contratantes, después del 30 de junio de 1955, estarán sujetas a la disponibilidad de fondos y que el Acuerdo mencionado podrá ser cancelado por una de ellas, dando a la otra aviso escrito 30 días antes.

Habiendo manifestado ya el Gobierno de Bolivia su deseo de que sea extendido el Programa del Servicio Cooperativo de Educación, dentro de los términos establecidos, en vista de las positivas ventajas que reporta al país, me complazco en expresar a Vuestra Excelencia mi completa conformidad para que tal Servicio continue en vigencia por un plazo de cinco años más, o sea hasta el 30 de junio de 1960.

Mi Gobierno considerará la nota de Vuestra Excelencia y esta comunicación como suficiente demostración del propósito que anima a ambos países de proceder en el sentido indicado; dejándose, empero, constancia de que el presente Acuerdo entrará en vigencia cuando se firme la correspondiente prórroga del Convenio de Operaciones.

¹ Mar. 18, 1955.

Me valgo de la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

W GUEVARA A

Al Excelentísimo señor GERALD A. DREW,
Embajador de los Estados Unidos de América.
Presente.-

Translation

REPUBLIC OF BOLIVIA

MINISTRY OF FOREIGN
 AFFAIRS AND WORSHIP

No. D. G. A. N. 126

LA PAZ, March 3, 1955.

MR. AMBASSADOR:

I have the honor to refer to your courteous note No. 99, of the 25th of last month, in which Your Excellency informs me that you have been expressly authorized by your Government to propose the extension of the present Cooperative Education Program to June 30, 1960, on the understanding that the obligations of the High Contracting Parties, after June 30, 1955, shall be subject to the availability of funds and that the above-mentioned agreement may be terminated by either party giving the other 30 days' written notice.

The Government of Bolivia having already expressed its desire that the Cooperative Educational Service Program be extended, under the terms established, in view of the positive advantages to the country, I am happy to inform Your Excellency that I am entirely agreeable to continuing this Service in force for a period of five more years, or until June 30, 1960.

My Government will consider Your Excellency's note and this communication sufficient evidence of the intention of our two countries to proceed as indicated; it is, however, duly recorded that the present agreement shall enter into force when the corresponding operational extension agreement is signed.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

W GUEVARA A

His Excellency

GERALD A. DREW,
Ambassador of the United States of America,
City.

BOLIVIA

Health and Sanitation: Cooperative Program

Agreement extending the agreement of September 18 and October 7, 1950.
Effectuated by exchange of notes

TIAS 3214
Feb. 25 and
Mar. 3, 1955

Signed at La Paz February 25 and March 3, 1955;
Entered into force March 23, 1955.

*The American Ambassador to the Bolivian Minister of Foreign
Affairs and Worship*

AMERICAN EMBASSY,
La Paz, February 25, 1955.

No. 97

EXCELLENCY:

I have the honor to refer to the recent conversations between representatives of our two Governments concerning the desirability of extending beyond the present termination date of June 30, 1955, the cooperative program in health being conducted by our two Governments. In order to provide for such an extension, I am authorized by my Government to propose that the agreement between our two Governments providing for the cooperative health program effected by an exchange of notes signed at La Paz September 18, 1950 and October 7, 1950, be extended through June 30, 1960; provided, that the obligations of the two parties with respect to this program after June 30, 1955 shall be subject to the availability of funds. The above-mentioned agreement may be terminated at any time by either party giving the other 30 days written notice of intention to terminate.

TIAS 2191.
2 UST 464.

If this proposal is acceptable to your Excellency's Government, my Government would appreciate receiving a reply to that effect at an early date in order that the operational terms for the extension may be worked out and agreed upon. My Government will consider this note and your reply concurring therein as constituting an agreement which shall enter into force on the date of signature of an operational extension agreement [1] as referred to in the preceding sentence.

¹ Mar. 23, 1955.

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

GERALD A. DREW

His Excellency

Señor Doctor WALTER GUEVARA ARZE,
Minister of Foreign Affairs and Worship,
Republic of Bolivia.

*The Bolivian Minister of Foreign Affairs and Worship to the
American Ambassador*

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

Nº D. G. A. N. 125

LA PAZ, 3 de marzo de 1955.

SEÑOR EMBAJADOR:

Tengo el honor de referirme a su atenta nota Nº 97, de 25 del mes ppdo., en la cual Vuestra Excelencia me hace saber que ha sido autorizado expresamente por su Excelentísimo Gobierno para proponer la prórroga del vigente Programa Cooperativo de Sanidad hasta el 30 de junio de 1960; entendiéndose que las obligaciones de las Altas Partes Contratantes, después del 30 de junio de 1955, estarán sujetas a la disponibilidad de fondos y que el Acuerdo mencionado podrá ser cancelado por una de ellas, dando a la otra aviso escrito 30 días antes.

Habiendo manifestado ya el Gobierno de Bolivia su deseo de que sea extendido el Programa del Servicio Cooperativo de Sanidad, dentro de los términos establecidos, en vista de las positivas ventajas que reporta al país, me complazco en expresar a Vuestra Excelencia mi completa conformidad para que tal Servicio continúe en vigencia por un plazo de cinco años más, o sea hasta el 30 de junio de 1960.

Mi Gobierno considerará la nota de Vuestra Excelencia y esta comunicación como suficiente demostración del propósito que anima a ambos países de proceder en el sentido indicado; dejándose, empero, constancia de que el presente Acuerdo entrará en vigencia cuando se firme la correspondiente prórroga del Convenio de Operaciones.

Me valgo de la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

W GUEVARA A

Al Excelentísimo señor GERALD A. DREW
Embajador de los Estados Unidos de América
Presente.—

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

No. D. G. A. N. 125

LA PAZ, March 3, 1955.

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's courteous note No. 97 of the 25th of last month, informing me that you have been expressly authorized by your Government to propose that the Cooperative Health Program in force be extended to June 30, 1960, it being understood that the obligations of the High Contracting Parties after June 30, 1955, shall be subject to the availability of funds and that the above-mentioned agreement may be terminated by either party giving the other 30 days' written notice.

The Government of Bolivia having already expressed its desire that the Cooperative Health Service Program be extended on the terms specified, in view of the positive advantages which the country derives therefrom, I take pleasure in informing Your Excellency that I am entirely agreeable to continuing the said Service for another period of five years, or until June 30, 1960.

My Government will consider Your Excellency's note and this communication to be sufficient proof of the intention of both countries to proceed as indicated; however, it is duly recorded that the present agreement shall enter into force on the date of signature of the corresponding operational extension agreement.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

W GUEVARA A

His Excellency

GERALD A. DREW,
Ambassador of the United States of America,
City.

CHINA

Defense: Loan of Vessels and Small Craft

TIAS 3215
Mar. 22 and
31, 1955

*Agreement amending the agreement of May 14, 1954.
Effect by exchange of notes
Signed at Taipei March 22 and 31, 1955;
Entered into force March 31, 1955.*

The American Ambassador to the Chinese Minister of Foreign Affairs

No. 17

AMERICAN EMBASSY
Taipei, March 22, 1955.

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two governments concerning a loan by the Government of the United States to the Government of the Republic of China of the destroyer USS RODMAN (Hull 456) and an LST (Hull 503).

I have the honor to confirm the understanding reached as a result of those conversations that the annex to my note of May 14, 1954 concerning the loan of certain vessels and small craft listed in the annex be amended to include the following:

"Vessels designated for transfer to the Government of the Republic of China:

DD USS Rodman (Hull 456)
LST (Hull 503)"

I propose that, if this understanding meets with the approval of the Government of the Republic of China, the present note and your note in reply shall be considered as constituting an agreement confirming this understanding to so amend the annex of my note No. 59 of May 14, 1954.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

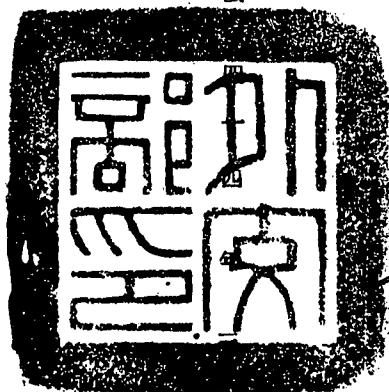
KARL L. RANKIN

His Excellency

GEORGE K. C. YEH,

*Minister of Foreign Affairs,
Republic of China.*

中華民國



月

三十一

日於台北

葉文超

美利堅合眾國駐華藍欽大使

此致

貴大使重表崇高之敬意。

本部長順向

「指定移交中華民國政府之船艦：

驛逐艦羅德門號（編號四五六）

戰車登陸艦（編號五〇三）」

「本大使建議：此項諒解，如蒙中華民國政府同意，則本照會與

貴部長之復照，即應認為構成一項協定，以證實修正本大使一九五四年五月十四日

第五十九號照會附件之諒解。」

等由。

本部長茲代表中華民國政府對於上開諒解予以證實。

The Chinese Minister of Foreign Affairs to the American Ambassador

接准

照會

外(44)美一

002977

貴大使本年三月二十二日第十七號照會內開：

『查 貴我兩國政府代表，最近曾就美國政府擬以驅逐艦羅德門號(DESTROYER

USS RODMAN) (編號四五六) 及戰車登陸艦(LST) (編號五〇三) 一船借

貸與中華民國政府事，舉行商談。

『本大使茲證實上項商談已獲取諒解，將本大使一九五四年五月十四日關於

借貸船艦及小艇之照會附件一覽表修正增列一節如下：

Translation

No. WAI(44)MEI/I-002977.

MINISTRY OF FOREIGN AFFAIRS,

Taipei, March 31, 1955

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 17, dated March 22, 1955, reading as follows:

[For the English language text of the note, see *ante*, p. 750.]

In reply, I have the honor to confirm, on behalf of the Government of the Republic of China, the above understanding.

Please accept, Excellency, the renewed assurances of my highest consideration.

GEORGE K. C. YEH

His Excellency

KARL L. RANKIN,

Ambassador of

the United States of America.

HAITI

Technical Cooperation: Rural Education

Agreement implementing the agreement of May 28, 1954.

Effectuated by exchange of notes

Signed at Port-au-Prince January 28 and February 3, 1955;

Entered into force February 9, 1955.

TIAS 3216
Jan. 28 and
Feb. 3, 1955

*The American Chargé d'Affaires ad interim to the Haitian Secretary
of State for Foreign Relations ad interim*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
PORT-AU-PRINCE, HAITI

January 28, 1955

No. 128

EXCELLENCY:

I have the honor to refer to the exchange of notes of May 28, 1954, which provided for the establishment of a Cooperative Program of Rural Education between the Government of the United States of America and the Government of Haiti. The financial contributions made by the two governments pursuant to this agreement covered the period from May 18, 1954 to December 31, 1954, and in Article VI, paragraph 4 of the agreement there is the provision that:

TIAS 3035.
5 UST, pt. 2, p. 1579.

"The parties may later agree in writing upon the amount of funds that each will contribute each year for use in carrying out the program during the period from December 31, 1954 through September 30, 1959".

In implementation of this paragraph 4 of Article VI, I am authorized by my Government to propose that henceforth the two parties may make financial contributions to the cooperative rural education program in accordance with arrangements to be entered into between the Director of the United States Operations Mission to Haiti and the Secretary of State for Education of Haiti, or any successor officials or other authorized representatives of the two parties.

If this proposal is acceptable to Your Excellency's Government, my Government would appreciate receiving a reply to that effect at an early date in order that the above-mentioned officials may work out and agree upon future financial contributions.

My Government will consider this note and your reply concurring therein as constituting an agreement which shall enter into force on the date of signature of an operational extension agreement [¹] as referred to in the preceding paragraph.

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

MILTON BARALL
Charge d'Affaires ad interim

His Excellency

M. ROGER DORSINVILLE,
*Secretary of State for Foreign Relations, a.i.,
Port-au-Prince.*

*The Haitian Secretary of State for Foreign Relations ad interim to
the American Chargé d'Affaires ad interim*

Secrétairerie d'Etat
des
Relations Extérieures
COMITE PERMANENT
POUR
L'ASSISTANCE TECHNIQUE
SG/AT 215.

RÉPUBLIQUE D'HAÏTI
Port-au-Prince le 3 Février 1955.

MONSIEUR LE CHARGÉ D'AFFAIRES,
J'ai le plaisir d'accuser réception de votre Note du 28 janvier 1955 No-126 dont les termes traduits en français sont les suivants:

"Excellence:

J'ai l'honneur de me référer à l'échange de Notes effectué le 28 Mai 1954 prévoyant l'établissement d'un Programme Coopératif d'Education Rurale entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement d'Haïti. Les Contributions financières faites par les deux Gouvernements en exécution de cet Accord couvriraient la période du 18 Mai au 31 Décembre 1954 et l'Article VI paragraphe 4 de cet Accord dispose que:

"Les parties pourront par la suite se mettre d'accord par écrit, sur le montant que chacune d'elles versera chaque année, pour l'exécution du programme, durant la période s'étendant du 31 Décembre 1954 au 30 Septembre 1959".

¹ Feb. 9, 1955.

"En exécution de ce paragraphe 4 de l'Article VI, Je suis autorisé par mon Gouvernement à proposer que dès maintenant les deux parties prennent leurs dispositions pour fixer les contributions financières au programme coopératif d'éducation rurale conformément aux arrangements à intervenir entre le Directeur de la Mission des opérations en Haiti et le Secrétaire d'Etat de l'Education d'Haiti ou tous autres remplaçants officiels ou Représentants autorisés deux parties.

"Si cette proposition est trouvée acceptable par le Gouvernement de Votre Excellence mon Gouvernement apprécierait de recevoir une réponse à cet effet à une date aussi rapprochée que possible, afin que les officiels sus-mentionnés puissent convenir des futures contributions financières.

"Mon Gouvernement considérera cette note et votre réponse y relative comme constituant un Accord qui entrera en vigueur à la date de la signature d'un Accord réglementant les détails techniques comme indiqué au paragraphe précédent.

"Agréez, Excellence, les assurances renouvelées de ma très haute considération.

Milton BARALL
Chargé d'Affaires ad intérim"

En réponse à cette note, il m'est agréable de vous informer que le Secrétaire d'Etat de l'Education Nationale a chargé le Directeur Général de l'Education Nationale d'arrêter avec le Directeur de la Mission des Opérations en Haiti le montant des contributions à verser chaque année par nos deux Gouvernements pour l'exécution du programme coopératif d'éducation rurale pendant la période s'étendant du 31 Décembre 1954 au 30 Septembre 1959.

Je saisiss cette occasion, Monsieur le Chargé d'Affaires, pour vous renouveler l'assurance de ma considération très distinguée.

DORSINVILLE
Roger Dorsinville
Secrétaire d'Etat a.i.

Monsieur MILTON BARALL
Chargé d'Affaires a.i. des Etats Unis
d'Amérique
Port au Prince

Translation

Department of State
for
Foreign Relations
PERMANENT COMMITTEE
FOR
TECHNICAL ASSISTANCE
SG/AT 215

REPUBLIC OF HAITI
Port-au-Prince, February 3, 1955.

MR. CHARGÉ D'AFFAIRES:

I take pleasure in acknowledging receipt of your note No. 126 of January 28, 1955, the text of which, translated into French, is as follows:

[For the English language text of the note, see *ante*, p. 755.]

In reply to this note, I am happy to inform you that the Secretary of State for National Education has instructed the Director General of National Education to fix with the Director of the Operations Mission in Haiti the amount of the contributions to be paid each year by our two Governments for the execution of the cooperative rural education program during the period from December 31, 1954, to September 30, 1959.

I avail myself of this occasion, Mr. Chargé d'Affaires, to renew to you the assurance of my very distinguished consideration.

DORSINVILLE
Roger Dorsinville
Secretary of State ad interim

Mr. MILTON BARALL,
Chargé d'Affaires ad interim
of the United States of America,
Port-au-Prince.

HAITI

Food Production: Cooperative Program

Agreement extending the agreement of September 18 and 27, 1950.

TIAS 3217
Jan. 28 and
Feb. 3, 1955

Effectuated by exchange of notes

Signed at Port-au-Prince January 28 and February 3, 1955;

Entered into force March 24, 1955.

*The American Chargé d'Affaires ad interim to the Haitian Secretary
of State for Foreign Relations ad interim*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
PORT-AU-PRINCE, HAITI

January 28, 1955

No. 123

EXCELLENCY:

I have the honor to refer to the recent conversations between representatives of our two Governments concerning the desirability of extending beyond the present termination date of June 30, 1955, the cooperative program in agriculture being conducted by our two Governments. In order to provide for such an extension, I am authorized by my Government to propose that the agreement between our two Governments providing for the cooperative agriculture program effected by an exchange of notes signed at Port-au-Prince September 18, 1950 and September 27, 1950, be extended through June 30, 1960; provided, that the obligations of the two parties with respect to this program after June 30, 1955 shall be subject to the availability of funds. The above-mentioned agreement may be terminated at any time by either party giving the other 30 days written notice of intention to terminate. It is understood that the two parties may make financial contributions to the cooperative agriculture program pursuant to arrangements entered into by the Director of the United States Operations Mission to Haiti and the Secretary of State for Agriculture of Haiti, or their designees, or by any successor officials or other authorized representatives of the two parties.

TIAS 2184.
1 UST 780.

If this proposal is acceptable to Your Excellency's Government, my Government would appreciate receiving a reply to that effect at an early date in order that the above-mentioned officials may work out and agree upon the operational terms for the extension. My Government will consider this note and your reply concurring therein as constituting an agreement which shall enter into force on the date of signature of an operational extension agreement [¹] as referred to in the preceding sentence.

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

MILTON BARALL
Chargé d'Affaires ad interim

His Excellency

M. ROGER DORSINVILLE,
*Secretary of State for Foreign Relations, a. i.,
Port-au-Prince.*

*The Haitian Secretary of State for Foreign Relations ad interim to
the American Chargé d'Affaires ad interim*

SECRÉTAIRERIE D'ETAT
des
RELATIONS EXTÉRIEURES
COMITÉ PERMANENT
POUR
L'ASSISTANCE TECHNIQUE
SG/AT/216

RÉPUBLIQUE D'HAÏTI
Port-au-Prince, le 3 février 1955.

MONSIEUR LE CHARGÉ D'AFFAIRES,

J'ai le plaisir d'accuser réception de votre Note du 28 janvier écoulé, no. 123, dont les termes traduits en français sont les suivants:

"Excellence,

J'ai l'honneur de me référer aux récentes Conversations qui ont eu lieu entre les représentants de nos deux Gouvernements au sujet de l'opportunité de proroger au-delà de l'actuelle date d'expiration du 30 juin 1955, le programme coopératif dont nos deux gouvernements poursuivent l'exécution dans le domaine de l'Agriculture. Afin d'arriver à cette prorogation, je suis autorisé par mon Gouvernement à proposer que l'accord prévoyant le programme coopératif d'Agriculture, intervenu entre nos deux gouvernements par l'échange de notes signées à Port-au-Prince le 18 septembre 1950 et le 27 septembre 1950, soit prolongé jusqu'au

¹ Mar. 24, 1955.

30 juin 1960, pourvu que les obligations des deux parties en ce qui concerne le programme soient soumises, après le 30 juin 1955, à la condition que des fonds soient disponibles. L'une ou l'autre partie pourra mettre fin à l'accord sus-mentionné en notifiant à l'autre par écrit, 30 jours à l'avance, son intention de ce faire. Il demeure entendu que les deux parties pourront faire des contributions financières au programme coopératif d'Agriculture conformément aux arrangements conclus par le Directeur de la Mission des Opérations des Etats-Unis en Haïti et le Secrétaire d'Etat de l'Agriculture, ou par des personnes désignées par eux ou par tous autres fonctionnaires qui les remplacent ou tous autres représentants autorisés des deux parties.

"Si cette proposition est trouvée acceptable par le Gouvernement de Votre Excellence, mon Gouvernement apprécierait de recevoir à une date aussi rapprochée que possible une réponse dans ce sens, afin que les fonctionnaires sus-mentionnés puissent travailler à la mise au point des détails techniques de cette prorogation.

"Mon Gouvernement considèrera cette note et Votre réponse y relative comme constituant un accord qui entrera en vigueur à la date de la signature d'un accord règlementant les détails techniques de la prorogation, comme indiqué au paragraphe précédent.

"Veuillez agréer, Excellence, l'assurance de ma très haute considération.

MILTON BARALL
Chargé d'Affaires ad interim"

En réponse à cette Note, il m'est agréable de vous informer que le Gouvernement haïtien accepte la demande de prorogation qui y est contenue et, comme suggéré, la dite Note et la présente réponse seront considérées comme constituant un Accord entre nos deux Gouvernements, lequel Accord entrera en vigueur à la date de la signature d'un Accord règlementant les détails techniques de la prorogation.

Agréez, Monsieur le Chargé d'Affaires, l'assurance de ma considération très distinguée.

DORSINVILLE

Roger Dorsinville
Secrétaire d'Etat a. i.

Monsieur MILTON BARALL,
Chargé d'Affaires a. i. des Etats-
Unis d'Amérique.
Port-au-Prince.

Translation

DEPARTMENT OF STATE
FOR
FOREIGN RELATIONS
PERMANENT COMMITTEE
FOR
TECHNICAL ASSISTANCE
SG/AT/216

REPUBLIC OF HAITI
Port-au-Prince, February 3, 1955.

MR. CHARGÉ D'AFFAIRES:

I take pleasure in acknowledging receipt of your note No. 123 of January 28, 1955, the text of which, translated into French, is as follows:

[For the English language text of the note, see *ante*, p. 759.]

In reply to this note, I am happy to inform you that the Haitian Government accepts the request for extension contained therein and, as suggested, the said note and the present reply shall be considered as constituting an agreement between our two Governments which shall enter into force on the date of signature of an agreement regulating the technical details of the extension.

Accept, Mr. Chargé d'Affaires, the assurance of my very distinguished consideration.

DORSINVILLE

Roger Dorsinville
Secretary of State ad interim

Mr. MILTON BARALL,
Charge d'Affaires ad interim
of the United States of America,
Port-au-Prince.

CANADA

ESTABLISHMENT IN CANADA OF WARNING AND CONTROL SYSTEM AGAINST AIR ATTACK

*Agreement effected by exchange of notes
Signed at Washington May 5, 1955;
Entered into force May 5, 1955.*

TIAS 3218
May 5, 1955

The Canadian Ambassador to the Secretary of State

CANADIAN EMBASSY
AMBASSADE DU CANADA

WASHINGTON, D. C.

No. 806

May 5, 1955

SIR,

I have the honour to refer to my Note No. 791 of November 16, 1954, [¹] regarding the joint establishment by Canada and the United States of America of a comprehensive warning and control system against air attack. My Note read in part as follows:

"The Canadian Government has now considered a proposal put forward through the Permanent Joint Board on Defence that the construction of the Distant Early Warning element of the over-all joint Canada-United States warning system should be the responsibility of the United States Government. The Canadian Government concurs in this proposal subject to the conclusion at an early date of an agreement as to the terms which shall govern the work. At the same time, however, the Canadian Government wishes to state its intention to participate in the project, the nature and extent of such participation to be determined in the near future."

I am instructed by my Government to inform you that its participation during the construction phase of the project will consist of giving assistance to the United States authorities in organizing and using Canadian resources, and to helping by making available the facilities of the armed forces and other agencies of the Canadian Government when appropriate. I am also instructed to state that the Canadian Government intends to participate effectively in the operation and maintenance phase of the project, the char-

¹ Not printed.

acter of such participation to be determined on the basis of studies to be carried out during the construction phase.

My Government now proposes that the annexed conditions should govern the establishment by the United States of a distant early warning system in Canadian territory. If these conditions are acceptable to your Government, I suggest that this Note and your reply should constitute an agreement effective from the date of your reply.

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

A. D. P. HEENEY.

The Honourable JOHN FOSTER DULLES,
Secretary of State of the United States,
Washington, D. C.

ANNEX**Statement of Conditions to
Govern the Establishment of
a Distant Early Warning
System in Canadian Territory**

(In this Statement of Conditions, unless the context otherwise requires, "Canada" means the Government of Canada; "United States" means the Government of the United States of America; "Distant Early Warning (DEW) System" means all the detection stations, communications installations (including relay stations), and ancillary facilities, making up that part of the System in Canada; "RCAF" means the Royal Canadian Air Force, and "USAF" means the United States Air Force.)

1. Sites

The location and size of all airstrips and the location of all sites, roads, wharves and jetties, required for the DEW System in Canada shall be a matter of mutual agreement by the appropriate agencies of the two Governments. Canada will acquire and retain title to all lands required for the system. Canada grants and assures to the United States, without charge, such rights of access, use, and occupancy as may be required for the construction, equipment and operation of the system.

2. Liaison Arrangements

It is anticipated that the United States will carry out the construction of the DEW System through a management contractor appointed by the United States. It is understood that the United States and the management contractor will establish a DEW Project Office, and that the participation of interested Canadian Government agencies in the Project Office is desired to the extent necessary for consultation on matters covered in this statement of conditions. In addition, the Canadian Government may decide to appoint a Special Commissioner for the Project, and to assign liaison officers to the construction operations in Northern Canada.

3. Plans

Plans of the buildings, airstrips, roads (including access roads) and similar facilities, information concerning use of local materials, such as rock fill, sand and gravel, and information concerning other arrangements related to construction and major items of equip-

ment, shall, if requested, be supplied to the appropriate Canadian authorities in sufficient detail to give an adequate idea of the scope of the proposed construction. Canadian officials shall have the right of inspection during construction. Proposals for subsequent construction, or major alterations, shall be discussed with the appropriate Canadian authorities.

4. Provision of Electronic Equipment

The Canadian Government reaffirms the principle that electronic equipment at installations on Canadian territory should, as far as practicable, be manufactured in Canada. The question of practicability must, in each case, be a matter for consultation between the appropriate Canadian and United States agencies to determine the application of the principle. The factors to be taken into account shall include availability at the time period required, cost and performance. For the purpose of applying these principles to the DEW line, the DEW Project Office shall be used as far as possible as the instrument for effective consultation between the Canadian and United States agencies concerned.

5. Construction and Procurement (other than Electronic Equipment)

- (a) Canadian contractors will be extended equal consideration with United States contractors in the awarding of construction contracts, and Canadian and United States contractors shall have equal consideration in the procurement of materials, equipment and supplies in either Canada or the United States;
- (b) Contractors awarded a contract for construction in Canada will be required to give preference to qualified Canadian labour for such construction. The rates of pay and working conditions for this labour will be set after consultation with the Canadian Department of Labour in accordance with the Canadian Fair Wages and Hours of Labour Act.

6. Canadian Law

Nothing in this Agreement shall derogate from the application of Canadian law in Canada, provided that, if in unusual circumstances its application may lead to unreasonable delay or difficulty in construction or operation, the United States authorities concerned may request the assistance of Canadian authorities in seeking appropriate alleviation. In order to facilitate the rapid and efficient construction of the DEW System, Canadian authorities will give sympathetic consideration to any such request submitted by United States Government authorities.

Particular attention is directed to the ordinances of the Northwest Territories and Yukon Territory, including those relating to the following:

- (a) No game or wildlife shall be taken or molested in the Northwest Territories. Licences to hunt in Yukon Territory may be purchased from representatives of the Yukon Territorial Government.
- (b) No objects of archaeological interest or historic significance in the Northwest Territories or Yukon Territory will be disturbed or removed therefrom without first obtaining the approval of the Canadian Department of Northern Affairs and National Resources.

7. *Operation and Manning*

- (a) The extent of Canadian participation in the initial operation and manning of the DEW System shall be a matter for later decision by Canada after full consultation with the United States. It is understood that, in any event, Canada reserves the right, on reasonable notice, to take over the operation and manning of any or all of the installations. Canada will ensure the effective operation, in association with the United States, of any installations it takes over.
- (b) Subject to the foregoing, the United States is authorized to station personnel at the sites, and to operate the DEW System, in accordance with the principles of command in effect from time to time between the military authorities of the two countries. The overall manning policy as between the employment of military and civilian personnel shall be the subject of consultation and agreement between the two Governments.

8. *Financing*

Unless otherwise provided by Canada, the costs of construction and operation of the DEW System shall be the responsibility of the United States, with the exception of Canadian military personnel costs if Canada should man any of the installations.

9. *Period of Operation of the System*

Canada and the United States agree that, subject to the availability of funds, the DEW System shall be maintained in operation for a period of ten years or such shorter period as shall be agreed by both countries in the light of their mutual defence interests.

Thereafter, in the event that either Government concludes that any or all of the installations are no longer required, and the other Government does not agree, the question of continuing need will be referred to the Permanent Joint Board on Defence. In considering the question of need, the Permanent Joint Board on Defence will take into account the relationship of the DEW System to other radar installations established in the mutual defence interest of the two countries. Following consideration by the Permanent Joint Board on Defence, as provided above, either Government may decide that the installations in question shall be closed, in which case the arrangements shown in paragraph 10 below regarding ownership and disposition of the installations will apply.

10. *Ownership of Removable Property*

Ownership of all removable property brought into Canada or purchased in Canada and placed on the sites, including readily demountable structures, shall remain in the United States. The United States shall have the unrestricted right of removing or disposing of all such property, PROVIDED that the removal or disposition shall not impair the operation of any installation whose discontinuance had not been determined in accordance with the provisions of paragraph 9 above, and PROVIDED further that removal or disposition takes place within a reasonable time after the date on which the operation of the installation has been discontinued. The disposal of United States excess property in Canada shall be carried out in accordance with the provisions of the Exchange of Notes of April 11 and 18, 1951, between the Secretary of State for External Affairs and the United States Ambassador in Ottawa, concerning the disposal of excess property.

TIAS 2298.
2 UST, pt. 2, p. 1566.

11. *Telecommunications*

The United States military authorities shall obtain the approval of the Canadian Department of Transport, through the Royal Canadian Air Force, for the establishment and operation (including the assignment of frequencies) of radio stations in Canadian territory. The provision of telecommunications circuits (both radio and land-line) required during the construction period and thereafter will be the subject of consultation between the appropriate authorities of the two governments, having regard to the desirability of using existing military circuits and existing Canadian public carriers where this may be feasible.

12. *Scientific Information*

Any geological, topographical, hydrographical, geophysical, or other scientific data obtained in the course of the construction or operation of the DEW System shall be transmitted to the Canadian Government.

13. *Matters Affecting Canadian Eskimos*

The Eskimos of Canada are in a primitive state of social development. It is important that these people be not subjected unduly to disruption of their hunting economy, exposure to diseases against which their immunity is often low, or other effects of the presence of white men which might be injurious to them. It is therefore necessary to have certain regulations to govern contact with and matters affecting Canadian Eskimos. The following conditions are set forth for this purpose:

- (a) Any matters affecting the Eskimos, including the possibility of their employment in any area and the terms and arrangements for their employment, if approved, will be subject to the concurrence of the Department of Northern Affairs and National Resources.
- (b) All contact with Eskimos, other than those whose employment on any aspect of the project is approved, is to be avoided except in cases of emergency. If, in the opinion of the Department of Northern Affairs and National Resources, more specific provision in this connection is necessary in any particular area, the Department may, after consultation with the United States, prescribe geographical limits surrounding a station beyond which personnel associated with the project, other than those locally engaged may not go or may prohibit the entry of such personnel into any defined area.
- (c) Persons other than those locally engaged shall not be given leave or facilities for travel in the Canadian Arctic (other than in the course of their duties in operation of the project) without the approval of the Department of Northern Affairs and National Resources, or the Royal Canadian Mounted Police acting on its behalf.

- (d) There shall be no local disposal in the north of supplies or materials of any kind except with the concurrence of the Department of Northern Affairs and National Resources, or the Royal Canadian Mounted Police acting on its behalf.
- (e) Local disposal of waste shall be carried out in a manner acceptable to the Department of Northern Affairs and National Resources, or the Royal Canadian Mounted Police acting on its behalf.
- (f) In the event that any facilities required for the system have to encroach on or disturb past or present Eskimo settlements, burial places, hunting grounds, etc., the United States shall be responsible for the removal of the settlement, burial ground, etc., to a location acceptable to the Department of Northern Affairs and National Resources.

14. *Canadian Immigration and Customs Regulations*

- (a) Except as otherwise agreed, the direct entry of United States personnel into the Northwest Territories or Yukon Territory from outside Canada shall be in accordance with Canadian customs and immigration procedures which will be administered by local Canadian officials designated by Canada.
- (b) Canada will take the necessary steps to facilitate the admission into the territory of Canada of such United States citizens as may be employed on the construction or operation of the DEW System, it being understood that the United States will undertake to repatriate at its expense any such persons if the contractors fail to do so.

15. *Use of Air Strips*

Air strips at installations in the DEW System shall be used by the United States solely for the support of the System. If it should be desired at any time by the United States to use an air strip for other purposes, requests should be forwarded through appropriate channels. The air strips shall be available for use by the RCAF as required. The air strips shall also be available for use by Canadian civil air carriers operating into or through the area, whenever such use would not conflict with military requirements, and SUBJECT to the understanding that the United States Air Force will not be responsible for the provision of accommodation, fuel, or servicing facilities of any kind. Proposals and arrangements for such use of USAF operated air strips by Canadian air carriers shall be submitted to the RCAF, which shall consult the USAF before granting any such permission.

16. Landing Facilities

Landing facilities at any of the stations on tidewater will be available for use by Canadian Government ships and ships employed on Canadian Government business.

17. Transportation

Canadian commercial carriers will to the fullest extent practicable be afforded the opportunity to participate in movements of project materials, equipment and personnel within Canada. The United States will select the means of transportation and specific carriers for the movement of materiel, equipment, and personnel from points outside of Canada to DEW System sites, provided that in the case of air carriers applicable civil air transport agreements and procedures shall be observed.

18. Resupply Arrangements

Because of the special conditions in the Canadian Arctic, the Canadian Government has a particular interest in the arrangements for the resupply of the DEW System. These arrangements shall therefore be a matter for later consultation and agreement between the two Governments.

19. Taxes

The Canadian Government will grant remission of customs duties and excise taxes on goods imported and of federal sales and excise taxes on goods purchased in Canada which are or are to become the property of the United States Government and are to be used in the construction and/or operation of the DEW System, as well as refunds by way of drawback of the customs duty paid on goods imported by Canadian manufacturers and used in the manufacture or production of goods purchased by or on behalf of the United States Government and to become the property of the United States Government for the construction of the system.

20. Status of Forces

The "Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces", signed in London on June 19, 1951, shall apply.

TIAS 2846.
4 UST, pt. 2, p.
1792.

21. Supplementary Arrangements and Administrative Agreements

Supplementary arrangements or administrative agreements between authorized agencies of the two Governments may be made from time to time for the purpose of carrying out the intent of this agreement.

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE
WASHINGTON

May 5, 1955

EXCELLENCY:

I have the honor to acknowledge your Note No. 306 of May 5, 1955. You refer to the construction by the United States of the Distant Early Warning element of a comprehensive warning and control system, being established jointly by the United States and Canada, and annex a statement of conditions to govern the establishment of this line in Canadian territory which were developed in discussion between representatives of the two Governments.

The United States Government notes the intentions of your Government with regard to participation in the construction, operation and maintenance of the project and both concurs in the conditions annexed to your Note and confirms that your Note and this reply shall constitute an agreement of our two Governments effective today.

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

For the Secretary of State:

ROBERT MURPHY

His Excellency

A. D. P. HEENEY

Ambassador of Canada

ECUADOR

AIR FORCE MISSION

Agreement extending the military aviation mission agreement of December 12, 1940, as amended and extended.

TIAS 3219
May 10, 23, 1955

Effectuated by exchange of notes

Signed at Washington May 10 and 23, 1955;

Entered into force May 23, 1955;

Operative retroactively December 12, 1950.

The Ecuadoran Ambassador to the Secretary of State

EMBAJADA DEL ECUADOR
WASHINGTON

MAYO 10, 1955
No. 79

EXCELENCIA:

Tengo a honra dirigirme a Vuestra Excelencia, debidamente instruido por mi Gobierno, dando a conocer que la República del Ecuador de halla interesada en intercambiar las correspondientes notas para prorrogar el Convenio sobre la Misión de la Fuerza Aérea Norteamericana en el Ecuador, desde el 12 de diciembre de 1950, hasta el momento en que pueda ser terminado el referido Convenio de conformidad con lo previsto en sus Artículos IV y V.

Dejo en esta forma modificada mi comunicación No. 167, de noviembre 30 de 1954, y contestada la comunicación del Departamento de Estado de febrero 25 del presente año.

Con esta oportunidad, renuevo a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

JOSE R. CHIRIBOGA V

Dr. José R. Chiriboga V.
Embajador del Ecuador

A Su Excelencia

JOHN FOSTER DULLES,

Secretario de Estado.

Washington, D.C.

Translation

EMBASSY OF ECUADOR
WASHINGTON

MAY 10, 1955
No. 79

EXCELLENCY:

Pursuant to instructions from my Government, I have the honor to inform Your Excellency that the Republic of Ecuador is interested in exchanging notes to extend the agreement regarding the United States Air Force Mission to Ecuador from December 12, 1950, until such time as the aforesaid agreement may be terminated in accordance with Articles IV and V thereof.

I thus modify my communication No. 167 of November 30, 1954, [¹] and make reply to the communication of the Department of State dated February 25 of this year. [¹]

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

JOSE R. CHIRIBOGA V

Dr. José R. Chiriboga V.
Ambassador of Ecuador

His Excellency

JOHN FOSTER DULLES,
*Secretary of State,
Washington, D. C.*

The Secretary of State to the Ecuadoran Ambassador

DEPARTMENT OF STATE
WASHINGTON

May 23 1955

EXCELLENCY:

I have the honor to refer to your note No. 79 of May 10, 1955 in which you state that it is the desire of your Government to extend, effective as of December 12, 1950 and continuing until such time as it may be terminated under the provisions of either

¹ Not printed.

Article 4 or Article 5 thereof, the Agreement of December 12, 1940 as amended and extended, which provides for the establishment of a United States Air Force Mission to Ecuador. This Agreement was modified by an additional article on April 30, 1941 to run concurrently with the Agreement, extended for a period of four years by an exchange of notes of June 13 and July 13, 1944 [1] and extended with amendments for an additional period of two years by an exchange of notes of March 23 and May 17, 1949.

EAS 189, 207; TIAS
1942.
54 Stat. 2438; 55 Stat.
1266; 63 Stat., pt. 3,
p. 2543.

I am pleased to inform you that the Government of the United States of America agrees to the extension of the Agreement of December 12, 1940, as amended and extended, effective as of December 12, 1950, until such time as it may be terminated under the provisions of either Article 4 or Article 5 thereof.

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

For the Secretary of State:

EDWARD J. SPARKS

His Excellency

Señor Dr. José R. CHIRIBOGA V.,
Ambassador of Ecuador.

¹ Not printed.

ECUADOR

NAVAL MISSION

*Agreement extending the agreement of December 12, 1940,
as modified and extended.*

TIAS 3220
Aug. 30, Dec. 6,
1954

Effectuated by exchange of notes

*Dated at Washington August 30 and December 6, 1954;
Entered into force December 6, 1954.*

The Ecuadorian Ambassador to the Secretary of State

EMBAJADA DEL ECUADOR
WASHINGTON

AGOSTO 30, 1954

EXCELENCIA:

Siguiendo instrucciones impartidas por mi Gobierno, cumplo con el deber de manifestar al H. Departamento de Estado lo siguiente:

De conformidad con el contenido del Artículo 3o. del Acuerdo No. 188 firmado el 12 de diciembre de 1940 y el Artículo adicional No. 206 firmado el 30 de abril de 1941, el Gobierno del Ecuador solicita la renovación, por un período indefinido, del Acuerdo No. 188, suscrito entre el Gobierno de los Estados Unidos de Norteamérica y el Gobierno del Ecuador, el cual se termina el 11 de diciembre de 1954, a las 2,400 horas, en relación al establecimiento de la Misión Naval en el Ecuador.

Al efectuar la renovación del referido Convenio, será necesario tomar en cuenta los siguientes detalles:

Un Lieutenant Commander (1100) USN, con experiencia de Comandante o Segundo Comandante de un Destroyer, para Sub-Jefe de la Misión Naval, en lugar de un Commander (1300) USN.

Y que los siguientes miembros adicionales sean agregados a la Misión Naval, para actuar como consejeros de Aviación Naval en conexión con el Escuadrón de PBY-5A, que será operado por la Marina del Ecuador para patrullar las aguas territoriales.

Un Lieutenant (1300) USN, con experiencia en PBY-5A, para actuar como consejero.

Un Chief Aviation Machinist Mate.

Un Chief Aviation Metalmith.

Mucho agradeceré a Vuestra Excelencia que se sirva dar a este asunto el correspondiente trámite.

Con esta oportunidad, renuevo a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

JOSE R. CHIRIBOGA V

Dr. José R. Chiriboga V.

Embajador del Ecuador

A Su Excelencia

JOHN FOSTER DULLES,

Secretario de Estado.

Washington, D. C.

No. 126

Translation

EMBASSY OF ECUADOR
WASHINGTON

AUGUST 30, 1954

EXCELLENCY:

In compliance with instructions received from my Government, I have the honor to inform the Department of State as follows:

EAS 188,
54 Stat. 2430.
EAS 206,
55 Stat. 1263.

Pursuant to Article 3 of Agreement No. 188 [¹] signed on December 12, 1940, and additional Article No. 206 [²] signed on April 30, 1941, the Government of Ecuador requests the renewal, for an indefinite period, of Agreement No. 188 [¹] between the Government of the United States of America and the Government of Ecuador, which expires at 12:00 p. m. on December 11, 1954, regarding the establishment of the Naval Mission in Ecuador.

In renewing the said agreement, it will be necessary to take into account the following details:

Instead of a Commander (1300) USN, a Lieutenant Commander (1100) USN, with experience as the Commanding Officer or Second in Command of a destroyer, for Assistant Chief of the Naval Mission.

The addition of the following members to the Naval Mission to serve as naval aviation advisers in connection with the squadron of PBY-5As, which will be used by the Navy of Ecuador to patrol the territorial waters:

¹ This number refers to the Executive Agreement Series 188.

² This number refers to the Executive Agreement Series 206.

A Lieutenant (1300) USN, having experience with PBY-5As, to serve as an adviser;

A Chief Aviation Machinist's Mate;
A Chief Aviation Metalsmith.

I shall be grateful if Your Excellency will be good enough to take appropriate steps with regard to this matter.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

JOSE R. CHIRIBOGA V.

Dr. José R. Chiriboga V.
Ambassador of Ecuador

His Excellency

JOHN FOSTER DULLES,
Secretary of State,
Washington, D.C.

No. 126

The Secretary of State to the Ecuadoran Ambassador

DEPARTMENT OF STATE
WASHINGTON
December 6 1954

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. 126 of August 30, 1954 requesting an indefinite extension of the Naval Mission Agreement of December 12, 1940, as amended and extended, and certain changes in the composition of the Naval Mission.

I am pleased to inform Your Excellency that the Government of the United States of America agrees to the extension, effective as of December 12, 1954, of the Naval Mission Agreement signed at Washington on December 12, 1940, as amended and extended.

In accordance with the request of Your Excellency's Government, this Agreement as thus extended, will remain in force until such time as it may be terminated under either Article 4 or Article 5 of the Agreement of December 12, 1940.

TIAS 1944.
63 Stat., pt. 3, p. 2547.
TIAS 2478.
3 UST, pt. 2, p. 2957.

The request of Your Excellency's Government for changes in the composition of the Naval Mission is the subject of a separate note to your Excellency of even date.^[1]

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

For the Secretary of State:

E J S

His Excellency

Señor Dr. José R. CHIRIBOGA V.,
Ambassador of Ecuador.

¹ Not printed

ECUADOR

Army Mission

Agreement amending and extending the military mission agreement of June 29, 1944, as amended and extended. TIAS 3221
May 10 and 26,
1955

Effectuated by exchange of notes

*Signed at Washington May 10 and 26, 1955;
Entered into force May 26, 1955;
Operative retroactively September 21, 1952.*

The Ecuadorian Ambassador to the Secretary of State

EMBAJADA DEL ECUADOR
WASHINGTON

MAYO 10, 1955

No. 78

EXCELENCIA:

Debidamente autorizado por mi Gobierno, tengo a honra dirigirme a Vuestra Excelencia haciendo referencia al Convenio sobre la Misión Militar suscrito entre los Gobiernos de las Repúblicas del Ecuador y de los Estados Unidos de América, el 29 de junio de 1944, Convenio que fué prorrogado por un período de cuatro años, mediante intercambio de notas de julio 8, julio 12, agosto 23 y septiembre 21 de 1948.

Mi Gobierno se halla interesado en extender el referido Convenio desde septiembre 21 de 1952 en adelante, hasta el tiempo en que pueda ser terminado de acuerdo con las disposiciones contenidas en los Artículos IV y V.

El Gobierno del Ecuador desea insinuar los siguientes cambios o enmiendas en el texto del Convenio:

- a) Sustituir las palabras "Military Mission" (Misión Militar) por las palabras "Army Mission" (Misión del Ejército), de modo que el Convenio se llamaría en adelante "Army Mission Agreement" (Convenio sobre Misión del Ejército);
- b) En el Artículo VI sustituir las palabras "War Department" (Departamento de Guerra), por las palabras "Department of the Army" (Departamento del Ejército).

En esta forma dejo modificada mi nota No. 168, de noviembre 30 de 1954, deseando mi Gobierno llevar a cabo la prorroga del Convenio mediante el correspondiente intercambio de notas.

Acepte Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

José R. CHIRIBOGA V

Dr. José R. Chiriboga V.

Embajador del Ecuador

A Su Excelencia

JOHN FOSTER DULLES,

Secretario de Estado.

Washington, D.C.

Translation

EMBASSY OF ECUADOR
WASHINGTON

MAY 10, 1955

No. 78

EXCELLENCY:

Having been duly authorized by my Government, I have the honor to address Your Excellency with reference to the Military Mission Agreement between the Governments of the Republics of Ecuador and the United States of America, signed on June 29, 1944, which was extended for a period of four years by an exchange of notes of July 8, July 12, August 23, and September 21, 1948.

My Government is interested in extending the aforesaid agreement from September 21, 1952, until such time as it may be terminated in accordance with the provisions contained in Articles 4 and 5.

The Government of Ecuador desires to make the following changes or emendations in the text of the agreement:

- (a) Substitute the words "Army Mission" for the words "Military Mission," so that the agreement will henceforth be known as "Army Mission Agreement";
- (b) In Article 6 substitute the words "Department of the Army" for the words "War Department."

I am accordingly amending my note No. 168, of November 30, 1954, [¹] since my Government desires to extend the agreement by the usual exchange of notes.

¹ Not printed.

Accept, Excellency, the assurances of my highest and most distinguished consideration.

José R. CHIRIBOGA V
Dr. José R. Chiriboga V.
Ambassador of Ecuador

His Excellency

JOHN FOSTER DULLES,
Secretary of State,
Washington, D. C.

The Secretary of State to the Ecuadoran Ambassador

DEPARTMENT OF STATE
WASHINGTON
May 26, 1955

EXCELLENCY:

I have the honor to refer to your note No. 78 of May 10, 1955 in which you state that it is the desire of your Government to amend the Preamble and Article 6 of the Agreement of June 29, 1944 and, as thus amended, to extend, effective as of September 21, 1952 and continuing until such time as it may be terminated under the provisions of either Article 4 or Article 5 thereof, the Agreement of June 29, 1944 which provides for the establishment of a United States Army Mission to Ecuador. This Agreement has previously been extended with amendments for a period of four years by an exchange of notes of July 8 and 12, August 23 and September 21, 1948.

I am pleased to inform you that the Government of the United States of America agrees to the amendments proposed in your note No. 78 and to the extension effective as of September 21, 1952 of the Agreement of June 29, 1944, as amended and extended, until such time as it may be terminated under the provisions of either Article 4 or Article 5 thereof.

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

For the Secretary of State:
EDWARD J. SPARKS

His Excellency

Señor Dr. José R. CHIRIBOGA V.,
Ambassador of Ecuador.

CUBA

NAVAL MISSION

TIAS 3222
May 3, 1955 *Agreement extending the agreement of August 28, 1951, as extended.
Effectuated by exchange of notes
Signed at Washington May 3 and 17, 1955;
Entered into force May 17, 1955.*

The Cuban Ambassador to the Secretary of State

EMBAJADA DE CUBA
WASHINGTON, D. C.

146

3 DE MAYO DE 1955.

SEÑOR SECRETARIO:

Tengo el honor de comunicar a Vuestra Excelencia, en cumplimiento de instrucciones recibidas al respecto, que mi Gobierno vería con el mayor agrado y desearía que los servicios que viene prestando la Misión Naval de los Estados Unidos en la República de Cuba, fuesen prorrogados por un período de tiempo indefinido al vencimiento del Arreglo que dispuso sobre tales servicios.

En consecuencia, me permito hacer llegar a Vuestra Excelencia y por su alto conducto a las Autoridades pertinentes, la expresión del deseo del Gobierno de Cuba de que el Arreglo concertado con el Gobierno de los Estados Unidos sobre prestación de servicios de una Misión Naval de los Estados Unidos en la República de Cuba, suscrito el 28 de agosto de 1951 y más tarde prorrogado por un término de dos años que vencerá el 28 de agosto de 1955, sea ahora prorrogado por un período de tiempo indefinido. La terminación de dichos servicios o la cancelación del Arreglo en cuestión seguirán sujetos a lo que se estipula en los Artículos 4 y 5 del mismo.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi mas alta y distinguida consideración.

MIGUEL ANGEL CAMPA

Al Excelentísimo Señor JOHN FOSTER DULLES
*Secretario de Estado de los
Estados Unidos de América.
Washington, D. C.*

Translation

EMBASSY OF CUBA
WASHINGTON, D. C.

146

MAY 3, 1955.

I have the honor to inform Your Excellency, pursuant to instructions received on the matter, that my Government would appreciate it if the services being rendered by the United States Naval Mission to the Republic of Cuba were extended for an indefinite period upon expiration of the agreement providing for such services.

Accordingly, I take the liberty of expressing to Your Excellency and, through you, to the appropriate authorities, the desire of the Government of Cuba that the agreement entered into with the Government of the United States on the rendering of services by a United States Naval Mission to the Republic of Cuba, which was signed on August 28, 1951, and later extended for a period of two years ending August 28, 1955, now be extended for an indefinite period. Termination of these services or cancellation of the agreement in question will continue to be subject to the provisions of Articles 4 and 5 thereof.

TIAS 2310.
2 UST 1689.
TIAS 2836.
4 UST 1697

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

MIGUEL ANGEL CAMPA

His Excellency

JOHN FOSTER DULLES,
Secretary of State of the
United States of America,
Washington, D. C.

The Acting Secretary of State to the Cuban Ambassador

DEPARTMENT OF STATE
WASHINGTON

May 17 1955

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. 146 of May 3, 1955 in which you state that it is the desire of your Government to extend indefinitely the Agreement of August 28, 1951 between the Governments of the United States of America and the Republic of Cuba providing for the establishment of a United States Naval Mission to Cuba. This Agreement has been

previously extended for a period of two years effective as August 28, 1953 by an exchange of notes of April 14, and July 2, 1953.

I am pleased to inform you that the Government of the United States of America agrees to the extension of the Agreement of August 28, 1951 providing for the establishment of a United States Naval Mission to Cuba, effective as of August 28, 1955, until such time as it may be terminated under the provisions of either Article 4 or Article 5 of the Agreement.

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

For the Acting Secretary of State:

EDWARD J. SPARKS

His Excellency

Señor Dr. MIGUEL ANGEL CAMPA,
Ambassador of Cuba.

BELGIUM

MUTUAL DEFENSE ASSISTANCE

Deposit of Belgian and Luxembourg Funds

Agreement amending Annex B of the agreement of January 27, 1950.

TIAS 3223

Effectuated by exchange of notes

Apr. 4, 25,

Signed at Brussels April 4 and 25, 1955;

1955

Entered into force April 25, 1955.

The American Ambassador to the Belgian Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY

Brussels, April 4, 1955

No. 894

EXCELLENCY:

I have the honor to refer to the Embassy's note No. 661 of January 18, 1955, [¹] and to recent conversations between representatives of our two Governments regarding a revision of Annex B of the Mutual Defense Assistance Agreement between the United States of America and Belgium to provide for funds for administrative expenses in connection with the Mutual Defense Assistance Program during the year ending June 30, 1955.

TIAS 2010.
1 UST 10.

It was agreed during the conversations that Annex B to the Mutual Defense Assistance Agreement be amended to cover the period July 1, 1954 to June 30, 1955, and that no other change in the text need be made. The amended text of Annex B is as follows:

"In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement the Government of Belgium, in conjunction with the Government of Luxembourg, will deposit Belgian and Luxembourg francs at such times as requested in an account designated by the United States Embassy at Brussels and the United States Legation at Luxem-

¹ Not printed.

bourg, not to exceed in total 45,000,000 Belgian and Luxembourg francs, for their use on behalf of the Government of the United States for administrative expenditures within Belgium and Luxembourg in connection with carrying out that Agreement for the period July 1, 1954-June 30, 1955."

Upon receipt of a note indicating that the foregoing text is acceptable to the Belgian Government, the Government of the United States of America will consider that this note and Your Excellency's reply thereto constitute an agreement between the two Governments on this subject which shall enter into force on the date of Your Excellency's note.

Accept, Excellency, the assurances of my highest consideration.

F. M. ALGER, Jr.

His Excellency

PAUL HENRI SPAAK

*Minister for Foreign Affairs of
Belgium*

*The Belgian Minister for Foreign Affairs to the
American Ambassador*

Ministère des Affaires Etrangères
et du Commerce Extérieur

Direction Générale
de la
Politique

3 ème Direction.

N° D.7.D/328.

BRUXELLES, le 25 avr 1955

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser la réception de la lettre de Votre Excellence n° 894 du 4 de ce mois, ayant pour objet la modification de l'annexe B de l'Accord pour la Défense Mutuelle entre la Belgique et les Etats-Unis d'Amérique.

Je tiens à marquer à Votre Excellence l'accord du Gouvernement belge sur le texte suivant:

"En exécution du paragraphe 1 de l'article V de l'Accord d'Aide pour la Défense Mutuelle le Gouvernement belge conjointement avec le Gouvernement luxembourgeois déposera, lorsqu'il en sera prié, à un compte désigné par l'Ambassade des Etats-Unis à Bruxelles et la Légation des Etats-Unis à Luxembourg, des francs belges et luxembourgeois dont le total ne dépassera pas 45.000.000

francs belges et luxembourgeois pour l'usage de ces dernières, au nom du Gouvernement des Etats-Unis, en vue du règlement des dépenses administratives en Belgique et au Luxembourg, résultant de l'exécution de cet Accord pour la période du 1er juillet 1954 au 30 juin 1955."

Je saisir cette occasion, Monsieur l'Ambassadeur, de renouveler à Votre Excellence, l'assurance de ma très haute considération.

Le Ministre des Affaires Etrangères,
P. H. SPAAK

A Son Excellence

Monsieur FREDERICK M. ALGER,
Ambassadeur des Etats-Unis d'Amérique,
2, rue Zinner,
Bruxelles.

Translation

Ministry of Foreign Affairs
and of Foreign Trade

Department of Policy
3d Division.

No. D.7.D/328,

BRUSSELS, April 25, 1955

MR. AMBASSADOR,

I have the honor to acknowledge the receipt of Your Excellency's note No. 894 of the 4th of this month, concerning the modification of Annex B of the Mutual Defense Agreement between Belgium and the United States of America.

I wish to inform Your Excellency that the Belgian Government agrees to the following text:

"In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement the Government of Belgium, in conjunction with the Government of Luxembourg, will deposit Belgian and Luxembourg francs at such times as requested in an account designated by the United States Embassy at Brussels and the United States Legation at Luxembourg, not to exceed in total 45,000,000 Belgian and Luxembourg francs, for their use on behalf of the Government of the United States for administrative expenditures within Belgium and Luxembourg in connection with carrying out that Agreement for the period July 1, 1954-June 30, 1955."

I avail myself of this occasion, Mr. Ambassador, to renew to Your Excellency the assurance of my highest consideration.

P. H. SPAAK
Minister for Foreign Affairs

His Excellency

FREDERICK M. ALGER,

Ambassador of the United States of America,

2, rue Zinner,

Brussels.

HAITI

Health and Sanitation: Cooperative Program

Agreement extending the agreement of September 18 and 27, 1950.

Effectuated by exchange of notes

Signed at Port-au-Prince January 28 and February 3, 1955;

Entered into force February 7, 1955.

TIAS 3224
Jan. 28 and Feb.
3, 1955

*The American Chargé d'Affaires ad interim to the Haitian Secretary
of State for Foreign Relations ad interim*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
PORT-AU-PRINCE, HAITI

January 28, 1955

No. 124

EXCELLENCY:

I have the honor to refer to the recent conversations between representatives of our two Governments concerning the desirability of extending beyond the present termination date of June 30, 1955 the cooperative program in health being conducted by our two Governments. In order to provide for such an extension, I am authorized by my Government to propose that the agreement between our two Governments providing for the cooperative health program effected by an exchange of notes signed at Port-au-Prince September 18, 1950 and September 27, 1950, be extended through June 30, 1960; provided, that the obligations of the two parties with respect to this program after June 30, 1955 shall be subject to the availability of funds. The above-mentioned agreement may be terminated at any time by either party giving the other 30 days written notice of intention to terminate. It is understood that the two parties may make financial contributions to the cooperative health program pursuant to arrangements entered into by the Director of the United States Operations Mission to Haiti and the Secretary of State for Public Health of Haiti, or their designees, or by any successor officials or other authorized representatives of the two parties.

TIAS 2156.
1 UST 811.

If this proposal is acceptable to Your Excellency's Government, my Government would appreciate receiving a reply to that effect at an early date in order that the above-mentioned officials may work out and agree upon the operational terms for the extension. My Government will consider this note and your reply concurring therein as constituting an agreement which shall enter into force on the date of signature [¹] of an operational extension agreement as referred to in the preceding sentence.

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

MILTON BARALL
Charge d'Affaires ad interim

His Excellency

M. ROGER DORSINVILLE,
*Secretary of State for Foreign Relations, a. i.,
Port-au-Prince.*

*The Haitian Secretary of State for Foreign Relations ad interim to the
American Chargé d'Affaires ad interim*

SECRÉTAIRERIE D'ETAT
DES
RELATIONS EXTÉRIEURES

SG/AT 217.....

RÉPUBLIQUE D'HAÏTI
Port-au-Prince le 3 Février 1955.

MONSIEUR LE CHARGÉ D'AFFAIRES,

J'ai le plaisir d'accuser réception de votre note du 28 Janvier 1955, No. 124, dont les termes traduits en français sont les suivants:

"Excellence,

"J'ai l'honneur de me référer aux récentes Conversations qui ont eu lieu entre les représentants de nos deux gouvernements au sujet de l'opportunité de proroger au-delà de l'actuelle date d'expiration du 30 Juin 1955, le programme coopératif dont nos deux gouvernements poursuivent l'exécution dans le domaine de la santé publique. Afin d'arriver à cette prorogation, je suis autorisé par mon Gouvernement à proposer que l'accord prévoyant le programme coopératif de santé publique, intervenu entre nos deux gouvernements par échange de notes signées à Port-au-Prince les 18 septembre 1950 et le 27 septembre 1950, soit prolongé jusqu'au 30 juin 1960, pourvu que les obligations des deux parties en ce qui concerne le programme soient soumises, après le 30 juin 1955, à la condition que des fonds seront disponibles.

¹ Feb. 7, 1955.

L'une ou l'autre partie pourra mettre fin à l'accord sus-mentionné en notifiant à l'autre par écrit, 30 jours à l'avance, son intention de ce faire. Il demeure entendu que les deux parties pourront faire des contributions financières au programme coopératif de Santé Publique conformément aux arrangements conclus par le Directeur de la Mission des Opérations des Etats-Unis en Haïti et le Secrétaire d'Etat de la Santé Publique, ou par des personnes désignées par eux ou par tous autres fonctionnaires qui les remplacent ou tous autres représentants autorisés des deux parties.

"Si cette proposition est trouvée acceptable par le Gouvernement de Votre Excellence, mon Gouvernement apprécierait de recevoir à une date aussi rapprochée que possible une réponse dans ce sens, afin que les fonctionnaires sus-mentionnés puissent travailler à la mise au point des détails techniques de cette prorogation.

"Mon Gouvernement considérera cette note et Votre réponse y relative comme constituant un accord qui entrera en vigueur à la date de la signature d'un accord réglementant les détails techniques de la prorogation, comme indiqué au paragraphe précédent.

"Veuillez agréez, Excellence, l'assurance de ma très haute considération.

"MILTON BARALL
Chargé d'Affaires ad interim"

En réponse à cette note, il m'est agréable de vous informer que le Gouvernement Haïtien accepte la demande de prorogation qui y est contenue et, comme suggéré, la dite Note et la présente réponse seront considérées comme constituant un Accord entre nos deux Gouvernements, lequel Accord entrera en vigueur à la date de la signature d'un Accord réglementant les détails techniques de la prorogation.

Agréez, Monsieur le Chargé d'Affaires, l'assurance de ma considération la plus distinguée.

DORSINVILLE
Roger Dorsinville
Secrétaire d'Etat a. i.

Monsieur MILTON BARALL
*Chargé d'Affaires a. i.
des Etats-Unis d'Amérique
Port-au-Prince.*

Translation

SECRETARY OF STATE
FOR
FOREIGN RELATIONS

SG/AT 217.....

REPUBLIC OF HAITI

Port-au-Prince, February 3, 1955.

MR. CHARGÉ D'AFFAIRES,

I take pleasure in acknowledging receipt of your note No. 124 of January 28, 1955, the text of which, translated into French, is as follows:

[For the English language text of the note, see *ante*, p. 791.]

In reply to this note, I am happy to inform you that the Haitian Government accepts the request for extension contained therein and, as suggested, the said note and the present reply shall be considered as constituting an agreement between our two Governments, which shall enter into force on the date of signature of an agreement regulating the technical details of the extension.

Accept, Mr. Chargé d'Affaires, the assurance of my most distinguished consideration.

DORSINVILLE

Roger Dorsinville
Secretary of State ad interim

Mr. MILTON BARALL,

Chargé d'Affaires ad interim
of the United States of America,
Port-au-Prince.

HONDURAS

RELIEF SUPPLIES AND EQUIPMENT

*Agreement effected by exchange of notes
Signed at Tegucigalpa March 21, 1955;
Entered into force March 21, 1955.*

TIAS 3225
Mar. 21, 1955

The American Ambassador to the Honduran Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 114

TEGUCIGALPA, D.C. March 21, 1955

EXCELLENCY:

I have the honor to propose that, if the following understandings meet with the approval of the Government of Honduras, this note and Your Excellency's note in reply constitute an agreement between our two Governments:

1. The Government of Honduras shall take such measures as may be necessary to provide for duty-free entry into Honduras, as well as exemption from internal taxation, of supplies of goods approved by the Government of the United States, donated to or purchased by United States voluntary, nonprofit relief and rehabilitation agencies qualified under United States Government Regulations, and consigned to such organizations, including branches of these agencies in Honduras which have been or hereafter shall be approved by the Government of Honduras. It is understood that in cases where the Government of Honduras may not have constitutional authority to accord these exemptions, it will inform appropriate authorities having jurisdiction over such taxes and duties that they not be collected.

2. Such supplies may include goods of types qualified for ocean freight subsidy under applicable United States Government Regulations, such as basic necessities of food, clothing and medicines, and other relief and rehabilitation supplies and equipment in support of projects of health, sanitation, education and recreation, agriculture and promotion of small self-help industries, but shall not include tobacco, cigars, cigarettes, alcoholic beverages, or items for the personal use of agencies' field representatives.

3. Duty-free treatment on importation and exportation, as well as exemption from internal taxation, shall also be accorded to supplies and equipment imported by organizations approved by both Governments for the purpose of carrying out operations under this agreement. Such supplies and equipment shall not include items for the personal use of agencies' field representatives.

4. The cost of transporting such supplies and equipment (including port, handling, storage and similar charges, as well as transportation) within Honduras to the ultimate beneficiary will be borne by the Government of Honduras.

5. The supplies furnished by the voluntary agencies shall be considered supplementary to rations to which individuals would otherwise have been entitled.

6. Individual organizations carrying out operations under this agreement may enter into additional arrangements with the Government of Honduras, and this agreement shall not be construed to derogate from any benefits secured by any such organizations in existing agreements with the Government of Honduras.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

WHITING WILLAUER

His Excellency

Dr. ESTEBAN MENDOZA,
Minister for Foreign Affairs,
Tegucigalpa, D.C.

The Honduran Minister for Foreign Affairs to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
DE LA
REPUBLICA DE HONDURAS

SECCION DIPLOMATICA

Nº 320.A.L.

TEGUCIGALPA, D.C., 21 de marzo de 1955.

EXCELENCIA:

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia Nº 114, fechada el día de hoy, por la que propone al Gobierno de Honduras un convenio en los siguientes términos:

"1.- El Gobierno de Honduras tomará aquellas medidas que sean necesarias para establecer entrada libre de derechos en Hon-

duras, así como exención de impuestos internos, de los suministros de mercaderías aprobados por el Gobierno de los Estados Unidos, donados o comprados por las agencias voluntarias altruistas de socorro y rehabilitación estadounidenses autorizadas de acuerdo con la Reglamentación de los Estados Unidos y consignados a dichas agencias, inclusive las sucursales de éstas en Honduras que hayan sido o sean en lo sucesivo aprobadas por el Gobierno hondureño. Queda entendido que en los casos en que el Gobierno de Honduras no tenga autoridad constitucional para acordar esas exenciones, informará a las autoridades competentes que tengan jurisdicción sobre esos impuestos y tasas que no sean cobrados.

2.— Estos suministros pueden comprender mercaderías de tipos autorizados para subsidio de flete marítimo de conformidad con la Reglamentación aplicable del Gobierno estadounidense, tales como artículos de primera necesidad, prendas de vestir y medicinas, así como otros suministros y equipo de socorro y rehabilitación en ayuda a los proyectos de salud pública, saneamiento, educación y recreación, de agricultura y fomento de las pequeñas industrias sostenidas por sí mismas, con excepción de tabaco, cigarrillos, puros, bebidas alcohólicas, o artículos para uso personal de los representantes de las agencias del ramo.

3.— Exención de derechos a la importación y exportación, así como exoneración de los impuestos locales serán igualmente acordadas a los suministros y al equipo importados por las organizaciones aprobadas por ambos Gobiernos destinados a la ejecución de las operaciones en virtud del presente convenio. Dichos suministros y equipo no comprenden artículos para el uso personal de los representantes de las agencias del ramo.

4.— Los gastos de transporte de los mencionados suministros y equipo (inclusive derechos portuarios, de acarreo, almacenaje o bodegaje, de transporte y otros similares) en Honduras hasta el último beneficiario irán a cargo del Gobierno de Honduras.

5.— Los suministros hechos por las agencias voluntarias serán considerados como suplementarios a las raciones a las cuales los individuos hubiesen tenido derecho en otra forma.

6.— Las organizaciones particulares que ejecúten operaciones en virtud del presente convenio pueden entrar en arreglos adicionales con el Gobierno de Honduras, y este convenio no será interpretado en el sentido de desviarse de ninguno de los beneficios garantizados por cualesquiera de dichas organizaciones en virtud de acuerdos existentes con el Gobierno de Honduras".

En contestación me honra manifestar a Vuestra Excelencia que mi Gobierno por la presente nota, acepta en todas sus partes el convenio propuesto y desde esta fecha lo considera en vigor.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

ESTEBAN MENDOZA

Esteban Mendoza

Excmo. Señor WHITING WILLAUER,
*Embajador Extraordinario y Plenipotenciario de los
 Estados Unidos de Norte América,
 Embajada Americana.
 Ciudad.*

Translation

MINISTRY OF FOREIGN AFFAIRS
 OF THE
 REPUBLIC OF HONDURAS

DIPLOMATIC SECTION

No. 329.A.L.

TEGUCIGALPA, D.C., March 21, 1955.

EXCELLENCY:

I have the honor to refer to Your Excellency's courteous note No. 114, dated today, in which you propose to the Government of Honduras an agreement in the following terms:

[For the English language text of the terms, see *ante*, p. 795.]

In reply I have the honor to inform Your Excellency that my Government hereby accepts the proposed agreement in all its parts and considers it to be in force from this date.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

ESTEBAN MENDOZA

Esteban Mendoza

His Excellency

WHITING WILLAUER,

*Ambassador Extraordinary and Plenipotentiary of the
 United States of America,
 American Embassy,
 City.*

NORWAY

INTERCHANGE OF PATENT RIGHTS AND TECHNICAL INFORMATION FOR DEFENSE PURPOSES

*Agreement, with agreed minutes to article V,
Signed at Oslo April 6, 1955;
Entered into force April 6, 1955.*

TIAS 3226
Apr. 6, 1955

AGREEMENT TO FACILITATE INTERCHANGE OF PATENT RIGHTS AND TECHNICAL IN- FORMATION FOR DEFENSE PURPOSES

**AGREEMENT TO FACILITATE INTERCHANGE OF PATENT
RIGHTS AND TECHNICAL INFORMATION FOR DE-
FENSE PURPOSES**

The Government of the United States of America and the Government of Norway,

TIAS 2016.
1 UST 106.

Having agreed in the Mutual Defense Assistance Agreement signed in Washington on January 27, 1950, to negotiate, upon the request of either of them, appropriate arrangements between them respecting patents and technical information;

Desiring generally to assist in the production of equipment and materials for defense, by facilitating and expediting the interchange of patent rights and technical information; and

Acknowledging that the rights of private owners of patents and technical information should be fully recognized and protected in accordance with the law applicable to such patents and technical information;

Have agreed as follows:

ARTICLE I

Each Contracting Government shall, whenever practicable without undue limitation of, or impediment to, defense production, facilitate the use of patent rights, and encourage the flow and use of privately-owned technical information, as defined in Article VIII, for defense purposes-

- (a) through the medium of any existing commercial relationships between the owner of such patent rights and technical information and those in the other country having the right to use such patent rights and technical information; and
- (b) in the absence of such existing relationships, through the creation of such relationships by the owner and the user in the other country,

provided that, in the case of classified information, such arrangements are permitted by the laws and security requirements of both Governments, and provided further that the terms of all such arrangements shall remain subject to the applicable laws of the two countries.

TIAS 8226

ARTICLE II

When, for defense purposes, technical information is supplied by one Contracting Government to the other for information only, and this is stipulated at the time of supply, the recipient Government shall treat the technical information as disclosed in confidence and use its best endeavors to ensure that the information is not dealt with in any manner likely to prejudice the rights of the owner thereof to obtain patent or other like statutory protection therefor.

ARTICLE III

When technical information made available, under agreed procedures, by one Contracting Government to the other for the purposes of defense discloses an invention which is or may be the subject of a patent or patent application held in secrecy in the country of origin, similar treatment shall be accorded a corresponding patent application filed in the other country.

ARTICLE IV

- (a) Where privately-owned technical information
 - (i) has been communicated by or on behalf of the owner thereof to the Contracting Government of the country of which he is a national, and
 - (ii) is subsequently disclosed by that Government to the other Contracting Government for the purposes of defense and is used or disclosed by the latter Government without the express or implied consent of the owner,

the Contracting Governments agree that, where any compensation is paid to the owner by the Contracting Government first receiving the information, such payment shall be without prejudice to any arrangements which may be made between the two governments regarding the assumption as between them of liability for compensation. The Technical Property Committee established under Article VI of this Agreement will discuss and make recommendations to the Governments concerning such arrangements.

(b) When, for the purposes of defense, technical information is made available by a national of one Contracting Government to the other Government at the latter's request and use or disclosure is subsequently made of that information for any purpose whether or not for defense, the recipient Government shall, at the owner's request, take such steps as may be possible under its laws to provide prompt, just, and effective compensation for such use or disclosure to the extent that the owner may be entitled thereto under such laws.

ARTICLE V

When one Contracting Government, or an entity or agency owned or controlled by such Government, owns or has the right to grant a license to use an invention and that invention is used by the other Government for defense purposes, the using Government shall be entitled to use the invention without cost, except to the extent that there may be liability to a private owner with established interests in the invention.

ARTICLE VI

Each Contracting Government shall designate a representative to meet with the representative of the other Contracting Government to constitute a Technical Property Committee. It shall be the function of this Committee:

- (a) To consider and make recommendations on such matters relating to the subject of this Agreement as may be brought before it by either Contracting Government.
- (b) To make recommendations to the Contracting Governments concerning any question, brought to its attention by either Government, relating to patent rights and technical information which arises in connection with the mutual defense program.
- (c) To assist, where appropriate, in the negotiation of commercial or other agreements for the use of patent rights and technical information in the mutual defense program.
- (d) To take note of pertinent commercial or other agreements for the use of patent rights and technical information in the mutual defense program, and, where necessary, to obtain the views of the two governments on the acceptability of such agreements;
- (e) To assist, where appropriate, in the procurement of licenses and to make recommendations, where appropriate, respecting payment of indemnities covering inventions used in the mutual defense program.
- (f) To encourage projects for technical collaboration between and among the armed services of the two Contracting Governments and to facilitate the use of patent rights and technical information in such projects.
- (g) To keep under review all questions concerning the use, for the purposes of the mutual defense program, of all inventions which are, or hereafter come, within the provisions of Article V.

- (h) To make recommendations to the Contracting Governments, either with respect to particular cases or in general, on the means by which any disparities between the laws of the two countries governing the compensation for or otherwise concerning technical information made available for defense purposes might be remedied.

ARTICLE VII

Upon request, each Contracting Government shall, as far as practicable, supply to the other Government all necessary information and other assistance required for the purposes of:

- (a) affording the owner of technical information made available for defense purposes the opportunity of protecting and preserving any rights he may have in the technical information; and
- (b) assessing payments and awards arising out of the use of patent rights and technical information made available for defense purposes.

ARTICLE VIII

- (a) "Technical information" as used in this Agreement means information originated by or peculiarly within the knowledge of the owner thereof and those in privity with him and not available to the public.
- (b) The term "national" as used in this Agreement means any person who is a citizen or subject of one of the Contracting Governments or domiciled within the territory of such Government, or any business enterprise or other organization organized under the laws of, and having a bona fide and effective commercial or industrial establishment within the territory of, such Government.
- (c) The term "use" includes manufacture by or for a Contracting Government.
- (d) Nothing in this Agreement shall apply to patents, patent applications and technical information in the field of atomic energy.
- (e) Nothing in this Agreement shall contravene present or future security arrangements between the Contracting Governments.

ARTICLE IX

- (a) This Agreement shall enter into force on the date of signature.
- (b) The terms of this Agreement may be reviewed at any time at the request of either Contracting Government.

- (c) This Agreement shall terminate on the date when the Mutual Defense Assistance Agreement terminates or six months after notice of termination by either Contracting Government, whichever is sooner, but without prejudice to obligations and liabilities which have then accrued pursuant to the terms of this Agreement.

In witness whereof the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

Done in duplicate at Oslo this 6th day of April, 1955.

For the Government
of the United States
of America:

L. CORBIN STRONG

[SEAL]

For the Government
of Norway:

HALVARD LANGE

[SEAL]

AGREED MINUTES TO ARTICLE V

(a) It is understood that Article V is not applicable to companies of shareholders, corporations or other entities in which a Contracting Government owns less than 100% of the shares or other proprietary interests. Each Contracting Government will, however, use its best endeavors to facilitate the use on reasonable terms for defense purposes of any inventions of entities in which it has a substantial but less than 100% interest.

(b) It is further understood that Article V is not applicable to any patent which might be expropriated from private owners by the Government of Norway at the request of and for the purpose of defense use by the Government of the United States.

PERU

FINANCIAL ARRANGEMENTS FOR FURNISHING CERTAIN SUPPLIES AND SERVICES TO NAVAL VESSELS

TIAS 3227
Jan. 7, 1955

*Agreement signed at Lima January 7, 1955;
Entered into force April 7, 1955.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PERU CONCERNING FINANCIAL ARRANGEMENTS FOR THE FURNISHING OF CERTAIN SUPPLIES AND SERVICES TO NAVAL VESSELS OF BOTH COUNTRIES

In consideration of the fact that from time to time naval vessels of the United States of America may visit ports and naval activities of Peru, and likewise, naval vessels of Peru may visit ports and naval activities of the United States of America, the Government of the United States of America and the Government of Peru agree that supplies and services will be furnished on a reimbursable basis by each of the two Governments to naval vessels of the other Government as follows:

Article 1. Routine port services, such as pilotage, tugs, garbage removal, line handling, and

ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DEL PERU SOBRE ARREGLOS FINANCIEROS PARA EL SUMINISTRO DE CIERTOS ABASTECIMIENTOS Y SERVICIOS A BUQUES DE LA MARINA DE GUERRA DE AMBOS PAISES

En consideración al hecho de que de cuando en cuando los buques de la marina de guerra de los Estados Unidos de América visitan los puertos y dependencias navales del Perú, y asimismo, de que los navíos de la marina de guerra del Perú visitan los puertos y dependencias navales de los Estados Unidos de América, el Gobierno de los Estados Unidos de América y el Gobierno del Perú convienen en que cada uno de los dos Gobiernos suministrará abastecimientos y servicios a los buques de la marina de guerra del otro Gobierno mediante reembolso del valor como sigue:

Artículo 1º- Cada Gobierno suministrará a los buques visitantes de la marina del otro Gobierno a

utilities, will be furnished by each of the Governments to visiting naval vessels of the other Government on a reimbursable basis without an advance of funds.

base de reembolso del valor sin adelanto de fondos, servicios rutinarios de puerto, tales como pilotaje, remolcadores, recojo de desperdicios, atraque a muelles y servicios públicos.

Article 2. Miscellaneous supplies, such as fuel, provisions, spare parts and general stores, will be furnished by each of the Governments to visiting naval vessels of the other Government on a reimbursable basis without an advance of funds, on a condition that such miscellaneous supplies are available in the naval supply system of the host Government.

Artículo 2º. Cada Gobierno suministrará a los buques visitantes de la marina del otro Gobierno a base de reembolso del valor sin adelanto de fondos, abastecimientos diversos tales como combustible, provisiones, repuestos y artículos navales, a condición de que dichos abastecimientos diversos se encuentren disponibles dentro del sistema de suministros navales del Gobierno que brinda hospedaje.

Article 3. Services, such as overhauling, repairs, alterations, and installation of equipment, together with supplies incidental thereto, will be furnished by each of the Governments to visiting naval vessels of the other Government when funds to cover the estimated cost of such supplies and services have been made available in advance

Artículo 3º. Cada Gobierno proporcionará a los buques visitantes de la marina de guerra del otro Gobierno servicios tales como revisiones, reparaciones, alteraciones, e instalaciones de equipo, así como abastecimientos inherentes a los mismos, cuando el Gobierno beneficiado haya hecho por adelantado provisión de los fondos que cubran el costo estimado de dichos abas-

by the benefiting Government, on the condition that such supplies are available in the naval supply system of the host Government or readily obtainable from commercial sources.

tecimientos y servicios, a condición de que dichos abastecimientos se encuentren disponibles dentro del sistema de suministros navales del Gobierno que concede hospedaje o de que se puedan obtener fácilmente en fuentes comerciales.

Article 4. Supplies which are distinctive to the naval service of the host Government, and supplies which have been duly classified under applicable security regulations of such naval service, shall not be required to be furnished under the terms of this Agreement.

Artículo 4º. Dentro de los términos de este Acuerdo no se solicitará abastecimientos que sean característicos del servicio naval que concede hospedaje ni abastecimientos que hayan sido debidamente clasificados de conformidad con reglamentos de seguridad aplicables a dicho servicio naval.

Article 5. Costs of services to be furnished in accordance with Article 1 of this Agreement will be reimbursed to the host Government at the standard rate prescribed for use within the naval service of the host Government. In the absence of a standard rate, such costs will be reimbursed to the host Government in full, including the cost of labor, material and overhead incurred by naval ac-

Artículo 5º. El costo de los servicios que se suministre de conformidad con el Artículo 1º de este Acuerdo será reembolsado al Gobierno que concede hospedaje conforme a las tasas corrientes establecidas por el servicio naval de dicho Gobierno. A falta de tasas corrientes, se reembolsará totalmente dichos costos al Gobierno que concede hospedaje, incluyendo el costo de mano de obra, materiales, y gastos generales en que haya incu-

ivity performing the services. Costs of services to be performed in accordance with Article 3 of this Agreement will be reimbursed to the host Government in full, including the cost of labor, material and overhead incurred by the naval activity performing the services, plus charges covering the cost of military pay and allowances and depreciation of machinery and equipment. If such services covered by either Article 1 or Article 3 are obtained commercially, reimbursement will be made in the amount of the contract cost to the host Government. Costs of supplies to be furnished in accordance with Article 2 of this Agreement will be reimbursed at the prices at which such supplies are regularly made available, for use within the naval service of the host Government, plus accessorial charges covering costs of such items as packing, crating, handling and transportation.

rrido el establecimiento naval que prestó los servicios. Se reembolsará totalmente al Gobierno que otorgue hospedaje el costo de los servicios que se preste de conformidad con el Artículo 3º de este Acuerdo, incluyendo el costo de mano de obra, materiales, y gastos generales incurridos en la actividad naval que prestó dichos servicios, más los cargos que cubran el costo de sueldos y asignaciones militares y depreciación de maquinaria y equipo. Si los servicios a que se refiere el Artículo 1º o el Artículo 3º se obtuvieran comercialmente, el reembolso se efectuará por el monto del costo contratado por el Gobierno que brinda hospedaje. El costo de los abastecimientos que se suministrará de conformidad con el Artículo 2º de este Acuerdo será reembolsado a los precios a que dichos abastecimientos se pongan regularmente a disposición del servicio naval del Gobierno que da hospedaje, más los cargos accesorios que cubran el costo de otras partidas tales como embalaje, jajas, manipuleo, y

transporte.

Article 6. Prior to departure of a visiting naval vessel or vessels from a port or naval activity of the host Government, the commanding officer of such visiting naval vessel or vessels will be presented with one bill covering the total value of all services rendered and supplies furnished by the port or naval activity. This bill will be either paid in cash or appropriately certified by such commanding officer as to the receipt and acceptance of the services and supplies listed thereon. The bill so certified will be returned to the appropriate naval representative at the port or naval activity, who will forward it in such manner as may be prescribed by regulation of his naval service for ultimate presentation to the appropriate representative of the benefiting Government. The bill will be due and payable within a period of thirty (30) days from the time

Articulo 6º- Antes de que uno o más buques visitantes zarpen de un puerto o establecimiento naval del Gobierno que haya dado hospedaje, se presentará al comandante de dicho buque o buques visitantes una factura por el valor total de todos los servicios prestados y los abastecimientos suministrados por el puerto o establecimiento naval. Esta factura será cancelada al contado o en su defecto dicho comandante certificará haber recibido y aceptado los servicios y abastecimientos que figuren en ella. La factura con dicha certificación será devuelta al representante naval del puerto o establecimiento naval, quien la remitirá en la forma prescrita por el reglamento de su servicio naval para su presentación final al representante que corresponda del Gobierno beneficiado. La factura vencerá y será abonada dentro de treinta (30) días de la fecha de presentación a dicho representante.

Artículo 7º- En el caso de visitas

of presentation to such representative.

Article 7. In the case of an extended visit, intermittent billings for the supplies and services furnished hereunder will be presented to the commanding officer of the visiting naval vessel or vessels at such intervals as may be mutually agreed upon between such commanding officer and the naval representative of the port or naval activity. Such billings will be certified and processed for payment in the same manner as provided in Article 6 hereof.

Article 8. All payments for services and supplies covered by this Agreement shall be made in currency of the host Government.

Article 9. This Agreement shall come in force ninety (90) days from the date of signature thereof and shall apply to all supplies and services furnished on or after such date. Either of the signatory Governments may terminate this Agreement by giving notice of such termination at least ninety (90) days in advance of the

prolongadas, se presentará al comandante del buque o buques visitantes, a intervalos que serán mutuamente convenidos entre dicho comandante y el representante naval del puerto o establecimiento naval, facturas por los abastecimientos y servicios prestados de conformidad con este Acuerdo. Dichas facturas serán certificadas y tramitadas para su pago en la misma forma vista en el Artículo 6º de este

Artículo 8º- Todos los pagos por servicios y abastecimientos contemplados en este Acuerdo serán hechos en la moneda del Gobierno que brinda hospedaje.

Artículo 9º- Este Acuerdo entrará en vigencia a los noventa (90) días de la fecha de haber sido suscrito y se aplicará a todos los abastecimientos y servicios prestados en o después de dicha fecha. Cualquiera de los Gobiernos signatarios podrá dar por terminado este Acuerdo dando aviso de su terminación por lo menos con noventa (90) días de anticipación

effective date thereof.

a la fecha en que ella deba surtir sus efectos.

IN WITNESS WHERE OF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement. Done in duplicate in the English and the Spanish languages this seventh day of january nineteen hundred fifty-five. [1]

EN FE DE LO CUAL, los suscritos, debidamente autorizados por sus respectivos Gobiernos, han firmado este Acuerdo por duplicado en los idiomas inglés y español a los siete días del mes de enero de mil novecientos cincuenta y cinco.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

HAROLD H. TITTMANN
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América

POR EL GOBIERNO DEL PERU:

D. F. AGUILAR
Ministro de Relaciones Exteriores
ROQUE A. SALDIAS

[SEAL]

¹ Signed at Lima.

ISRAEL

SURPLUS AGRICULTURAL COMMODITIES

*Agreement signed at Washington April 29, 1955;
Entered into force April 29, 1955.*

TIAS 3228
Apr. 29, 1955,

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND ISRAEL UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOP- MENT AND ASSISTANCE ACT

The Government of the United States of America and the Government of Israel:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States in these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the purchase for Israel pounds of agricultural commodities produced in the United States will assist in achieving such an expansion of trade;

Considering that the Israel pounds accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understanding which will govern the sales of agricultural commodities to Israel pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

68 Stat. 455.
7 U.S.C. §§1701-1709.

ARTICLE I

SALES FOR ISRAEL POUNDS

1. Subject to the issuance and acceptance of purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before June 30, 1955, the sale for Israel pounds of certain agricultural commodities determined to be surplus pursuant to Title I of the Agricultural Trade Development and Assistance

Act of 1954 to purchasers authorized by the Government of Israel.

2. The United States Government will issue, within the terms of this Agreement, purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Israel pounds accruing from such sales, and other relevant matters, and which shall be subject to acceptance by the Government of Israel. Certain commodities, and amounts, with respect to which tentative agreement has been reached by the two Governments, are listed in paragraph 3 of this Article.
3. The United States Government undertakes to finance the sale to Israel of the following commodities, in the export market values indicated, during the United States fiscal year 1955, under the terms of Title I of the said Act and of this Agreement:

<i>Commodity</i>	<i>Value (Million dollars)</i>
Wheat (about 50,000 M.T.)	\$3. 4
Rice (about 33,000 cwt.)	. 3
Cotton (about 6,000 bales)	1. 1
Tobacco (about 250,000 lbs.)	. 2
Butter (about 1,000 M.T.)	. 9
Feed grain (about 40,000 M.T.)	1. 7
Cottonseed oil (about 2,228 M.T.)	. 7
Sub-total	8. 3
Ocean transportation (estimated for 50% cost)	1. 1
TOTAL	\$9. 4

ARTICLE II

USES OF ISRAEL POUNDS

1. The two Governments agree that Israel pounds accruing to the Government of the United States as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States for the following purposes in the amounts shown:

- (a) To help develop new markets for United States agricultural commodities, for international educational exchange, for purchase of goods and services for other friendly countries and for other U. S. expenditures in Israel under subsections (a), (d), (f), and (h) of Section 104 of the Act, the Israel pound equivalent of \$4.7 million.
- (b) For loans to the Government of Israel to promote the economic development of Israel under section 104 (g) of the Act, the

68 Stat. 456.
7 U.S.C. § 1704 (a),
(d), (f), (h).

Israel pound equivalent of \$4.7 million, subject to supplemental agreement between the two Governments. In the event that Israel pounds set aside for loans to the Government of Israel are not advanced within three years from the date of this Agreement as a result of failure of the two Governments to reach agreement on uses of the Israel pounds for loan purposes or for any other purpose, the Government of the United States may use the Israel pounds for any other purpose authorized by Section 104 of the Act.

2. The Israel pounds accruing under this Agreement shall be expended by the Government of the United States for purposes stated in paragraph 1 of this Article, in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III

DEPOSITS AND WITHDRAWALS OF ISRAEL POUNDS

1. The amount of Israel pounds to be paid by the Government of Israel to the United States and deposited in a "special" account with the Bank of Israel by the United States Disbursing Officer shall be the dollar sales value of the commodities reimbursed or financed by the Government of the United States converted into Israel pounds at the rate of exchange for U. S. dollars, on the dates of dollar disbursement by the United States available to any party in Israel which is most favorable to the United States and which is not illegal. Such dollar sales value shall include ocean freight and handling, reimbursed or financed by the Government of the United States, except that it shall not include any extra cost of ocean freight resulting from a United States requirement that the commodities be transported on United States flag vessels.

2. The Government of Israel, in order to maintain the dollar value of the \$4.7 million in Israel pounds to be used under paragraph 1 (a) and (b) of Article II, agrees that the following procedures shall apply to the "special" account provided for in paragraph 1 above:

- (a) When the United States Disbursing Officer desires to draw against the "special" account he will inform the Government of Israel, in terms of United States dollars, of the amount, the Israel pound equivalent of which is to be paid out. The Israel pound withdrawal will be calculated at the exchange rate for U. S. dollars on the date of payment, available to any party in Israel which is most favorable to the United States and which is not illegal.

- (b) If on the date Israel pounds are withdrawn from the "special" account the rate available to the United States under (a) above has depreciated as compared with the rate at which the Israel pounds were originally deposited under paragraph 1 above, the Government of Israel will deposit an amount of Israel pounds into the "special" account equal to the product of the dollar amount referred to in (a) above and the difference between the two exchange rates.
- (c) If on the other hand, on the date Israel pounds are withdrawn from the "special" account the rate under (a) above has appreciated as compared with the rate at which the Israel pounds are originally deposited under paragraph 1 above, the United States Disbursing Officer will pay to the Government of Israel an amount of Israel pounds from the "special" account equal to the product of the dollar amount referred to in (a) above and the difference between the two exchange rates.
- (d) In the event deposits into the "special" account are made at more than one rate of exchange, the weighted average rate of such deposits shall be used for implementing sub-paragraphs (b) and (c) above.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Israel agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States), of surplus agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that its purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.
2. The two Governments agree that they will take reasonable precautions to assure that sales or purchases of surplus agricultural commodities pursuant to this Agreement will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.
3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

ARTICLE V*CONSULTATION*

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.

ARTICLE VI*ENTRY INTO FORCE*

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Washington this twenty-ninth day of April, 1955.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JOHN D. JERNEGAN

FOR THE GOVERNMENT OF ISRAEL:

ABBA EBAN

INDIA
PARCEL POST

Agreement and detailed regulations

Signed at New Delhi July 29, 1954, and at Washington September 17, 1954; TIAS 3229
July 29 and
Sept. 17, 1954

Approved and ratified by the President of the United States of America

November 1, 1954;

Entered into force January 1, 1955.

**PARCEL POST AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND INDIA**

PARCEL POST AGREEMENT
between
THE UNITED STATES OF AMERICA AND INDIA

The Postal Administrations of India and of the United States of America (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii) agree to effect a regular direct exchange of parcels between India and the United States of America.

ARTICLE I

Exchange of Parcels

Between the United States of America (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii) on the one hand and India on the other hand, there may be exchanged parcels up to the limits of weight and dimensions stated in the Detailed Regulations for the Execution of this Agreement.

Post., p. 832.

ARTICLE II

Transit Parcels

1. Each Postal Administration agrees to accept in transit through its service, to or from any country with which it has parcel-post communication, parcels originating in, or addressed for delivery in the service of, the other contracting Administrations.
2. Each Postal Administration shall inform the other to which countries parcels may be sent through it as intermediary, and the amount of the charges due to it therefor, as well as other conditions.
3. To be accepted for onward transmission, parcels sent by one of the contracting Administrations through the service of the other Administration must comply with the conditions prescribed from time to time by the intermediate Administration.

ARTICLE III

Postage and Fees

1. The Administration of origin is entitled to collect from the sender of each parcel the postage and the fees for requests for information as to the disposal of a parcel made after it has been

posted, and also, in the case of insured parcels, the insurance fees and the fees for return receipt that may from time to time be prescribed by its regulations.

2. Except in the case of returned or redirected parcels, the postage and such of the fees mentioned in the preceding section as are applicable must be prepaid.

ARTICLE IV

Preparation of Parcels

Every parcel shall be packed in a manner adequate for the length of the journey and the protection of the contents as set forth in the Detailed Regulations.

ARTICLE V

Prohibitions

1. The following articles are prohibited transmission by parcel post:

(a) A letter or a communication having the character of an actual and personal correspondence. Nevertheless, it is permitted to enclose in a parcel an open invoice confined to the particulars which constitute an invoice, and also a simple copy of the address of the parcel, that of the sender being added.

(b) An enclosure which bears an address different from that placed on the cover of the parcel.

(c) Any live animal, except bees, leeches, and silkworms.

(d) Any article the admission of which is forbidden by the customs or other laws or regulations in force in either country.

(e) Any explosive or inflammable article and, in general, any article the conveyance of which is dangerous, including articles which from their nature or packing may be a source of danger to postal employees or may soil or damage other articles.

(f) Articles of an obscene or immoral nature.

(g) It is, moreover, forbidden to send coin, bank notes, currency notes, or any kind of securities payable to bearer; platinum, gold, or silver (whether manufactured or unmanufactured); precious stones, jewelry, or other precious articles in uninsured parcels.

If a parcel which contains coin, bank notes, currency notes, or any kind of securities payable to bearer; platinum, gold, or silver (whether manufactured or unmanufactured); precious stones, jewelry, or other precious articles is sent uninsured, it shall be placed under insurance by the country of destination and treated accordingly.

2. If a parcel contravening any of these prohibitions is handed over by one Administration to the other, the latter shall proceed in accordance with its laws and inland regulations. Explosives or inflammable articles, as well as documents, pictures, and other articles injurious to public morals, may be destroyed on the spot by the Administration which finds them in the mails.

3. The fact that a parcel contains a letter or a communication which constitutes an actual and personal correspondence should not, in any case, entail return of the parcel to the sender. The letter is, however, marked for collection of postage due from the addressee at the regular rate.

4. The two Administrations advise each other by means of the List of Prohibited Articles published by the International Bureau of the Universal Postal Union of all prohibited articles and each of them undertakes to publish them in its Postal Guide. However, they do not on this account assume any responsibility to the sender for the correctness or completeness of the information.

5. If a parcel wrongly admitted to the post is neither returned to origin nor delivered to the addressee, the Administration of origin shall be informed as to the precise treatment accorded to the parcel in order that it may take such steps as are necessary.

ARTICLE VI

Insurance

1. Parcels may be insured up to the amount of 500 gold francs or its equivalent in the currency of the country of origin. However, the Chiefs of the Postal Administrations of the two contracting countries may, by mutual consent, increase or decrease this maximum amount of insurance.

2. An insurance fee to be fixed by the Postal Administration of the country of origin may be charged on each insured parcel.

ARTICLE VII

Fraudulent Insurance

1. The insured value may not exceed the actual value of the contents of the parcel, but it is permitted to insure only part of this value.

2. The fraudulent insurance of a parcel for a sum exceeding the actual value shall be subject to any legal proceedings which may be admitted by the laws of the country of origin.

ARTICLE VIII

Responsibility for Loss, Damage or Abstraction

1. Except in the cases mentioned in the following article, the two Administrations shall be responsible for the loss of insured parcels only, and for the loss, damage, or abstraction of their contents or of a part thereof.

The sender or other rightful claimant is entitled under this head to compensation corresponding to the actual amount of the loss, damage, or abstraction. The amount of compensation for an insured parcel shall not exceed the amount for which it was insured, and on which the insurance fee has been collected.

In cases where the loss, damage, or abstraction occurs in the service of the country of destination, the Administration of destination may pay compensation to the addressee at its own expense and without consulting the Administration of origin; provided that the addressee can prove that the sender has waived his rights in the addressee's favor.

2. Compensation shall be calculated on the current price of goods of the same nature at the place and time at which the goods were accepted for transmission or, in the absence of current price, on the ordinary estimated value. In calculating the amount of compensation, indirect loss or loss of profits shall not be taken into consideration.

3. Where compensation is due for the loss, destruction, or complete damage of an insured parcel or for the abstraction of the whole of the contents, the sender is entitled to return of the postage also, if claimed.

4. In all cases, insurance fees shall be retained by the Administration concerned.

5. In the absence of special agreement to the contrary between the countries involved, which agreement may be made by correspondence, no indemnity will be paid by either country for the loss of transit insured parcels; that is, parcels originating in a country not participating in this Agreement and destined for one of the two contracting countries, or parcels originating in one of the two contracting countries and destined for a country not participating in this Agreement.

6. When an insured parcel originating in one country and destined to be delivered in the other country is reforwarded from there to a third country or is returned to a third country, at the request of the sender or of the addressee, the party entitled to the indemnity in case of loss, rifling, or damage occurring subsequent to the reforwarding or return of the parcel by the original country

of destination can lay claim in such a case only to the indemnity which the country where the loss, rifling, or damage occurred consents to pay, or which that country is obliged to pay in accordance with the agreement made between the countries directly interested in the reforwarding or return. Either of the two countries signing the present Agreement which wrongly forwards an insured parcel to a third country is responsible to the sender to the same extent as the country of origin; that is, within the limits of the present Agreement.

ARTICLE IX

Exceptions to the Principle of Responsibility

1. The two Administrations are relieved from all responsibility:
 - (a) When the parcel has been delivered to the addressee or it has been returned to the sender and the addressee or the sender, as the case may be, has signed and returned the receipt therefor without any reservation.
 - (b) In case of loss or damage through force majeure, although either Administration may at its option and without recourse to the other Administration pay indemnity for loss or damage due to force majeure even in cases where the Administration of the country in the service of which the loss or damage occurred recognizes that the damage was due to force majeure.
 - (c) When they are unable to account for parcels in consequence of the destruction of official documents through force majeure.
 - (d) When the damage has been caused by the fault or negligence of the sender, or the addressee, or the representative of either; or when it is due to the nature of the article.
 - (e) For parcels which contain prohibited articles.
 - (f) For parcels seized by the Customs because of false declaration of contents or for any other reason.
 - (g) In case the sender of an insured parcel, with intent to defraud, shall declare the contents to be above their real value; this rule, however, shall not prejudice any legal proceedings necessitated by the legislation of the country of origin.
 - (h) When no inquiry or application for indemnity has been made by the claimant or his representative within a year commencing with the day following the posting of the insured parcel.
 - (i) For parcels which contain perishable matter, or which did not conform to the stipulations of this Agreement, or which were not posted in the manner prescribed; but the country responsible for the loss, rifling, or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

2. The responsibility of properly enclosing, packing, and sealing insured parcels rests upon the sender, and the postal service of neither country will assume liability for loss, rifling, or damage arising from defects which may not be observed at the time of posting.

ARTICLE X

Termination of Responsibility

1. The two Administrations shall cease to be responsible for parcels which have been delivered in accordance with their internal regulations and of which the owners or their agents have accepted delivery.

2. Responsibility is, however, maintained when the addressee or, in case of return, the sender makes reservations in taking delivery of a parcel the contents of which have been abstracted or damaged.

ARTICLE XI

Payment of Compensation

The payment of compensation shall be undertaken by the Administration of origin except in the cases indicated in Article VIII, Section 1, where payment is made by the Administration of destination. The Administration of origin may, however, after obtaining the sender's consent, authorize the Administration of destination to settle with the addressee. The paying Administration retains the right to make a claim against the Administration responsible.

Ante, p. 823.

ARTICLE XII

Period for Payment of Compensation

1. Compensation shall be paid as soon as possible and, at the latest, within one year from the day following the date of the inquiry.

2. The Administration responsible is authorized to settle with the claimant on behalf of the other Administration if the latter, after being duly informed of the application, has let nine months pass without giving a decision in the matter.

3. The Administration responsible for making payment may, exceptionally, postpone it beyond the period of one year when a decision has not yet been reached upon the question whether the loss, damage, or abstraction is due to a cause beyond control.

ARTICLE XIII*Incidence of Cost of Compensation*

1. Until the contrary is proved, responsibility shall rest with the Administration which, having received the parcel from the other Administration without making any reservation and having been furnished with all the particulars for investigation prescribed by the regulations, cannot establish either proper delivery to the addressee or his agent, or other proper disposal of the parcel.

2. When the loss, rifling, or damage of an insured parcel is detected upon opening the receptacle at the receiving exchange office and after it has been regularly pointed out to the dispatching exchange office, the responsibility falls on the Administration to which the latter office belongs; unless it be proved that the irregularity occurred in the service of the receiving Administration.

3. If, in the case of a parcel dispatched from one of the two countries for delivery in the other, the loss, damage, or abstraction has occurred in course of conveyance without its being possible to prove in the service of which country the irregularity took place, the two Administrations shall bear the amount of compensation in equal shares.

4. By paying compensation, the Administration concerned takes over, to the extent of the amount paid, the rights of the person who has received compensation in any action which may be taken against the addressee, the sender, or a third party.

5. If a parcel which has been regarded as lost is subsequently found, in whole or in part, the person to whom compensation has been paid shall be informed that he is at liberty to take possession of the parcel against repayment of the amount paid as compensation.

ARTICLE XIV*Repayment of Compensation to the Administration of Origin*

1. The Administration responsible or on whose account the payment is made in accordance with Article XI is bound to repay the amount of the compensation within a period of six months after notification of payment. The amount shall be recovered from the Administration responsible through the accounts provided for in Article 23 of the Detailed Regulations.

2. The Administration which has been duly proved responsible and which has originally declined to pay compensation is bound to bear all the additional charges resulting from the unwarranted delay in payment.

ARTICLE XV*Certificate of Mailing. Receipts*

1. On request made at the time of mailing an ordinary (uninsured) parcel, the sender may receive a certificate of mailing from the post office where the parcel is mailed, on a form provided for the purpose; and each country may fix a reasonable fee therefor.
2. The sender of an insured parcel receives without charge, at the time of posting, a receipt for his parcel.

ARTICLE XVI*Return Receipts and Inquiries*

1. The sender of an insured parcel may obtain an advice of delivery on payment of such additional charge, if any, as the country of origin of the parcel shall stipulate and under the conditions laid down in the Regulations.
2. A fee may be charged at the option of the country of origin on a request for information as to the disposal of an ordinary parcel and also of an insured parcel made after it has been posted if the sender has not already paid the special fee to obtain an advice of delivery.
3. A fee may also be charged at the option of the country of origin in connection with any complaint of any irregularity which *prima facie* was not due to the fault of the Postal Service.

ARTICLE XVII*Customs Charges*

The parcels are subject to all customs laws and regulations in force in the country of destination. The duties collectible on that account are collected from the addressee on delivery of the parcel in accordance with the customs regulations.

ARTICLE XVIII*Customs Charges to be Canceled*

The customs charges on parcels sent back to the country of origin or redirected to another country shall be canceled both in India and in the United States of America.

ARTICLE XIX*Fee For Customs Clearance*

The office of delivery may collect from the addressee either in respect of delivery to the Customs and clearance through the

Customs, or in respect of delivery to the Customs only, a fee not exceeding 50 gold centimes per parcel or such other fee as it may from time to time fix for similar services in its parcel-post relations with other countries generally.

ARTICLE XX

Delivery to the Addressee. Fee for Delivery at the Place of Address

Parcels are delivered to the addressees as quickly as possible in accordance with the conditions in force in the country of destination. That country may collect in respect of delivery of parcels to the addressee a fee not exceeding 50 gold centimes per parcel. The same fee may be charged, if the case arises, for each presentation after the first at the addressee's residence or place of business.

ARTICLE XXI

Warehousing Charge

The country of destination is authorized to collect the warehousing charge fixed by its legislation for parcels addressed "Poste Restante" or which are not claimed within the prescribed period. This charge may in no case exceed 5 gold francs.

ARTICLE XXII

Missent Parcels

Parcels received out of course, or wrongly allowed to be dispatched, shall be retransmitted or returned in accordance with the provisions of Article 1, Section 2, and Article 16, Sections 1 and 2, of the Detailed Regulations.

ARTICLE XXIII

Redirection

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination. The Administration of destination may collect the redirection charge prescribed by its internal regulations. Similarly, a parcel may be redirected from one of the two countries which are parties to this Agreement to a third country provided that the parcel complies with the conditions required for its further conveyance and provided, as a rule, that the extra postage is prepaid at the time of redirection or documentary evidence is produced that the addressee will pay it.

2. Additional charges levied in respect of redirection and not paid by the addressee or his representative shall not be canceled

in case of further redirection or of return to origin, but shall be collected from the addressee or from the sender as the case may be, without prejudice to the payment of any special charges incurred which the Administration of destination does not agree to cancel.

ARTICLE XXIV

Nondelivery

1. The sender may request at the time of posting, that, if the parcel cannot be delivered as addressed, it may be either (a) treated as abandoned or (b) tendered for delivery at a second address in the country of destination. No other alternative is admissible. If the sender avails himself of this facility, his request must appear on the dispatch note and must be in conformity with, or analogous to, one of the following forms:

"If not deliverable as addressed, abandon."

"If not deliverable as addressed, deliver to . . ."

The same request must also appear on the customs declaration.

2. In the absence of a request by the sender to the contrary, a parcel which cannot be delivered shall be returned to the sender without previous notification and at his expense thirty days after its arrival at the office of destination.

Nevertheless, a parcel which is definitely refused by the addressee shall be returned immediately.

3. The charges due on returned undeliverable parcels shall be recovered in accordance with the provisions of Article 20, Section 5, of the Detailed Regulations.

Post., p. 839.

ARTICLE XXV

Sale. Destruction

Articles of which the early deterioration or corruption is to be expected, and these only, may be sold immediately, even when in transit on the outward or return journey, without previous notice or judicial formality. If, for any reason, a sale is impossible, the spoilt or putrid articles shall be destroyed.

ARTICLE XXVI

Abandoned Parcels

Parcels which cannot be delivered to the addressees and which the senders have abandoned shall not be returned by the Administration of destination, but shall be treated in accordance with its

legislation. No claim shall be made by the Administration of destination against the Administration of origin in respect of such parcels.

ARTICLE XXVII

Charges

1. For each parcel exchanged between the contracting countries, the dispatching office allows to the office of destination, in the parcel bills, the credits due to the latter, and indicated in Article 22 of the Detailed Regulations.

Post, p. 840.
2. The sums to be paid for a parcel in transit, that is, parcels destined either for a possession or for a third country, are indicated respectively, in Article 22 of the Detailed Regulations, and in Article II of this Agreement.

Antra, p. 820.

ARTICLE XXVIII

Miscellaneous Provisions

1. The francs and centimes mentioned in this Agreement are gold francs and centimes as defined in the Universal Postal Union Convention.

2. Parcels shall not be subjected to any postal charges other than those contemplated in this Agreement, except by mutual consent of the two Administrations.

3. In extraordinary circumstances either Administration may temporarily suspend the parcel post, either entirely or partially, on condition of giving immediate notice, if necessary by telegraph, to the other Administration.

ARTICLE XXIX

Matters Not Provided for in the Present Agreement

1. Unless they are provided for in the present Agreement, all questions concerning requests for recall or return of parcels, obtaining and disposition of return receipts, and adjustment of indemnity claims in connection with insured parcels shall be governed by the provisions of the Universal Postal Convention and its Regulations of Execution insofar as they are applicable and are not contrary to the foregoing provisions. If the case is not provided for at all, the domestic legislation of the United States of America or of India, or the decisions made by one country or the other are applicable in the respective country.

2. The details relative to the application of the present Agreement will be fixed by the two Administrations in the Detailed

Regulations, the provisions of which may be modified or completed by mutual consent by way of correspondence.

3. The two Administrations notify each other mutually of their laws, ordinances, and tariffs concerning the exchange of parcel post, as well as of all modifications in rates which may be subsequently made.

ARTICLE XXX

Entry into Force and Duration of Agreement

This Agreement shall become effective on a date to be mutually settled between the Administrations of the two countries.^[1]

It shall remain in force until one of the Administrations of the two contracting countries has given notice to the other six months in advance of its intention to terminate it.

Done in duplicate and signed at Washington, the 17th day of September 1954 and at New Delhi, the 29th day of July 1954

[SEAL] ARTHUR E SUMMERFIELD

The Postmaster General of the United States of America

H L JERATH

The Director General of Posts and Telegraphs of India

The foregoing Parcel Post Agreement between the United States of America and India has been negotiated and concluded with my advice and consent and is hereby approved and ratified.

In testimony whereof, I have caused the Seal of the United States to be hereunto affixed.

[SEAL] DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES

Secretary of State

WASHINGTON, November 1, 1954

¹Jan. 1, 1955.

DETAILED REGULATIONS FOR THE EXECUTION OF THE PARCEL POST AGREEMENT

ARTICLE 1

Circulation

1. Each Administration shall forward by the routes and means which it uses for its own parcels, parcels delivered to it by the other Administration for conveyance in transit through its territory.
2. Missent parcels shall be retransmitted to their proper destination by the most direct route at the disposal of the office retransmitting them. Insured parcels, when missent, may not be reforwarded to their destination except as insured mail. If this is impossible, they must be returned to origin.

ARTICLE 2

Limits of Weight and Size

1. The parcels to be exchanged under the provisions of this Agreement may not exceed 22 pounds (10 kilograms) in weight nor the following dimensions:

Greatest combined length and girth, 6 feet. Greatest length 3½ feet, except that parcels measure up to 4 feet in length, on condition that parcels over 42 and not over 44 inches in length do not exceed 24 inches in girth, parcels over 44 and not over 46 inches in length do not exceed 20 inches in girth, and parcels over 46 inches and up to 4 feet in length do not exceed 16 inches in girth.

2. The limit of weight and maximum dimensions stated above may be changed from time to time by agreement made through correspondence.

ARTICLE 3

Method of Transmission. Provision of Bags

1. The exchange of parcels between the two countries shall be effected by the offices appointed by agreement between the two Administrations.

2. Parcels shall be exchanged between the two countries in bags duly fastened and sealed.

In the absence of any arrangement to the contrary, the transmission of parcels dispatched by one of the two contracting countries in transit through the other shall be effected "a decouvert."

3. A label showing the office of exchange of origin and the office of exchange of destination shall be attached to the neck of each bag, the number of parcels contained in the bag being indicated on the back of the label.

4. The bag containing the parcel bill and other documents shall be distinctively labeled.

5. Insured parcels shall be forwarded in separate bags from ordinary parcels. The neck label attached to any bag containing insured parcels shall be marked with any distinctive symbol that may from time to time be agreed upon by the two Administrations.

6. The weight of any bag of parcels shall not exceed 80 pounds avoirdupois.

7. The Postal Administrations of India and of the United States of America shall provide the respective bags necessary for the dispatch of their parcels and each bag shall be marked to show the name of the office or country to which it belongs.

8. Bags must be returned empty to the dispatching office by the next mail. Empty bags to be returned are to be made up in bundles of ten, enclosing nine bags in one. The total number of bags returned shall be entered on the relative parcel bills.

9. Each Administration shall be required to make good the value of any bags which it fails to return.

ARTICLE 4

Information to be Furnished

1. Each Administration shall communicate to the other Administration all necessary information on points of detail in connection with the exchange of parcels between the two Administrations and also:

(a) The names of the countries to which it can forward parcels handed over to it.

(b) The total amount to be credited to it by the other Administration for each destination.

(c) Any other necessary information.

2. Each Administration shall make known to the other the names of the countries to which it intends to send parcels in transit through the other.

ARTICLE 5*Fixing of Equivalents*

In fixing the charges for parcels, either Administration shall be at liberty to adopt such approximate equivalents as may be convenient in its own currency.

ARTICLE 6*Make-up of Parcels*

Every parcel shall:

- (a) Bear the exact address of the addressee in Roman characters. Addresses in pencil shall not be allowed except that parcels bearing addresses written with indelible pencil on a previously dampened surface shall be accepted. The address shall be written on the parcel itself or on a label so firmly attached to it that it cannot become detached. The sender of a parcel shall be advised to enclose in the parcel a copy of the address together with a note of his own address.
- (b) Be packed in a manner adequate for the length of the journey and for the protection of the contents.

Articles liable to injure postal employees or to damage other parcels shall be so packed as to prevent any risk.

ARTICLE 7*Special Packing*

1. Liquids and substances which easily liquefy shall be packed in two receptacles. Between the first receptacle (bottle, flask, pot, box, etc.) and the second (box of metal or of stout wood, or strong fiberboard of equal strength) shall be left a space which shall be filled with sawdust, bran, or some other absorbent material in sufficient quantity to absorb all the liquid contents in the case of breakage.

2: Dry coloring powders such as aniline blue, etc., shall be admitted only if enclosed in stout metal boxes placed inside wooden boxes with sawdust between the two receptacles.

Dry non-coloring powders must be placed in boxes of metal, wood or cardboard, these boxes must themselves be enclosed in covers of linen, parchment or heavy paper.

3. Every parcel containing precious stones, jewelry, or any article of gold, silver, or platinum exceeding \$500 or £100 in value shall be packed in a box measuring not less than 3 feet 6 inches (1.05 meters) in length and girth combined.

4. A parcel containing films or acceptable articles made of celluloid as well as the dispatch note relating thereto, if one is required, must have affixed a "caution" label with the notation in black letters "Keep away from fire, heat and open flame lights", or a similar notation.

ARTICLE 8

Customs Declarations

1. Each parcel sent to India shall be accompanied by two customs declarations and each parcel sent to the United States of America shall be accompanied by one customs declaration, according to the regulations of the country of destination. The customs declarations shall be firmly attached to the parcels to which they relate.

2. The two Administrations accept no responsibility in respect of the accuracy of customs declarations.

ARTICLE 9

Advice of Delivery

1. Insured parcels for which the senders ask an advice of delivery shall be very prominently marked "Advice of Delivery" or "A. R."

2. Such parcels shall be accompanied by a form similar to that annexed to the Detailed Regulations of the Convention of the Universal Postal Union. This advice of delivery form shall be prepared by the office of origin or by any other office appointed by the Administration of origin and shall be firmly attached to the parcel to which it relates. If it does not reach the office of destination, that office shall make out officially a new advice of delivery form.

3. The office of destination, after having duly filled out the form, shall return it by ordinary post, unenclosed, and free of postage to the address of the sender of the parcel.

4. When the sender makes inquiry concerning an advice of delivery which has not been returned to him after a reasonable interval, action shall be taken in accordance with the rules laid down in Article 10 following. In that case a second fee shall not be charged, and the office of origin shall enter the words "Duplicate advice of delivery" at the top of the form.

ARTICLE 10*Advice of Delivery Applied for after Posting*

1. When the sender applies for an advice of delivery after an insured parcel has been posted, the office of origin or any other office appointed by the Administration of origin shall fill in an advice of delivery form and shall attach it to a form of inquiry.

2. The form of inquiry accompanied by the advice of delivery form shall be treated according to the provisions of Article 19 below, with the single exception that, in the case of the due delivery of the parcel, the office of destination shall withdraw the form of inquiry and shall return the advice of delivery form in the manner prescribed in paragraph 3 of the preceding article.

ARTICLE 11*Indication of Insured Value*

Every insured parcel and the relative customs declaration and dispatch note, wherever used, shall bear an indication of the insured value in the currency of the country of origin. The indication on the parcel shall be both in words and in figures. The amount of the insured value shall be converted into gold francs by the Administration of origin. The result of the conversion shall be indicated distinctly by new figures placed beside or below those representing the amount of the insured value in the currency of the country of origin.

ARTICLE 12*Insurance Numbers, Labels, Seals*

1. Every insured parcel and its customs declaration and dispatch note, wherever used, as well shall bear on the address side, an insurance number and a small red label with the words "Insured" or "Valeur declaree" in large letters, or these words shall be marked or stamped on the parcel and the customs declaration.

2. The wax or other seals, the labels of whatever kind and any postage stamps affixed to insured parcels shall be so spaced that they cannot conceal injuries to the cover. Moreover, the labels and postage stamps, if any, shall not be folded over two sides of the cover so as to hide the edge.

ARTICLE 13*Sealing of Parcels*

1. Ordinary parcels may be sealed at the option of the senders, or careful tying is sufficient as a mode of closing.

2. Every insured parcel shall be sealed by means of wax or by lead or other seals, the seals being sufficient in number to render it impossible to tamper with the contents without leaving an obvious trace of violation. Either Administration may require a special design or mark of the sender on the sealing of insured parcels mailed in its service, as a means of protection.

3. The Customs Administration of the country of destination is authorized to open the parcels. To that end, the seals or other fastenings may be broken. Parcels opened by the Customs must be refastened and also officially resealed.

ARTICLE 14

Indication of Weight of Insured Parcels

The exact weight in grams or in pounds and ounces of each insured parcel shall be entered by the Administration of origin:

- (a) On the address side of the parcel.
- (b) On the customs declaration and dispatch note, wherever used, in the place reserved for this purpose.

ARTICLE 15

Place of Posting

Each parcel and the relative customs declaration and dispatch note, wherever used, as well shall bear the name of the office and the date of posting.

ARTICLE 16

Retransmission

1. The Administration retransmitting a missent parcel shall not levy customs or other non-postal charges upon it.

When an Administration returns such a parcel to the country from which it has been directly received, it shall refund the credits received and report the error by means of a verification note.

In other cases, and if the amount credited to it is insufficient to cover the expenses of retransmission which it has to defray, the retransmitting Administration shall allow to the Administration to which it forwards the parcel the credits due for onward conveyance; it shall then recover the amount of the deficiency by claiming it from the office of exchange from which the missent parcel was directly received. The reason for this claim shall be notified to the latter by means of a verification note.

2. When a parcel has been wrongly allowed to be dispatched in consequence of an error attributable to the postal service and has,

for this reason, to be returned to the country of origin, the Administration which sends the parcel back shall allow to the Administration from which it was received the sums credited in respect of it.

3. The charges on a parcel redirected, in consequence of the removal of the addressee or of an error on the part of the sender, to a country with which India or the United States of America has parcel-post communication shall be claimed from the Administration to which the parcel is forwarded; unless the charge for conveyance is paid at the time of redirection, in which case the parcel shall be dealt with as if it had been addressed directly from the retransmitting country to the new country of destination. In case the third country to which the parcel is forwarded refuses to assume the charges because they cannot be collected from the sender or the addressee, as the case may be, or for any other reason, they shall be charged back to the country of origin.

4. A parcel which is redirected shall be retransmitted in its original packing and shall be accompanied by the original customs declaration. If the parcel, for any reason whatsoever, has to be repacked or if the original customs declaration has to be replaced by a substitute declaration, the name of the office of origin of the parcel and the original serial number and, if possible, the date of posting at that office shall be entered both on the parcel and on the customs declaration.

ARTICLE 17

Return of Undeliverable Parcels

Anote. p. 829.

1. If the sender of an undeliverable parcel has made a request not provided for by Article XXIV, Section 1, of the Agreement, the Administration of destination need not comply with it but may return the parcel to the country of origin, after retention for the prescribed period.

2. The Administration which returns a parcel to the sender shall indicate clearly and concisely on the parcel and on the relative customs declaration the cause of nondelivery. This information may be furnished in manuscript or by means of a stamped impression or a label. The original customs declaration belonging to the returned parcel must be sent back to the country of origin with the parcel.

3. A parcel to be returned to the sender shall be entered on the parcel bill with the word "Rebut" in the "Observations" column. It shall be dealt with and charged like a parcel redirected in consequence of the removal of the addressee.

ARTICLE 18*Sale. Destruction*

When an insured parcel has been sold or destroyed in accordance with the provisions of Article XXV of the Agreement, a report of the sale or destruction shall be prepared, a copy of which shall be transmitted to the Administration of origin.

ARTICLE 19*Inquiries Concerning Parcels*

For inquiries concerning parcels which have not been returned, a form shall be used similar to the specimen annexed to the Detailed Regulations of the Parcel Post Agreement of the Universal Postal Union. These forms shall be forwarded to the offices appointed by the two Administrations to deal with them and they shall be dealt with in the manner mutually arranged between the two Administrations.

ARTICLE 20*Parcel Bills*

1. Separate parcel bills must be prepared for the ordinary parcels on the one hand and for the insured parcels on the other hand. The parcel bills are prepared in duplicate. The original is sent in the regular mails, while the duplicate is enclosed in one of the bags. The bag containing the parcel bill is designated with the letter "F" conspicuously marked on the label.

2. Ordinary parcels sent from either country to the other shall be entered on the parcel bills to show the total number of parcels and the total weight thereof.

3. Insured parcels, sent from either country shall be entered individually on the parcel bills to show the insurance number and the name of the office of origin, as well as the total net weight of the parcels.

4. Parcels sent "a decouvert" must be entered separately.

5. In the case of returned or redirected parcels the word "Returned" or "Redirected", as the case may be, must be entered on the bill against the individual entry. A statement of the charges which may be due on these parcels should be shown in the "Observations" column.

6. The total number of bags comprising each dispatch must also be shown on the parcel bill.

7. Each dispatching office of exchange shall number the parcel bills in the top left-hand corner in an annual series for each

office of exchange of destination and, as far as possible, shall enter below the number the name of the ship conveying the mail. A note of the last number of the year shall be made on the first parcel bill of the following year.

ARTICLE 21

Check by Offices of Exchange. Notification of Irregularities

1. On receipt of a mail, whether of parcels or of empty bags, the office of exchange shall check the parcels and the various documents which accompany them, or the empty bags, as the case may be, against the particulars entered on the relative parcel bill and, if necessary, shall report missing articles or other irregularities by means of a verification note.

2. Any discrepancies in the credits and accounting shall be notified to the dispatching office of exchange by verification note. The accepted verification notes shall be attached to the parcel bills to which they relate. Corrections made on parcel bills not supported by vouchers shall not be considered valid.

ARTICLE 22

Credits

1. The territorial credit due to India for parcels addressed for delivery in the service of its territory shall be 26.5 cents per pound computed on the bulk net weight of each dispatch.

2. The territorial credit due to the United States of America for parcels addressed for delivery in the service of its territory shall be as follows, computed on the bulk net weight of each dispatch:

For parcels addressed to the United States of America (continent) 0.32 franc per pound.

The combined territorial and maritime credits due to the United States of America for parcels addressed for delivery to the service of its possessions are as follows:

For parcels addressed to Alaska, 1.00 franc per pound.

For parcels addressed to Puerto Rico and the Virgin Islands, 0.48 franc per pound.

For parcels addressed to Samoa, Guam, and Hawaii, 0.84 franc per pound.

3. Each Administration reserves the right to vary its territorial rates in accordance with any alterations of these charges which may be decided upon in connection with its parcel-post relations with other countries generally.

4. Three months' advance notice must be given of any increase or reduction of the rates mentioned in Sections 1 and 2 of this Article. Such reduction or increase shall be effective for a period of not less than one year.

ARTICLE 23

Accounting for Credits

1. Each Administration shall cause each of its offices of exchange to prepare quarterly for all the parcel mails dispatched to it during the quarter by each of the offices of exchange of the other Administration a statement of the total amounts entered on the parcel bills, whether to its credit or to its debit.

2. These statements shall be afterwards summarized by the same Administrations in quarterly accounts which, accompanied by the parcel bills relating thereto, shall be forwarded to the corresponding Administration in the course of the quarter following that to which it relates.

3. The recapitulation, transmission, examination, and acceptance of these accounts must not be delayed. After acceptance, the accounts shall be summarized in a quarterly general account prepared by the Administration to which the balance is due and payment of the balance shall take place, at the latest, at the expiration of the following quarter. After expiration of this term, the sums due from one Administration to the other shall bear interest at the rate of 5 per cent per annum to be reckoned from the date of expiration of the said term. The balance due must be paid by sight draft drawn on New York, or by some other means mutually agreed upon by correspondence.

ARTICLE 24

Entry into Force and Duration of the Detailed Regulations

The present Detailed Regulations shall come into force on the day on which the Parcel Post Agreement comes into force and shall have the same duration as the Agreement. The Administrations concerned shall, however, have the power by mutual consent to modify the details from time to time.

Done in duplicate and signed at Washington, on the 17th day of September, 1954 and at New Delhi, the 29th day of July 1954

ARTHUR E SUMMERFIELD

The Postmaster General of the United States of America

H L JERATH

The Director General of Posts and Telegraphs of India

[SEAL]

TIAS 8229

The foregoing Detailed Regulations for the Execution of the Parcel Post Agreement between the United States of America and India have been negotiated and concluded with my advice and consent and are hereby approved and ratified.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

[SEAL] DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES

Secretary of State

WASHINGTON, November 1, 1954

ECUADOR

GUARANTY OF PRIVATE INVESTMENTS

*Agreement effected by exchange of notes
Signed at Washington March 28 and 29, 1955;
Entered into force March 29, 1955.*

TIAS 3230
Mar. 28, 29,
1955

The Secretary of State to the Ecuadoran Ambassador

DEPARTMENT OF STATE
WASHINGTON
March 28 1955

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments, relating to guaranties on expropriation and inconvertibility authorized by Section 413 (b) (4) of the Mutual Security Act of 1954. I also confirm the understandings reached as a result of these conversations as follows:

68 Stat. 847.
22 U.S.C. § 1933.

The Governments of Ecuador and of the United States of America will, upon the request of either of them, consult respecting projects in Ecuador and the type of guaranties proposed by nationals of the United States of America with regard to which guaranties under the aforesaid Section 413 (b) (4), have been made or are under consideration. With respect to such guaranties extending to projects which are approved by the Government of Ecuador in accordance with the provisions of the aforesaid Section, the Government of Ecuador agrees:

- a. That if the Government of the United States of America makes payment in United States dollars to any persons under any such guaranty, the Government of Ecuador will recognize the transfer to the United States of America of any right, title or interest of such person in assets, currency, credits, or other property on account of which such payment was made and the subrogation of the United States of America to any claim or cause of action of such person arising in connection therewith. The Government of Ecuador shall also recognize any transfer to, or subrogation of the Government of the United States of America pursuant to such guaranty of any compensation for

- loss covered by such guaranties received from any source other than the Government of the United States of America;
- b. That sucre amounts acquired by the Government of the United States of America pursuant to such guaranties shall be accorded treatment not less favorable than that accorded at the time of such acquisition to private funds arising from transactions of United States nationals which are comparable to the transactions covered by such guaranties, and that such sucre amounts will be freely available to the Government of the United States of America for administrative expenditures in Ecuador;
- c. That any claim against the Government of Ecuador to which the Government of the United States of America may be subrogated as the result of any payment under such a guaranty, shall be the subject of direct negotiations between the two Governments. If, within a reasonable period, they are unable to settle the claim by agreement, it shall be referred for final and binding determination to a sole arbitrator selected by mutual agreement. If the Governments are unable, within a period of three months, to agree upon such selection, the arbitrator shall be one who may be designated by the President of the International Court of Justice at the request of either Government.

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

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

For the Secretary of State:

EDWARD J. SPARKS

His Excellency

Señor Dr. José R. CHIRIBOGA V.,
Ambassador of Ecuador.

The Ecuadoran Ambassador to the Secretary of State

EMBAJADA DEL ECUADOR
WASHINGTON, D. C.

MARCH 29, 1955

EXCELLENCY:

I have the honor to refer to your important letter dated March 28, 1955, in which Your Excellency confirms the understandings

reached as a result of conversations recently taken place between this Embassy and representatives of the United States Government, relating to guaranties on expropriation and inconvertibility authorized by Section 413 (b) (4) of the Mutual Security Act of 1954.

Following special instructions received from my Government I have the pleasure to accept and confirm the understandings which read as follows:

"The Governments of Ecuador and of the United States of America will, upon the request of either of them, consult respecting projects in Ecuador and the type of guaranties proposed by nationals of the United States of America with regard to which guaranties under the aforesaid Section 413 (b) (4), have been made or are under consideration. With respect to such guaranties extending to projects which are approved by the Government of Ecuador in accordance with the provisions of the aforesaid Section, the Government of Ecuador agrees:

- a. That if the Government of the United States of America makes payment in United States dollars to any persons under any such guaranty, the Government of Ecuador will recognize the transfer to the United States of America of any right, title or interest of such person in assets, currency, credits, or other property on account of which such payment was made and the subrogation of the United States of America to any claim or cause of action of such person arising in connection therewith. The Government of Ecuador shall also recognize any transfer to, or subrogation of the Government of the United States of America pursuant to such guaranty of any compensation for loss covered by such guaranties received from any source other than the Government of the United States of America;
- b. That sucre amounts acquired by the Government of the United States of America pursuant to such guaranties shall be accorded treatment not less favorable than that accorded at the time of such acquisition to private funds arising from transactions of United States nationals which are comparable to the transactions covered by such guaranties, and that such sucre amounts will be freely available to the Government of the United States of America for administrative expenditures in Ecuador;
- c. That any claim against the Government of Ecuador to which the Government of the United States of America may be sub-

rogated as the result of any payment under such a guaranty, shall be the subject of direct negotiations between the two Governments. If, within a reasonable period, they are unable to settle the claim by agreement, it shall be referred for final and binding determination to a sole arbitrator selected by mutual agreement. If the Governments are unable, within a period of three months, to agree upon such selection, the arbitrator shall be one who may be designated by the President of the International Court of Justice at the request of either Government."

The Government of Ecuador considers that your note of March 28, 1955 and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on this date March 29, 1955.

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

JOSÉ R. CHIRIBOGA V

No. 51

His Excellency

Mr. JOHN FOSTER DULLES

Secretary of State

PHILIPPINES

MUTUAL SECURITY

Military and Economic Assistance

*Agreement effected by exchange of notes
Signed at Manila April 27, 1955;
Entered into force April 27, 1955.*

TIAS 3231
Apr. 27, 1955

The American Ambassador to the Philippine Secretary of Foreign Affairs

AMERICAN EMBASSY
Manila, Philippines, April 27, 1955

No. 1295

EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between our two Governments concerning the furnishing by my Government, subject to the terms and conditions prescribed by law, to the Government of the Republic of the Philippines of financial assistance to the extent of \$9,500,000, to promote the mutual defense and economic objectives of our two Governments, in connection with certain facilities required by the Armed Forces of the Philippines and in furtherance of the Joint Philippine American Economic Development Program, and to confirm the understandings reached as a result of these conversations, as follows:

1. The Government of the Republic of the Philippines agrees to accomplish: (1) such construction of facilities in connection with the training of an infantry division; (2) such construction of necessary improvements and facilities in Basa Air Base; and (3) such other military construction projects as may be jointly decided upon by the Secretary of National Defense of the Republic of the Philippines and the Chief Advisor, Joint United States Military Advisory Group to the Republic of the Philippines. Funds for the implementation of the projects so decided upon will be made available by the Chief Advisor, Joint United States Military Advisory Group. The Philippine Government agrees to provide suitable real property, it being understood that facilities

to be provided under this agreement may be placed only on such real property to which the Philippine Government has clear title or a court order of a court of competent jurisdiction in condemnation or expropriation proceedings authorizing the Philippine Government to enter into and use the land, and is so certified by the Secretary of National Defense of the Republic of the Philippines. Memoranda of agreement as to projects mutually agreed upon shall be maintained by the Office of the Secretary of National Defense of the Republic of the Philippines and by the Joint United States Military Advisory Group.

2. Should it appear advantageous to the expeditious accomplishment of the projects referred to above, the Chief Advisor, Joint United States Military Advisory Group, may, at his discretion, authorize the transfer of dollar funds made available pursuant to this Agreement to the United States Department of Defense for purchase of those items required for such projects which can best be procured from United States military stocks. The Chief Advisor may also, at his discretion, authorize the import, utilizing as appropriate the pesos made available under this Agreement through normal Central Bank procedures, for such other items which are not economically procurable in terms of price and quality within the Philippines. Locally produced materials, however, shall be used wherever such materials are of satisfactory quality and are available at reasonable, comparable prices.

3. The Philippine Government agrees that peso funds made available from time to time by the Chief Advisor, Joint United States Military Advisory Group, will be deposited in a special account of the Armed Forces of the Philippines at a bank to be selected by the Philippine Government. Such funds shall be used solely as directed by the Secretary of National Defense of the Republic of the Philippines for projects as mutually agreed upon in writing with the Chief Advisor, Joint United States Military Advisory Group.

4. The portion of the \$9,500,000 fund not authorized by the Chief Advisor, Joint United States Military Advisory Group, for the importation of construction materials or equipment from United States military stocks, shall be allocated for essential industrial imports as described in Supplementary Agreement No. 1, dated January 23, 1955, to Counterpart Project No. 32 between the Philippine Council for United States Aid and the United States of America Operations Mission to the Philippines [¹] or for

¹ Not printed.

other imports as subsequently agreed upon between the two Governments. If allocations for other imports are made or if the two Governments subsequently agree to the allocation for the direct purchase of pesos as required, the Philippine Government, through its agent the Central Bank, agrees to reserve the equivalent amount of dollars for the import of essential industrial equipment as described above.

5. Peso receipts arising from the imports financed from this portion of the dollar fund shall be deposited to the Counterpart Fund-Special Account as established in the Economic and Technical Cooperation Agreement between the two Governments dated April 27, 1951. Upon the request of the Joint United States Military Advisory Group, ninety-five per cent of these deposits shall be released to it solely to satisfy the requirements of the Chief Advisor for peso funds to be used for purposes covered in this Agreement. The use of any pesos generated pursuant to this Agreement which are not required for the purposes of this Agreement shall be subject to the joint determination of the two Governments.

6. The Government of the Republic of the Philippines shall permit the unrestricted entry, and shall exempt from all duties and all taxes, such products, property, materials, services and/or equipment as required to be imported for the construction of military facilities pursuant to this Agreement, whether such importation is effected either directly by the Philippine Government and/or the Government of the United States or indirectly by private persons or firms under contract with the Philippine Government for construction of said military facilities. The Philippine Government agrees that no internal taxes of any kind or description, except income taxes, shall be levied on any materials, equipment, supplies and/or services which may be purchased or otherwise acquired in connection with the terms of this Agreement on an approved project as referred to herein, which materials, equipment, supplies and/or services are required solely for such projects.

7. The Philippine Government agrees that such records and data as are or may be requested by the Chief Advisor, Joint United States Military Advisory Group, for the purpose of ensuring to his satisfaction that the funds made available by the United States Government have been properly utilized for the projects or other authorized purposes referred to herein, shall be made available to him or to his designated representative by the Philippine agencies concerned with such funds.

TIAS 2498
3 UST, pt. 3, p. 3707.

I have the honor to propose that, if these undertakings are acceptable to your Government, this note and Your Excellency's reply will constitute an Agreement between our two Governments governing the joint undertaking outlined in this note which may be terminated by mutual agreement upon thirty days' notice in writing.

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

HOMER FERGUSON

His Excellency

CARLOS P. GARCIA,

*Secretary of Foreign Affairs of the
Republic of the Philippines.*

*The Philippine Secretary of Foreign Affairs to the
American Ambassador*

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

No. 1002

MANILA, April 27, 1955

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note No. 1295 dated April 27, 1955 which reads as follows:

"I have the honor to refer to the conversations which have recently taken place between our two Governments concerning the furnishing by my Government, subject to the terms and conditions prescribed by law, to the Government of the Republic of the Philippines of financial assistance to the extent of \$9,500,-000, to promote the mutual defense and economic objectives of our two Governments, in connection with certain facilities required by the Armed Forces of the Philippines and in furtherance of the Joint Philippine American Economic Development Program, and to confirm the understandings reached as a result of these conversations, as follows:

"1. The Government of the Republic of the Philippines agrees to accomplish: (1) such construction of facilities in connection with the training of an infantry division; (2) such construction of necessary improvements and facilities in *Basa Air Base*; and (3) such other military construction projects as may be jointly decided upon by the Secretary of National Defense of the Republic of the Philippines and the Chief

Advisor, Joint United States Military Advisory Group to the Republic of the Philippines. Funds for the implementation of the projects so decided upon will be made available by the Chief Advisor, Joint United States Military Advisory Group. The Philippine Government agrees to provide suitable real property, it being understood that facilities to be provided under this agreement may be placed only on such real property to which the Philippine Government has clear title or a court order of a court of competent jurisdiction in condemnation or expropriation proceedings authorizing the Philippine Government to enter into and use the land, and is so certified by the Secretary of National Defense of the Republic of the Philippines. Memoranda of agreement as to projects mutually agreed upon shall be maintained by the Office of the Secretary of National Defense of the Republic of the Philippines and by the Joint United States Military Advisory Group.

"2. Should it appear advantageous to the expeditious accomplishment of the projects referred to above, the Chief Advisor, Joint United States Military Advisory Group, may, at his discretion, authorize the transfer of dollar funds made available pursuant to this Agreement to the United States Department of Defense for purchase of those items required for such projects which can best be procured from United States military stocks. The Chief Advisor may also, at his discretion, authorize the import, utilizing as appropriate the pesos made available under this Agreement through normal Central Bank procedures, for such other items which are not economically procurable in terms of price and quality within the Philippines. Locally produced materials, however, shall be used wherever such materials are of satisfactory quality and are available at reasonable, comparable prices.

"3. The Philippine Government agrees that peso funds made available from time to time by the Chief Advisor, Joint United States Military Advisory Group, will be deposited in a special account of the Armed Forces of the Philippines at a bank to be selected by the Philippine Government. Such funds shall be used solely as directed by the Secretary of National Defense of the Republic of the Philippines for projects as mutually agreed upon in writing with the Chief Advisor, Joint United States Military Advisory Group.

"4. The portion of the \$9,500,000 fund not authorized by the Chief Advisor, Joint United States Military Advisory Group, for

the importation of construction materials or equipment from United States military stocks, shall be allocated for essential industrial imports as described in Supplementary Agreement No. 1, dated January 23, 1955, to Counterpart Project No. 32 between the Philippine Council for United States Aid and the United States of America Operations Mission to the Philippines or for other imports as subsequently agreed upon between the two Governments. If allocations for other imports are made or if the two Governments subsequently agree to the allocation for the direct purchase of pesos as required, the Philippine Government, through its agent the Central Bank, agrees to reserve the equivalent amount of dollars for the import of essential industrial equipment as described above.

"5. Peso receipts arising from the imports financed from this portion of the dollar fund shall be deposited to the Counterpart Fund-Special Account as established in the Economic and Technical Cooperation Agreement between the two Governments dated April 27, 1951. Upon the request of the Joint United States Military Advisory Group, ninety-five per cent of these deposits shall be released to it solely to satisfy the requirements of the Chief Advisor for peso funds to be used for purposes covered in this Agreement. The use of any pesos generated pursuant to this Agreement which are not required for the purposes of this Agreement shall be subject to the joint determination of the two Governments.

"6. The Government of the Republic of the Philippines shall permit the unrestricted entry, and shall exempt from all duties and all taxes, such products, property, materials, services and/or equipment as required to be imported for the construction of military facilities pursuant to this Agreement, whether such importation is effected either directly by the Philippine Government and/or the Government of the United States or indirectly by private persons or firms under contract with the Philippine Government for construction of said military facilities. The Philippine Government agrees that no internal taxes of any kind or description, except income taxes, shall be levied on any materials, equipment, supplies and/or services which may be purchased or otherwise acquired in connection with the terms of this Agreement on an approved project as referred to herein, which materials, equipment, supplies and/or services are required solely for such projects.

"7. The Philippine Government agrees that such records and data as are or may be requested by the Chief Advisor, Joint

United States Military Advisory Group, for the purpose of ensuring to his satisfaction that the funds made available by the United States Government have been properly utilized for the projects or other authorized purposes referred to herein, shall be made available to him or to his designated representative by the Philippine agencies concerned with such funds.

"I have the honor to propose that, if these undertakings are acceptable to your Government, this note and Your Excellency's reply will constitute an Agreement between our two Governments governing the joint undertakings outlined in this note which may be terminated by mutual agreement upon thirty days' notice in writing.

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

I am pleased to inform Your Excellency that the terms and conditions set forth in your above-quoted note are acceptable to my Government and that my Government considers the same together with this reply concurring thereto as constituting an Agreement arrived at between our two Governments on the matter.

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

CARLOS P GARCIA

His Excellency

HOMER FERGUSON

American Ambassador

Manila

HAITI

Emergency Relief Assistance

*Agreement effected by exchange of notes
Signed at Port-au-Prince March 22 and April 1, 1955;
Entered into force April 1, 1955;
Operative retroactively October 15, 1954.*

TIAS 3232
Mar. 22 and
Apr. 1, 1955

*The American Ambassador to the Haitian Secretary of State
for Foreign Relations*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Port-au-Prince, March 22, 1955.

No. 169

EXCELLENCY:

I have the honor to refer to the request of Your Excellency's Government for emergency assistance in connection with the recent hurricane disaster in Haiti, and to the assistance which my Government is providing or may hereafter provide in response to that request. The purpose of this note is to set forth and confirm the understandings which govern the furnishing of this assistance.

1. Assistance provided under this program may include the furnishing on a grant or other basis of commodities, services and the ocean transportation of commodities, and shall be provided on the basis of requests from the Government of Haiti approved by the Government of the United States. Such assistance will be furnished pursuant to such additional arrangements as may be agreed upon between appropriate representatives of the two Governments, including representatives of the United States Foreign Operations Mission (or any successor agency or other agency designated for the purpose by the Government of the United States) and of any agency or agencies designated by the Government of Haiti. Assistance hereunder will be furnished subject to the provisions of the United States legislation and regulations. It is understood that the Government of Haiti intends to accept specific assistance only on terms consistent with its laws

and regulations. To the extent that commodities to be provided pursuant to this agreement may be obtained other than by United States Government procurement, the Government of Haiti will cooperate with the Government of the United States to assure that procurement will be at reasonable prices and on reasonable terms. Assistance provided hereunder shall be in addition to that provided under the technical cooperation program conducted pursuant to the General Agreement for Technical Cooperation between the Government of the United States and the Government of Haiti effected by an exchange of notes signed at Port-au-Prince May 2, 1951.

TIAS 2414.
3 UST 545.

68 Stat. 457.
7 U. S. C. §§ 1721-
1724.

2. Any commodities or funds introduced into Haiti by the Government of the United States under this program shall be exempt from taxes, service charges, investment or deposit requirements and currency controls.

3. Supplies furnished by the Government of the United States under this program pursuant to Title II of Public Law 480, shall be distributed among the people of Haiti free of cost to persons who, by virtue of circumstances beyond their control, are unable to pay for them, and shall be distributed without discrimination.

4. In order to assure the maximum benefits to the people of Haiti from assistance furnished hereunder by the Government of the United States, the Government of Haiti undertakes to:

(a) Prepare, in consultation with representatives of the Government of the United States, a plan for the rehabilitation of the economy and coordinate implementation of the rehabilitation plan with the technical cooperation program and other economic programs of the Government of Haiti.

(b) Give priority in the utilization of available funds and other resources to implementation of the rehabilitation plan and completion of existing development projects.

(c) Pursue all appropriate measures to promote economic rehabilitation and development, to restore and maintain stable economic and financial conditions, to reduce its need for extraordinary assistance and to assure maximum feasible effective utilization of all available resources for the achievement of these objectives.

5. Recognizing that the effectiveness of this assistance program will be enhanced by the two Governments sharing reasonably the financing of cooperative operations hereunder and by the expenditure of local currency which may derive from assistance provided hereunder by the Government of the United States, the Government of Haiti agrees:

(a) To bear a fair share (consistent with its ability to contribute and with the balanced achievement of the objectives of this agreement) of the costs of cooperative projects or operations carried out pursuant to this agreement. With respect to agricultural commodities furnished pursuant to II of Public Law 480, the Haitian Government shall bear all costs upon arrival of the commodities in Haiti, including those for loading and unloading of vessels, planes and other transportation media, port charges, storage, internal transportation, distribution and related operations, and other necessary charges incurred in Haiti.

(b) With respect to any supplies which may be granted hereunder by the Government of the United States and which are furnished under arrangement resulting in the accrual of proceeds to the Government of Haiti from the import into Haiti or the sale of such supplies, the Government of Haiti will establish in its own name a special account in the Banque Nationale de la République d'Haiti (hereinafter referred to as the "Special Account") and shall deposit promptly in this account the amounts of local currency equivalent to the sums accruing to the Government of Haiti from the sale or the import into Haiti of such supplies. The Government of the United States will from time to time notify the Government of Haiti of its local currency requirements for expenditures incident to the furnishing of assistance under this agreement or under the above-mentioned General Agreement for Technical Cooperation and the Government of Haiti will thereupon make such sums available out of any balances in the Special Account in the manner requested by the Government of the United States in its notification. The Government of Haiti may draw upon any remaining balance in the Special Account as may be agreed upon from time to time by the representatives referred to in paragraph 1 for the benefit of the victims of the recent hurricane disaster in Haiti or for such other purposes beneficial to Haiti as may be jointly approved by such representatives. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance to Haiti under this agreement shall be disposed of for such purposes as may, subject to approval by Act or joint resolution of the United States Congress, be agreed to between the Government of the United States and the Government of Haiti.

6. (a) The Governments will, upon the request of either of them, consult regarding any matter relating to the application of this agreement and operations thereunder. The Government of Haiti will provide such information as may be necessary to carry out the provisions of this agreement, including statements on the

use of the assistance received hereunder and other information bearing upon the execution of work undertaken through the assistance agreement which the Government of the United States may need to determine the nature and scope of operations under this agreement and to evaluate the effectiveness of the assistance furnished or contemplated.

(b) The Government of Haiti will give full and continuous publicity in Haiti to the objectives and progress of the program under this agreement, including information to the people of Haiti that this program is evidence of the friendship existing between the people of the United States and the people of Haiti, and will make public, upon termination of this program and at such other times during the course of the program as the Government of the United States may request, full statements of operations hereunder, including information as to the use of the assistance received and the use of the local currency deposited in the Special Account.

7. The Government of Haiti will receive persons designated with its consent by the Government of the United States to discharge the responsibilities of the Government of the United States under this agreement and permit such persons to observe without restriction the distribution in Haiti of commodities and services which may be made available hereunder, including the provision of the facilities necessary for cooperation in the carrying out of this agreement and to observe operations under it. The Government of Haiti will grant such persons and members of their families upon the request of the United States Embassy in Haiti, the rights, exemptions, privileges and immunities accorded to employees of the Government of the United States assigned to duties in Haiti in connection with the technical cooperation program referred to in paragraph 1 above.

8. All or any part of the assistance provided hereunder may be terminated by the Government of the United States if it is determined that because of changed conditions the continuation of the assistance is unnecessary or undesirable. The termination of the assistance under this provision may include the termination of deliveries of any commodities authorized hereunder but not actually delivered.

If the terms set forth above are in accordance with Your Excellency's understanding, I would appreciate receiving from Your Excellency a reply to that effect. My Government will consider this note and Your Excellency's reply concurring therein as constituting an agreement which shall be effective as of October 15,

1954, and shall remain in force until sixty days after the receipt by either Government of written notice of the intention of the other Government to terminate it, except that the provisions of paragraph 5 (b) shall remain in force until all the sums required to be deposited in accordance with its terms have been disposed of as provided in that paragraph.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Roy Tasco Davis

His Excellency,

M. MAUCLAIR ZÉPHIRIN,

*Secretary of State for Foreign Relations,
Port-au-Prince.*

*The Haitian Secretary of State for Foreign Relations to the
American Ambassador*

SECRÉTAIRERIE D'ETAT
DES
RELATIONS EXTÉRIEURES

EC/A-2 : 520/2341

RÉPUBLIQUE D'HAÏTI
Port-au-Prince, le 1er avril 1955.

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de la Note de Votre Excellence en date du 22 mars écoulé No 169 dont les termes en français sont les suivants:

"Excellence"

J'ai l'honneur de me référer à la demande produite par le Gouvernement de Votre Excellence pour une aide urgente en ce qui a trait aux ravages causés, en Haïti, par le cyclone et à l'aide que mon Gouvernement fournit actuellement, ou pourra fournir, dans la suite conformément à cette requête. La présente note a pour but d'exposer et de confirmer les conditions qui régissent l'octroi de cette assistance.

1.- L'assistance fournie dans le cadre de ce programme pourra comprendre la fourniture, à titre de don ou sur une autre base, de produits, services et transport maritime de produits, et sera fournie sur la base de demandes produites par le Gouvernement d'Haïti et approuvées par le Gouvernement des Etats-Unis. Cette Assistance sera fournie conformément aux arrangements supplémentaires qui pourront être convenus par les représentants

compétents des deux Gouvernements, y compris des représentants de la Mission des Opérations Etrangères des Etats-Unis (ou tout autre organisme qui lui succède ou tout autre service désigné à cet effet par le Gouvernement des Etats-Unis) et de tout Organisme ou Service désigné par le Gouvernement d'Haiti. L'assistance ici prévue sera fournie sous réserve des dispositions des lois et règlements des Etats-Unis. Il demeure entendu que le Gouvernement d'Haiti n'a l'intention d'accepter une assistance déterminée que lorsque les conditions en sont compatibles avec ses lois et règlements. Dans la mesure où les produits à fournir aux termes du présent Accord pourront être obtenus, autrement que par le Service des fournitures du Gouvernement des Etats-Unis, le Gouvernement d'Haiti coopérera avec le Gouvernement des Etats-Unis pour veiller à ce que l'approvisionnement se fasse à des prix et à des termes raisonnables. L'assistance fournie en vertu du présent accord viendra en sus de celle fournie dans le cadre du programme de coopération technique dont l'exécution est réalisée en vertu de l'accord général de Coopération Technique intervenu entre le Gouvernement des Etats-Unis et le Gouvernement d'Haiti par échange de notes signées à Port-au-Prince le 2 mai 1951.

2.- Tous produits ou fonds introduits en Haïti par le Gouvernement des Etats-Unis dans le cadre de ce programme seront exonérés de tout droit, frais de service et dispensés de toutes prescriptions d'investissement ou de dépôt et de contrôle de change.

3.- Les provisions fournies par le Gouvernement des Etats-Unis dans le cadre de ce programme conformément au Titre II de la Loi Publique 480, seront distribuées gratuitement parmi la population d'Haïti aux personnes qui, par suite de circonstances indépendantes de leur volonté, sont incapables d'en payer le prix et les dites provisions seront distribuées sans discrimination.

4.- Afin d'assurer que le peuple d'Haïti tire le maximum d'avantages de l'assistance fournie aux termes du présent Accord par le Gouvernement des Etats-Unis le Gouvernement d'Haïti s'engage à :

a) établir, en consultation avec des représentants du Gouvernement des Etats-Unis, un plan pour le relèvement de son économie et coordonner la mise en oeuvre dudit plan de relèvement avec le programme de coopération technique et d'autres programmes économiques du Gouvernement d'Haïti.

b) accorder la priorité dans l'utilisation des fonds et autres ressources disponibles, à la mise en oeuvre du plan de relèvement et l'achèvement des projets actuels de développement.

c) prendre toutes les mesures appropriées pour encourager le relèvement et le développement économique, pour restaurer et maintenir des conditions économiques et financières stables, pour réduire ses besoins en assistance extraordinaire et pour assurer dans toute la mesure du possible l'utilisation effective maximum de toutes les ressources disponibles afin d'atteindre ces buts.

5.— Reconnaissant que les deux Gouvernements pourront augmenter l'efficacité de ce programme d'assistance en partageant raisonnablement le coût du financement des opérations coopératives exécutées dans le cadre de ce programme et en dépensant les monnaies qui ont cours légal et qui peuvent provenir de l'aide fournie en vertu du présent accord par le Gouvernement des Etats-Unis, le Gouvernement d'Haiti accepte de:

a) supporter une portion raisonnable (compatible avec sa capacité de contribuer et avec la réalisation équilibrée des objectifs de cet accord) du coût des opérations ou projets coopératifs exécutés en vertu de cet Accord. En ce qui a trait aux produits agricoles fournis conformément au titre II de la Loi Publique 480, le Gouvernement haitien supportera tous les frais à l'arrivée de ces produits, en Haïti, y compris, ceux de chargement et de déchargement des navires, avions et autres moyens de transport, les frais portuaires, d'emmagasinage de transport intérieur, de distribution et des opérations connexes, et tous autres frais occasionnés par la distribution.

b) en ce qui a trait aux produits qui peuvent être cédés en vertu du présent Accord par le Gouvernement des Etats-Unis et qui sont fournis en vertu d'un arrangement qui a pour conséquence de permettre au Gouvernement haitien de retirer des revenus de l'importation en Haïti ou de la vente de ces produits, le Gouvernement d'Haïti ouvrira à son propre nom à la Banque Nationale de la République d'Haïti un compte spécial (ci-après désigné par l'expression le "Compte Spécial") et déposera dans ce compte les montants de monnaie ayant cours légal et équivalents aux sommes revenant au Gouvernement d'Haïti de la vente ou de l'importation en Haïti de ces produits. Le Gouvernement des Etats-Unis fera connaître de temps en temps au Gouvernement d'Haïti ses besoins en monnaie pour des dépenses entraînées par l'octroi de l'assistance aux termes du présent Accord ou en vertu de l'Accord Général de Coopération Technique sus-mentionné et le Gouvernement d'Haïti tirera ces sommes du Compte Spécial pour donner suite à ces demandes de Fonds. Le Gouvernement d'Haïti pourra tirer des fonds de tout solde du Compte Spécial, de la manière qui pourra être convenue de temps en

temps par les représentants dont il est question au paragraphe I, au profit des victimes du récent cyclone, ou dans d'autres buts avantageux pour Haïti que les dits représentants pourront conjointement approuver. Tout reliquat libre du Compte Spécial à la fin du programme d'assistance à Haïti prévu au présent Accord sera utilisé à telles fins qui pourront être convenues entre le Gouvernement des Etats-Unis et le Gouvernement d'Haïti, sous réserve que le Congrès des Etats-Unis y donne son approbation sous forme de Loi ou de résolution conjointe.

6.-
(a) Les Gouvernements, sur la demande de l'un d'eux, se consulteront au sujet de toute question se rapportant à l'application de cet Accord et à l'exécution des opérations qui y sont prévues. Le Gouvernement d'Haïti fournira les renseignements qui sont nécessaires à l'exécution des dispositions du Présent Accord, y compris des déclarations sur l'utilisation de l'assistance reçue aux termes du présent Accord et d'autres renseignements ayant trait à l'exécution des travaux entrepris à cet Accord d'Assistance et dont le Gouvernement des Etats-Unis pourra avoir besoin pour déterminer la nature et la portée des opérations prévues au dit Accord et pour évaluer l'efficacité de l'assistance fournie ou envisagée.

(b) Le Gouvernement d'Haïti donnera publicité en Haïti sur les objectifs et la marche du programme prévu au présent Accord, et fera savoir au peuple haïtien que ce programme est la preuve de l'amitié qui existe entre le peuple américain et le peuple haïtien et publiera sur la demande du Gouvernement des Etats-Unis d'Amérique à l'achèvement ou au cours de l'exécution du programme des rapports détaillés sur les opérations faites en vertu du présent Accord y compris des renseignements sur l'utilisation de l'assistance reçue et des fonds en monnaie ayant cours légal déposés au Compte Spécial.

7.- Le Gouvernement d'Haïti recevra les personnes nommées avec son assentiment par le Gouvernement des Etats-Unis pour exécuter les engagements pris par le Gouvernement des Etats-Unis aux termes du présent Accord et permettre à ces personnes d'observer en toute liberté la distribution en Haïti des produits et services qui peuvent être fournis en vertu du présent Accord, et fournira aux dites personnes toutes les facilités nécessaires pour coopérer à l'exécution de cet Accord et observer l'assistance fournie en vertu dudit Accord. Le Gouvernement d'Haïti accordera au Personnel Supérieur chargé de l'exécution de cet Accord et aux membres de leur famille les droits, exonérations, priviléges et immunités accordés aux employés du Gouvernement des Etats-

Unis envoyés en mission en Haïti aux termes de l'accord de coopération technique mentionné au paragraphe I ci-dessus.

8.—Le Gouvernement des Etats-Unis pourra mettre fin à la totalité ou à une partie de l'assistance prévue au présent Accord s'il s'avère que, par suite d'un changement de la situation, il n'est pas utile ou souhaitable de continuer cette assistance. La cessation de l'assistance aux termes de la présente disposition pourra comprendre la cessation des livraisons de produits autorisés par le présent Accord mais qui n'ont pas encore eu lieu.

Si les termes qui précèdent rencontrent l'agrément de Votre Excellence, j'apprécierais de recevoir une réponse de Votre Excellence à cet effet. Mon Gouvernement considérera cette note et la réponse de Votre Excellence y relative comme constituant un Accord qui entrera en vigueur le 15 octobre 1954, et demeurera en vigueur soixante jours après que l'un ou l'autre Gouvernement aura été avisé par écrit de l'intention de l'autre Gouvernement d'y mettre fin, excepté que les dispositions du paragraphe (5) (b) demeureront en vigueur tant que toutes les sommes qui doivent être déposées conformément aux dites dispositions n'auront pas été utilisées comme prévu audit paragraphe.

Je profite de cette occasion pour renouveler à Votre Excellence les assurances de ma très haute considération.

S) Roy Tasco DAVIS

En réponse à cette communication, j'ai l'honneur d'informer Votre Excellence que le Gouvernement d'Haïti accepte les propositions faites dans la Note ci-dessus, et conformément à la suggestion qui y est contenue, cette Note et la présente Réponse seront considérées comme constituant un Accord entre nos deux Gouvernements, lequel Accord prendra effet à partir du 15 octobre 1954.

Je profite de l'occasion pour renouveler à Votre Excellence, Monsieur l'Ambassadeur, l'assurance de ma haute considération.

ZÉPHIRIN

Son Excellence

Monsieur Roy TASCO DAVIS

Ambassadeur Extraordinaire et

Plénipotentiaire des Etats-Unis d'Amérique

Port-au-Prince.-

Translation

MINISTRY OF STATE
FOR
FOREIGN RELATIONS
EC/A-2: 520/2341

REPUBLIC OF HAITI
Port-au-Prince, April 1, 1955

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 169, dated March 22, 1955, the French text of which reads as follows:

[For the English language text of the note, see *ante*; p. 855.]

In reply to that communication, I have the honor to inform Your Excellency that the Government of Haiti accepts the proposals made in the above note, and, pursuant to the suggestion contained therein, that note and this reply shall be considered as constituting an agreement between our two Governments, to become effective on October 15, 1954.

I avail myself of the occasion to renew to Your Excellency, Mr. Ambassador, the assurance of my high consideration.

ZÉPHIRIN

His Excellency

ROY TASCO DAVIS

Ambassador Extraordinary and

Plenipotentiary of the United States of America

Port-au-Prince

MULTILATERAL

German External Debts

Administrative agreement, with annex, implementing annexes IX and X to the agreement of February 27, 1953.

TIAS 3233
Dec. 1, 1954

Signed at Bonn December 1, 1954;

Entered into force December 1, 1954.

With exchange of notes

Signed at Bonn and Bad Godesberg December 1, 1954.

ADMINISTRATIVE AGREEMENT CONCERNING THE ARBITRAL TRIBUNAL AND THE MIXED COMMISSION UNDER THE AGREEMENT ON GERMAN EXTERNAL DEBTS

The Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, the French Republic and the Federal Republic of Germany, in implementation of Annexes IX and X to the Agreement on German External Debts of February 27, 1953, have agreed as follows :—

TIAS 2792.
4 UST 594, 598.

ARTICLE 1

Seat

The seat of the Arbitral Tribunal and of the Mixed Commission (hereinafter referred to as "the Tribunal" and "the Commission" respectively) shall be at Bremen in the Federal Republic of Germany.

ARTICLE 2

The Members

1. The President and the Vice-President of the Tribunal and of the Commission shall assume judicial office on the entry into force of the present Agreement. The other Members of the Tribunal and of the Commission shall assume office on a date which will be determined by their respective Governments, but not later than the date of the first meeting of the Tribunal and of the Commission, as provided in Article 12 herein.

2. Members of the Tribunal and of the Commission appointed after the entry into force of the present Agreement shall assume judicial office as soon as their appointments have been duly notified to the Government of the United Kingdom.

3. The President of the Tribunal shall supervise the compliance by the Members of the Tribunal and of the Commission with the provisions of Article 3, paragraph 2, of the Charter of the Tribunal and of Article 3, paragraph 2, of the Charter of the Commission. The decision whether a Member has complied with the aforesaid provisions will be made by the Tribunal in plenary session on the motion of the President.

ARTICLE 3

The Registrar

1. The President of the Tribunal, in consultation with the Administrative Board, shall appoint a Registrar who shall be the Registrar both of the Tribunal and of the Commission. The first appointment shall be for a period of five years. The terms and conditions of service of the Registrar shall be regulated in a contract concluded with him by the President of the Tribunal. This contract shall require the approval of the Administrative Board. The term of office of the Registrar may be extended in a like manner but in any event shall terminate when the Tribunal and the Commission cease to function.

2. The term of office of the Registrar may be terminated before the expiry of his contract:—

- (a) summarily or after the expiry of a period of notice, on notification by the President, as a result of a decision of the Tribunal to which at least five members have subscribed;
- (b) after the expiry of a period of at least three months' notice given by the Registrar to the President.

3. The Registrar is a court officer (*Rechtspflegeorgan*) whose official duties and powers shall be defined in Rules of Procedure to be issued by the Tribunal and the Commission.

4. The Registrar must have recognised legal qualifications and a knowledge of German legal procedure and of the German, English and French languages.

5. The Registrar shall reside at the seat of the Tribunal.

ARTICLE 4

Staff of the Registrar

1. The Registrar shall have an adequate staff at his disposal to enable him to fulfil his duties. In respect of such duties, the staff shall be responsible to the Registrar who, in turn, shall be responsible to the Tribunal and the Commission.

2. The service regulations for the staff of the Registrar shall be formulated by the Registrar and the Administrative Officer, in consultation with the President, and require the approval of the Administrative Board. Conditions of appointment and the remuneration shall be in accordance with the provisions applicable in corresponding cases in the public service of the Federal Republic.

ARTICLE 5

The Administrative Officer

1. The administration of the Tribunal and of the Commission shall, in so far as it is not within the province of the Registrar, be in the hands of an Administrative Officer who shall be in the service of the Federal Republic. The appointment of the Administrative Officer shall be made by the Federal Republic in consultation with the Administrative Board.

2. The Administrative Officer shall deal exclusively with administration (*Verwaltungsgsorgan*) and in particular shall:—

- (a) prepare the budget;
- (b) administer the revenue and expenditure and render account therefor;
- (c) deal, in consultation with the Registrar, with matters connected with accommodation;
- (d) in consultation with the Registrar engage and dismiss employees in the name of the Federal Republic, in accordance with the provisions applicable to the public service of the Federal Republic, provided, however, that the staff of the Registrar may not be dismissed without the concurrence of the President of the Tribunal;
- (e) perform the functions of the Federal Republic as the employer of the employees, in so far as such functions are not to be performed by other agencies pursuant to the provisions of the present Agreement.

3. The person holding the post of Administrative Officer shall be removed from office if the President of the Tribunal and three representatives on the Administrative Board so require.

ARTICLE 6*Administrative Board*

1. An Administrative Board shall be constituted, consisting of three representatives appointed by the Federal Republic of Germany and one representative appointed by each of the other parties to the present Agreement. The representatives on the Administrative Board may not be Members of the Tribunal or of the Commission or have any other employment with the Tribunal or the Commission. The names of the representatives shall be notified to the President of the Tribunal.

2. The Administrative Board shall meet at least once a year at a place and time agreed upon by the representatives, as notified by the Administrative Officer. The Administrative Board shall also meet, if so requested by the representatives of at least two of the parties to the present Agreement. Such request shall be addressed to the Administrative Officer who shall inform the other representatives.

3. The Administrative Board shall exercise the powers conferred upon it by the present Agreement. In particular, it shall have the following rights:—

- (a) to give general instructions on administrative matters to the Administrative Officer and to supervise the implementation of such instructions;
- (b) to approve the budget submitted by the Administrative Officer;
- (c) to summon the Administrative Officer to attend meetings of the Administrative Board and to require him to give the Board all the information it may require regarding the affairs of the Tribunal or the Commission for which he is responsible;
- (d) within the scope of the present Agreement, to resolve differences of opinion between the Registrar and the Administrative Officer in matters of joint concern to them.

4. Except in the case of a decision taken pursuant to paragraph 3(b) above, which shall be unanimous, decisions of the Administrative Board shall be by majority vote.

5. The President of the Tribunal shall be entitled to attend meetings of the Administrative Board in an advisory capacity.

6. Each party to the present Agreement shall bear the cost occasioned by the activity of its representative or representatives on the Administrative Board.

ARTICLE 7*Internal Administration*

The Registrar and the Administrative Officer shall be responsible to the President of the Tribunal for the day-to-day administration and shall be subject to his instructions.

ARTICLE 8*Remuneration*

1. The President of the Tribunal shall receive a fixed annual remuneration of DM. 20,000 commencing on the date on which he assumes judicial office. To this shall be added DM. 1,000 for each calendar week during which the President has spent at least three days at the seat of the Tribunal, provided, however, that his total annual remuneration shall not exceed DM. 40,000.

2. The Vice-President of the Tribunal shall receive a fixed annual remuneration of DM. 10,000 commencing on the date on which he assumes judicial office. To this shall be added DM. 800 for each calendar week during which the Vice-President has spent at least three days at the seat of the Tribunal, provided, however, that his total annual remuneration shall not exceed DM. 30,000.

3. The remuneration of the President and the Vice-President shall be paid in the first instance by the Federal Republic. In accordance with Article 8, paragraph 1, of the Charter of the Tribunal, one-half of the total expenditure shall be reimbursed to the Federal Republic by the other parties to the present Agreement at the end of each calendar year.

ARTICLE 9

Allowances in Respect of Travel and Change of Residence

1. The cost of duty travel undertaken by the Members on the business of the Tribunal or of the Commission shall be included in the other costs of the Tribunal and of the Commission within the meaning of paragraph 3, Article 8, of their respective Charters. The Members shall have reimbursed to them the amounts actually spent on fares. Other expenditure incurred in connexion with duty travel shall be defrayed by the payment, at fixed rates, of daily and overnight subsistence allowances. The rates shall be the maximum permissible at the time under the German Law on Travel Allowances (Reisekostengesetz). For duty travel within the territory of the Federal Republic, the inland rates shall be paid and, for duty travel outside the territory of the Federal Republic, the appropriate foreign rates shall be paid.

2. In the event that the President or Vice-President establishes his permanent residence in the Federal Republic, the Federal Republic will pay one-half and the other parties to the present Agreement will pay, in equal shares, the other half of the expenses incurred by the President or the Vice-President in moving with their families from their usual places of residence to their new residences and the expenses incurred in moving from the Federal Republic to their previous places of residence or to not more distant places after termination of their terms of office.

3. Payments in accordance with this Article shall, in principle, be made in German currency. On the request of the entitled person, however, payment shall be made in the currency in which the expenses were incurred.

ARTICLE 10

Finance

1. The fees payable by parties to proceedings before the Commission under Article 8, paragraph 2, of the Charter of the Commission shall be in accordance with the Annex hereto which forms a part of the present Agreement.

2. All revenue of the Tribunal and of the Commission shall be included in their budget and applied to meet expenditure. Expenditure shall include the travel allowances payable to Members of the Tribunal or the Commission.

3. In so far as the revenue of the Tribunal and of the Commission which has not originated from the budgetary funds of the Federal Republic exceeds the expenditure, the surplus shall be divided equally between the Federal Republic on the one hand, and the other parties to the present Agreement, on the other hand.

4. The Administrative Officer shall be responsible to the Federal Minister of Finance and the Bundesrechnungshof for the administration of the finances of the Tribunal and of the Commission.

ARTICLE 11

Miscellaneous

1. The Federal Government undertakes to provide the accommodation, furniture, fittings, motor transport and public services and utilities required by the Tribunal and the Commission.

2. The Federal Government undertakes to obtain suitable living accommodation at appropriate rentals for the Members and the Registrar of the Tribunal and of the Commission.

3. The Federal Republic shall remain the owner of all tangible property provided by it for the use of the Tribunal or the Commission or the Members or the Registrar. All tangible property acquired from the budgetary funds of the Tribunal and of the Commission shall be the property of the Federal Republic, subject to financial arrangements to be agreed to by the Administrative Board on the termination of the activities of the Tribunal and the Commission.

ARTICLE 12

First Meeting of the Tribunal and of the Commission

The first meeting of the Tribunal and of the Commission shall be called by the President upon receipt by the Registrar of the submission of a case of the nature envisaged by Articles 28 or 31 of the Agreement on German External Debts. The President shall notify the Governments signatory to this Agreement of the date of the first meeting which shall not be less than thirty nor more than sixty days from the date of the receipt of the submission of a case.

ARTICLE 13

Establishment of the Registry

The Registry shall be built up and staff appointments made in proportion to the number of cases submitted to the Tribunal and to the Commission and to the amount of work resulting therefrom.

ARTICLE 14

Effective Date of Agreement

The present Agreement shall enter into force on the date of signature.

In witness whereof the undersigned duly authorised representatives of their respective Governments have signed this Agreement.

Done at Bonn this first day of December, 1954, in the English, French and German languages, all three texts being equally authoritative, in a single copy which shall be deposited in the archives of the Government of the United Kingdom of Great Britain and Northern Ireland, which Government shall transmit certified copies thereof to all the other signatory Governments.

For the Government of the United States of America:
HERVE J. L'HEUREUX.

For the Government of the United Kingdom of Great Britain
and Northern Ireland:
F. R. HOYER MILLAR.

For the Government of the French Republic:
ANDRÉ FRANÇOIS-PONCET.

For the Government of the Federal Republic of Germany:
ADENAUER.

ANNEX TO THE ADMINISTRATIVE AGREEMENT CONCERNING
THE ARBITRAL TRIBUNAL AND THE MIXED COMMISSION
UNDER THE AGREEMENT ON GERMAN EXTERNAL DEBTS

ARTICLE 1

1. The costs of proceedings before the Mixed Commission (hereinafter referred to as the 'Commission) shall consist of fees (Gebühren) and disbursements (Auslagen).

2. The fees payable by parties to proceedings before the Commission shall be in accordance with the tariff annexed hereto. The fees shall be doubled if there is an oral hearing or a recording of testimony by the interrogation of witnesses or by the taking of expert opinion. The Commission may order a refund of the fees, in whole or in part, if in any pending proceedings the submission to the Commission is withdrawn before a final decision is taken. If an oral hearing or a recording of testimony has taken place, only the second part of the doubled fees may be ordered to be refunded in whole or in part.

3. The amount of the fees will be fixed by the Commission in accordance with the tariff. The fees will be in accordance with the value of the subject matter of the dispute (Streitgegenstand) as assessed by the Commission.

4. Disbursements shall be those specified in paragraph 71 and 72 of the German Court Costs Law (Gerichtskostengesetz).

ARTICLE 2

Persons liable to the Commission for costs are the party or parties who make the submission to the Commission and, in so far as ordered by the Commission, the other party or parties to the proceedings. In so far as deposits for costs made by a petitioner or petitioners and payments made by another party or other parties to the Commission exceed the costs fixed by the Commission, the deposits for costs shall be refunded by the Commission to the petitioner or petitioners.

ARTICLE 3

1. Subject to the provisions of paragraph 2 of this Article, the Commission shall only carry out its functions if the person or persons liable for costs have made a deposit in respect of the estimated fees and disbursements. The Commission will fix the amount of the initial deposit and such further deposits as may be required.

2. The Commission may include in its Rules of Procedure provisions laying down the conditions under which it may forgo, in whole or in part, deposits for fees if the party or parties liable for costs are not, by reason of their financial circumstances, in a position to make such deposits in whole or in part. Only natural persons may be freed wholly or partly from the liability to make deposits for fees.

3. The Registrar will only submit case records to the Commission if the Administrative Officer has certified that deposits fixed by the Commission have been paid.

ARTICLE 4

No fees shall be payable in respect of proceedings arising out of a case submitted to the Commission pursuant to Article 16, third paragraph, final sentence of Annex IV to the Agreement on German External Debts by a court of arbitration established pursuant to Article 17 of the said Annex IV.

TARIFF OF FEES

<i>Value of the Subject Matter of the Dispute</i>	<i>Fee Per cent.</i>
Up to and including 10,000 DM.	4
Any excess over 10,000 DM. up to 100,000 DM. inclusive	2
Any excess over 100,000 DM. up to 1,000,000 DM. inclusive	1
Any excess over 1,000,000 DM.	0.5

The maximum amount of the fees is 40,000 DM. or, if double fees are payable, 80,000 DM.

Up to and including 20,000 DM. the value of the subject matter of the dispute shall be rounded up to the nearest multiple of 100 DM. for the purpose of calculating the amount of the percentage.

In excess of 20,000 DM. the value of the subject matter of the dispute shall be rounded up to the nearest multiple of 1,000 DM. for the purpose of calculating the amount of percentage.

**ACCORD ADMINISTRATIF RELATIF AU TRIBUNAL D'ARBITRAGE
ET A LA COMMISSION MIXTE PREVUS PAR L'ACCORD SUR
LES DETTES EXTERIEURES ALLEMANDES**

En exécution des Annexes IX et X de l'Accord sur les Dettes Extérieures Allemandes en date du 27 février 1953,
les Gouvernements de la République Française, des Etats-Unis d'Amérique, du Royaume-Uni de Grande Bretagne et d'Irlande du Nord, et de la République Fédérale d'Allemagne conviennent des dispositions suivantes:

ARTICLE 1

Siège

Le Tribunal d'Arbitrage et la Commission Mixte (ci-après dénommés "le Tribunal" et "la Commission") ont leur siège à Brême, République Fédérale d'Allemagne.

ARTICLE 2

Les Membres

1. Le Président et le Vice-Président du Tribunal et de la Commission prendront leurs fonctions à compter de l'entrée en vigueur du présent accord. Les autres membres du Tribunal et de la Commission prendront leurs fonctions à une date qui sera déterminée par leurs Gouvernements respectifs et, au plus tard, à la date de la première réunion du Tribunal et de la Commission qui se tiendra ainsi qu'il est prévu à l'Article 12 du présent Accord.

2. Les membres du Tribunal et de la Commission nommés après l'entrée en vigueur du présent accord prendront leurs fonctions dès que leur nomination aura été notifiée au Gouvernement du Royaume-Uni.

3. Le Président du Tribunal s'assurera que les membres du Tribunal et de la Commission respectent les dispositions du paragraphe 2 de l'Article 3 de la Charte du Tribunal et du paragraphe 2 de l'Article 3 de la Charte de la Commission. Toute décision sur la question de savoir si un membre s'est ou non conformé aux dispositions précitées sera prise, sur demande du Président, par le Tribunal siégeant en session plénière.

ARTICLE 3

Le Secrétaire Général

1. Le Président du Tribunal procédera, en consultation avec le Comité Administratif, à la nomination d'un Secrétaire Général, qui sera le Secrétaire Général du Tribunal et de la Commission. La première nomination sera faite pour une durée de 5 ans. Les conditions d'emploi du Secrétaire Général seront fixées dans un contrat qui sera conclu avec lui par le Président du Tribunal. Ce contrat requiert l'approbation du Comité Administratif. La durée des fonctions du Secrétaire Général pourra être prolongée de la même manière, mais ne pourra dépasser la date à laquelle le Tribunal et la Commission cesseront leurs activités.

2. Le contrat du Secrétaire Général peut être résilié avant expiration :
 - (a) par le Président, avec ou sans préavis, à la suite d'une décision du Tribunal à laquelle cinq membres, au moins, devront avoir souscrit ou,
 - (b) sur demande du Secrétaire Général au Président, sous réserve d'un préavis d'au moins trois mois.
3. Le Secrétaire Général a la qualité de magistrat (*Rechtspflegeorgan*). Ses fonctions et attributions seront déterminées par le Règlement de procédure qui doit être établi par le Tribunal et la Commission.
4. Le Secrétaire Général doit posséder des qualifications juridiques reconnues, et des connaissances de la procédure judiciaire allemande et des langues allemande, anglaise et française.
5. Le Secrétaire Général est tenu de résider au lieu où le Tribunal a son siège.

ARTICLE 4

Le Personnel du Secrétariat

1. Le Secrétaire Général dispose d'un certain nombre de collaborateurs qui l'assistent dans l'exercice de ses fonctions. Le personnel du Secrétariat est responsable de la bonne exécution de ces fonctions vis-à-vis du Secrétaire Général qui, de son côté, en est responsable vis-à-vis du Tribunal et de la Commission.

2. Les règlements administratifs applicables au personnel du Secrétariat seront établis par le Secrétaire Général et le Directeur Administratif, en consultation avec le Président et en accord avec le Comité Administratif. Les conditions d'emploi et les rémunérations seront fixées conformément aux dispositions applicables dans les cas correspondants dans les services publics de la République Fédérale d'Allemagne.

ARTICLE 5

Le Directeur Administratif

1. Les tâches administratives du Tribunal et de la Commission sont, dans la mesure où elles n'incombent pas au Secrétaire Général, assumées par un Directeur Administratif qui est un employé de la République Fédérale d'Allemagne. Le Directeur Administratif est nommé par la République Fédérale d'Allemagne en consultation avec le Comité Administratif.

2. Le Directeur Administratif traite exclusivement des questions administratives (*Verwaltungsorgan*).

Il lui appartient notamment :

- (a) de préparer le budget;
- (b) d'administrer les recettes et les dépenses et de rendre compte de son administration;
- (c) de régler, en consultation avec le Secrétaire Général, les questions relatives à l'installation;
- (d) de procéder, en consultation avec le Secrétaire Général et au nom de la République Fédérale, au recrutement et au licenciement du personnel, conformément aux dispositions correspondantes applicables dans les services publics de la République Fédérale d'Allemagne, sous réserve que les membres du personnel du Secrétariat ne pourront être licenciés qu'avec l'accord du Président du Tribunal;
- (e) d'assumer les tâches qui incombent à la République Fédérale en tant qu'employeur, dans la mesure où le présent accord ne prévoit pas l'attribution de ces tâches à d'autres autorités.

3. Le Directeur Administratif doit être relevé de ses fonctions si le Président du Tribunal et trois membres du Comité Administratif le demandent.

ARTICLE 6

Le Comité Administratif

1. Il est institué un Comité administratif qui se compose de trois représentants désignés par la République Fédérale d'Allemagne et de trois représentants désignés par les autres parties au présent accord, à raison d'un représentant par chacune d'entre elles. Les membres du Comité Administratif ne doivent pas être membres du Tribunal ni de la Commission, ni exercer une quelconque activité auprès de ces juridictions. Les noms des membres du Comité Administratif seront notifiés au Président du Tribunal.

2. Le Comité Administratif se réunit, au moins une fois par an, au lieu et à la date choisis par les représentants et notifiés par le Directeur Administratif. Il se réunit également si les représentants d'au moins deux parties au présent accord en font la demande. Cette demande doit être adressée au Directeur Administratif qui en informe les autres représentants.

3. Le Comité Administratif exerce les attributions qui lui sont conférées par le présent accord. Il a, en particulier, le droit :

- (a) de donner au Directeur Administratif des instructions générales sur la conduite des affaires administratives et d'en surveiller l'exécution;
- (b) d'approuver le budget soumis par le Directeur Administratif;
- (c) d'inviter le Directeur Administratif à assister aux réunions du Comité Administratif, et de lui demander de fournir tout renseignement sur les affaires du Tribunal et de la Commission dont il est responsable;
- (d) d'aplanir, dans le cadre du présent accord, les divergences d'opinion entre le Secrétaire Général et le Directeur Administratif dans les matières les concernant mutuellement.

4. A l'exception des décisions qui entrent dans le cadre du paragraphe 3(b) ci-dessus, et qui seront prises à l'unanimité, les décisions du Comité Administratif sont prises à la majorité.

5. Le Président du Tribunal peut assister aux réunions du Comité Administratif à titre consultatif.

6. Chaque partie au présent accord supporte les frais occasionnés par les activités de son ou de ses représentants au Comité Administratif.

ARTICLE 7

Administration intérieure

Le Secrétaire Général et le Directeur Administratif sont responsables vis-à-vis du Président du Tribunal de la conduite des affaires courantes et doivent se conformer à ses instructions.

ARTICLE 8

Traitements

1. Le Président du Tribunal reçoit un traitement fixe de 20.000 DM. par an, à compter de la date à laquelle il prend effectivement ses fonctions. Il recevra, en outre, une allocation de 1.000 DM. pour chaque semaine du calendrier au cours de laquelle il aura passé au moins trois jours au siège du Tribunal, sous réserve que sa rémunération totale ne pourra dépasser 40.000 DM. par an.

2. Le Vice-Président du Tribunal reçoit un traitement fixe de 10.000 DM. par an, à compter de la date à laquelle il prend effectivement ses fonctions. Il recevra, en outre, une allocation de 800 DM. pour chaque semaine du calendrier au cours de laquelle il aura passé au moins trois jours au siège du Tribunal, sous réserve que sa rémunération totale ne pourra dépasser 30.000 DM. par an.

3. Les traitements du Président et du Vice-Président sont versés en premier lieu par la République Fédérale. La moitié de l'ensemble des versements effectués à ce titre par la République Fédérale lui sera remboursée à la fin de chaque année civile par les autres parties au présent accord, conformément au paragraphe 1 de l'Article 8 de la Charte du Tribunal.

ARTICLE 9

Remboursement des frais de déplacements et de changement de domicile

1. Les frais de déplacements de service effectués par les membres du Tribunal et de la Commission pour le compte de ces juridictions seront compris dans les autres frais du Tribunal et de la Commission, au sens du paragraphe 3 de l'Article 8 de leurs Chartes respectives. Le montant du prix du voyage effectivement payé sera remboursé aux membres du Tribunal et de la Commission qui seront dédommagés des autres dépenses encourues à l'occasion des déplacements de service au moyen d'indemnités forfaitaires journalières et de frais d'hôtel. A cet égard, les taux maxima prévus par la loi allemande sur les indemnités de déplacement (Reisekostengesetz) seront appliqués. Les tarifs intérieurs seront appliqués pour les déplacements effectués à l'intérieur du territoire fédéral, et les tarifs extérieurs pour les déplacements effectués à l'extérieur de ce territoire.

2. Dans le cas où le Président ou le Vice-Président s'établissent d'une manière permanente sur le territoire fédéral, la République Fédérale supporte la moitié, et les autres parties au présent accord chacune un sixième des dépenses encourues par le Président ou le Vice-Président pour déménager avec leurs familles du lieu de leur résidence habituelle au lieu de leur nouvelle résidence, et de la République Fédérale au lieu de leur résidence antérieure, ou à tout autre lieu situé à égale distance, lors de la cessation de leurs fonctions.

3. Les paiements prévus par le présent Article seront effectués en monnaie allemande. A la demande de l'intéressé, le paiement pourra toutefois être effectué dans la monnaie du pays dans laquelle les dépenses auront été faites.

ARTICLE 10

Questions financières

1. Les frais qui doivent être payés par les parties aux procédures engagées devant la Commission, conformément au paragraphe 2 de l'Article 8 de sa Charte, seront calculés conformément à l'annexe qui est jointe au présent accord et qui en forme partie.

2. Toutes les recettes du Tribunal et de la Commission doivent être portées à leur budget et utilisées pour couvrir les dépenses. Les dépenses comprennent les frais de déplacements remboursables aux membres du Tribunal ou de la Commission.

3. Les recettes du Tribunal et de la Commission, qui ne tirent pas leur origine des fonds budgétaires de la République Fédérale, seront, dans la mesure où elles excèdent les dépenses, réparties de manière égale entre la République Fédérale, d'une part, et les autres parties au présent accord, d'autre part.

4. Le Directeur Administratif est responsable vis-à-vis du Ministre Fédéral des Finances et de la Cour Fédérale des Comptes de la gestion des finances du Tribunal et de la Commission.

ARTICLE 11

Questions diverses

1. Le Gouvernement Fédéral s'engage à fournir les locaux, les meubles, le matériel et les véhicules automobiles ainsi que les prestations de service et en nature nécessaires au Tribunal et à la Commission.

2. Le Gouvernement Fédéral s'engage à procurer des logements suffisants aux membres et au Secrétaire Général du Tribunal et de la Commission, moyennant paiement de loyers appropriés.

3. La République Fédérale restera propriétaire de tous les biens meubles qu'elle aura mis à la disposition du Tribunal et de la Commission ou de leurs membres et du Secrétaire Général. Tous les biens meubles acquis sur les fonds budgétaires du Tribunal et de la Commission deviennent propriété de la République Fédérale, sous réserve des arrangements financiers qui seront pris par le Comité Administratif lors de la cessation des activités du Tribunal et de la Commission.

ARTICLE 12

Première réunion du Tribunal et de la Commission

La première réunion du Tribunal et de la Commission sera convoquée par le Président dès réception par le Secrétaire Général d'une demande concernant une affaire entrant dans le cadre des Articles 28 ou 31 de l'Accord sur les Dettes Extérieures Allemandes. Le Président notifiera les Gouvernements signataires du présent accord de la date de la première réunion, qui sera fixée entre le trentième et le soixantième jours qui suivront la date de la réception d'une demande.

ARTICLE 13

Etablissement du Secrétariat

Le Secrétariat sera établi, et le personnel recruté, dans une mesure tenant compte du nombre des affaires soumises au Tribunal et à la Commission, et du volume de travail qui en résultera.

ARTICLE 14

Entrée en vigueur

Le présent accord entrera en vigueur à compter de la date de sa signature.

En foi de quoi, les représentants soussignés, dûment autorisés à cet effet par leurs Gouvernements, ont apposé leurs signatures au bas du présent accord.

Fait à Bonn, le Premier Décembre 1954, en langues française, anglaise et allemande, les trois versions faisant également foi, en un seul exemplaire qui sera déposé dans les archives du Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, qui en remettra des copies conformes à tous les autres Gouvernements signataires:

Pour le Gouvernement de la République Française:
ANDRÉ FRANÇOIS-PONCET.

Pour le Gouvernement des Etats-Unis d'Amérique:
HERVE J. L'HEUREUX.

Pour le Gouvernement du Royaume-Uni de Grande-Bretagne
et d'Irlande du Nord:
F. R. HOYER MILLAR.

Pour le Gouvernement de la République Fédérale
d'Allemagne:
ADENAUER.

ANNEXE A L'ACCORD ADMINISTRATIF RELATIF AU TRIBUNAL
D'ARBITRAGE ET A LA COMMISSION MIXTE PRÉVUS PAR
L'ACCORD SUR LES DETTES EXTÉRIEURES ALLEMANDES

ARTICLE 1

1. Le coût des Procédures engagées devant la Commission Mixte (ci-après désignée "la Commission") comprend les frais et les dépenses (Gebühren und Auslagen).

2. Les frais qui doivent être payés par les parties aux procédures engagées devant la Commission seront calculés d'après le barème joint à la présente annexe. Le montant de ces frais sera doublé lorsqu'il y aura eu débats oraux ou recueil de moyens de preuve par interrogatoire de témoins ou consultation d'experts. La Commission peut ordonner le remboursement des frais en tout ou en partie si, au cours d'une procédure en instance, la demande adressée à la Commission est retirée avant qu'une décision définitive n'ait été prise. Si des débats oraux ou un recueil de moyens de preuve ont eu lieu, seule la moitié des frais doublés peut être remboursée en tout ou en partie.

3. La Commission fixe le montant des frais conformément au barème établi. Ces frais sont calculés d'après la valeur de l'objet du litige (Streitgegenstand), telle que cette valeur est déterminée par la Commission.

4. Les dépenses comprennent les débours visés aux paragraphes 71 et 72 de la Loi allemande sur les Frais de Justice (Gerichtskostengesetz).

ARTICLE 2

Les personnes tenues envers la Commission au paiement du coût de la procédure sont la partie ou les parties qui ont déposé une demande devant la Commission, et, dans la mesure ordonnée par celle-ci, l'autre partie ou les autres parties à la procédure. Dans la mesure où le dépôt effectué par le demandeur et les paiements effectués par une autre partie dépassent le coût de la procédure fixé par la Commission, le dépôt sera remboursé au demandeur par celle-ci.

ARTICLE 3

1. Sous réserve des dispositions du paragraphe 2 du présent article, la Commission ne peut examiner une demande que si la personne tenue au paiement du coût de la procédure a effectué un dépôt en garantie couvrant les frais et dépenses envisagés. La Commission fixe le montant du dépôt initial et des autres dépôts qui pourront être exigés ultérieurement.

2. La Commission pourra prévoir dans son règlement de procédure les conditions dans lesquelles elle pourra renoncer, en tout ou en partie, au dépôt en garantie couvrant les frais, si la personne tenue au paiement du coût de la procédure n'est pas, en raison de sa situation financière, en mesure d'effectuer ce dépôt en tout ou en partie. Seules les personnes physiques pourront être libérées partiellement ou complètement de l'obligation d'effectuer un dépôt en garantie.

3. Le Secrétaire Général ne soumet à nouveau le dossier de l'affaire à la Commission que lorsque le Directeur Administratif a certifié que la garantie fixée par la Commission a été effectivement déposée.

ARTICLE 4

La procédure devant la Commission est gratuite lorsqu'un Tribunal Arbitral constitué conformément à l'Article 17 de l'Annexe IV à l'Accord

sur les Dettes Extérieures Allemandes a renvoyé l'affaire à la Commission en vertu de la dernière phrase du dernier alinéa de l'Article 16 de cette même annexe.

BARÈME DES FRAIS

<i>Valeur de l'Objet du Litige</i>	<i>Frais Pour cent</i>
Jusqu'à 10.000 DM. inclus	4
Pour la fraction dépassant cette somme et jusqu'à 100.000 DM. inclus	2
Pour la fraction dépassant cette somme et jusqu'à 1.000.000 DM. inclus	1
Pour la fraction dépassant cette somme	0,5

Le montant total des frais ne doit pas dépasser 40.000 DM., ou, si les frais sont doublés, 80.000 DM.

Jusqu'à 20.000 DM. inclus, la valeur de l'objet du litige sera arrondie aux 100 DM. supérieurs pour le calcul du pourcentage.

Au dessus de 20.000 DM., la valeur de l'objet du litige sera arrondie aux 1.000 DM. supérieurs pour le calcul du pourcentage.

**VERWALTUNGSABKOMMEN ÜBER DEN SCHIEDSGERICHTSHOF
UND DIE GEMISCHTE KOMMISSION NACH DEM ABKOMMEN
ÜBER DEUTSCHE AUSLANDSSCHULDEN**

Die Regierungen der Bundesrepublik Deutschland, der Vereinigten Staaten von Amerika, des Vereinigten Königreichs von Grossbritannien und Nordirland und der Französischen Republik

haben

zur Ausführung der Anlagen IX und X zu dem Abkommen über deutsche Auslandsschulden vom 27. Februar 1953

folgendes vereinbart:

ARTIKEL 1

Sitz

Der Schiedsgerichtshof und die Gemischte Kommission (im folgenden als das Gericht und die Kommission bezeichnet) haben ihren Sitz in Bremen in der Bundesrepublik Deutschland.

ARTIKEL 2

Die Mitglieder

(1) Das Richteramt des Präsidenten und des Vizepräsidenten des Gerichts und der Kommission beginnt mit dem Inkrafttreten dieses Abkommens. Das Richteramt der anderen Mitglieder des Gerichts und der Kommission beginnt in einem von ihren Regierungen zu bestimmenden Zeitpunkt, spätestens im Zeitpunkt der in Artikel 12 vorgesehenen ersten Sitzung des Gerichts und der Kommission.

(2) Werden Mitglieder des Gerichts und der Kommission erst nach dem Inkrafttreten dieses Abkommens ernannt, so beginnt ihr Richteramt, sobald ihre Ernennung der Regierung des Vereinigten Königreichs in gehöriger Form mitgeteilt worden ist.

(3) Der Präsident des Gerichts wacht darüber, dass die Mitglieder des Gerichts und der Kommission die Vorschriften des Artikels 3 Absatz (2) der Satzung des Gerichts und des Artikels 3 Absatz (2) der Satzung der Kommission befolgen. Die Entscheidung darüber, ob ein Mitglied die genannten Vorschriften befolgt hat, wird auf Antrag des Präsidenten vom Plenum des Gerichts getroffen.

ARTIKEL 3

Der Sekretär

(1) Der Präsident des Gerichts ernennt im Benehmen mit dem Kuratorium einen Sekretär, der zugleich Sekretär des Gerichts und der Kommission ist. Die erste Ernennung erfolgt für die Dauer von fünf Jahren. Das Dienstverhältnis des Sekretärs wird in einem Vertrage geregelt, den der Präsident des Gerichts mit ihm abschliesst. Dieser Vertrag bedarf der Genehmigung des Kuratoriums. Eine Verlängerung der Amtszeit des Sekretärs kann in gleicher Weise erfolgen, jedoch nicht über den Zeitpunkt hinaus, in dem das Gericht und die Kommission ihre Tätigkeit einstellen.

(2) Das Dienstverhältnis des Sekretärs endet vorzeitig.

(a) wenn es vom Präsidenten auf Grund eines Beschlusses des Gerichts, dem wenigstens fünf Mitglieder zugestimmt haben, fristlos oder unter Einhaltung einer Kündigungsfrist aufgekündigt wird,

(b) oder wenn es vom Sekretär durch Erklärung gegenüber dem Präsidenten unter Einhaltung einer Kündigungsfrist von wenigstens drei Monaten aufgekündigt wird.

(3) Der Sekretär ist ein Rechtspflegeorgan, dessen Amtspflichten und Amtsbefugnisse durch die von dem Gericht und der Kommission zu erlassende Verfahrensordnung bestimmt werden.

(4) Der Sekretär muss anerkannte juristische Qualifikation und Kenntnisse des deutschen Verfahrensrechts sowie englische, französische und deutsche Sprachkenntnisse besitzen.

(5) Für den Sekretär besteht Residenzpflicht am Ort des Gerichtssitzes.

ARTIKEL 4

Mitarbeiter des Sekretärs

(1) Dem Sekretär steht eine angemessene Zahl von Mitarbeitern zur Verfügung, die ihn in der Erfüllung seiner Aufgaben unterstützen. Hinsichtlich dieser Aufgaben sind die Mitarbeiter dem Sekretär verantwortlich, der seinerseits dem Gericht und der Kommission verantwortlich ist.

(2) Die Dienstvorschriften für die Mitarbeiter des Sekretärs werden durch den Sekretär und den Verwaltungsdirektor im Benehmen mit dem Präsidenten abgefasst und bedürfen der Genehmigung des Kuratoriums. Die Anstellungsbedingungen und die Dienstvergütungen bestimmen sich nach den Vorschriften, die in entsprechenden Fällen für den öffentlichen Dienst der Bundesrepublik gelten.

ARTIKEL 5

Der Verwaltungsdirektor

(1) Die Verwaltungsangelegenheiten des Gerichts und der Kommission werden, soweit sie nicht dem Sekretär obliegen, von einem Verwaltungsdirektor wahrgenommen, der im Dienste der Bundesrepublik Deutschland steht. Die Ernennung des Verwaltungsdirektors erfolgt durch die Bundesrepublik Deutschland im Benehmen mit dem Kuratorium.

(2) Der Verwaltungsdirektor ist ausschliesslich Verwaltungsorgan, dem es insbesondere obliegt:

(a) den Haushaltsplan aufzustellen;

(b) die Einnahmen und Ausgaben zu verwalten und über sie Rechnung zu legen;

(c) die mit der Unterbringung zusammenhängenden Fragen im Benehmen mit dem Sekretär zu regeln;

(d) im Benehmen mit dem Sekretär das Personal im Namen der Bundesrepublik nach den entsprechenden, für den öffentlichen Dienst der Bundesrepublik geltenden Vorschriften einzustellen und zu entlassen, wobei jedoch die Mitarbeiter des Sekretärs nicht ohne Mitwirkung des Präsidenten des Gerichts entlassen werden dürfen;

(e) die der Bundesrepublik Deutschland als Arbeitgeber des Personals obliegenden Aufgaben wahrzunehmen, soweit diese Aufgaben nicht nach den Bestimmungen dieses Abkommens anderen Stellen übertragen sind.

(3) Der Verwaltungsdirektor ist abzuberufen, wenn der Präsident des Gerichts und drei Mitglieder des Kuratoriums dies verlangen.

ARTIKEL 6*Das Kuratorium*

(1) Es wird ein Kuratorium gebildet, das aus drei von der Bundesrepublik Deutschland ernannten Regierungsvertretern und je einem von jeder der anderen Parteien dieses Abkommens ernannten Regierungsvertreter besteht. Die Regierungsvertreter dürfen weder Mitglieder des Gerichts oder der Kommission sein noch eine sonstige Tätigkeit beim Gericht oder der Kommission ausüben. Die Namen der Regierungsvertreter werden dem Präsidenten des Gerichts mitgeteilt.

(2) Das Kuratorium tritt jährlich mindestens einmal an einem Ort und zu einem Zeitpunkt, auf den sich die Regierungsvertreter einigen, zusammen. Entsprechende Mitteilung erfolgt durch den Verwaltungsdirektor. Das Kuratorium tritt ferner zusammen, wenn dies die Vertreter von wenigstens zwei Parteien dieses Abkommens verlangen. Das Ersuchen ist an den Verwaltungsdirektor zu richten, der die anderen Regierungsvertreter unterrichtet.

(3) Das Kuratorium übt die ihm durch dieses Abkommen übertragenen Befugnisse aus; es hat insbesondere folgende Rechte:

(a) dem Verwaltungsdirektor allgemeine Weisungen in Verwaltungsangelegenheiten zu erteilen und die Durchführung dieser Weisungen zu überwachen;

(b) den von dem Verwaltungsdirektor vorgelegten Haushaltsplan zu genehmigen;

(c) den Verwaltungsdirektor aufzufordern, den Sitzungen des Kuratoriums beizuhören und alle gewünschten Auskünfte über solche Angelegenheiten des Gerichts und der Kommission zu erteilen, für welche er verantwortlich ist;

(d) Meinungsverschiedenheiten zwischen dem Sekretär und dem Verwaltungsdirektor in Angelegenheiten, die sie gemeinsam betreffen, im Rahmen dieses Abkommens beizulegen.

(4) Das Kuratorium fasst seine Beschlüsse mit einfacher Stimmenmehrheit, ausgenommen Beschlüsse gemäss Absatz (3) (b) dieses Artikels, für die Einstimmigkeit erforderlich ist.

(5) Der Präsident des Gerichts ist berechtigt, an den Sitzungen des Kuratoriums mit beratender Stimme teilzunehmen.

(6) Jede Partei dieses Abkommens trägt die Kosten, die im Zusammenhang mit der Tätigkeit des oder der von ihr in das Kuratorium entsandten Regierungsvertreter entstehen, selbst.

ARTIKEL 7*Innerer Dienstbetrieb*

Hinsichtlich des laufenden Dienstbetriebes sind der Sekretär und der Verwaltungsdirektor dem Präsidenten des Gerichts verantwortlich und seinen Weisungen unterworfen.

ARTIKEL 8*Dienstvergütungen*

(1) Der Präsident des Gerichts erhält von dem Zeitpunkt an, in dem sein Richteramt beginnt, eine feste Vergütung von jährlich 20.000.-DM. Hierzu tritt für jede Kalenderwoche ein Zuschlag von 1.000.-DM., wenn der Präsident wenigstens drei Tage der betreffenden Woche am Sitz des

Gerichts verbracht hat, mit der Massgabe, dass der Gesamtbetrag der Vergütung 40.000.-DM. jährlich nicht übersteigt.

(2) Der Vizepräsident des Gerichts erhält von dem Zeitpunkt an, in dem sein Richteramt beginnt, eine feste Vergütung von jährlich 10.000.-DM. Hierzu tritt für jede Kalenderwoche ein Zuschlag von 800.-DM., wenn der Vizepräsident wenigstens drei Tage der betreffenden Woche am Sitz des Gerichts verbracht hat, mit der Massgabe dass der Gesamtbetrag der Vergütung 30.000.-DM. jährlich nicht übersteigt.

(3) Die Dienstvergütungen des Präsidenten und des Vizepräsidenten werden zunächst von der Bundesrepublik gezahlt. Die Hälfte der Gesamtausgabe wird der Bundesrepublik von den anderen Parteien dieses Abkommens am Ende eines jeden Kalenderjahres in Übereinstimmung mit Artikel 8 Absatz (1) der Satzung des Gerichts erstattet.

ARTIKEL 9

Reise- und Umzugskostenvergütungen

(1) Die Kosten von Dienstreisen, die von den Mitgliedern im Auftrage des Gerichts oder der Kommission durchgeführt werden, gehören zu den sonstigen Kosten des Gerichts und der Kommission im Sinne der Artikel 8 Absatz (3) ihrer Satzungen. Die entstandenen Fahrtkosten werden den Mitgliedern in ihrer tatsächlichen Höhe erstattet. Sonstige mit Dienstreisen verbundene Aufwendungen werden durch Zahlung von Tage- und Übernachtungsgeldern pauschal abgegolten. Es gelten insoweit die nach dem deutschen Reisekostengesetz jeweils zulässigen Höchstsätze. Für Dienstreisen im Gebiet der Bundesrepublik werden die deutschen Inlandsätze, für Dienstreisen ausserhalb des Gebietes der Bundesrepublik die jeweils in Betracht kommenden Auslandssätze gezahlt.

(2) Für den Fall, dass der Präsident oder der Vizepräsident seinen Wohnsitz in der Bundesrepublik nimmt, werden die Kosten, die durch den Umzug des Präsidenten oder des Vizepräsidenten sowie ihrer Familien von ihrem gewöhnlichen Wohnsitz zu ihrem neuen Wohnsitz und nach Beendigung ihrer Amtstätigkeit von der Bundesrepublik zu ihrem früheren Wohnsitz oder einem nicht weiter entfernten Ort entstehen, zur einen Hälfte von der Bundesrepublik und zur anderen Hälfte zu gleichen Teilen von den anderen Parteien dieses Abkommens getragen.

(3) Zahlungen auf Grund dieses Artikels werden grundsätzlich in deutscher Währung geleistet. Auf Verlangen des Berechtigten erfolgt die Zahlung jedoch in der Währung, in der die Ausgaben entstanden sind.

ARTIKEL 10

Finanzen

(1) Die Kosten, die von den Parteien eines Verfahrens vor der Kommission auf Grund von Artikel 8 Absatz (2) der Satzung der Kommission erhoben werden, bestimmen sich nach der Anlage, die einen Bestandteil dieses Abkommens bildet.

(2) Alle Einnahmen des Gerichts und der Kommission sind in ihrem Haushaltsplan zu veranschlagen und zur Deckung der Ausgaben zu verwenden. Zu den Ausgaben gehören auch die an die Mitglieder des Gerichts oder der Kommission zu zahlenden Dienstreisevergütungen.

(3) Sofern die nicht aus Haushaltsmitteln der Bundesrepublik stammenden Einnahmen des Gerichts und der Kommission die Ausgaben übersteigen, ist der Überschuss gleichmässig zwischen der Bundesrepublik

einerseits und den anderen Parteien dieses Abkommens andererseits aufzuteilen.

(4) Der Verwaltungsdirektor ist dem Bundesminister der Finanzen und dem Bundesrechnungshof für die Verwaltung der Finanzen des Gerichts und der Kommission verantwortlich.

ARTIKEL 11

Verschiedenes

(1) Die Bundesregierung verpflichtet sich, die von dem Gericht und der Kommission benötigten Räume, Möbel, Einrichtungsgegenstände, Kraftfahrzeuge und öffentlichen Dienst- und Versorgungsleistungen zur Verfügung zu stellen.

(2) Die Bundesregierung verpflichtet sich, für die Mitglieder und den Sekretär des Gerichts und der Kommission ausreichenden Wohnraum zu angemessenen Mietbedingungen zu beschaffen.

(3) Die Bundesrepublik bleibt Eigentümerin aller von ihr für die Zwecke des Gerichts oder der Kommission oder deren Mitglieder oder des Sekretärs zur Verfügung gestellten Sachgüter. Aus Haushaltsmitteln des Gerichts und der Kommission erworbene Sachgüter werden Eigentum der Bundesrepublik, vorbehaltlich der finanziellen Auseinandersetzung, über die das Kuratorium nach Beendigung der Tätigkeit des Gerichts und der Kommission eine entsprechende Vereinbarung zu treffen hat.

ARTIKEL 12

Erste Sitzung des Gerichts und der Kommission

Die erste Sitzung des Gerichts und der Kommission wird durch den Präsidenten einberufen, nachdem dem Sekretär ein Fall der in den Artikeln 28 oder 31 des Abkommens über deutsche Auslandsschulden bezeichneten Art unterbreitet worden ist. Der Präsident unterrichtet die an diesem Abkommen beteiligten Regierungen über den Zeitpunkt der ersten Sitzung, die nicht früher als dreissig Tage und nicht später als sechzig Tage nach Eingang eines Antrags stattfinden soll.

ARTIKEL 13

Aufbau des Sekretariats

Der Aufbau des Sekretariats und die Einstellung von Personal erfolgen nach Massgabe der Anzahl von Fällen, die dem Gericht und der Kommission unterbreitet werden, und des sich daraus ergebenden Arbeitsanfalls.

ARTIKEL 14

Inkrafttreten des Abkommens

Dieses Abkommen tritt mit seiner Unterzeichnung in Kraft.

Zu Urkund dessen haben die unterzeichneten, von ihren Regierungen gehörig bevollmächtigte Vertreter dieses Abkommen unterzeichnet.

Geschehen zu Bonn am 1. Dezember 1954 in einer Ausfertigung in deutscher, englischer und französischer Sprache, wobei alle drei Fassungen gleichermassen authentisch sind; diese Ausfertigung wird in den Archiven der Regierung des Vereinigten Königreiches von Grossbritannien und Nordirland hinterlegt werden, die allen anderen Regierungen, die dieses Abkommen unterzeichnen, beglaubigte Ausfertigungen übermitteln wird.

Für die Regierung der Bundesrepublik Deutschland:
ADENAUER.

Für die Regierung der Vereinigten Staaten von Amerika:
HERVE J. L'HEUREUX.

Für die Regierung des Vereinigten Königreichs von
Grossbritannien und Nordirland:
F. R. HOYER MILLAR.

Für die Regierung der Französischen Republik:
ANDRÉ FRANÇOIS-PONCET.

ANLAGE ZUM VERWALTUNGSABKOMMEN ÜBER DEN SCHIEDS- GERICHTSHOF UND DIE GEMISCHTE KOMMISSION NACH DEM ABKOMMEN ÜBER DEUTSCHE AUSLANDSSCHULDEN

ARTIKEL 1

(1) Die Kosten des Verfahrens vor der Gemischten Kommission (im folgenden als Kommission bezeichnet) setzen sich aus den Gebühren und Auslagen zusammen.

(2) Die Gebühren, die von den Parteien eines Verfahrens vor der Kommission zu erheben sind, bestimmen sich nach dem als Anhang beigefügten Gebührentarif. Sie sind in doppelter Höhe zu erheben, wenn eine mündliche Verhandlung oder eine Beweisaufnahme durch Vernehmung von Zeugen oder durch Erstattung eines Sachverständigengutachtens stattgefunden hat. Die Kommission kann Gebühren ganz oder teilweise zurückstatten, wenn in einem anhängigen Verfahren die Anrufung der Kommission vor der Endentscheidung zurückgenommen wird. Hat eine mündliche Verhandlung oder eine Beweisaufnahme stattgefunden, so kann nur die zweite Gebühr ganz oder teilweise zurückgestattet werden.

(3) Die Gebührenfestsetzung erfolgt nach Massgabe des Gebührentarifs durch die Kommission. Die Gebühren werden nach dem von der Kommission festzusetzenden Wert des Streitgegenstandes erhoben.

(4) Als Auslagen sind die in den §§ 71, 72 des deutschen Gerichtskosten gesetzes genannten Aufwendungen anzusehen.

ARTIKEL 2

(1) Kostenschuldner gegenüber der Kommission sind die Partei oder die Parteien, die die Kommission angerufen haben, und, soweit die Kommission dies anordnet, die andere Partei oder die anderen Parteien des Verfahrens. Soweit Kostenvorschüsse des Antragstellers oder der Antragsteller und Zahlungen, die die andere Partei oder die anderen Parteien an die Kommission geleistet haben, insgesamt die von der Kommission festgesetzten Kosten übersteigen, sind dem Antragsteller oder den Antragstellern die Kostenvorschüsse von der Kommission zurückzuzahlen.

ARTIKEL 3

(1) Vorbehaltlich der Bestimmung des Absatzes (2) dieses Artikels darf die Kommission nur tätig werden, wenn der Kostenschuldner oder die Kostenschuldner einen Kostenvorschuss für die voraussichtlich erwachsenden Gebühren und Auslagen geleistet haben. Die Kommission setzt den Betrag des ersten Kostenvorschusses sowie den Betrag etwaiger weiterer Kostenvorschüsse, soweit solche nachträglich erforderlich werden, fest.

(2) Die Kommission kann in der von ihr zu erlassenden Verfahrensordnung Bestimmungen darüber treffen, ob und unter welchen Voraussetzungen von der Festsetzung von Gebührenvorschüssen ganz oder teilweise abgesehen werden kann, wenn der Kostenschuldner oder die Kostenschuldner auf Grund ihrer Vermögens- und Einkommensverhältnisse zur Zahlung der Gebührenvorschüsse ganz oder teilweise nicht in der Lage sind. Die völlige oder teilweise Befreiung von der Verpflichtung zur Leistung von Gebührenvorschüssen kann nur natürlichen Personen gewährt werden.

(3) Der Sekretär legt die Akten der Kommission erst dann wieder vor, wenn der Verwaltungsdirektor den Eingang der von der Kommission festgesetzten Vorschüsse bestätigt hat.

ARTIKEL 4

Das Verfahren vor der Kommission ist gebührenfrei, wenn ein gemäss Artikel 17 der Anlage IV zu dem Abkommen über deutsche Auslandschulden errichtetes Schiedsgericht den Fall gemäss Artikel 16 Absatz 3 letzter Satz der Anlage an die Kommission verwiesen hat.

Gebührentarif

Die Gebühren betragen bei einem Wert des Streitgegenstandes

	v.H.
bis zu 10.000.-DM. einschliesslich	...
von dem Mehrbetrag bis zu 100.000.-DM. einschliesslich	2
von dem Mehrbetrag bis zu 1.000.000.-DM. einschliesslich	1
von dem Mehrbetrag über 1.000.000.-DM.	...
	0,5

Der Höchstbetrag der Gebühren ist 40.000.-DM. oder—wenn sie in doppelter Höhe zu erheben sind—80.000.-DM.

Bei einem Wert des Streitgegenstandes bis zu 20.000.-DM. einschliesslich wird ein nicht durch hundert teilbarer Wert für den Zweck der Gebührenberechnung auf die nächsthöheren 100.-DM. aufgerundet.

Bei einem Wert des Streitgegenstandes von mehr als 20.000.-DM. wird ein nicht durch tausend teilbarer Wert für den Zweck der Gebührenberechnung auf die nächsthöheren 1.000.-DM. aufgerundet.

Certified a true copy:



*Deputy Librarian and Keeper of the Papers for
2 MAY 1955 the Secretary of State for Foreign Affairs.*

*The Chancellor of the Federal Republic of Germany to the
United States High Commissioner for Germany*

BONN, den December 1, 1954

Seiner Exzellenz
dem Herrn Hohen Kommissar
der Vereinigten Staaten von Amerika

Herr Botschafter,

Unter Bezugnahme auf das Verwaltungsabkommen über den Schiedsgerichtshof und die Gemischte Kommission nach dem Abkommen über deutsche Auslandsschulden, das heute im Namen der Regierungen der Bundesrepublik Deutschland, der Vereinigten Staaten von Amerika, des Vereinigten Königreichs von Grossbritannien und Nordirland und der Französischen Republik unterzeichnet worden ist, beeche ich mich Ihnen mitzuteilen, dass meine Regierung mit nachstehender Regelung einverstanden ist:

Falls der Präsident oder der Vizepräsident seinen Wohnsitz nicht in der Bundesrepublik nimmt, werden – vorbehaltlich der unten erwähnten Entscheidung des Kuratoriums – die durch Reisen des Präsidenten oder des Vizepräsidenten zwischen ihren Wohnsitzen und dem Sitz des Gerichts und der Kommission zwecks Teilnahme an den Sitzungen des Gerichts oder der Kommission entstehenden Fahrtkosten zur einen Hälfte von der Bundesrepublik und zur anderen Hälfte zu gleichen Teilen von den anderen Parteien des Verwaltungsabkommens getragen. Das Kuratorium wird im Benehmen mit dem Präsidenten und dem Vizepräsidenten die jährliche Anzahl von Reisen, für die eine solche Erstattung der Reisekosten gewährt wird, bestimmen.

Ich wäre Ihnen dankbar, wenn Sie mir bestätigen würden, dass Ihre Regierung der in diesem Schreiben niedergelegten Regelung zustimmt.

Ich benutze auch diesen Anlass, um Ihnen, Herr Botschafter, die Versicherung meiner ausgezeichneten Hochachtung zu erneuern.

Translation

BONN, December 1, 1954

His Excellency

THE HIGH COMMISSIONER OF
THE UNITED STATES OF AMERICA

MR. AMBASSADOR,

With reference to the Administrative Agreement on the Arbitral Tribunal and the Mixed Commission under the Agreement on German External Debts, which has been signed today in the name of the Governments of the Federal Republic of Germany, the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the French Republic, I have the honor to inform you that my Government agrees to the following arrangement:

In case the President or the Vice President does not take up his residence in the Federal Republic, the travel expenses incurred by trips of the President or the Vice President between their residences and the seat of the Tribunal and of the Commission for the purpose of participation in the sessions of the Tribunal or of the Commission shall—subject to the decision of the Curatorium mentioned below—be borne in the proportion of one half by the Federal Republic and one half, in equal parts, by the other parties to the Administrative Agreement. The Curatorium shall, in consultation with the President and the Vice President, fix the annual number of trips for which such compensation for travel expenses is to be granted.

I should be grateful to you if you would confirm to me that your Government agrees to the arrangement set forth in this note.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurance of my high consideration.

ADENAUER

*The United States Acting High Commissioner for Germany to the
Chancellor of the Federal Republic of Germany*

UNITED STATES HIGH COMMISSIONER FOR GERMANY
Bad Godesberg, Mehlemer Aue

DECEMBER 1, 1954.

MY DEAR MR. CHANCELLOR:

I have the honor to acknowledge receipt of your letter of today's date concerning the payment of travel expenses incurred

by the President or the Vice-President of the Arbitral Tribunal and the Mixed Commission under the Agreement on German External Debts and to confirm that your Government's understanding as set out in your letter is shared by the Government of the United States.

Please accept the assurances of my highest esteem.

HERVE J. L'HEUREUX
Acting High Commissioner

His Excellency

KONRAD ADENAUER,
*The Chancellor of the
Federal Republic of Germany
Palais Schaumburg,
Bonn.*

CHILE

Surplus Agricultural Commodities

*Agreement signed at Santiago January 27, 1955;
Entered into force January 27, 1955.*

TIAS 3234
Jan. 27, 1955

SURPLUS AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND CHILE

The Government of the United States of America and the Government of Chile:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States in these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the purchase for pesos of surplus agricultural commodities produced in the United States will assist in achieving such an expansion of trade;

Considering that the pesos accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understanding governing the sale of surplus agricultural commodities to Chile by the Government of the United States of America pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

SALE FOR LOCAL CURRENCY

1. Subject to the execution of purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before June 30, 1955, the sale for pesos of certain agricultural commodities determined to be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954 and specified in

68 Stat. 455.
7 U.S.C. §§ 1701-
1709.

paragraph 3 of this Article to purchasers authorized by the Government of Chile.

2. The United States Government will issue, within the terms of this Agreement, purchase authorizations which shall include provisions relating to the sale, transfer and delivery of commodities, the time and circumstances of deposit of pesos accruing from such sales, and other relevant matters, and which shall be subject to acceptance by the Government of Chile.

3. The United States Government undertakes to finance the sale to Chile of the following commodities, in value as indicated, during the United States fiscal year 1955, under the terms of Title I of United States Public Law 480, 83d Congress:

Commodity	Market Value (Millions of dollars)	Approximate Quantity
Wheat	2. 2	34,000 M.T.
Cottonseed oil	2. 4	9,000 M.T.
Transportation (estimated)	. 4	
 Total	 5. 0	

ARTICLE II

USES OF PESOS

1. The two Governments agree that the pesos accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America for the following purposes in the amounts shown:

- (a) To pay United States obligations in Chile under Section 104 (f) of Title I, peso equivalent of \$500,000;
- (b) To develop new markets for United States agricultural commodities under Section 104 (e)¹ of Title I, peso equivalent of \$200,000;
- (c) For financing international education exchange activities under Section 104 (h) of Title I, peso equivalent of \$300,000;
- (d) For loans to the Government of Chile to promote the economic development of Chile under Section 104 (g) of Title I, peso equivalent of \$4,000,000, subject to supplemental agreement between the two Governments. In accordance with Article 44, subparagraph 2, of the Chilean Constitution, such supplemental agreement shall be subject to legislative approval;
- (e) In the event that pesos set aside for loans to the Government of Chile under (d) are not advanced within three years

¹ Should read "Section 104 (a)".

from the date of this Agreement as a result of failure of the Parties hereto to reach agreement on uses for the pesos or for any other reason which prevents the Parties hereto from reaching agreement, the Government of the United States may request and upon request the Government of Chile will make conversion of these pesos into United States dollars at the rate which covered the deposit of pesos in accordance with Article III, unless the Parties to this Agreement mutually agree on another use for the pesos.

2. The pesos accruing to the United States under this Agreement shall be expended by the United States Government for the purposes stated in paragraph 1 of this Article in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III

DEPOSIT OF PESOS

The pesos to be deposited to United States account will be the dollar sales value of the commodity including that portion of freight and handling reimbursed or financed by the United States, converted into pesos at the exchange rate most generally applicable to import transactions (excluding imports granted a preferential rate) at the time specified in the purchase authorization, but not including the extra cost of any ocean freight resulting from a United States requirement that the commodity be carried on United States flag vessels.

ARTICLE IV

EXCHANGE RATE GUARANTEE

The Government of Chile, in order to maintain the dollar value of the \$1,000,000 in pesos to be used under paragraph 1 (a), (b), and (c) of Article II, agrees that such pesos shall be deposited by the United States Disbursing Officer with the Central Bank of Chile in a "special" account to which the following procedures shall apply:

- (a) When the United States Disbursing Officer desires to draw against the "special" account, he will inform the Government of Chile, in terms of United States dollars, of the amount, the peso equivalent of which is to be paid out. The peso withdrawal will be calculated at the exchange rate most generally applicable to import transactions (excluding imports granted a preferential rate) on the date of the withdrawal.

- (b) If on the date pesos are withdrawn from the "special" account the rate available to the United States under (a) above is more depreciated than the rate at which the pesos were originally deposited under Article III, the Government of Chile will deposit an amount of pesos into the "special" account equal to the product of the dollar amount referred to in (a) above and the difference between the two exchange rates.
- (c) If, on the other hand, on the date pesos are withdrawn from the "special" account the rate under (a) above is more appreciated than the rate at which the pesos were originally deposited under Article III, the United States Disbursing Officer will pay to the Government of Chile an amount of pesos from the "special" account equal to the product of the dollar amount referred to in (a) above and the difference between the two exchange rates.
- (d) In the event deposits into the "special" account are made at more than one rate of exchange, the weighted average rate of such deposits shall be used for implementing subparagraphs (b) and (c) above.

ARTICLE V

REPAYMENT OF LOANS

Loans under (d) of paragraph 1 of Article II above shall be repaid in dollars and/or by deliveries of strategic materials valued at market prices at the time of delivery under terms to be established by supplemental agreements between the two Governments. Such repayments shall be in a total amount equal to the original dollar value of loans extended under (d) of paragraph 1 of Article II, plus interest, and shall be made in five approximately equal annual installments, the first to be due and payable five years after the date of this Agreement.

ARTICLE VI

GENERAL UNDERTAKINGS

1. The Government of Chile agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes, (except where such resale, transshipment or use is specifically approved by the Government of the United States) of surplus agricultural commodities purchased pursuant to the provisions of Title I of the Agricultural Trade Development and Assistance Act of 1954, and to assure that the

importation of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.

2. The two Governments agree that they will take reasonable precautions to assure that the sale of surplus agricultural commodities pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954 will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

ARTICLE VII

CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement or to the operations carried out pursuant to this Agreement.

ARTICLE VIII

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Santiago in duplicate in the English and Spanish languages this twenty-seventh day of January, 1955.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[SEAL] By WILLARD L. BEAULAC

FOR THE GOVERNMENT OF THE REPUBLIC OF CHILE:

[SEAL] By RAFAEL TARUD SIWADY.

ACUERDO ENTRE CHILE Y LOS
ESTADOS UNIDOS DE AMERICA
SOBRE EXCEDENTES DE
PRODUCTOS AGROPECUARIOS

Los Gobiernos de Chile y de los Estados Unidos de América:

Reconociendo la conveniencia de expandir el comercio de los productos agropecuarios entre ambos países y con otras naciones amigas de modo que no se desplacen los mercados habituales de los Estados Unidos de América de estos productos o se desarticulen indebidamente los precios mundiales de los productos agropecuarios;

Considerando que la compra en pesos de los excedentes agropecuarios producidos en los Estados Unidos de América ayudará a lograr dicha expansión del comercio;

Considerando que los pesos que produzcan tales compras serán utilizados en forma beneficiosa para ambos países;

Deseando concretar los acuerdos relativos a la venta de excedentes agropecuarios a Chile por el Gobierno de los Estados Unidos de América conforme al Título I de la Ley de Asistencia y Desarrollo del Comercio Agrícola de 1954, y las medidas que los dos Gobiernos adoptarán en forma individual y colectiva para procurar la expansión del comercio de tales productos;

Han acordado lo siguiente:

ARTICULO I

VENTA EN MONEDA NACIONAL

I.—El Gobierno de los Estados Unidos de América se compromete a financiar, antes del 30 de junio de 1955, la venta en pesos chilenos, a compradores autorizados por el Gobierno de Chile, de ciertos y determinados productos agropecuarios definidos como excedentes de acuerdo con lo dispuesto en el Título I de la Ley de Asistencia y Desarrollo del Comercio Agrícola de 1954, a condición de que se emitan las autorizaciones de compra a que se refiere el párrafo 2º de este Artículo y que se especifican en el párrafo 3º del mismo.

II.—El Gobierno de los Estados Unidos emitirá, conforme a los términos de este Convenio las autorizaciones de compra, que quedarán sujetas a la aceptación del Gobierno de Chile y que incluirán cláusulas relativas a la venta, transferencia y entrega de los productos, a la fecha y condiciones del depósito de los pesos producidos por dichas ventas y a otras materias pertinentes.

III.—El Gobierno de los Estados Unidos de América se compromete a financiar la venta a Chile de los siguientes productos, por los valores indicados, durante el año fiscal de los Estados Unidos de 1955, conforme a los términos del Título I de la Ley de los Estados Unidos N° 480 del 83º Congreso:

<i>PRODUCTOS</i>	<i>VALOR DEL MERCADO</i> (Millones de US\$)	<i>CANTIDAD APROXIMADA</i>
Trigo	2. 2	34. 000 T. M.
Aceite de semilla de algodón	2. 4	9. 000 T. M.
Transporte	0. 4	-0-
TOTAL	5. 0	

ARTICULO II

EMPLEO DE LOS PESOS

I.—Los dos Gobiernos acuerdan que los pesos que se produzcan para el Gobierno de los Estados Unidos de América como consecuencia de las ventas que se hagan de acuerdo con este Convenio serán empleados por el Gobierno de los Estados Unidos de América para las siguientes finalidades, en las cantidades que se indican:

- a) Para el pago de obligaciones de los Estados Unidos en Chile de acuerdo con la Sección 104 (f) del Título I, por un total de pesos equivalente a US\$ 500.000.
- b) Para el desarrollo de nuevos mercados de los productos agrícolas de los Estados Unidos, de acuerdo con la Sección 104 (e) del Título I, por un total de pesos equivalente a US\$ 200.000.—
- c) Para financiar las actividades del intercambio educacional internacional, de acuerdo con lo dispuesto en la Sección 104 (h) del Título I, por el equivalente en pesos de US\$ 300.000.
- d) Para préstamos al Gobierno de Chile destinados a promover el desarrollo económico de Chile de acuerdo con la Sección 104 (g) del Título I, por el equivalente en pesos de US\$ 4.000.000, sujetos a acuerdos suplementarios entre los dos Gobiernos. Por parte del Gobierno de Chile estos acuerdos deberán ser sometidos a la aprobación legislativa de conformidad con lo dispuesto en el artículo 44 N° 2 de la Constitución Política.
- e) En caso de que los pesos destinados a empréstitos al Gobierno de Chile, a que se refiere la letra d), no se entreguen dentro de tres años a contar desde la fecha de este Convenio a causa de no existir acuerdo entre las Partes sobre el empleo de dichos pesos o por cualquiera otra razón que impida a las Partes llegar a un acuerdo, el Gobierno de los Estados Unidos de América podrá requerir al Gobierno de Chile para que convierta y el Gobierno de Chile convertirá dichos pesos a dólares de los Estados Unidos al

tipo de cambio aplicado cuando se efectuó el depósito en pesos conforme al artículo III, a menos que las Partes acuerden mutuamente darles un destino distinto.

II.—Los pesos que se produzcan para los Estados Unidos, de acuerdo con los términos de este Convenio, serán empleados por el Gobierno de los Estados Unidos en las finalidades establecidas en el párrafo 1 de este artículo en la forma y orden de prioridad que el Gobierno de Estados Unidos determine.

ARTICULO III

DEPOSITO DE LOS PESOS

Los pesos que se depositen en la cuenta de los Estados Unidos serán los que correspondan al precio de venta en dólares de los productos, incluso la parte de fletes y gastos de manipulación reembolsada o financiada por los Estados Unidos, convertido al tipo de cambio generalmente aplicable a las transacciones de importación (excluidas las importaciones que gocen de un tipo de cambio preferencial) en la fecha especificada en la autorización de compra, pero sin incluir el costo extra de cualquier flete marítimo que resulte del hecho de que los Estados Unidos exija que los productos sean transportados en barcos de bandera norteamericana.

ARTICULO IV

GARANTIA DEL TIPO DE CAMBIO

Con el fin de mantener el valor en dólares del equivalente en pesos de la suma de US\$ 1.000.000.— que será empleada en la forma prevista en el párrafo 1, letras a), b) y c) del Artículo II, el Gobierno de Chile conviene en que dichos pesos sean depositados por el Oficial de Pagos de los Estados Unidos en el Banco Central de Chile en una “Cuenta Especial” que se regirá por el siguiente procedimiento:

a) Cuando el Oficial de Pagos de los Estados Unidos desee girar sobre la Cuenta Especial, comunicará al Gobierno de Chile la cantidad de dólares norteamericanos cuyo equivalente en pesos chilenos deba ser pagado. El giro en pesos chilenos se calculará al tipo de cambio generalmente aplicable a las transacciones de importación (excluidas las importaciones que gocen de un tipo de cambio preferencial), en la fecha del giro.

b) Si a la fecha en que se giren los pesos chilenos de la Cuenta Especial el tipo de cambio que corresponda aplicar para los Estados Unidos de acuerdo con la letra a) precedente, fuese más alto

que el tipo de cambio al cual se depositaron originalmente los pesos de acuerdo con el Artículo III, el Gobierno de Chile depositará en la Cuenta Especial una cantidad de pesos igual al producto del monto de dólares indicado en la letra a) por la diferencia entre los dos tipos de cambio.

c) Si, por el contrario, en la fecha en que se giren los pesos chilenos de la Cuenta Especial el tipo de cambio citado en la letra a) fuese más bajo que el tipo de cambio al cual se depositaron originalmente los pesos de acuerdo con el Artículo III, el Oficial de Pagos de Estados Unidos de América abonará al Gobierno de Chile una cantidad de pesos de la Cuenta Especial igual al producto del monto en dólares a que se refiere la letra a) por la diferencia entre los dos tipos de cambio.

d) En caso de que los depósitos que se hagan en la Cuenta Especial se realicen a más de un tipo de cambio, se empleará para el cumplimiento de lo establecido en los sub-párrafos b) y c) anteriores, el término medio ponderado de los tipos de cambio correspondiente a dichos depósitos.

ARTICULO V

CANCELACION DE LOS PRESTAMOS

Los préstamos que se hagan de acuerdo con la letra d) del párrafo 1 del Artículo II precedente serán cancelados en dólares y/o materiales estratégicos al precio del mercado en la fecha de la entrega de acuerdo con las condiciones que se establezcan mediante convenios suplementarios entre ambos Gobiernos. Dichas cancelaciones serán en total equivalentes al valor original en dólares de los préstamos efectuados de acuerdo con la letra d) del párrafo 1 del Artículo II, más sus intereses y serán en cinco cuotas anuales aproximadamente iguales debiendo abonarse la primera de ellas cinco años después de la fecha del presente Convenio.

ARTICULO VI

OBLIGACIONES GENERALES

1.-El Gobierno de Chile conviene en adoptar todas las medidas posibles para evitar la reventa, el transbordo con destino a otros países o el uso para otros fines distintos de los propios del país (excepto cuando la reventa, el transbordo o el uso sea especialmente aprobado por el Gobierno de los Estados Unidos de América) de los excedentes de productos agropecuarios adquiridos de conformidad con las disposiciones del Título I de la Ley de Asistencia y Desarrollo del Comercio Agrícola de 1954; y para

asegurar que la importación de tales productos no originará, para las naciones no amigas de los Estados Unidos, un aumento de sus disponibilidades de dichos productos o de otros similares.

2.—Ambos Gobiernos convienen en adoptar precauciones razonables para asegurar que la venta de los excedentes de productos agropecuarios en conformidad al Título I de la Ley de Asistencia y Desarrollo del Comercio Agrícola de 1954, no desarticulará indebidamente los precios internacionales de los productos agrícolas, no desplazará corrientes habituales del comercio de los Estados Unidos de estos productos ni afectará materialmente las relaciones comerciales entre los países del mundo libre.

3.—En la aplicación de este Convenio ambos Gobiernos procurarán asegurar condiciones comerciales que permitan al comercio privado actuar en forma efectiva y se esforzarán en todo lo posible por fomentar y expandir una demanda continua de los productos agropecuarios.

ARTICULO VII

PROCEDIMIENTO DE CONSULTA

Ambos Gobiernos a pedido de cualquiera de ellos, se consultarán respecto de cualquiera cuestión relativa a la aplicación de este Convenio o a las operaciones que se efectúen de acuerdo con el mismo.

ARTICULO VIII

ENTRADA EN VIGENCIA

El presente Convenio entrará en vigencia en el momento de su firma.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados para este objeto, han suscrito el presente Convenio.

Hecho en Santiago, en cuatro ejemplares dos de ellos en Español y dos en Inglés, el veintisiete de enero de mil novecientos cincuenta y cinco.—

POR EL GOBIERNO DE CHILE, RAFAEL TARUD SIWADY.

[SEAL]

POR EL GOBIERNO DE LOS
ESTADOS UNIDOS DE AMERICA,

WILLARD L. BEAULAC

[SEAL]

CHILE

Financing Certain Educational Exchange Programs: Establishment of the Commission for Interchange

*Agreement signed at Santiago March 31, 1955;
Entered into force March 31, 1955.*

TIAS 3235
Mar. 31, 1955

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CHILE FOR FINANCING CERTAIN EDUCATIONAL EXCHANGE PROGRAMS

The Government of the United States of America and the Government of Chile:

Desiring to promote further mutual understanding between the peoples of the United States of America and Chile by a wider exchange of knowledge and professional talents through educational activities:

Considering that the Secretary of State of the United States of America may enter into an agreement for financing certain educational exchange programs from the currency of Chile held or available for expenditure by the United States for such purposes:

Have agreed as follows:

ARTICLE 1

There shall be established a commission to be known as the Commission for Educational Interchange between the United States of America and Chile (hereinafter designated "the Commission"), which shall be recognized by the Government of the United States of America and the Government of Chile as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Commission by the Government of the United States of America from funds held or available for expenditure by the United States for such purpose.

Except as provided in Article 3 hereof the Commission shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present

Agreement. The funds and property which may be acquired with the funds in furtherance of the purposes of the Agreement shall be regarded in Chile as property of a foreign government.

The funds made available under the present Agreement, within the conditions and limitations hereinafter set forth, shall be used by the Commission or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of Chile for the purposes of:

- (1) Financing studies, research, instruction, and other educational activities of or for citizens of the United States of America in schools and institutions of higher learning located in Chile or of the citizens of Chile in United States schools and institutions of higher learning located outside the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, including payment of transportation, tuition, maintenance, and other expenses incident to scholastic activities:
or
- (2) Furnishing transportation for citizens of Chile who desire to attend United States schools and institutions of higher learning in the continental United States, Hawaii, Alaska, (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, and whose attendance will not deprive citizens of the United States of an opportunity to attend such schools and institutions.

ARTICLE 2

In furtherance of the aforementioned purposes, the Commission may, subject to the provisions of the present Agreement, exercise all powers necessary to the carrying out of the purposes of the present Agreement, including the following:

- (1) Plan, adopt and carry out programs in accordance with the purposes of the present Agreement.
- (2) Recommend to the Board of Foreign Scholarships, provided for in Section 1641 (B), Title 50, appendix of the United States Code, students, professors, research scholars, teachers, resident in Chile, and institutions of Chile qualified to participate in the program in accordance with the aforesaid Section.
- (3) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the program as it may deem necessary for achieving the purpose and objectives of the present Agreement.

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

(5) Authorize the Treasurer of the Commission or such other person as the Commission may designate to receive funds to be deposited in bank accounts in the name of the Treasurer of the Commission or such other person as may be designated. The appointment of the Treasurer or such designee shall be approved by the Secretary of State of the United States of America. The Treasurer shall deposit funds received in a depository or depositories designated by the Secretary of State of the United States of America.

(6) Authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the present Agreement.

(7) Provide for periodic audits of the accounts of the Treasurer of the Commission as directed by auditors selected by the Secretary of State of the United States of America.

(8) Incur administrative expenses as may be deemed necessary out of funds made available under the present Agreement.

ARTICLE 3

All commitments, obligations, and expenditures authorized by the Commission shall be made in accordance with an annual budget, to be approved by the Secretary of State of the United States of America.

ARTICLE 4

The management and direction of the affairs of the Commission shall be vested in a Board of Directors consisting of six members (hereinafter designated "The Board"), three of whom shall be citizens of the United States of America and three of whom shall be citizens of Chile. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to Chile (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Board. He shall cast the deciding vote in the event of a tie vote by the Board. He shall have the power of appointment of all members of the Board. Of the citizens of the United States of America, two shall be officers of the United States Foreign Service establishment in Chile; one of them shall

serve as Chairman of the Board, and one of them shall serve as Treasurer.

The members shall serve from the time of their appointment until the following December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside Chile, expiration of service, or otherwise, shall be filled in accordance with the appointment procedure set forth in this article.

The members shall serve without compensation but the Board may authorize the payment of the necessary expenses of the members in attending the meetings of the Board and in performing other official duties assigned by the Board.

ARTICLE 5

The Board shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Commission.

ARTICLE 6

Reports acceptable in form and content to the Secretary of State of the United States of America shall be made annually on the activities of the Commission to the Secretary of State of the United States of America and the Government of Chile.

ARTICLE 7

The principal office of the Commission shall be in the capital city of Chile but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of any of the Commission's officers or staff may be carried on at such places as may be approved by the Board.

ARTICLE 8

The Government of the United States of America and the Government of Chile agree that currency of Chile acquired by the Government of the United States pursuant to the Surplus Agricultural Commodities Agreement, dated January 27, 1955, and any other currency of Chile owed to or owned by the United States and available for educational exchange activities may be used for purposes of this Agreement and that the performance of this Agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America, when required by the laws of the United States, for reimbursement to the Treasury of the United States for currency of Chile held or available for expenditure by the United States.

The Secretary of State of the United States of America will make available for expenditure as authorized by the Commission currency of the Government of Chile in such amounts as may be required for the purposes of this Agreement but in no event may amounts in excess of the budgetary limitations established pursuant to Article 3 of the present Agreement be expended by the Commission.

ARTICLE 9

The Government of the United States of America and the Government of Chile shall make every effort to facilitate the exchange of persons programs authorized in this Agreement and the Convention for the Promotion of Inter-American Cultural Relations and to resolve problems which may arise in the operations thereof.

Ts 928.
61 Stat. 178.

ARTICLE 10

Wherever, in the present Agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

ARTICLE 11

The present Agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of Chile.

ARTICLE 12

The present Agreement shall come into force upon the date of signature.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

Done at Santiago in duplicate, in the English and Spanish languages each of which shall be of equal authenticity this thirty-first day of March, 1955.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

[SEAL] By WILLARD L. BEAULAC

FOR THE GOVERNMENT OF THE
REPUBLIC OF CHILE:

[SEAL] By O. KOCH

**ACUERDO ENTRE EL GOBIERNO DE CHILE Y EL
GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA
PARA EL FINANCIAMIENTO DE DETERMINADOS
PROGRAMAS DE INTERCAMBIO EDUCACIONAL.-**

El Gobierno de Chile y el Gobierno de los Estados Unidos de América:

Deseando promover un mayor entendimiento mutuo entre los pueblos de Chile y de los Estados Unidos de América mediante un más amplio intercambio de conocimientos y capacidades profesionales a través de actividades educacionales;

Considerando que el Secretario de Estado de los Estados Unidos de América está autorizado para celebrar un Acuerdo para el financiamiento de determinados programas de intercambio educacional con cargo a la moneda corriente de Chile que se mantiene o se encuentra disponible para gastos por los Estados Unidos con tales propósitos,

Han acordado lo que sigue:

ARTICULO I

Se establecerá una Comisión bajo el nombre de "Comisión para el Intercambio Educacional entre Chile y Estados Unidos" (de aquí en adelante denominada "la Comisión"). Esta Comisión será reconocida por los Gobiernos de Chile y de los Estados Unidos de América como una organización creada y establecida para facilitar la administración de un programa educacional que será financiado con fondos puestos a disposición de la Comisión por el Gobierno de los Estados Unidos de los fondos mantenidos o disponibles para gastos por los Estados Unidos con tal propósito.

Con excepción de lo dispuesto en el artículo 3 del presente Acuerdo, la Comisión estará exenta del cumplimiento de las leyes nacionales y locales de los Estados Unidos de América en cuanto se relaciona con el uso y gasto de dineros y créditos para los propósitos expuestos en el presente Acuerdo. Los fondos, y bienes adquiridos con tales fondos para la realización de los propósitos de este Acuerdo, serán considerados en Chile como propiedad de un Gobierno extranjero.

Los fondos disponibles conforme al presente Acuerdo, dentro de las condiciones y limitaciones establecidas más adelante,

serán usados por la Comisión, o por alguna otra agencia que sea objeto de acuerdo entre los Gobiernos de Chile y de los Estados Unidos de América, con los propósitos siguientes:

(1) Financiar estudios, investigaciones, instrucción y otras actividades educacionales de o para nacionales de los Estados Unidos de América en escuelas e instituciones de enseñanza superior situadas en Chile, o de nacionales de Chile en escuelas o instituciones de enseñanza superior de los Estados Unidos situadas fuera de los Estados Unidos continental, Hawaii, Alaska (incluso las islas Aleutas), Puerto Rico y las Islas Vírgenes, incluyendo pago de transporte, gastos de enseñanza, mantención y otros gastos relativos a las actividades escolares;

(2) Proporcionar transporte para nacionales de Chile que deseen concurrir a escuelas e instituciones de enseñanza superior de los Estados Unidos en Estados Unidos continental, Hawaii, Alaska (incluyendo las islas Aleutas), Puerto Rico y las Islas Vírgenes, y cuya concurrencia no prive a los nacionales de los Estados Unidos de la oportunidad de asistir a esas instituciones.

ARTICULO 2

En prosecución de los propósitos antedichos, la Comisión puede, sujeta a las disposiciones del presente Acuerdo, ejercer todos los poderes necesarios para la realización de los fines del presente Acuerdo, incluso lo siguiente:

(1) Planear, adoptar y ejecutar programas de acuerdo con los propósitos del presente Acuerdo;

(2) Recomendar a la Junta de Becas Extranjeras, prevista en la Sección 1641 (B), Título 50, Apéndice del Código de los Estados Unidos, estudiantes, profesores, investigadores, maestros, residentes en Chile, e instituciones de Chile, idóneos para participar en el programa de acuerdo con la antedicha Sección;

(3) Recomendar a la mencionada Junta de Becas Extranjeras las condiciones para la selección de participantes en el programa que considere necesarias para alcanzar el propósito y objetivos del presente Acuerdo;

(4) Adquirir y conservar bienes y disponer de los mismos en nombre de la Comisión, según su Junta de Directores lo considere necesario o conveniente, con tal que, sin embargo, la adquisición de cualquier bien inmueble se sujeté a la aprobación previa del Secretario de Estado de los Estados Unidos de América;

(5) Autorizar al Tesorero de la Comisión o a otra persona que la Comisión pueda designar, para recibir fondos con el objeto de depositarlos en cuentas bancarias a nombre del Tesorero de la

Comisión o de otra persona que pueda ser designada. El nombramiento del Tesorero o la persona designada, será aprobado por el Secretario de Estado de los Estados Unidos de América. El Tesorero depositará los fondos recibidos en el o los bancos de depósito que indique el Secretario de Estado de los Estados Unidos de América;

(6) Autorizar el desembolso de fondos y la concesión de subsidios y avances de fondos para los propósitos autorizados en el presente Acuerdo;

(7) Disponer lo necesario para revisiones periódicas de las cuentas del Tesorero de la Comisión, según indicaciones de revisores de cuentas seleccionados por el Secretario de Estado de los Estados Unidos de América;

(8) Incurrir en los gastos administrativos que se estimen necesarios con cargo a los fondos puestos a disposición de la Comisión conforme al presente Acuerdo.

ARTICULO 3

Todos los compromisos, obligaciones y gastos autorizados por la Comisión deberán hacerse de acuerdo con un presupuesto anual, que será aprobado por el Secretario de Estado de los Estados Unidos de América.

ARTICULO 4

El manejo y dirección de los asuntos de la Comisión corresponderá a una Junta de Directores de seis miembros (más adelante designada "la Junta"), tres de los cuales serán nacionales de Chile y tres nacionales de los Estados Unidos de América. Además, el funcionario principal a cargo de la Misión Diplomática de los Estados Unidos de América en Chile (en adelante designado "Jefe de Misión"), será Presidente Honorario de la Junta. El Jefe de Misión emitirá el voto decisivo en caso de empate en la Junta y tendrá la facultad de designar a todos sus miembros. De los nacionales de los Estados Unidos de América, dos serán funcionarios del Servicio Exterior de ese país que sirvan en Chile; uno de ellos actuará como Presidente de la Junta y otro como Tesorero.

Los miembros servirán desde la fecha de su nombramiento hasta el siguiente 31 de diciembre y serán reelegibles. Las vacantes que se produzcan por razón de renuncia, cambio de residencia fuera de Chile, expiración de servicio, o cualquiera otra causa, serán llenadas de acuerdo con el procedimiento de designación establecido en este artículo.

Los miembros servirán sin remuneración, pero la Junta puede autorizar el pago de los gastos necesarios en que incurrieren para asistir a las reuniones de la Junta y para realizar otros deberes oficiales encomendados por ella.

ARTICULO 5

La Junta adoptará los reglamentos y nombrará los comités que estime necesarios para el manejo de los asuntos de la Comisión.

ARTICULO 6

La Comisión rendirá informes anuales sobre sus actividades al Gobierno de Chile y al Secretario de Estado de los Estados Unidos de América, conforme a las normas que éste determine.

ARTICULO 7

La oficina principal de la Comisión estará en la capital de Chile, pero podrán celebrarse reuniones de la Junta o de cualquiera de sus comités en los lugares que la Junta pueda a veces determinar, y las actividades de cualquiera de los miembros o del personal de la Comisión podrán realizarse en los lugares que apruebe la Junta.

ARTICULO 8

El Gobierno de Chile y el Gobierno de los Estados Unidos de América convienen en que la moneda chilena adquirida por el Gobierno de los Estados Unidos de América conforme al Acuerdo sobre Excedentes de Productos Agropecuarios, de fecha 27 de enero de 1955, y de cualesquiera otras sumas en moneda chilena que se deban a o sean de propiedad de los Estados Unidos y disponibles para actividades de intercambio educacional, pueden ser usadas para los propósitos de este Acuerdo. Convienen además en que la realización de este Acuerdo quedará sujeta a la disponibilidad de cantidades concedidas al Secretario de Estado de los Estados Unidos de América, cuando lo requieran las leyes de ese país, para reembolso al Tesoro de los Estados Unidos por moneda de Chile mantenida o disponible para gastos por los Estados Unidos.

El Secretario de Estado de los Estados Unidos de América pondrá a disposición para los gastos que autorice la Comisión, las sumas en moneda chilena necesarias para los propósitos de este Acuerdo, pero en ningún caso la Comisión podrá gastar sumas que excedan la limitación presupuestaria establecida conforme al artículo 3 del presente Acuerdo.

ARTICULO 9

El Gobierno de Chile y el Gobierno de los Estados Unidos de América se esforzarán por facilitar los programas de intercambio autorizados en este Acuerdo y la Convención para el Fomento de las Relaciones Culturales Interamericanas, y por resolver los problemas que puedan suscitarse en las operaciones consiguientes.

ARTICULO 10

Dondequiera que se use el término "Secretario de Estado de los Estados Unidos de América" en este Acuerdo, se entenderá que se refiere al Secretario de Estado de los Estados Unidos de América o a cualquier otro funcionario o empleado del Gobierno de los Estados Unidos de América designado por aquel para actuar en su representación.

ARTICULO 11

El presente Acuerdo podrá ser modificado mediante cambio de notas diplomáticas entre los Gobiernos de Chile y de los Estados Unidos de América.

ARTICULO 12

El presente Acuerdo entrará en vigencia en la fecha de la firma.

EN TESTIMONIO DE LO CUAL, los suscritos, estando debidamente autorizados por sus respectivos Gobiernos, han firmado el presente Acuerdo.

Hecho en Santiago, en duplicado, en los idiomas español e inglés, siendo ambos textos igualmente auténticos, el treinta y uno de marzo de mil novecientos cincuenta y cinco.

POR EL GOBIERNO DE CHILE

O. Koch

[SEAL]

POR EL GOBIERNO DE LOS
ESTADOS UNIDOS DE AMERICA

WILLARD L. BEAULAC

[SEAL]

NETHERLANDS

Establishment and Operation of SHAPE Air Defense Technical Center

*Agreement effected by exchange of notes
Signed at The Hague December 14, 1954;
Entered into force December 14, 1954.
And Netherlands note
Dated January 15, 1955.*

TIAS 3236
Dec. 14, 1954,
and Jan. 15, 1955

*The American Ambassador to the Netherlands Minister for Foreign
Affairs and the Minister without Portfolio*

AMERICAN EMBASSY,
THE HAGUE, NETHERLANDS,
December 14, 1954.

EXCELLENCIES:

I refer to the statement of the United States Permanent Representative to the NATO Council on November 10, 1954, regarding the establishment of a SHAPE Air Defense Technical Center. As you know, the Center will be an adjunct of SHAPE and its purpose will be to provide technical advice and assistance to SHAPE in connection with the Air Defense of NATO, so as to strengthen further the defenses of the North Atlantic Area and to facilitate the effective participation of the NATO nations in the United Nations system for collective security. As a means of establishing and operating the center for the benefit of SHAPE and NATO nations and to achieve the purpose mentioned above, the Government of the United States, under the authority of the Mutual Security Act of 1954, is considering entering into a contract with the Rijksverdedigings Organisatie TNO (RVO-TNO) (National Defense Research Council TNO). I enclose as an attachment to this letter a copy of the agreed draft text of this contract.^[1] It will be seen that this contract would permit RVO-TNO to carry out its contractual responsibilities through the agency of a foundation to be established in the Netherlands under RVO-TNO and to be

68 Stat. 832.
22 U.S.C. §1751 note.

¹ See *post*, p. 930, for agreed signed contract.

designated the SHAPE Air Defense Technical Center (ADTC, sometimes herein called the Center).

In order to enable the Center to perform its functions it is in the opinion of my Government essential that your Government support the establishment and operation of the Center in the Netherlands and that it be in agreement with the terms of the contract between my Government and RVO-TNO now under consideration. I would appreciate hearing from the Netherlands Government that this is the case and that the Netherlands Government is prepared to make such arrangements as will enable the Center to operate effectively in accordance with the contract.

Prior to concluding any contractual agreement with RVO-TNO my Government desires to be informed about the arrangements, which will be made by your Government in the following particulars:

- a) The establishment and operation of the NATO security system at the Center;
- b) The provision of classified communication facilities and services;
- c) The provision of the attributes of international status for the Center;
- d) The provision of housing for the foreign personnel of the Center;
- e) The audit of expenditures made in connection with the proposed contract between RVO-TNO and the Government of the United States;
- f) The safeguarding of the security of patent applications and the facilitating of the implementation of the patent provisions of the contract;
- g) The provision of the necessary land;
- h) The exemption of United States expenditures under this contract from taxes;
- i) The protection of the United States from liability;
- j) The utilization by the United States of local currency for purposes of discharging its contract obligations;
- k) Special arrangements for the Center regarding foreign exchange;
- l) The determination of residual value of any immovable property erected on property owned or used by the Center;
- m) The granting of waiver, release or licenses from or under regulations affecting the procurement of goods and services;
- n) The facilitating of subcontracting both within and outside the Netherlands.

Furthermore, for the proper execution of the functions of the officer designated as United States Advisor, in accordance with the contract between my Government and RVO-TNO, it would be appreciated if the United States Advisor and the members of his official staff may be accorded appropriate privileges.

Finally, when in the future my Government announces its desire to withdraw from, terminate, or otherwise alter its contractual relationship with RVO-TNO so as to transfer its rights and responsibilities to SHAPE or to some designated subsidiary body of the North Atlantic Council, it will be necessary that such transfers be facilitated by your Government and that arrangements, rights and immunities equivalent to those accorded by you to the Center, be accorded to SHAPE or such designated subsidiary body of the North Atlantic Council, as well as to RVO-TNO, the Center and all personnel thereof, unless otherwise agreed with the proper NATO authorities.

Please accept, Excellencies, the renewed assurances of my highest consideration.

H. FREEMAN MATTHEWS

Their Excellencies

J. W. BEYEN

Minister for Foreign Affairs

and

J. M. A. H. LUNS

Minister without Portfolio

Royal Netherlands Ministry

for Foreign Affairs

The Hague.

The Netherlands Minister without Portfolio and the Minister for Foreign Affairs to the American Ambassador

MIN. VAN BUITENLANDSE ZAKEN¹

The Hague, December 14, 1954.

Dear Mr. Ambassador,

1. Receipt is acknowledged of your letter of today regarding the establishment of a SHAPE Air Defense Technical Center. We can assure you that the Netherlands Government are happy to act as host nation for the Center and are fully in agreement with the plan for establishing and operating this Center for the benefit of SHAPE and the NATO nations. The Netherlands Government have noted with approval the contract which your Government under the authority of the Mutual Security Act are considering entering into with the National Defense Research Council - Central National Council for Applied Scientific Research in the Netherlands (RVO-TNO).

2. Our Government are likewise of the opinion that it is essential for the operation of the Center that certain special arrangements be made for it.

In reply to the specific questions raised in your

¹ Ministry of Foreign Affairs.

letter and in confirmation of the oral assurances which have been given by our officials to your representatives, we are pleased to give the following undertakings:

3. As to the establishment and operation of the NATO security system, our Government, in accordance with NATO precedents and without charge to the United States or the Center, will in particular do the following:

a. Assume responsibility for establishing and maintaining security measures at the Center and at the facilities of subcontractors within the Netherlands. These security measures will extend to the protection of buildings and other property and to the grading, handling, transmission, storage and distribution of documents and material and to all other matters relating to the security protection of information. The standards for these security measures will be at least as high as those required by the security regulations of NATO.

b. Assume responsibility for verifying the security status of all personnel employed at or assigned to the Center or employed by subcontractors

engaged in the performance of work for the Center within the Netherlands. This will include security clearances for all such personnel who are Netherlands nationals. The standards for these clearances shall be at least as high as those required by the Netherlands Government for the assignment of its nationals to the NATO International Staff.

c. Before subcontracts involving classified information are placed with subcontractors outside the Netherlands, assure that arrangements are in effect by which the government of the country in which the subcontractor is located will be responsible for the establishment and maintenance of security measures in connection with these facilities and personnel of the subcontractor substantially corresponding to those required for the Netherlands Government under sub-paragraphs a and b above.

4. In accordance with NATO precedents, our Government will provide such classified communication facilities and services as may be necessary for the receipt and despatch of classified information for the Center. Such communications facilities shall, of course, be operated in accordance with the NATO security regulations.

5. Our Government will provide attributes of international status for the Center in order that it may function properly and effectively as an adjunct of SHAPE. Therefore, in addition to the arrangements for the status of personnel set forth in the letter of the Minister of Defense of 14 December 1954 to General Gruenthaler the following provisions for the status of the Center as such will be made by our Government in anticipation of the implementation of Ambassador Hughes' declaration of November 10, 1954 to the NATO Council and also in anticipation of the transfer of the Center to SHAPE or some designated subsidiary body of the NATO Council, whenever NATO may so desire:

a. All property, both movable and immovable, furnished to or acquired by or on behalf of the Center, including such property owned, acquired or held by RBO-TNO on behalf of the Center shall be:

(i) exempt from all direct taxes; the Center will not, however, claim exemption from rates, taxes or dues which are no more than charges for public utility services;

(ii) exempt from all customs duties, export

taxes and quantitative restrictions on imports and exports in respect of articles imported or exported by or for the Center. However, articles imported under such exemption shall not be disposed of by way of either sale or gift in the Netherlands, except under conditions approved by the Netherlands Government;

(iii) immune from search, requisition, confiscation or expropriation.

b. All documents and records belonging to or held by or on behalf of or for the use of the Center shall be inviolable wherever located.

c. No censorship shall be applied to correspondence or other communications despatched or received in connection with the operation of the Center. The Center shall have the right to use codes and to dispatch correspondence by courier or in sealed bags which shall have the same immunities and privileges as diplomatic couriers and bags.

6. In consideration of the fact that your Government are prepared in accordance with the agreed draft contract with RVO-TNO to provide in appropriate cases for housing allowances for

personnel, our Government are prepared to assure, if necessary, by allocations from the defense housing program, that adequate housing shall be made available for the foreign personnel of the Center.

7. Our Government are prepared on the request of your Government to perform, without cost to the United States, the audit of all expenditures made by RVO-TNO under the contract with your Government, and to certify vouchers for payment by your Government in the same manner that such audit and certification are carried out in connection with defense contracts of our Government.

8. With respect to patents

a. Our Government will take appropriate steps in accordance with NATO security regulations to safeguard the security of applications for Netherlands patents where the subject matter of such applications is classified, and the invention has been developed under the contract between your Government and RVO-TNO.

b. Our Government undertake that they will cooperate in and facilitate the implementation of

the patent provisions of the contract between the United States and RVO-TNO or of any subcontract made thereunder.

9. Public lands will be made available by the Netherlands Government to the extent necessary for the operation of the Center, without cost to the United States Government.

10. As regards the exemption from taxes of United States expenditures under the contract between your Government and RVO-TNO and as regards the protection of the United States from liability, we are happy to give assurance that Articles 11 and 13 of the Memorandum of Understanding between our two Governments Relating to Offshore Procurement, TIAS 3069.
5 UST, pt. 2, p. 2027. which entered into force July 30th, 1954, shall be fully applicable, as well as paragraphs 5, 6, 8, 9, 10 and 15 of the same memorandum.

11. The United States, for the purpose of discharging its obligations under the contract, will be free to use any guilders owned by the United States.

12. The Center may hold currency of any kind and operate accounts in any currency, and the Netherlands authorities, if so required for effect-

ive operations of the Center, will facilitate transfers of funds held by the Center from one to another country, and the conversion of any currency held by the Center into any other currency.

13. The Netherlands Government will assure that all buildings or other facilities of an immovable character furnished by the United States Government, or any other NATO nations, to or for the Center, or constructed or acquired for the Center, shall remain available to the Center as long as required for the purposes set forth in this letter, and will take appropriate measures to assure that when such property is no longer required for the operations of the Center, the residual value thereof, if any, will be reimbursed to the Government of the United States or to any other NATO government to such extent as is proportionate to each government's contribution to the particular property.

14. Our Government are prepared upon request to grant waiver or release or licenses, whichever is applicable, from or under regulations affecting the procurement of goods, materials and services in the Netherlands by or for the Center.

15. In appropriate cases RVO-TNO or the Center may subcontract for equipment, materials and services with non-Netherlands suppliers located either within or outside the Netherlands. Our Government will, upon request, use their good offices to facilitate the placing of such contracts.

16. If your Government so request, the principal United States officer designated as United States Advisor to the Center and the members of his official staff, will be accorded the privileges provided in subparagraphs (b) and (c) of Annex E of the Mutual Defense Assistance Agreement signed between the United States and the Netherlands on

TIAS 2015.
1 UST 99.

January 27, 1950.

17. We confirm that it is the intention of our Government, when in the future the United States announces its desire to withdraw from, terminate, or otherwise alter its contractual relationship with RVO-TNO so as to transfer its rights and responsibilities to SHAPE or to some designated subsidiary body of the North Atlantic Council, to facilitate such transfer and to accord to SHAPE or such designated subsidiary body of the North Atlantic Council,

as well as to RVO-TNO, the Center and all personnel thereof, arrangements, rights and immunities equivalent to those outlined above, unless otherwise agreed with the proper NATO authorities.

18. We can assure you that our Government will further the aims of the Center as far as possible, will take the actions contemplated above with utmost promptness, and will support the performance of the contract by RVO-TNO. Wherever the draft contract provides for action or support by the Netherlands Government, the Netherlands Government will take such action and give such support.

19. Upon receipt of Your Excellency's acceptance of the arrangements set forth herein, Your Excellency's abovementioned letter, this letter and Your Excellency's reply shall constitute an agreement between our two Governments which agreement shall forthwith enter into force, subject in the case of the Netherlands to the provisions of Article 62 paragraph 1, sub d, and paragraph 2 of the Constitution.

Please accept, Mr. Ambassador, the renewed assurances of our highest consideration.

THE MINISTER WITHOUT
PORTFOLIO



THE MINISTER OF
FOREIGN AFFAIRS



The Hon. H. FREEMAN MATTHEWS,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
The Hague.

The American Ambassador to the Netherlands Minister for Foreign Affairs and the Minister without Portfolio

AMERICAN EMBASSY,
THE HAGUE, NETHERLANDS,
December 14, 1954.

EXCELLENCIES:

In accordance with the discussions which have taken place and in consideration of and in reliance on the oral assurances received in those discussions, and in particular in consideration of and in reliance on the undertakings set forth in your letter of December 14, 1954, my Government has decided to proceed with plans for establishing a SHAPE Air Defense Technical Center in the Netherlands, and to this end, will sign the agreed draft contract between the United States of America and RVO-TNO dated December 14, 1954.

Please accept, Excellencies, the renewed assurances of my highest consideration.

H. FREEMAN MATTHEWS

Their Excellencies

J. W. BEYEN

Minister for Foreign Affairs

and

J. M. A. H. LUNS

Minister without Portfolio

Royal Netherlands Ministry

for Foreign Affairs

The Hague.

CONTRACT NO. TN-01-MWP-AF-55

COST-REIMBURSEMENT CONTRACT
FOR THE ESTABLISHMENT AND OPERATION
OF A SHAPE AIR DEFENSE TECHNICAL CENTER

This contract, entered into this 14th day of December 1954 by and between the UNITED STATES GOVERNMENT represented by the Contracting Officer executing this contract and the "Rijksverdedigings Organisatie TNO" (RVO-TNO) (National Defense Research Council TNO), a corporation organized and existing under the laws of the Netherlands having its principal office at The Hague, The Netherlands (hereinafter called the Contractor).

WITNESSETH THAT

64 Stat. 932.
22 U. S. C. § 1751
note.

WHEREAS the United States Government wishes to furnish assistance to the Supreme Headquarters, Allied Powers, Europe (SHAPE) and to the nations of the North Atlantic Treaty Organization (NATO), pursuant to the authority of the Mutual Security Act of 1954 and other applicable law, through the establishment and operation within the Netherlands of a SHAPE Air Defense Technical Center as a facility for SHAPE to meet its needs and requirements for technical advice and assistance in the field of air defense; and

WHEREAS the Netherlands Government and the United States Government have made an exchange of letters today which contemplates the establishment of such a Center in the Netherlands and the operation thereof through contract with the Contractor, and the Contractor has the capabilities and is willing to enter into such a contract.

NOW, THEREFORE, the parties hereto, in consideration of the agreements herein contained and for other good and valuable consideration, agree that the Contractor shall, subject to and in accordance with the terms and provisions hereinafter specified, perform the work described below.

1. STATEMENT OF WORK

A. The Contractor shall establish and operate a technical center which, in accordance with the wishes and with the approval of SHAPE, shall function

as an adjunct of SHAPE under the name of SHAPE Air Defense Technical Center. Its purpose shall be to provide technical advice and assistance to SHAPE in the field of air defense of the NATO nations. The SHAPE Air Defense Technical Center shall hereinafter be referred to as the Center.

(1) All research, studies and activities of the Center will be carried out in fields of work and on subjects specified by SHAPE and shall be subject to the policy direction and guidance of SHAPE. Authorized representatives of SHAPE will have direct access to and contact with the Center and its personnel for these purposes.

(2) All operations of the Center will be monitored on a full-time basis by a general officer of the United States Air Force having expert competence in the field of air defense, or an individual of equivalent status, designated as the United States Advisor, who will furnish technical advice as appropriate and who will serve in a liaison capacity with SHAPE to assure that the Center is at all times fully responsive to SHAPE's needs and requirements. The United States Advisor is authorized direct contact with SHAPE, the Contractor, and the Center, and with the personnel concerned, and will be kept fully informed by the Contractor of all contacts between itself, the Center, and SHAPE. The United States Advisor shall have a deputy. The United States Deputy Advisor will certify for payment to the Contracting Officer executing this contract in behalf of the United States Government such vouchers submitted by the Contractor as represent allowable costs under the contract, and the Contracting Officer is authorized to accept the certification of the United States Deputy Advisor as an adequate basis for the payment of such voucher.

(3) The functions of the United States Advisor shall include assuring that there are made available for the work of the Center all knowledge and information and developments in the possession of the United States to the maximum extent permissible under United States security regulations. Moreover, the United States Advisor shall be responsible for forestalling duplication of effort as between the Center and the United States

Government. In order to facilitate the discharge of these responsibilities the United States Advisor or his representative shall:

(a) Have the right to free interchange of information with the appropriate United States officials.

(b) Be kept currently informed on all aspects of the work of the Center, and it shall be an affirmative obligation of the contractor to keep the United States Advisor so informed.

(c) Be given access by the contractor at any time to all operations, research, records, reports, studies, monographs, information, or other data of any nature which are part of the work of the Center. He shall upon request be provided copies of any such data.

B. Consistent with the general provisions of paragraph A above, the Contractor shall be responsible for the following:

(1) Carrying out such research, studies, investigations, developmental work and operational tests in connection with the air defense of the NATO nations (with initial emphasis on surveillance and control), as may be required from time to time by SHAPE.

(2) Acquiring, developing or constructing, or having developed or constructed, articles, equipment, components and facilities necessary to the successful performance of the foregoing work.

(3) Furnishing reports of the progress of such work to the United States Advisor and to SHAPE at intervals no greater than three (3) months and furnishing technical reports on significant accomplishments at such times and in such numbers of copies as may be required by SHAPE.

(4) Providing the necessary organization, personnel, facilities, materials, articles, and services to perform the foregoing work.

(5) Providing for the acceptance of personnel, services, material or funds contributed by other NATO nations for the above purposes.

(6) Providing for the appointment with the approval of SHAPE, of the President and the Technical Director of the Center.

(7) Submitting to the United States Advisor and to SHAPE a complete and final report on or before June 30, 1957.

2. TIME OF PERFORMANCE OF WORK

The Contractor shall initiate promptly the steps necessary for the accomplishment of the work called for under Paragraph 1 hereof. All work under this contract shall have been completed by 30 June 1957 unless the parties hereto otherwise agree by modification of or by a supplement to this contract.

3. ALLOWABLE COSTS AND PAYMENT

A. The United States Government shall pay to the Contractor such actual costs incurred in the performance of this contract as are determined by the United States Deputy Advisor to be allowable. Costs shall not be determined to be allowable unless reasonable and unless actually incurred by the Contractor in conformity with the provisions of this contract and charged to this contract under generally accepted accounting principles and practices. Subject to the above, the United States Government shall reimburse the Contractor for the following costs:

(1) Expenditures for reasonable salaries, wages and allowances of personnel employed by or assigned to the Center, including expenditures for personal services obtained under contracts with third parties or otherwise and reasonable supplementary allowances to personnel contributed by NATO countries in accordance with policies approved by the United States Deputy Advisor.

(2) Expenditures by the Contractor for necessary materials and services.

(3) Expenditures by the Contractor necessary for long-distance telephone calls, telegrams, cablegrams, radiograms, postage, freight, express, and drayage.

- (4) Expenditures by the Contractor for the necessary travel of personnel, including subsistence allowances while on a travel status.
- (5) Necessary costs incurred by the Contractor and expenses paid or reimbursed by the Contractor to employees transferred from their usual place of residence to the location or locations of the work performed under this contract, arising from the transportation of said employees, their immediate families, and their household goods and household possessions, including subsistence, in accordance with policies approved by the United States Deputy Advisor.
- (6) Expenditures for necessary rearrangement or relocation of offices, facilities, or other property incident to performance of this contract.
- (7) Expenditures by the Contractor for necessary protection and maintenance of Center property or of rented equipment (but expenditures for protection shall be allowable only to the extent that they are deemed by the United States Deputy Advisor to be required in addition to the security protection service furnished by the Netherlands Government).
- (8) Cost of honorariums distributed to personnel for invention disclosures and patent assignments, in accordance with policies approved by the United States Deputy Advisor.
- (9) Cost of bonds, insurance, and pension, retirement, group health, accident and life insurance plans, and such other insurance as the United States Deputy Advisor may from time to time direct or approve, as provided in Paragraph 14 hereof.
- (10) Cost of recruiting and training personnel for the Center, in accordance with policies established by the United States Deputy Advisor.
- (11) Cost of constructing, leasing, or purchasing necessary facilities or other property, real or personal (but not including land) for the Center.
- (12) Expenditures by the Contractor representing payments in

connection with subcontracts, including any agreement or contract made by the Contractor with any other party in carrying out this contract, or any lower tier agreement, contract or subcontract thereunder.

(13) Reasonable amounts representing the Contractor's overhead costs as may be mutually agreed upon by the Contractor and the United States Deputy Advisor.

(14) Expenditures by the Contractor for reasonable entertainment expenses in accordance with policies approved by the United States Deputy Advisor.

(15) Expenditures reasonably necessary for filing patent applications and engaging patent attorneys.

(16) Any other proper costs incurred or expenditures made by the Contractor pursuant to any of the provisions of this contract, or directed or approved by the United States Deputy Advisor; except such costs as arise from contributions and donations, general research other than research called for under this contract, interest on borrowings and other financing charges, losses on other contracts, and loss or damage not covered by insurance in accordance with Paragraph 14 below.

B. The Contractor shall exercise due diligence to secure materials and services at the most advantageous prices available, having due regard for quality, but this provision shall not operate to prevent the placing of subcontracts in appropriate cases with non-Netherlands contractors.

C. Once each month (or at more frequent intervals, if approved by the United States Deputy Advisor) the Contractor may submit to the United States Deputy Advisor, in such form and reasonable detail as he may require, a voucher supported by a statement of cost incurred by the Contractor in the performance of this contract and claimed to constitute allowable cost. Each statement of cost shall be certified by an officer or other responsible official of the Contractor authorized by it to certify such statements, and, where appropriate, by an authorized official of the Netherlands Government.

To the extent such vouchers represent items of allowable cost, the United States Deputy Advisor shall promptly certify them for payment to the Contracting Officer executing this contract on behalf of the United States Government.

D. As promptly as may be practicable after receipt of each voucher by the said Contracting Officer, the United States Government shall make payment thereon. However, the United States Government shall not be obligated to pay to the Contractor for reimbursement of expenditures any amount in excess of the estimated cost of this contract, and the Contractor shall not be required to make expenditures or to incur costs in amounts in excess of such sum. Reimbursement may be made in the currency in which the expenditure was made.

E. At any time or times prior to final payment under this contract the United States Deputy Advisor may cause to be made such audit of the vouchers and statements of cost as shall be deemed necessary. Each payment theretofore made shall be subject to reduction to the extent of amounts found by the United States Deputy Advisor not to constitute allowable cost, and shall also be subject to reduction for overpayments or to increase for underpayments on preceding vouchers.

F. The Contractor shall execute and deliver at the time of and as a condition precedent to final payment under this contract, a release discharging the United States Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, except for specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor.

G. The Contractor agrees that any refunds, rebates, or credits (including any interest thereon) accruing to or received by the Contractor which arise out of the performance of this contract and on account of which the Contractor has received reimbursement shall be paid by the Contractor to the United States Government. The Contractor shall execute and deliver at the time of and as a condition precedent to final payment under this contract, an

assignment to the United States Government of refunds, rebates, or credits (including any interest thereon) arising out of the performance of this contract, in form and substance satisfactory to the United States Deputy Advisor. Reasonable expenses incurred by the Contractor for the purpose of securing any such refunds, rebates, or credits shall constitute allowable cost when approved by the United States Deputy Advisor.

4. ESTIMATED COST AND AMOUNT ALLOTTED FOR THIS CONTRACT: CHANGES

A. The estimated cost of this contract is \$2,500,000. No fee or profit is contemplated in this contract.

B. Upon request by SHAPE, changes may be made at any time by written order within the general scope of the contract in the work to be performed hereunder or in the equipment and facilities to be acquired, developed, or constructed in connection therewith, and if any such change causes an increase or decrease in the estimated cost or time of performance of this contract, this contract shall be modified accordingly.

5. INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT -

In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.

6. INSPECTION - All of the work called for under this contract shall be subject to inspection at reasonable times by the United States Advisor, his authorized representatives and authorized representatives of SHAPE.

7. ASSIGNMENT OF CONTRACT OR CLAIMS - The Contractor shall not assign this contract or any interest therein or any claim hereunder.

8. RECORDS - The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called "records") to the extent necessary to properly reflect all net costs for which reimbursement is claimed under the provisions of this contract.

9. SUBCONTRACTS - The United States Deputy Advisor shall approve all subcontracts which (1) involve research and development work, (2) which are on a cost or cost-plus-a-fixed-fee basis, or (3) which exceed in dollar amounts \$25,000, before they are placed by the Contractor. No subcontract shall be placed which provides for payment on a cost-plus-a-percentage of cost basis or which contemplates the carrying out of classified work in a non-NATO country.

10. EXCUSABLE DELAYS - The Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor, including acts of God or of the public enemy; fires, floods, epidemics; quarantine restrictions; strikes; freight embargoes; unusually severe weather; and failure of subcontractors to perform or make progress due to such causes.

11. DISPUTES - Any dispute arising under this contract shall so far as possible be disposed of by agreement between the Contractor and the United States Deputy Advisor. Any dispute not settled by agreement, shall be decided by the United States Deputy Advisor who shall reduce his decision to writing and furnish a copy thereof to the Contractor. The decision of the United States Deputy Advisor shall be final as to questions of fact unless, within thirty (30) days from receipt of the decision, the Contractor appeals by furnishing to the United States Deputy Advisor a written appeal addressed to the Secretary of Defense of the United States of America. The decision of the Secretary of Defense, or his duly authorized representative, shall be final as to question of fact, unless determined by a court of competent jurisdiction to have been fraudulent, arbitrary, capricious, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract.

12. UNITED STATES OFFICIALS NOT TO BENEFIT - No member of or delegate to the Congress of the United States of America, or resident commissioner of the United States of America shall be admitted to any share or part of this contract or to any benefit that might arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

13. PROPERTY -

A. Title to any movable property furnished by the United States Government to or for the Center, or acquired for the Center pursuant to this contract shall vest in SHAPE.

B. All such property covered by subparagraph A above shall remain in the possession of the Contractor during the life of this contract and of any successor contract in which SHAPE or any other subsidiary body of NATO is substituted for the United States Government, and shall be available only for the purposes of this contract or such successor contract; provided that any property which SHAPE considers is no longer required for the purposes of the Center may be disposed of as SHAPE may direct in the case of movable property and the proceeds from the sale of any such property shall inure to the benefit of the Center.

C. The Contractor shall take adequate steps, in accordance with sound business practices, to protect and maintain properly all property in the possession of the Center so that the same shall be available for the work to be performed under this contract, and shall keep adequate property control records. The United States Deputy Advisor and his authorized representatives shall have access at all reasonable times to all property in the possession of the Center and to all property control records.

D. The Contractor shall not be liable for any loss of or damage to any property furnished by the United States Government to or for the Center or acquired for the Center pursuant to this contract, except for loss or damage:

- (1) which results from a risk expressly required to be insured

under this contract pursuant to the direction of the United States Deputy Advisor or his representatives or otherwise, but only to the extent of the insurance required to be maintained; or

(2) which results from a risk in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement.

E. Upon the happening of loss or damage to such property, the Contractor shall promptly notify the United States Deputy Advisor thereof and shall give him a statement of the property involved, the damage thereto, origin of the damage, and any insurance covering the property, and shall take all steps necessary to protect the property from further damage. In the event the Contractor is indemnified by insurance or otherwise for the damage to or loss of such property, it shall use the proceeds in such manner as the United States Deputy Advisor may direct.

F. Upon the expiration or termination of this contract, the Contractor shall take such action with regard to any movable property of the Center remaining in the Contractor's hands as SHAPE may direct and with regard to any immovable property shall take such action as the Netherlands Government may direct.

14. INSURANCE - The Contractor shall procure and maintain such insurance related to the performance of this contract as may be mutually agreed between the Contractor and the United States Deputy Advisor is reasonable and necessary. The Contractor shall save the United States harmless from any loss or damage which is not covered by insurance in accordance with the foregoing.

15. SECURITY

A. The Contractor shall comply with the security measures established and maintained at the Center by the Netherlands Government.

B. The Contractor agrees to insert in all subcontracts hereunder which involve access to classified information provisions specified by the

Netherlands Government which will insure that the facilities of the subcontractor are afforded adequate protection, that all employees of the subcontractor who have access to classified information receive prior security clearance in accordance with the requirements of the NATO security system, and that no classified information relating to the work under the subcontract will be disclosed except in accordance with NATO Security Regulations. No access to classified information shall be made available to any subcontractor outside the Netherlands until SHAPE is satisfied that adequate security arrangements are in effect for the facilities and personnel of the subcontractor.

C. All classified information received by the Center or developed through or in connection with the work to be performed under this contract shall be disseminated by the Contractor only through the channels authorized by SHAPE.

16. PATENT RIGHTS UNDER CONTRACTOR'S INVENTIONS

A. Definitions. As used in this paragraph, the terms (1) "NATO Government" includes the Government of any nation which is now or hereafter becomes a member of NATO; (2) "Employee" includes a consultant or any other person who furnishes services in the performance of this contract with the consent of Contractor whether or not paid directly by Contractor; (3) "Governmental Purposes" means all manufacture, use and disposal by or for any NATO Government that is necessary or important to the mutual defense of NATO nations; and (4) "Subject Inventions" means all patentable inventions conceived by Contractor's Employees in the performance of the work under this contract, and all patentable inventions owned or controlled by the Contractor which are (a) made, first actually reduced to practice, improved, or further developed as a part of the work under this contract and which have not been covered by a patent application in some country prior to the date of this contract; and (b) conceived by Subcontractors or persons employed by them in the performance of work done under this contract.

B. Employee Agreements. Except as otherwise authorized by the United States Advisor, the Contractor shall not engage or assign any Employee or accept the services of any Employee for, or to work upon this contract except

upon the conditions that such Employee (1) agree to assign to the Contractor all inventions, whether or not patentable, he conceives in the performance of work under this contract and all inventions as to which he has the right and power of disposition which are made, first actually reduced to practice, improved or further developed during performance of work under this contract, and which are not covered by a patent application in any country prior to the date of this contract, (2) agree to subscribe all necessary papers including lawful oaths required for the filing and prosecution of applications for patent throughout the world covering the inventions he assigns to the Contractor under provision (1) above; and (3) agree to grant to the Contractor and, upon the request of SHAPE, to NATO Governments on a reasonable and equal basis, an irrevocable, nonexclusive license for Government Purposes under any patents which (1) cover inventions other than Subject Inventions owned or controlled by such Employee at the time of his employment, and (2) which will be necessary to utilize the products or processes developed under this contract. Such license shall be limited to the right to utilize the products or processes developed under this contract.

C. Netherlands Patent Applications. Except as otherwise authorized by the United States Advisor, the Contractor shall file or cause to be filed timely applications for patents in the Netherlands covering all Subject Inventions.

D. Patent Assignments to NATO Governments. Contractor shall provide copies of all Netherlands patent applications covering Subject Inventions to SHAPE for distribution to NATO Governments which are designated by SHAPE and which agree to safeguard the security of information in accordance with NATO Security Regulations, and upon request of any such Government Contractor shall assign without charge the rights under such patent application within the territorial limits of that Government to such Government, provided that such NATO Government shall have agreed to grant an irrevocable, nonexclusive, royalty-free license within its territorial limits for Governmental Purposes to each other NATO Government under the application and any patent eventuating from such patent application.

E. Contractor's Patent Rights. The Contractor shall have the right to file or cause to be filed patent applications covering Subject Inventions (1) in any country other than NATO countries, but only with the consent of the United States Advisor; and (2) in any NATO country in which the Government of such Country shall not have requested an assignment of the patent rights to it as provided in paragraph D above within six months from the date that a copy of the Netherlands application shall have been furnished to such NATO Government. The Contractor agrees to grant to NATO Governments designated by SHAPE irrevocable, nonexclusive, royalty-free licenses for Governmental Purposes under any patent application and any patent eventuating from such patent application which the Contractor shall obtain under the provisions of this subparagraph.

F. Contractor's Patent Returns. Any financial returns derived by Contractor from commercial exploitation of Subject Inventions shall insure to the benefit of the Center during the existence of the Center.

G. License under Contractor's Background Patents. Subject to any other arrangements which may be entered into between the Government of the Netherlands and the Governments of any other NATO countries, the contractor agrees to grant to each NATO Government on a reasonable and equal basis, upon request of SHAPE, an irrevocable, nonexclusive license for Governmental Purposes under any patents which (1) cover inventions other than Subject Inventions owned or controlled by the Contractor at the time of entering into this contract, and (2) will be necessary to utilize the products or processes developed under this contract. Such licenses under such patents shall be limited to the right to use the inventions when necessary to utilize the products or processes developed under this contract.

17. PATENT RIGHTS UNDER SUBCONTRACTOR'S INVENTIONS

A. Patent Rights Clause in Subcontracts. Unless otherwise approved by the United States Advisor, the Contractor shall not enter into any subcontract hereunder in which \$3,000 or more is to be paid for experimental, developmental or research work, which does not include the following contractual provision:

"PATENT RIGHTS

"(a) Definition of terms. This is a subcontract under Contract No. TN-01-MWP-AF-55 between the United States Government and (RVO - TNO) as Contractor. As used in this clause entitled 'PATENT RIGHTS', the terms (i) 'Subcontractor' means (name of subcontractor); elsewhere in this subcontract referred to as (vendor, etc.); (ii) 'United States Advisor' means the Advisor representing the United States Government in Contract No. TN-01-MNP-AF-55; (iii) 'NATO Government' includes the Government of any nation which is now or hereafter becomes a member of NATO; (iv) 'Subcontract Work Period' means the period of time beginning with date of this subcontract or the date of beginning work in contemplation that this subcontract would be awarded, whichever is earlier; (v) 'Governmental Purposes' means all manufacture, use and disposal by or for any NATO Government that is necessary or important to the mutual defense of NATO nations and (vi) 'Subcontractor's Subject Inventions' means all patentable inventions conceived by Subcontractor's employees during the Subcontract Work Period and in the performance of the work under this Subcontract, and all patentable inventions owned or controlled by Subcontractor which are made, first actually reduced to practice, improved, or further developed as a part of the work under this Subcontract and which have not been covered by a patent application in some country prior to the Subcontract Work Period.

"(b) Filing of Patent Applications. Subcontractor agrees not to file applications for patents covering Subcontractor's Subject Inventions in any country other than a NATO country designated by SHAPE except with approval of the United States Advisor.

"(c) Disclosure of Subcontractor's Subject Inventions. Subcontractor shall make written disclosure to RVO-TNO of each Subcontractor's Subject Invention which Subcontractor considers reasonably patentable in Subcontractor's country promptly after conception or first actual reduction to practice, whichever is applicable. At the time of making such disclosure or not later than six months thereafter, Subcontractor shall (i) inform RVO-TNO of all countries in which Subcontractor has filed or intends to file application for patent

covering Subcontractor's Subject Inventions; and (ii) furnish to RVO-TNO copies of such applications concurrently with their filing.

"(d) License under Subcontractor's Subject Inventions. Subcontractor agrees to grant to NATO Governments designated by SHAPE an irrevocable, non-exclusive and royalty-free license for Governmental Purposes throughout the World under Subcontractor's Subject Inventions. Subcontractor shall furnish to each such Government, upon request of SHAPE, a confirmatory document evidencing such license under any patent application and any patent eventually from such patent application which the Subcontractor shall obtain for any Subcontractor's Subject Invention.

"(e) Assignment of "Optional Rights" in Subcontractor's Subject Inventions. The rights for Subcontractor's Subject Inventions in any country in which the Subcontractor shall not have filed an application for patent within six months after making written disclosure to RVO-TNO as required in paragraph (c) above, or within six months after the first filing in any country of an application for such an Invention, whichever is earlier, are herein called "Optional Rights." Subcontractor shall assign to any NATO Government, upon request of SHAPE, the Optional Rights within such NATO country. Subcontractor shall assign to RVO - TNO, upon request of SHAPE, the Optional Rights in any country other than NATO countries, and in any NATO country which shall not have requested assignment to it of the Optional Rights after having had the right to so request for two months. Subcontractor agrees to furnish all necessary papers including lawful oaths required for the filing and prosecution of applications for patent under Optional Rights whenever Subcontractor shall have been requested to assign such Optional Rights as above provided.

"(f) License under Background Patents. Subcontractor agrees to grant to each NATO Government on a reasonable and equal basis, upon request of SHAPE, an irrevocable, nonexclusive license for Governmental Purposes under any patents which (1) cover inventions other than Subject Inventions owned or controlled by the Subcontractor at the time of entering into this contract, and (2) will be necessary to utilize the products or processes developed under this contract.

Such license under such patents shall be limited to the right to use the inventions when necessary to utilize the products or processes developed under this contract.

"(g) Lower-tier Subcontracts. Except as may otherwise be approved by the United States Advisor under Contract No. TN-01-MWP-AF-55 Subcontractor shall include this clause entitled "PATENT RIGHTS" (making appropriate changes in paragraph (a) hereof for name of Subcontractor and name of Vendor, etc.) in any subcontract placed by Subcontractor in which payment is to be made in amount of \$3,000 or more for experimental, developmental or research work."

B. Contractor's Duties under Subcontracts. Contractor shall provide promptly to SHAPE copies for distribution to NATO Governments which are designated by SHAPE and which agree to safeguard security of information in accordance with NATO Security Regulations of (1) disclosure to Contractor by subcontractors of Subcontractor's Subject Inventions; and (2) applications for patents furnished to Contractor by subcontractors.

18. COPYRIGHTS (CONTRACTOR)

A. Definitions. As used in this Paragraph, the terms (1) "Employee" includes a consultant or other person who furnishes services in the performance of this contract with the consent of Contractor whether or not paid directly by Contractor; (2) "NATO Government" includes the Government of any nation which is now or hereafter becomes a member of NATO; (3) "Governmental Purposes" means the making of copies or the exercise of any other copyright right by or for any NATO Government that is necessary or important to the mutual defense of NATO nations; and (4) "Subject Copyright" means the copyright in, and the right to establish copyright in, any copyrightable material first produced or composed in the performance of work under this contract by Contractor's Employees.

B. Employee Agreement. Except as otherwise authorized by the United States Advisor, the Contractor shall not permit any Employee to work on this contract except upon the condition that such Employee (1) agree to assign

to the Contractor all Subject Copyrights of which he is the author or originator, and (2) grant to the Contractor and to NATO Governments designated by SHAPE an irrevocable, non-exclusive, royalty-free license for Governmental Purposes under any copyright which he owns or controls and which he includes or causes to be included in any material produced or composed in the performance of this contract.

C. Establishing Copyright. The Contractor shall establish copyright in the Netherlands as to such copyrightable material as the United States Advisor shall direct. The Contractor may at its own expense establish copyright with the consent of the United States Advisor as to such other copyrightable material as it desires, provided that to do so does not violate NATO Security Regulations, and the Contractor may at its own expense, and to the extent required by the laws of the country concerned, apply for registration of copyright in any country for such material, with the consent of the United States Advisor, provided that to do so does not violate NATO Security Regulations.

D. Copyright Assignments to NATO Governments. The Contractor shall assign without charge to NATO Governments which are designated by SHAPE and which agree to safeguard the security of information in accordance with NATO Security Regulations, upon request of such Government, the copyright right within the territorial limits of the country of that Government, for any Subject Copyright, provided that such NATO Government shall have agreed to grant an irrevocable, nonexclusive, royalty-free license within its territorial limits for Governmental Purposes to each other NATO Government under Subject Copyright.

E. License under Contractor's Copyright Rights. Contractor agrees to grant to NATO Governments designated by SHAPE an irrevocable, nonexclusive, royalty-free license for Governmental Purposes under any copyright in Subject Copyrights which the Contractor shall establish in any country.

F. Contractor's Copyright Returns. Any financial returns derived by Contractor from commercial exploitation of Subject Copyrights shall inure

to the benefit of the Center.

19. COPYRIGHTS (SUBCONTRACTORS)

Copyright Clause in Subcontracts. Unless approved by the United States Advisor, the Contractor shall not enter into any subcontract hereunder in which technical data or copyrightable material is to be produced or composed or furnished to the Contractor which does not include the following contractual provision:

"COPYRIGHTS

"(a) Definition of Terms. This is a subcontract under Contract No. TN-01-MWP-AF-55 between the United States Government and (RVO -TNO) as Contractor. As used in this clause entitled '(COPYRIGHTS', the terms (i) Subcontractor means (name of subcontractor), elsewhere in this subcontract referred to as (vendor, etc.); (ii) 'United States Advisor' means the Advisor representing the United States Government in Contract No. TN-01-MWP-AF-55; (iii) 'NATO Government' includes the Government of any nation which is now or hereafter becomes a member of NATO; (iv) 'Governmental Purposes' means the making of copies or the exercise of any other copyright right by or for any NATO Government that is necessary or important to the mutual defense of NATO nations; and (v) 'Subcontractor's Subject Copyrights' means the copyright in, and the right to establish copyright in, any copyrightable materials first produced or composed in the performance of work under this subcontract by Subcontractor or its employees.

"(b) Establishing Copyright. Subcontractor agrees not to establish copyright nor to apply for registration for copyright under Subcontractor's Subject Copyrights in any country other than a NATO country designated by SHAPE, except with the approval of the United States Advisor.

"(c) License by Subcontractor. Subcontractor agrees to grant and does hereby grant to Contractor and to NATO Governments designated by SHAPE an irrevocable, nonexclusive, royalty-free license for

Government Purposes under (i) Subcontractor's Subject Copyrights which the Subcontractor shall establish in any country, and (ii) any other copyright owned or controlled by the Subcontractor covering material which Subcontractor furnishes under this subcontract for use in the performance of Contract No. TN-01-MWP-AF-55.

"(d) Lower-tier Subcontracts. Except as may otherwise be approved by the United States Advisor under Contract No. TN-01-MWP-AF-55, Subcontractor shall include this clause entitled 'COPYRIGHTS' (making appropriate changes in paragraph (a) herof for name of Subcontractor and name of Vendor, etc.) in any subcontract placed by Subcontractor in which technical data or copyrightable material is to be produced or composed or furnished to the Subcontractor."

20. TECHNICAL DATA, INFORMATION AND COPYRIGHTABLE MATERIAL

A. Ownership and Free Use.

Except for patent rights and the right to copyright which are to be disposed in accordance with Paragraphs 16, 17, 18 and 19 of this contract, all technical data, information and copyrightable material which are first produced in the performance of this contract whether by subcontractors, employees, or persons assigned with the consent of the Contractor to work in the performance of this contract, shall become the property of the Contractor, provided that, except for security restrictions or regulations, Contractor shall not impose any restriction on the free use of such technical data, information or copyrightable material by any employee, subcontractor, or NATO Government. However, such technical data, information or copyrightable material shall be disseminated only in accordance with the directions of SHAPE.

B. Copies of Significant Reports

The Contractor shall furnish copies of all significant reports involving technical data, information, and copyrightable material only to SHAPE and the United States Advisor, or in accordance with the directions of SHAPE.

21. TERMINATION

A. This contract or the performance of any work hereunder may be

terminated by the United States Government whenever the Contracting Officer for any reason determines that such termination is in the best interests of the United States Government. Termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the contract is terminated and the date upon which such termination becomes effective.

B. Upon receipt by the Contractor of a Notice of Termination by the United States Government, the Contractor shall:

- (1) Cancel outstanding subcontracts and other commitments under the contract or the part thereof terminated and with the approval of the United States Deputy Advisor settle all outstanding liabilities and claims arising out of such cancellations;
- (2) Assume no further commitments under the contract or the part thereof terminated;
- (3) Assign to the United States Government or SHAPE in accordance with directions of the United States Deputy Advisor any outstanding right, title and interest of the Contractor under the subcontracts or commitments cancelled;
- (4) Complete performance of such work under the contract as shall not have been terminated;
- (5) Take such action with regard to all movable property in the possession of the Contractor of every type or description, including any completed or partly completed reports, plans, drawings, information or other property produced, developed or acquired under the contract as SHAPE may direct. As soon as possible thereafter, the Contractor shall submit its termination claim to the United States Deputy Advisor and such termination claim, to the extent deemed allowable by the United States Deputy Advisor, shall be paid as soon as practicable thereafter. The Contractor may include in such termination claim and is entitled to be paid any costs, as defined in Paragraph 3 A, of performing the contract to the date of termination not

previously reimbursed to it; the cost of settling liabilities and claims arising out of the cancellation of subcontracts and other commitments pursuant to the Notice of Termination; and the reasonable costs of preparing the termination claim and supporting data, including accounting, legal, clerical and other expenses. However, the total amount to be paid by the United States Government hereunder shall not exceed the estimated total cost of this contract, less amounts previously reimbursed to the Contractor.

22. TRANSFER OF RIGHTS AND RESPONSIBILITIES OF UNITED STATES GOVERNMENT
The Contractor agrees that at any time during the period of this contract, after reasonable notice to and consultation with the Contractor, the United States Government may transfer and assign all its rights, title and interest under this contract to SHAPE and that SHAPE may be substituted for the United States Government in this contract and may assume its responsibilities and liabilities hereunder. The Contractor further agrees to amend this contract in appropriate respects so as to give effect to the foregoing arrangement or alternatively to enter into a new contract with SHAPE which will accord SHAPE the same arrangements, rights and interest granted to the United States Government under this contract. It is agreed that all the provisions of this paragraph which apply to SHAPE shall be equally applicable to any other subsidiary body of NATO which may be substituted as successor to the United States.

23. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the United States Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

24. EXAMINATION OF RECORDS

A. The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this contract.

B. Except as otherwise authorized by the United States Deputy Advisor, the Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract with the United States Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the Subcontractor. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding \$1,000 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

FOR THE "RIJKSVERDEDIGINGS ORGANISATIE
TNO" (RVO - TNO) (NATIONAL DEFENSE
RESEARCH COUNCIL TNO)

FOR THE GOVERNMENT OF THE UNITED
STATES OF AMERICA

G. J. SIZOO
PROFESSOR G. J. SIZOO
President, RVO - TNO

WARD H. MARIS

WARD H. MARIS, Maj.Gen., USA (Ret.)
Director, Mutual Weapons Development
Program (Contracting Officer)

P. F. TANJA
Mr. P. F. TANJA
Secretary, RVO - TNO

APPROVED:

C. STAF
MINISTER OF WAR

*The Netherlands Minister for Foreign Affairs to the
American Ambassador*

MIN. VAN BUITENLANDSE ZAKEN

No:8677

The Hague, January 15, 1955

Dear Mr Ambassador:

With reference to the letters exchanged between you and my Ministry, and to the letter of the Minister of Defense to General Gruenther concerning the establishment and operation, in the Netherlands, of a SHAPE Air Defense Technical Center,¹ I am pleased to let you know that foreign personnel of the Center who will temporarily reside in the Netherlands by reasons solely of their employment by the Center, in addition to the exemption of taxes on their salaries and emoluments as stated in the letter of the Minister of Defense to General Gruenther under (6), will for the purpose of the levying of taxes on income and property, be considered as non-residents.

It should be understood that with regard to this arrangement, a period of residence of 5 years after first arrival for employment at the Center will be considered as a temporary residence.

This arrangement will be subject to revision at the time of the transfer of the Center to SHAPE or to some designated subsidiary body of the North Atlantic Council.

THE MINISTER FOR FOREIGN AFFAIRS,



To H.E. H. Freeman Matthews,
United States Ambassador,
Benoordenhoutseweg 7,
THE HAGUE.

¹ Not printed.

BRAZIL

Health and Sanitation: Cooperative Program

Agreement extending the agreements of March 14, 1942, and December 27, 1950, as amended and extended. TIAS 3237
Jan. 7 and Feb.
8, 1955

Effectuated by exchange of notes

Signed at Rio de Janeiro January 7 and February 8, 1955;

Entered into force February 8, 1955.

*The Brazilian Minister for Foreign Affairs to the American
Ambassador*

MINISTERIO DAS RELAÇÕES EXTERIORES,
RIO DE JANEIRO.

Em 7 de janeiro de 1955.

DAI/4/512.(22)

SENHOR EMBAIXADOR,

Com referência à nota verbal nº 116, de 3 de novembro de 1954, tenho a honra de levar ao conhecimento de Vossa Excelência que o Governo dos Estados Unidos do Brasil expressa a sua concordância sobre os seguintes pontos, no sentido de ampliar-se o programa de cooperação em matéria de saúde, existente entre o Brasil e os Estados Unidos da América:

1. Ficam prorrogados até 30 de junho de 1960 o acôrdo para a realização do referido programa entre o Governo da República dos Estados Unidos do Brasil e o Governo dos Estados Unidos da América, efetuado por troca de notas assinadas no Rio de Janeiro, em 27 de dezembro de 1950, e o acôrdo de 14 de março de 1942 entre o Governo do Brasil, representado pelo Ministério da Saúde, e o "Institute of Inter-American Affairs," órgão corporativo do Governo dos Estados Unidos da América, ambos na forma pela qual foram subseqüentemente modificados e ampliados.
2. Fica estabelecido que qualquer das partes poderá terminar os mencionados acordos antes do prazo fixado, mediante aviso prévio, por escrito, de 60 dias.
3. As duas partes podem fazer contribuições financeiras para o Serviço Especial de Saúde Pública para fins do programa de cooperação em matéria de saúde, resultante dos ajustes concluídos pelo Ministro da Saúde do Brasil, ou seu representante, e o

funcionário autorizado pela entidade designada pelo Governo dos Estados Unidos da América a fim de executar as obrigações daquele Governo em relação ao programa de cooperação técnica da saúde no Brasil, ou por outros representantes autorizados dos dois Governos.

4. Este Acôrdo Suplementar entrará em vigor a partir da data em que fôr recebida a resposta de Vossa Excelênciâ à presente nota.

5. Esta nota e a do mesmo teor que Vossa Excelênciâ se dignar dirigir-me serão consideradas como instrumento do entendimento ajustado entre os nossos dois Governos sôbre a matéria.

Aproveito a oportunidade para renovar a Vossa Excelênciâ os protestos da minha mais alta consideração,

RAUL FERNANDES

A Sua Excelênciâ o Senhor JAMES SCOTT KEMPER,
Embaixador dos Estados Unidos da América.

Translation

MINISTRY OF FOREIGN AFFAIRS,
RIO DE JANEIRO.

DAI/4/512.(22)

January 7, 1955.

MR. AMBASSADOR,

With reference to note verbale No. 116, dated November 3, 1954, [¹] I have the honor to inform Your Excellency that the Government of the United States of Brazil agrees to the following points with a view to an extension of the cooperative health program in force between Brazil and the United States of America:

1. The agreement for carrying out the above-mentioned program between the Government of the Republic of the United States of Brazil and the Government of the United States of America, effected by an exchange of notes signed at Rio de Janeiro on December 27, 1950, and the agreement of March 14, 1942, between the Government of Brazil, represented by the Ministry of Health, and the Institute of Inter-American Affairs, a corporate agency of the Government of the United States of America, both as subsequently amended and extended, are hereby extended to June 30, 1960.

TIAS 2247.
2 UST 938.
EAS 372.
57 Stat. 1322.

¹ Not printed.

2. It is established that either of the parties may terminate the above-mentioned agreements before the date fixed, by written notice 60 days in advance.

3. The two parties may make financial contributions to the Serviço Especial de Saúde Pública for purposes of the cooperative health program pursuant to arrangements entered into by the Minister of Health of Brazil, or his representative, and the official authorized by the agency designated by the Government of the United States of America to carry out the obligations of that Government with respect to the technical cooperation health program in Brazil, or by other authorized representatives of the two Governments.

4. This supplementary agreement shall enter into force from the date on which Your Excellency's reply to this note is received.

5. This note and the note of the same tenor which Your Excellency will be good enough to transmit to me shall be considered as constituting the agreement concluded between our two Governments on the matter.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

RAUL FERNANDES

His Excellency

JAMES SCOTT KEMPER,
Ambassador of the United States of America.

*The American Chargé d'Affaires ad interim to the Brazilian Minister
for Foreign Affairs*

No. 212

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note DAI-4-512.(22) dated January 7, 1955, which refers to the extension of the cooperative program between the Government of the United States of America and the Government of the United States of Brazil which came into effect through an exchange of notes signed at Rio de Janeiro December 27, 1950, as mentioned in this Embassy's note 116 of November 3, 1954.

Your Excellency's note of January 7 states that the Brazilian Government agrees to the following points with regard to this extension of the program under reference:

1. The agreement for a cooperative health program between the Government of the United States of America and the Govern-

ment of the United States of Brazil effected by the exchange of notes signed at Rio de Janeiro, December 27, 1950, and the agreement of March 14, 1942 between the Institute of Inter-American Affairs, a corporate agency of the Government of the United States of America, and the Government of Brazil, acting through its Ministry of Health, as both have subsequently been modified and extended, are both hereby extended through June 30, 1960.

2. Either of the agreements may be terminated earlier by either party giving the other 60 days written notice of intention to terminate.

3. The two parties may make financial contributions to the Serviço Especial de Saúde Pública for purposes of the cooperative health program pursuant to arrangements entered into by the Minister of Health of Brazil, or his designee, and such official as may be authorized for that purpose by the agency designated by the Government of the United States of America to carry out the responsibilities of that Government with respect to the technical cooperation program in health in Brazil, or by other authorized representatives of the two Governments.

In reply, I am pleased to inform Your Excellency that the Government of the United States of America accepts the suggestion set forth in your note that this reply shall be regarded as constituting an Agreement between our two Governments which shall come into force on the date of this note.

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

WILLIAM C. TRIMBLE
Chargé d'Affaires, a. i.

February 8, 1955

His Excellency

RAUL FERNANDES

Minister for Foreign Affairs

MEXICO

Technical Cooperation: Industrial Productivity

*Agreement effected by exchange of notes
Dated at México, D. F., March 9, 1955;
Entered into force March 9, 1955.*

TIAS 3238
Mar. 9, 1955

*The American Ambassador to the Mexican Secretary for
Foreign Relations*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 450

México, D. F., March 9, 1955

EXCELLENCY:

I have the honor to refer to the General Agreement
for Technical Cooperation between the Government of the
United States of America and the Government of Mexico,
effected by an exchange of notes signed at Mexico City
on June 27, 1951, as subsequently modified and supple-
mented, and to the request of your Government, dated

TIAS 2273.
2 UST 1243.
TIAS 2646, 3006.
3 UST, pt. 4, p. 4781;
5 UST, pt. 2, p. 1373.

[4]
June 23, 1954,¹ for the initiation and carrying out of
a cooperative program with the Confederation of Industrial
Chambers of the United Mexican States, a private manu-
facturer's association in Mexico, directed toward
promoting industrial productivity in Mexico.

I am pleased to inform Your Excellency that my
Government is prepared to cooperate in carrying out the
proposed program, convinced that it will further the
general welfare of the peoples of our respective
countries, will promote an expanding economy in Mexico

¹Not printed.

with a rising standard of living through the interchange of technical and scientific knowledge between our countries, and will further strengthen the bonds of friendship and understanding between them. Accordingly, I am authorized by my Government to propose that our two Governments agree upon the following terms and conditions for carrying out the proposed productivity program.

1. Cooperating Agencies

Pursuant to the General Agreement for Technical Cooperation between our two Governments, as modified and supplemented, a cooperative productivity program shall be initiated in Mexico.

A. The Government of Mexico will carry out, or will arrange to have carried out through the Confederation of Industrial Chambers of the United Mexican States (hereinafter referred to as the "Confederation") or other public or private agencies of Mexico, any obligations and responsibilities assumed by or assigned to the Government of Mexico or the Confederation pursuant

to this agreement. In carrying out obligations designated for it pursuant to this agreement, the Confederation may obtain the cooperation and assistance of other public and private agencies of Mexico, and may establish agencies and advisory councils to furnish advice and assistance.

B. The obligations assumed by the Government of the United States of America under this agreement will be performed by it through such agency as that Government may designate (hereinafter referred to as the "designated United States agency"). The designated United States agency may obtain the assistance of other public and private agencies in the discharge of those obligations.

2. Objectives

The objectives of this cooperative program of productivity are:

A. To facilitate, through cooperative action on the part of the two Governments, the strengthening of the basic economic structure of Mexico, expanding the Mexican economy, and raising to higher levels the standard of living of the Mexican people.

B. To increase in Mexico the levels of productivity and production through insuring the most efficient utilization of the real resources and facilities extant in Mexico by the application to Mexican industry of improved management and production policies, practices, and techniques supported by a constant effort to apply to Mexican industry, labor, and commerce, those technical and scientific practices and principles most suitable to achieve these ends.

C. To stimulate and increase the interchange between the two countries of knowledge, skills, and techniques to bring about an increase in industrial productivity so that the benefits of such increased productivity may contribute to higher standards of living through expanded production and a more widespread consumption of goods, made possible by reduced costs, improved earnings on the part both of ownership and workers, and lower prices.

D. To promote and strengthen the understanding and good will between the peoples of Mexico and the

United States, and to foster the growth of democratic ways of life.

3. Project Activities

A. The Confederation will, during the term of this agreement, establish and operate a Productivity Center in Mexico and will carry out other activities in Mexico directed at disseminating information on, and demonstrating, improved management policies, production practices, and labor utilization techniques, and at improving industrial productivity in Mexico by other similar means.

B1 The Government of the United States of America will furnish technical consultation and assistance to the Confederation in carrying out all or part of the activities described in paragraph A above. Such consultation and assistance shall be furnished in accordance with the established procedures of the Government of the United States of America and may include:

(1) Assigning technical specialists in Mexico to provide consultation on methods for improving management and production practices and

similar matters related to the improvement of industrial production, and to advise and assist in planning and conducting seminars and round-table conferences devoted to problems of management and productivity to be attended by officials of private business and by labor leaders in Mexico;

(2) Making available motion picture films and similar demonstrational and informational materials for use in connection with demonstrations, training and conferences conducted pursuant to this agreement, and advising in the use of such materials;

(3) Furnishing technical information and data on matters relating to industrial productivity in Mexico;

(4) Assisting in providing related training and observation visits in the United States and elsewhere for qualified persons from Mexico.

C. Technical consultation and assistance pursuant to paragraphs B (1), (2) and (3) of this Article shall be furnished pursuant to written project agreements

executed by the President of the Confederation or such other persons the Government of Mexico may designate, and the head of the Mission referred to in paragraph B (2) of Article 4 or such other officials as the Government of the United States may designate, or their designees. It is understood, however, that no obligations shall be assumed by the Confederation or the Special Account under a project agreement unless the project agreement has been signed by the President of the Confederation or his designee. Each such project shall specify the work to be undertaken, the objectives, the sources of the funds, property and services to be used to support the project, and such other matters as the parties may desire to include.

4. Technicians and Specialists

A. The Confederation, with the assistance of other Mexican organizations cooperating and participating in this program, will provide a group of competent Mexican technicians to perform the technical and administrative work of carrying out the activities

described in paragraph A of Article 3. The Confederation may, after consulting with the head of the Mission described in paragraph B (2) of this Article or such other official as the Government of the United States of America may designate, at its discretion withdraw, or temporarily reassign to other duties, any technician assigned to this cooperative program by the Confederation. The Confederation will determine the number of technicians to be made available by it under this program.

B. (1) The Government of the United States of America will provide technicians and specialists pursuant to written project agreements executed pursuant to paragraph C of Article 3 above. Such technicians normally will be provided under a contract subject, where United States financing is involved, to the prior approval of the designated United States agency, entered into directly by the Government of Mexico, the Confederation, or such other legal entity as the Government of Mexico may designate. However, in some cases it may be desirable for reasons of administration and expediency to attach

temporarily such technicians or specialists to the United States mission described in paragraph B (2) below. The project agreement, and the contract where the technicians are provided under a contract, in each case will specify the length of time that such technician or specialist will be available to work on the cooperative program, the basis on which costs will be shared, the obligation of the technician or specialist to the Government of Mexico, the Confederation, and the United States mission respectively, and any other matters relating to the effective carrying out of the project. Technicians and specialists assigned to work in Mexico under any project agreement shall be subject to acceptance by the Government of Mexico or its designee, and, where technicians are provided pursuant to a contract, by the contracting Mexican agency.

(2) The Government of the United States of America will make available to Mexico, in addition to the technicians and specialists referred to in paragraph B

(1) of this Article, a small staff, which may include technicians and experts, competent to provide operational support and guidance to this program. Persons on this staff shall be members of such mission (hereinafter referred to as the "Mission") as may be constituted by the Government of the United States of America to include its personnel in Mexico engaged in carrying out work under this agreement and other program and project agreements, and shall be under the direction of the head of the Mission or such other official as the Government of the United States of America may designate.

5. The Special Account

A. The Confederation shall establish, in such bank or banks as may be determined by the President of the Confederation (hereinafter referred to as the "President") with the approval of the head of the Mission or such other official as may be designated by the Government of the United States (hereinafter referred to as the "head of the Mission"), a Special Industrial Productivity Program Account (hereinafter

referred to as the "Special Account").

B. Funds in the Special Account shall be available for use only for purposes of this agreement, and may be used for the procurement of technical supplies, materials and equipment, for financing the procurement of technical and other services by employment or by contract, and for other needs of the program except for office space, furnishings and equipment.

C. Funds in the Special Account may be used only pursuant to project agreements executed in accordance with paragraph C of Article 3.

D. The general policies and procedures to govern the administration of the Special Account, such as the disbursement and accounting for funds and the incurrence of obligations, shall be determined by the President with the approval of the head of the Mission.

E. No funds shall be withdrawn from the Special Account for any purpose except by issuance of a check or other suitable withdrawal document signed by the President or his duly authorized representative with

prior written concurrence of the head of the Mission or his designee. The President shall include in the deposit agreement to be made with any bank a provision that the bank shall be obligated to repay to the Special Account any funds which it shall permit to be withdrawn from the Special Account other than on the basis of a suitable withdrawal document signed by the President or his duly authorized representative.

The Confederation shall reimburse the Special Account for any funds which may be withdrawn without the prior written concurrence of the head of the Mission or his designee.

F. All contracts and other instruments resulting in the obligation or expenditure of funds of the Special Account shall be executed in the name of the Confederation and shall be signed by the President or his duly authorized representative with the prior written concurrence of the head of the Mission or his designee.

G. Title to equipment, material and supplies procured with funds from the Special Account shall,

unless otherwise specified in the applicable project

agreement, be in the Confederation.

H. All funds deposited to the credit of the Special Account shall, unless otherwise explicitly stated, remain available for use during the term of this agreement without regard to annual periods or fiscal years of either party.

I. Interest received on funds in the Special Account, and any other increment in the assets in the Special Account, of whatever nature or source, shall be devoted to the program provided for in this agreement and shall not be credited against any contributions due from either party.

J. Funds contributed to the Special Account by the Government of the United States shall be convertible into Mexican pesos at the highest rate which, at the time the conversion is made, is not unlawful in Mexico.

K. Any funds in the Special Account which remain unobligated and unexpended on the termination of this cooperative productivity agreement shall, except as may

be otherwise specified in agreements or as may subsequently be agreed by the head of the Mission and the President or their designees, be returned to the contributing parties in the proportion of their respective contributions.

L. Books and records relating to the Special Account shall be open for inspection by representatives of the Government of the United States, of the Government of Mexico, and of the Confederation.

6. Contributions

A. The designated United States agency will pay such expenses as it may incur in connection with the cooperative productivity program which are not provided for in project agreements, including the salaries, allowances and other costs of technical support personnel attached to the Mission in accordance with Article 4, paragraph B (2). Funds for the above purposes shall be expended by the designated United States agency and shall not be deposited in the Special Account. The designated United States agency

also will pay, or will reimburse the Mexican Government for, such costs of project activities as may be specified in applicable project agreements.

B. The Government of Mexico, through the Confederation or such other agency as it may designate, will pay or arrange to have paid the salaries and other expenses of technical and other personnel whom it assigns to work under this agreement, the costs of necessary office space and office equipment and furnishings in Mexico, and all other costs not otherwise specifically provided for herein or in project agreements which are necessary for carrying out the cooperative productivity program. The Government of Mexico, through the Confederation or such other agency as it may designate, will also pay such other costs of project activities as may be specified in project agreements.

C. Costs of furnishing demonstrational, informational and other materials pursuant to paragraph B of Article 3 may be paid by the Government of the United States of America, by the Confederation and agencies

cooperating with it, or from the Special Account, as shall be specified in the applicable project agreement.

D. In addition to the contributions specified in paragraph A above, the designated United States agency, for the period from the date of entry into force of this agreement through June 30, 1955, shall deposit to the credit of the Special Account the sum of \$50,000 (Fifty Thousand Dollars) in currency of the United States as follows: The stated sum shall be paid in full into the Special Account on a date to be agreed to jointly by the President and by the head of the Mission referred to in paragraph B (2) of Article 4.

E. In addition to the contributions specified in paragraph B above, the Confederation, for the period from the date of entry into force of this agreement through June 30, 1955, will deposit or arrange to have deposited to the credit of the Special Account the sum of \$625,000 pesos (Six Hundred and Twenty Five Thousand

Pesos) in currency of Mexico as follows: The stated sum shall be paid in full into the Special Account on a date to be agreed to jointly by the President and the head of the Mission referred to in paragraph B (2) of Article 4.

F. The Government of the United States of America and the Government of Mexico may agree to make, or to arrange to have made, contributions of funds to the Special Account. The President and the head of the Mission or his successor may agree upon financial contributions to be made to the Special Account by the Confederation and the designated United States agency, and upon contributions of property, services and facilities to be made for purposes of the cooperative productivity program by either of those two parties. By agreement between the President and the head of the Mission, special contributions of funds, property, services and facilities may be accepted for purposes of the program from any other organization of a public or private character, and arrangements may be made for the participation of any such organization in activities

conducted pursuant to this agreement.

G. With respect to mutual financial contributions by the two Governments, or by the Confederation and the designated United States agency, which are to be deposited to the credit of the Special Account, it is intended that such deposits will, ordinarily, be made by the respective parties in installments at the same times and in proportionally equivalent amounts. Each installment deposited to the credit of the Special Account by either of the respective parties shall, unless otherwise expressly agreed, be available for withdrawal or expenditure only after the corresponding agreed installment of the other party has been deposited. Funds deposited by any such party and not matched by the corresponding agreed deposit of the other party shall be returned to the contributing party prior to the distribution provided for in paragraph K of Article 5 of this agreement.

7. Rights and Exemptions

A. The Government of Mexico agrees that it will

continue granting the appropriate exemptions so that
the Government of the United States of America, any
of its governmental agencies or officials in Mexico
connected with the carrying out of the functions to
which the present agreement refers, when duly
accredited, shall not pay import duties or taxes on
merchandise, equipment, or material brought into
Mexico for the purposes of this agreement or upon
articles of personal use belonging to American of-
ficials who may come to this country in direct connec-
tion with the technical cooperation program, under the
principles and practices established by international
law, and treaties, conventions, and agreements between
Mexico and the United States of America.

B. With regard to private individuals of the
United States of America who do not have the status
as officials of the Government of the United States of
America but who perform services under contract with
the Government of the United States of America for
carrying out work or functions to which this agreement
refers, the Government of Mexico will take the necessary

steps under the pertinent provisions of law in order that said individuals shall not have to pay the above-mentioned taxes and duties. In all cases previous arrangements should be made with the customs authorities of the Ministry of the Treasury.

8. Completion Memorandum and Reports

Upon substantial completion of any project under this cooperative program, a Completion Memorandum shall be drawn up and signed by the President and the head of the Mission, or their designees, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data. In addition, the President and the head of the Mission, or their designees, shall render to the Secretary of Economy of the Mexican Government and to the designated United States agency, interim reports on activities under this agreement at such intervals as may be appropriate but not less frequently than once a year.

9. Duration and Termination

This agreement shall remain in force through June 30, 1960, or until ninety days after either Government shall have given written notice to the other of intention to terminate it, whichever is earlier. It is understood that the obligations of the two Governments hereunder after June 30, 1955 shall be subject to the availability to the two Governments of appropriated funds for that purpose.

The Government of the United States of America will consider the present note and your reply concerning therein as constituting an agreement between our two Governments on the terms and conditions enumerated above which shall enter into force on the date of your note in reply.

Accept, Excellency, the assurances of my highest and most distinguished consideration.

FRANCIS WHITE

His Excellency
Señor Don LUIS PADILLA NERVO
Secretary for Foreign Relations
México, D. F.

*The Mexican Secretary for Foreign Relations to the
American Ambassador*

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

503200

México, D. F., a 9 de marzo de 1955.

Señor Embajador:

Tengo la honra de acusar recibo de la atenta nota de Vuestra Excelencia número 450, fechada hoy, en la cual se refiere al Acuerdo General sobre Cooperación Técnica entre el Gobierno de México y el de los Estados Unidos de América, celebrado por medio de canje de notas firmadas en la ciudad de México el 27 de junio de 1951, modificado y adicionado posteriormente, así como a la nota de mi Gobierno número 505146, de fecha 23 de junio de 1954, con respecto a la realización de un Proyecto de Cooperación Técnica con la Confederación Mexicana de Cámaras Industriales -asociación privada mexicana- encaminado a fomentar la productividad industrial en este país.

Vuestra Excelencia en su nota número 450, me dice a ese respecto:

Al Excelentísimo Señor Francis White,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.

C i u d a d .

"Tengo la honra de hacer referencia al Acuerdo General sobre Cooperación Técnica entre el Gobierno de los Estados Unidos de América y el Gobierno de México, celebrado por medio de un canje de notas firmadas en la ciudad de México el 27 de junio de 1951, el cual fué modificado y adicionado posteriormente, así como a la solicitud de Vuestro Gobierno de fecha 23 de junio de 1954, para que se lleve a cabo un Proyecto de Cooperación Técnica con la Confederación Mexicana de Cámaras Industriales -asociación privada mexicana- encaminado a fomentar la productividad industrial en dicho país.

Me complazco en informar a Vuestra Excelencia que mi Gobierno está dispuesto a cooperar en el desarrollo del referido Proyecto, convencido de que contribuirá al bienestar general de los pueblos de nuestros respectivos países; estimulará el progreso económico de México elevando el nivel de vida a través del intercambio de conocimientos técnicos y científicos entre nuestras naciones, y estrechará aún más los lazos de amistad y comprensión entre ellas.

Por lo tanto estoy autorizado por mi Gobierno para proponer que nuestros dos Gobiernos convengan en los siguientes términos y condiciones para la realización del mencionado Proyecto de Productividad:

1. Agencias de Cooperación.

De conformidad con las disposiciones del Acuerdo General sobre Cooperación Técnica celebrado entre nuestros dos Gobiernos, modificado y adicionado posteriormente, se iniciará en México un Proyecto Cooperativo de Productividad.

A. El Gobierno de México asumirá, o tomará las medidas necesarias para que por intermedio de la Confederación Mexicana de Cámaras Industriales (a la que en lo sucesivo se denominará "la Confederación") u otras agencias públicas o privadas mexicanas, se cumplan todas las obligaciones y responsabilidades contraídas por o asignadas al Gobierno de México o a la Confederación, de conformidad con las disposiciones de este Acuerdo. Al desempeñar las obligaciones que le señala el mismo, la Confederación obtendrá la cooperación y ayuda de otras agencias públicas y privadas mexicanas, y podrá establecer agencias y entidades consultivas para proporcionar consultas y ayuda de carácter técnico.

B. Las obligaciones que en virtud de este Acuerdo contrae el Gobierno de los Estados Unidos de América, las desempeñará por conducto de la agencia que él mismo designe (a la que en lo sucesivo se denominará "la agencia designada por Es-

tados Unidos"). Esta agencia designada por Estados Unidos puede obtener la ayuda de otras agencias públicas y privadas para el cumplimiento de tales obligaciones.

2. Objeto del Proyecto.

El objeto de este Proyecto Cooperativo de Productividad es el de:

A. Facilitar, por medio de una acción cooperativa por parte de ambos Gobiernos, el fortalecimiento de la estructura económica básica de México ampliando la economía mexicana y elevando las normas de vida del pueblo mexicano a niveles más altos.

B. Elevar en México los niveles de productividad y producción asegurando el aprovechamiento más eficiente de los recursos y facilidades reales existentes en México, mediante la introducción en la industria mexicana de una mejor administración y de normas, prácticas y técnicas perfeccionadas en materia de productividad, reforzadas por un esfuerzo constante para aplicar a la industria, trabajo y comercio mexicanos, las prácticas y principios técnicos y científicos más adecuados a efecto de lograr dichos fines.

C. Estimular e incrementar el intercambio entre ambos países, de conocimientos, métodos de perfeccionamiento y técnicas con el objeto de obtener un aumento de la productividad industrial, en tal forma que las utilidades de ésta, contribuyan a niveles más altos de vida a través de un productividad más amplia y de un consumo más extenso de mercancías, mediante la reducción de costos, la obtención de ingresos más elevados tanto por parte del patrón como de los trabajadores, y precios reducidos.

D. Promover y robustecer el entendimiento y buena voluntad entre los pueblos de México y Estados Unidos de América , y fomentar el desarrollo de la vida democrática.

3. Actividades del Proyecto.

A. La Confederación durante la vigencia del Acuerdo, establecerá y operará un Centro de Productividad en México, y desarrollará otras actividades en el país con la mira de demostrar normas adelantadas de administración, prácticas de producción y técnicas de utilización de trabajo; y mejorar la productividad industrial en México por otros medios similares.

B. El Gobierno de los Estados Unidos de América suministrará consultas y ayuda de carácter técnico a la Confederación, para desarrollar la totalidad o parte de las actividades

mencionadas en el párrafo A anterior. Las consultas y ayuda de carácter técnico se proporcionarán de acuerdo con los procedimientos establecidos por el Gobierno de los Estados Unidos de América e incluirán:

(1) La asignación de técnicos especialistas en México para otorgar consultas sobre los métodos para perfeccionar las prácticas de administración y producción, y asuntos similares relacionados con el mejoramiento de producción industrial; y para asesorar y ayudar en el planeamiento y en la dirección de seminarios y conferencias de mesa redonda dedicados a los problemas de administración y productividad, a los que concurren los dirigentes de empresas privadas y líderes obreros de México;

(2) El suministro de películas cinematográficas y materiales de exhibición e información similares para utilizarse en las demostraciones, entrenamiento y conferencias que se celebran de conformidad con este Acuerdo, así como asesoramiento sobre el empleo de estos materiales;

(3) Suministro de información técnica y datos sobre asuntos relativos a la productividad industrial de México;

(4) Cooperación para que personas capacitadas de México lleven a cabo visitas de observación y entrenamiento relacionadas con lo anterior en los Estados Unidos de América y a otras partes;

C. Las consultas y asistencia de carácter técnico a que se refiere el párrafo B (1), (2) y (3) de este Artículo, se otorgarán de conformidad con proyectos de arreglos por escrito, celebrados entre el Presidente de la Confederación u otras personas que designe el Gobierno de México y el Jefe de la Misión a que se alude en el párrafo B (2) del Artículo 4, u otros funcionarios que nombre el Gobierno de Estados Unidos de América, o sus delegados. Queda entendido, sin embargo, que la Confederación o la Cuenta Especial no asumirán ninguna obligación en virtud de un Proyecto de Acuerdo a menos que éste haya sido firmado por el Presidente de la Confederación o su Delegado. Cada uno de tales Proyectos especificará el trabajo que deba emprenderse, sus objetivos, la proveniencia de los fondos, los bienes y servicios que deban emplearse para la realización del Proyecto y todos los demás asuntos que las Partes deseen incluir en los mismos.

4. Técnicos y Especialistas.

A. La Confederación con la ayuda de otras organizaciones mexicanas que cooperan y participan en este proyecto, faci-

litarán un grupo de técnicos mexicanos competentes para llevar a cabo la labor técnica administrativa encaminada a desarrollar las actividades descritas en el párrafo A del Artículo 3. La Confederación, después de consultar con el Jefe de la Misión a que se refiere el párrafo B (2) de este Artículo, o de cualquier otro funcionario que nombre el Gobierno de los Estados Unidos de América, puede a discreción suya remover o asignar temporalmente a otros trabajos a cualquier técnico adscrito por la Confederación a este Proyecto Cooperativo. La Confederación determinará, además, el número de técnicos que facilitará en virtud de este proyecto.

B. (1) El Gobierno de los Estados Unidos de América proporcionará técnicos especialistas de acuerdo con proyectos de arreglos por escrito que se celebren de conformidad con el párrafo C del Artículo 3 anterior. Estos técnicos normalmente se proporcionarán bajo contrato celebrado directamente por el Gobierno de México, la Confederación o cualquiera otra Entidad legal que designe este Gobierno, sujeto a la previa aprobación de la agencia designada por Estados Unidos cuando esté involucrado el financiamiento por este último Gobierno. No obstante, en algunos casos puede preferirse, por razones de administración y eficiencia, asignar temporalmente dichos técnicos o especialistas a la Misión de Estados Unidos a que se refiere el párrafo B (2) siguiente. El Proyecto de Arreglo y el Contrato por el cual se facilitan técnicos bajo contrato, en cada caso especificará el plazo durante el cual dicho técnico o especialista estará disponible para trabajar en el Proyecto Cooperativo; las bases en que se distribuirán los costos, las obligaciones de los técnicos o especialistas con el Gobierno de México, la Confederación, y la Misión de los Estados Unidos respectivamente, y cualesquiera otros asuntos relativos a la realización efectiva del Proyecto. Los técnicos y especialistas designados para trabajar en México de conformidad con cualquier proyecto de arreglo estarán sujetos a la aceptación por parte del Gobierno de México o su Delegado, y, en el caso en que los técnicos sean proporcionados de conformidad con algún contrato, por la agencia mexicana de contratación.

(2) El Gobierno de Estados Unidos de América pondrá a disposición de México un personal reducido además de los técnicos y especialistas a que se refiere el párrafo B (1) de este Artículo que podrá ser integrado por técnicos y expertos competentes que proporcionen ayuda y orientación para el funcionamiento de este Proyecto. Estas personas serán miembros de la Misión que integre el Gobierno de los Estados Unidos de América (que en lo sucesivo se denominará "la Misión") con el fin de incluir en ella a su personal en México que esté desarrollando sus labores de conformi-

dad con este Acuerdo y otros proyectos y proyecto de arreglos, y quedará bajo la dirección del Jefe de la Misión o cualquier otro funcionario que designe el Gobierno de los Estados Unidos de América.

5. La Cuenta Especial.

A. La Confederación establecerá en un banco o bancos que determine el Presidente de la Confederación (que en lo sucesivo se denominará "el Presidente") con la aprobación del Jefe de la Misión o cualquier otro funcionario que designe el Gobierno de los Estados Unidos (quien en lo sucesivo se denominará "el Jefe de la Misión"), una Cuenta Especial del Proyecto de Productividad (que en lo sucesivo se denominará "la Cuenta Especial").

B. Sólo podrán utilizarse los fondos de la Cuenta Especial para los fines de este Acuerdo, y se puede hacer uso de ellos para la compra de accesorios técnicos, materiales y equipo, así como en el financiamiento de la adquisición de servicios técnicos y otros, ya sea por empleo o contrato, y para otras necesidades del proyecto, exceptuando la obtención del local, enseres y equipo de oficina.

C. Sólo se podrá hacer uso de los fondos de la Cuenta Especial de conformidad con los proyectos de arreglos celebrados en virtud del párrafo C del Artículo 3.

D. Las normas y procedimientos generales que rijan la administración de la Cuenta Especial, tal como la erogación, contabilidad de los fondos y la responsabilidad de contraer obligaciones serán determinadas por el Presidente con la aprobación del Jefe de la Misión.

E. Por ningún concepto se retirarán fondos de la Cuenta Especial a no ser mediante la expedición de un cheque u otro documento de giro aceptable firmado por el Presidente o su Representante debidamente facultado con la previa autorización por escrito del Jefe de la Misión o su Delegado. El Presidente incluirá una disposición en el contrato de depósito que celebre con el banco en el sentido de que esta institución tendrá la obligación de reintegrar a la Cuenta Especial cualesquier fondos que haya permitido sean retirados de la misma sin contar con algún documento de giro aceptable firmado por el Presidente o su Representante debidamente facultado. La Confederación reembolsará a la Cuenta Especial cualesquier fondos que se retiren sin la previa autorización por escrito del Jefe de la Misión o su Delegado.

F. Todos los contratos y documentos de los cuales se derive la obligación o erogación de fondos de la Cuenta Especial serán celebrados a nombre de la Confederación y firmados por el Presidente o su Representante debidamente facultado con la previa autorización por escrito del Jefe de la Misión o su Delegado.

G. El título de propiedad del equipo, materiales y accesorios obtenidos con fondos de la Cuenta Especial será de la Confederación, a menos que se especifique lo contrario en el proyecto de arreglo correspondiente.

H. Todos los fondos acreditados en la Cuenta Especial estarán disponibles para su empleo durante la vigencia de este Acuerdo, sin tener en cuenta los períodos anuales de años fiscales de ninguna de las partes, a menos de que explícitamente se declare lo contrario.

I. El interés percibido sobre los fondos de la Cuenta Especial y cualquier otro incremento en el haber de la misma, de cualquier naturaleza o proveniencia que sea, se dedicarán al proyecto que establece este Acuerdo y no se acreditarán a ninguna de las contribuciones que deban facilitar las partes.

J. Los fondos aportados a la Cuenta Especial por el Gobierno de los Estados Unidos de América se convertirán a pesos mexicanos al tipo de cambio más elevado compatible con las leyes mexicanas en el momento en que se haga la conversión.

K. Todos los fondos de la Cuenta Especial que al expirar este Acuerdo Cooperativo de Productividad, permanezcan exentos de obligaciones y no hayan sido gastados se devolverán a las partes contribuyentes en proporción a sus respectivas aportaciones, a menos que se especifique lo contrario en algunos arreglos o en la forma en la cual, subsecuentemente, puedan acordar el Jefe de la Misión y el Presidente o sus Delegados.

L. Los libros y registros relativos a la Cuenta Especial estarán siempre a disposición de la inspección de los Representantes del Gobierno de los Estados Unidos de América, del Gobierno de México y de la Confederación.

6. Contribuciones.

A. La agencia designada por Estados Unidos pagará los gastos en que se incurra con respecto al Proyecto Cooperativo de Productividad que no estén cubiertos en los proyectos de arreglos incluyendo los salarios, prestaciones y otros

gastos del personal técnico auxiliar adscrito a la Misión en virtud del Artículo 4, párrafo 8 (2). Los fondos para estos fines serán erogados por la Agencia designada por Estados Unidos y no serán depositados en la Cuenta Especial. La Agencia designada por Estados Unidos pagará, igualmente, o reembolsará al Gobierno Mexicano los costos de las actividades del Proyecto que se especifiquen en los proyectos de arreglos correspondientes.

B. El Gobierno de México, por conducto de la Confederación o cualquier otra agencia que designe, pagará o tomará las medidas necesarias para que se cubran los salarios y otros gastos del personal técnico y otro personal comisionado para trabajar en virtud de este Acuerdo, los costos de los locales necesarios para oficinas, equipo y enseres de las mismas en México, así como todos los otros gastos que no estén específicamente previstos en este Acuerdo o en los proyectos de arreglos, necesarios para realizar el Proyecto Cooperativo de Productividad. El Gobierno de México, por conducto de la Confederación o cualquiera otra agencia que designe, pagará igualmente los otros gastos relacionados con las actividades del Proyecto que se especifiquen en los proyectos de arreglos.

C. Los gastos de suministro de materiales de exhibición, información y otros, señalados en el párrafo B del Artículo 3 podrán ser cubiertos por el Gobierno de los Estados Unidos de América, o por la Confederación y Agencias que cooperen con la misma, o por la Cuenta Especial, según se determine en el Proyecto de Arreglo correspondiente.

D. Además de las contribuciones señaladas en el párrafo A anterior, la agencia designada por Estados Unidos, en el período comprendido entre la fecha de vigencia de este Acuerdo y el 30 de junio de 1955, acreditará en el haber de la Cuenta Especial la suma de 50.000,00 dólares (CINCUENTA MIL DOLARES 00/100), en moneda de los Estados Unidos de América, en la siguiente forma: dicha suma será pagada íntegramente a la Cuenta Especial en fecha acordada conjuntamente por el Presidente y el Jefe de la Misión a quienes se refiere el párrafo B (2) del Artículo 4.

E. Además de las contribuciones especificadas en el párrafo B anterior, la Confederación, para el período comprendido entre la vigencia de este Acuerdo y el 30 de junio de 1955, acreditará o tomará las medidas necesarias para que se acrede a la Cuenta Especial la cantidad de 625.000,00 pesos (SEISCIENTOS VEINTICINCO MIL PESOS 00/100) en moneda mexicana, en la forma siguiente: dicha suma se pagará íntegramente a la Cuenta Especial en fecha acordada conjuntamente por el Presidente y el Jefe de la Misión a quienes se refiere el párrafo B (2) del Artículo 4.

F. El Gobierno de los Estados Unidos de América y el Gobierno de México podrán convenir en hacer o tomar las medidas necesarias para que se hagan contribuciones a los fondos de la Cuenta Especial. El Presidente y el Jefe de la Misión o su sucesor podrán convenir con respecto a las contribuciones financieras que hagan a la Cuenta Especial la Confederación o la agencia designada por Estados Unidos, así como en lo que concierne a contribuciones de propiedades, servicios y facilidades por una de las dos partes arriba mencionadas que se hagan para los fines del Proyecto Cooperativo de Productividad. Por acuerdo entre el Presidente y el Jefe de la Misión, pueden aceptarse para los propósitos de este Proyecto contribuciones especiales de fondos, propiedades, servicios y facilidades, de cualquier organización de carácter público o privado y se podrán hacer arreglos para la participación de esta organización en las actividades desarrolladas de conformidad con este Acuerdo.

G. Con respecto a las mutuas contribuciones financieras hechas por los dos Gobiernos, o por la Confederación y la Agencia designada por Estados Unidos, que hayan de acreditarse en la Cuenta Especial, se prevé que éstas se hagan ordinariamente por las partes respectivas en abonos simultáneos y en cantidades proporcionalmente equivalentes. Cada abono acreditado a la Cuenta Especial por cualquiera de las partes correspondientes se podrá retirar o utilizar únicamente cuando se haya efectuado el depósito del abono respectivo convenido por la otra parte, a menos que se especifique lo contrario. Los fondos depositados por cualesquiera de estas partes y no contrabalanceados por el correspondiente depósito convenido de la otra parte se devolverán a la parte contribuyente antes de su utilización en los términos del párrafo K del Artículo 5 de este Acuerdo.

7. Derechos y Exenciones.

A. El Gobierno de México conviene en que continuará otorgando las franquicias correspondientes a efecto de que el Gobierno de los Estados Unidos de América, cualquiera de sus órganos gubernamentales y funcionarios relacionados con el desempeño en México de las funciones a que el presente Convenio se refiere, debidamente acreditados, no paguen derechos de importación ni impuestos en mercancías, equipo o material traído a México para los efectos de este Convenio o sobre objetos de uso personal de los funcionarios norteamericanos que vengan al país en relación directa con el Programa de Asistencia Técnica en cuestión, de conformidad con las normas y usos establecidos por el Derecho Internacional y los tratados o convenios en general entre México y los Estados Unidos de América.

B. En cuanto a los individuos particulares norteamericanos

ricanos, que no tengan el carácter de funcionarios, que el Gobierno de los Estados Unidos de América comisione bajo contrato para el desempeño de tales funciones o trabajos a que este Convenio se refiere, el Gobierno de México proveerá lo necesario dentro de las estipulaciones legales correspondientes a fin de que tales individuos no tengan que pagar el importe de los derechos o impuestos en cuestión. En todos los casos mencionados, se deberán hacer las gestiones previas correspondientes ante la Dirección de Aduanas, de la Secretaría de Hacienda y Crédito Público del Gobierno de México.

8. Memorándum Final de Informes.

Al ultimarse substancialmente cualquier proyecto de este Proyecto Cooperativo, se formulará un memorándum final que será firmado por el Presidente y el Jefe de la Misión o sus Delegados, proporcionando un informe de los trabajos realizados, objetivos perseguidos, gastos erogados, problemas afrontados y resueltos, y datos básicos relativos a dichos trabajos. Además el Presidente y el Jefe de la Misión o sus Delegados, rendirán informes provisionales al Secretario de Economía del Gobierno Mexicano y a la agencia designada por Estados Unidos sobre las actividades realizadas en virtud de este Acuerdo en los intervalos apropiados y por lo menos una vez al año.

9. Duración y término.

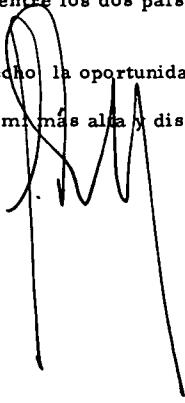
Este Acuerdo estará vigente hasta el 30 de junio de 1960, o hasta 90 días después de que cualquiera de los dos Gobiernos haya notificado por escrito al otro su intención de darlo por terminado, surtiendo efecto la notificación que sea anterior. Queda entendido que las obligaciones de ambos Gobiernos en virtud de este Acuerdo, después del 30 de junio de 1955, estarán sujetas a que los mismos puedan disponer de las partidas apropiadas para dicho propósito.

El Gobierno de los Estados Unidos de América considerará que la presente nota y vuestra respuesta que concuerde con la misma constituirán un Acuerdo entre nuestros dos Gobiernos, en los términos y condiciones arriba enumerados y que entrará en vigor en la fecha de vuestra nota de contestación".

Me es grato comunicar a Vuestra Excelencia que mi Gobierno acepta los términos de vuestra nota arriba transcrita, en la inteligencia de que dicha nota y la presente constituyen un Acuerdo para llevar a cabo un Proyecto de Cooperación Técnica para el Fomento de la Productividad

Industrial en México, con la Confederación Mexicana de las Cámaras Industriales -asociación privada mexicana- que entra en vigor en esta fecha, y que se regirá en todo por las estipulaciones del Acuerdo General sobre Cooperación Técnica, vigente entre los dos países.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de más alta y distinguida consideración.



Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

503200

México, D.F., March 9, 1955.

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 450, dated today, in which reference is made to the General Agreement for Technical Cooperation between the Government of Mexico and that of the United States of America, concluded by an exchange of notes signed at Mexico City on June 27, 1951, as subsequently modified and supplemented, and to my Government's note No. 505146, dated June 23, 1954, regarding the implementation of a Program for Technical Cooperation with the Mexican Confederation of Industrial Chambers, a private Mexican association, designed to promote industrial productivity in this country.

In note No. 450 Your Excellency informs me as follows:

[For the English language text of the note, see *ante*, p. 959.]

I am happy to inform Your Excellency that my Government agrees to the terms of your note transcribed above, on the understanding that the said note and the present one constitute an agreement for the implementation of a Technical Cooperation Program for the Promotion of Industrial Productivity in Mexico, with the Mexican Confederation of Industrial Chambers, a private Mexican association, which enters into force today and which will be governed entirely by the provisions of the General Agreement for Technical Cooperation in force between our two countries.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

L. P N.

His Excellency

FRANCIS WHITE,

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

BELGIUM

American Dead in World War II

TIAS 3239
Dec. 28, 1954,
and Jan. 7, 1955

*Agreement provisionally extending the agreement of June 6 and July 23,
1947, as modified.*

Effectuated by exchange of notes

Signed at Brussels December 28, 1954, and January 7, 1955;

Entered into force January 7, 1955.

The American Ambassador to the Belgian Minister for Foreign Affairs

No. 617

AMERICAN EMBASSY,
Brussels, December 28, 1954

EXCELLENCY:

TIAS 1672, 1969.
61 Stat., pt. 4, p. 3352;
63 Stat., pt. 3, p. 2674.

I have the honor to refer to the agreement which was entered into by exchange of notes between the Ministry of Foreign Affairs and this Embassy in June and July of 1947 providing for certain rights, privileges and prerogatives for the United States Government and its representatives in connection with United States military cemeteries in Belgium for burial of the dead of World War II. The agreement provided that the rights, privileges and prerogatives accorded to the United States would be exercised prior to 1 January 1955, except as relates to the use of lands acquired for permanent cemeteries and/or memorials, including improvements thereto and buildings constructed thereon, which were to run in perpetuity. This Embassy's note No. 927 of 6 June 1947 and the Ministry's reply of 23 July 1947 constituted the agreement.

I have been instructed by my Government to seek an extension of eight years, beginning 1 January 1955, of the period during which the rights, privileges and prerogatives accorded the United States by this agreement might be exercised.

I am informed by the appropriate United States Army authorities that this extension is desired because the United States military cemetery at Neuville-en-Condroy, near Liège, Belgium, is the only cemetery in Europe which is being utilized for the current interment of American World War II dead. Moreover, I am informed, there are 750 unknown remains buried at Neuville-en-

Condroz and, as new or additional evidence as to their identity is obtained, exhumations are necessary in an effort to establish the identity of the unknown bodies.

Accordingly, I should appreciate being informed whether Your Excellency's Government will agree to an interim extension of this agreement from 1 January 1955, pending consideration of the definitive extension which my Government desires. I should also be grateful if I could be informed in due course whether Your Excellency's Government is willing to extend this agreement during an additional eight-year period from 1 January 1955.

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

FREDERICK M. ALGER, Jr.

His Excellency

M. PAUL-HENRI SPAAK,
Minister for Foreign Affairs,
Brussels.

*The Belgian Minister for Foreign Affairs to the American
Ambassador*

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES
ET DU
COMMERCE EXTÉRIEUR

BRUXELLES. LE 7 jan 1955

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de la lettre que Votre Excellence a bien voulu m'adresser le 28 décembre 1954, sous le n° 617, au sujet de l'Arrangement conclu par échange de lettres des 6 juin et 23 juillet 1947 concernant l'entretien et l'aménagement des cimetières militaires américains en Belgique.

Je marque mon accord à Votre Excellence pour que cet Arrangement soit considéré comme provisoirement prorogé à partir du 1er janvier 1955.

Je me suis mis en rapport avec mes Collègues aux Départements de l'Intérieur et des Finances en vue de l'examen de la proposition du Gouvernement américain d'arriver à une prorogation de huit ans.

J'aurai soin d'informer aussitôt que possible Votre Excellence de la décision du Gouvernement belge à ce sujet.

Je saisir cette occasion, Monsieur l'Ambassadeur, de renouveler à Votre Excellence l'assurance de ma très haute considération.

Le Ministre des Affaires Etrangères,
P. H. SPAAK

Son Excellence

Monsieur M. FRÉDÉRIC ALGER,
*Ambassadeur des Etats-Unis d'Amérique
à Bruxelles.*

Translation

MINISTRY
OF
FOREIGN AFFAIRS
AND
FOREIGN COMMERCE

BRUSSELS, January 7, 1955

MR. AMBASSADOR:

I have the honor to acknowledge receipt of the note which Your Excellency was good enough to address to me on December 28, 1954, under the number 617, with respect to the agreement concluded by exchange of notes dated June 6 and July 23, 1947, concerning the maintenance and arrangement of American military cemeteries in Belgium.

I inform Your Excellency that I assent to this agreement being considered as provisionally extended from January 1, 1955.

I have consulted my colleagues in the Departments of the Interior and Finance with a view to examining the proposal of the American Government for an eight-year extension.

I shall not fail to inform Your Excellency as soon as possible of the decision of the Belgian Government on this matter.

I avail myself of this occasion, Mr. Ambassador, to renew to Your Excellency the assurance of my highest consideration.

P. H. SPAAK
Minister for Foreign Affairs

His Excellency

FREDERICK M. ALGER,
*Ambassador of the United States of America,
Brussels.*

CAMBODIA

Military Assistance

*Agreement effected by exchange of notes
Signed at Phnom Penh May 16, 1955;
Entered into force May 16, 1955.*

TIAS 3240
May 16, 1955

The American Ambassador to the Cambodian Minister of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

EMBASSY OF THE
UNITED STATES OF AMERICA,
Phnom Penh, May 16, 1955.

No. 372

EXCELLENCY:

I have the honor to refer to the Notes of May 20 and September 1, 1954 [¹] which the Royal Government of Cambodia addressed to the Government of the United States of America relating to direct military assistance necessary for the effective defense of the Kingdom of Cambodia.

My Government is prepared, subject to the requirements and limitations of any United States legislation and on the basis of the principles set forth in paragraph 1 of the Agreement entered into between our two Governments through an exchange of Notes dated December 18 and 28, 1951 (¹) to furnish direct military

TIAS 2603.
3 UST, pt. 4, p. 4537.

¹ Not printed. [Footnote added by the Department of State.]

(¹) This paragraph reads as follows:

"The Government of the Kingdom of Cambodia hereby confirms that it has agreed to—

(a) join in promoting international understanding and good will, and maintaining world peace;

(b) take such action as may be mutually agreed upon to eliminate causes of international tensions;

(c) make, consistent with its political and economic stability, the full contribution permitted by its manpower, resources, facilities, and general economic condition to the development and maintenance of its own defensive strength and the defensive strength of the free world;

(d) take all reasonable measures which may be needed to develop its defense capacities; and

(Continued on following page)

assistance to the Kingdom of Cambodia, including the assignment of personnel charged by mutual agreement with performing any other advisory and non-combatant services, for the purpose of implementing the Cambodian defense program, under the following conditions:

1. These personnel, whose status is determined in Annex A of the present Note, will operate as part of the Embassy of the United States.

2. They will be accorded all facilities and full authority to enable them to follow the execution of the program of assistance, including the utilization of the assistance furnished, and to report thereon, on a continuous basis.

3. Any military assistance furnished by the United States will be provided on the condition that no equipment or materials furnished will be used to undertake acts of aggression against any nation.

4. The Government of Cambodia will utilize the equipment and materials furnished by the Government of the United States solely for the maintenance of its internal security and legitimate defense of its territory.

5. The Government of Cambodia will assure the safeguarding and the security of any article, service or technical military information furnished by the United States.

6. The title to or possession of any equipment, materials, information, or services furnished will not be transferred to any person not an officer or agent of the Government of Cambodia, or to a third country, without the prior consent of the competent American authorities.

7. If this equipment is no longer required for the purposes for which it was originally furnished as specified in paragraph 4 of the present Agreement, the Government of Cambodia will return it to the United States or dispose of it in accordance with the wishes of the Government of the United States following the procedures envisaged in Annex B of this Note.

8. Subject to the provision of such appropriations as may be necessary, the Government of Cambodia will make riel available to the Government of the United States which will be used for administrative and operating expenditures necessary for carrying out the purposes of the military aid program. The Government of the United States will furnish to the Royal Cambodian Govern-

Footnote (1) continued from preceding page.

(e) take appropriate steps to insure the effective utilization of the economic and military assistance provided by the United States." [Footnote in the original.]

ment appropriate explanations concerning its requirements. The two Governments will consult from time to time to determine the amount of riel to be furnished to the Government of the United States, taking into account the capacity of the Government of Cambodia to furnish such riel.

9. In conformity with the principles of the United Nations, the Government of Cambodia will by mutual agreement furnish to the Government of the United States or to any other Governments, such equipment, materials, services and other assistance as may be mutually agreed upon in order to increase their capacity for individual or collective defense or to facilitate their effective participation in the collective security system contemplated by the United Nations Charter.

10. In addition to the provisions relating to administrative, fiscal and security matters mentioned in Annexes A and B, all other supplementary details relating to procedures and other arrangements which might prove necessary in connection with the furnishing and use of American assistance will be worked out jointly, from time to time, by the two Governments.

The present arrangements will apply to all United States military assistance heretofore furnished or which may hereafter be furnished to Cambodia by the United States, whether that assistance is received directly from the Government of the United States or transferred in any other manner to Cambodia.

Cambodia or the United States may in writing request revision or, after six months notice, abrogation of the present Agreement.

In the event of abrogation, the materials and equipment furnished by the United States will be left at the disposition of Cambodia on the condition that their utilization is in conformity with the provisions of paragraphs 3, 4, 5, 6 and 7 of the present Agreement, which paragraphs will remain in force until their revision or their abrogation by a new agreement.

I should appreciate it if you would be good enough to confirm the agreement of the Royal Government of Cambodia to the provisions contained in this Note and in the attached Annexes.

Accept, Excellency, the assurances of my highest consideration.

ROBERT MCCLINTOCK

His Excellency

LENG NGETH,

*Minister of Foreign Affairs
of the Royal Cambodian Government,
Phnom Penh.*

TS 993.
59 Stat. 1031.

ANNEX A

RELATING TO PERSONNEL, MATERIALS
AND EQUIPMENT.1. *Privileges and immunities of personnel.*

In their relations with the Government of Cambodia, the personnel of American nationality assigned to Cambodia in the Military Assistance Advisory Group, including personnel temporarily assigned, for any services necessitated by the supplying of military assistance and possibly training, will operate as part of the Embassy of the United States under the direction and control of the Chief of the Diplomatic Mission.

They shall be classified in two groups.

(a) The first group comprises higher-ranking personnel (the commissioned officers), the number of whom shall be restricted and fixed jointly by the two Governments. They shall enjoy privileges and immunities conferred by international custom, as recognized by each Government, to certain categories of personnel of the Diplomatic Mission of the other, such as the immunity from civil and criminal jurisdiction, immunity of the official papers from search and seizure, right of free egress, exemption from customs duties or similar taxes or restrictions in respect of personally owned property imported by such personnel for their personal use and consumption without prejudice to the existing regulations of foreign exchange, and exemption from internal taxation upon salaries and wages of such personnel. Privileges and courtesies incident to diplomatic status such as diplomatic automobile license plates, inclusion on the "Diplomatic List" and social courtesies may be waived by the United States Government for this category of personnel.

(b) The second group comprises other remaining personnel who shall enjoy the same status as subordinate administrative personnel of diplomatic missions. The number of persons in the second group shall be fixed jointly by the two Governments.

As a matter of reciprocity, the Government of the United States will grant the same privileges and immunities as those specified in the present Agreement to Cambodian military personnel in Washington, serving as an integral part of the Cambodian Embassy, under the direction and control of the Chief of the Cambodian Diplomatic Mission, who perform in the United States mutually agreed functions analogous to those performed by American military personnel in Cambodia.

2. *Exemption from duties and taxes on certain materials and equipment.*

The Government of Cambodia will authorize importation and exportation, free of duty and of any other internal taxation, for all objects, equipment or materials, imported into Cambodia for its use or for the use of the Government of the United States in connection with the present Agreement.

The same exemptions will likewise be granted to equipment and materials in transit through Cambodian territory and destined for other countries receiving military aid from the United States or for American military assistance missions in such countries.

These exemptions must be the subject of documentation certifying the transactions to which they relate as coming within the framework of this paragraph 2 of Annex A.

ANNEX B

RELATING TO MATERIALS NO LONGER NECESSARY FOR CAMBODIA.

Equipment and materials furnished by the Government of the United States that are no longer necessary for the purposes for which they were made available to Cambodia as specified in paragraph 4 of this Agreement will be subject to the following provisions, in accordance with the stipulations of the present Agreement and those of paragraph 2 of the Notes exchanged between the two Governments on December 18 and 28, 1951.

1. The Government of Cambodia will report to the Government of the United States such equipment and materials as are no longer required or are no longer used effectively and exclusively for the defense of the Kingdom of Cambodia, in accordance with the present Agreement and any future agreements between the two Governments and with the principles of the United Nations Charter.

The Government of the United States may also draw to the attention of the Government of Cambodia any materials or equipment which appear to fall in this category. In that case, the two Governments will consult. If after consultation it is determined that such items fall in the category covered by the first sentence of this paragraph, they will be disposed of in accordance with the procedures indicated in the following paragraphs. The same shall apply to equipment and materials initially reported by the Government of Cambodia.

TIAS 3240

2. The Government of the United States may reassume title to such equipment or materials for transfer to a third country or for any other utilization which it may desire.

3. In case the Government of the United States desires to reassume title to such equipment or materials, they will be delivered, in accordance with its request:

either FAS at a Cambodian port;

—or FOB inland carrier at a point in Cambodia designated by the Government of the United States;

—or, in the case of an airworthy aircraft, at an airfield in Cambodia designated by the Government of the United States.

4. Such equipment and materials as are not retaken by the Government of the United States will be the subject of arrangements which the Government of Cambodia will make after agreement thereto by the Government of the United States.

5. Any salvage or scrap from military equipment or materials furnished by the Government of the United States shall be reported to the latter and will be the subject of arrangements in accordance with paragraphs 2, 3, and 4 of the present Annex.

Salvage or scrap not retaken by the Government of the United States will be used as may be mutually agreed to support the defense effort of Cambodia or of other countries to which military assistance is being furnished by the Government of the United States of America.

The Cambodian Minister of Foreign Affairs to the American Ambassador

ព្រះរាជាណាចក្រកម្ពុជា

ROYAUME DU CAMBODGE

ក្រសួងរៀបចំ

...

MINISTÈRE

des

AFFAIRES ÉTRANGÈRES

...

N° 1859-36P

3

Phnom-Penh, le... 16 Mai 1955.

Le Ministre des Affaires Etrangères

EXCELLENCE,

J'ai l'honneur d'accuser réception de la Note de Votre Excellence en date du 16 Mai 1955 dont le texte en français est le suivant:

“ J'ai l'honneur de me référer aux Notes des 20 Mai et 1er Septembre 1954 que le Gouvernement Royal du Cambodge a adressées au Gouvernement des Etats-Unis d'Amérique au sujet d'une aide militaire directe nécessaire pour la défense efficace du Royaume du Cambodge.

Sous réserve des exigences et des limitations de toute législation des Etats-Unis, et sur la base des principes énoncés dans le paragraphe I de l'accord intervenu entre nos deux Gouvernements par échange de Notes des 18 et 28 Décembre 1951⁽¹⁾, mon Gouvernement est prêt à fournir une aide militaire directe au Royaume du Cambodge, y compris la nomination d'un personnel chargé en commun accord d'entreprendre tous autres services de caractère consultatif et non combattant, dans les conditions suivantes, en vue de la mise en oeuvre du programme de défense du Royaume du Cambodge:

1. Les membres de ce personnel, dont le statut est fixé à l'Annexe A de la présente Note, exercent leurs fonctions dans le cadre de l'Ambassade des Etats-Unis;

2. Toutes facilités et toute autorité leur seront accordées pour leur permettre de suivre l'exécution des programmes d'aide, y compris l'utilisation qui sera faite de l'aide fournie, et de faire, à ce sujet, des rapports d'une façon continue;

3. Toute aide militaire fournie par les Etats-Unis le sera à la condition qu'aucun des équipements et matériels fournis ne sera utilisé pour entreprendre des actes d'agression contre une nation quelconque;

4. Le Gouvernement du Cambodge utilisera l'équipement et le matériel fournis par le Gouvernement des Etats-Unis uniquement pour le maintien de sa sécurité intérieure et la défense légitime de son territoire;

5. Le Gouvernement du Cambodge assurera la sauvegarde (security) de tout article, service ou renseignement technique d'ordre militaire fournis par les Etats-Unis;

6. La propriété ou la possession de tous équipements, matériels, renseignements ou services fournis ne sera transférée à aucune personne qui ne soit pas fonctionnaire ou agent du Gouvernement

⁽¹⁾—Ce paragraphe est rédigé comme suit:

“Le Gouvernement du Royaume du Cambodge s'engage:

a)—à participer au renforcement de la compréhension et de la bonne entente internationales et au maintien de la Paix mondiale;
b)—à prendre des mesures ayant fait l'objet d'un accord mutuel pour éliminer les causes de crise internationale;
c)—à verser, en fonction de sa stabilité politique et économique, la pleine contribution que lui permettent sa main-d'œuvre, ses ressources, ses moyens et sa situation économique générale, au développement et au maintien de sa propre force défensive et de celle du monde libre;
d)—à prendre toutes mesures convenables pour développer ses capacités de défense; et
e)—à prendre des mesures appropriées pour assurer l'utilisation efficace de l'aide économique et militaire fournie par les Etats-Unis”.

Cambodgien, ni à un Etat tiers sans le consentement préalable des autorités américaines compétentes;

7. Si l'équipement en question n'est plus nécessaire aux fins pour lesquelles il avait à l'origine été fourni comme spécifié au paragraphe 4 du présent Accord, le Gouvernement du Cambodge le rendra aux Etats-Unis ou en disposera selon les voeux du Gouvernement des Etats-Unis, suivant les modalités prévues à l'Annexe B de la présente Note;

8. Sous réserve du vote des crédits nécessaires, le Gouvernement du Cambodge mettra à la disposition du Gouvernement des Etats-Unis des riels qui seront consacrés aux dépenses administratives et frais de fonctionnement nécessités par la réalisation des buts du programme d'aide militaire. Le Gouvernement des Etats-Unis fournira au Gouvernement Royal du Cambodge les explications utiles concernant ses besoins. Les deux Gouvernements se concerteront de temps en temps pour déterminer le montant de riels à mettre à la disposition du Gouvernement des Etats-Unis, tout en tenant compte des possibilités du Gouvernement du Cambodge de fournir ces riels;

9. Conformément aux principes des Nations Unies, le Gouvernement du Cambodge fournira, d'un commun accord, au Gouvernement des Etats-Unis ou à tous autres gouvernements les équipements, matériels, services et toute autre assistance à déterminer par accord mutuel afin d'accroître leur capacité de défense individuelle ou collective ou de faciliter leur participation efficace au système de sécurité collective prévu par la Charte des Nations Unies;

10. Outre les dispositions portant sur les questions administratives, fiscales et de sécurité mentionnées dans les Annexes A et B, tous autres détails supplémentaires relatifs aux procédures et autres arrangements qui pourraient s'avérer nécessaires quant à la fourniture et à l'utilisation d'assistance américaine seront réglés conjointement, de temps en temps, par les deux Gouvernements.

Les présents arrangements seront applicables à toute aide militaire fournie jusqu'ici ou qui le serait ultérieurement par les Etats-Unis au Cambodge, que cette aide soit reçue directement du Gouvernement des Etats-Unis ou transférée de toute autre manière au Cambodge.

Le Cambodge ou les Etats-Unis peuvent demander par écrit la révision ou, après un préavis de six mois, la dénonciation du présent Accord.

En cas de dénonciation, les matériels et équipements fournis par les Etats-Unis seront laissés à la disposition du Cambodge

sous réserve que leur utilisation soit conforme aux dispositions des paragraphes 3, 4, 5, 6 et 7 du présent Accord, lesquels resteront en vigueur jusqu'à leur revision ou leur abrogation par un nouvel Accord.

Je vous serais reconnaissant de bien vouloir confirmer l'accord du Gouvernement du Royaume du Cambodge aux dispositions contenues dans la présente Note et dans les Annexes ci-jointes.

ANNEXE A

**RELATIVE AUX PERSONNELS, MATERIELS &
EQUIPEMENTS,**

1. Immunités et priviléges personnels.

Dans leurs relations avec le Gouvernement du Cambodge, les membres du personnel de nationalité américaine affectés au Cambodge au groupe consultatif d'assistance militaire, y compris le personnel affecté temporairement, pour tous services nécessités par la fourniture d'aide militaire et éventuellement à des fins d'entraînement, exercent leurs fonctions dans le cadre de l'Ambassade des Etats-Unis, sous la direction et le contrôle du Chef de la Mission Diplomatique.

Ils seront classés en deux groupes:

a)— le premier groupe comprend les membres du personnel supérieur (les officiers) dont le nombre sera restreint et fixé conjointement par les deux Gouvernements. Ils jouiront des priviléges et immunités accordés par la coutume internationale et reconnue par chaque Gouvernement à certaines catégories de personnel de la Mission Diplomatique de l'autre pays, tels que l'immunité de juridiction civile et criminelle, l'immunité de perquisition et de saisie de documents officiels, le droit de libre sortie, l'exemption des droits de douanes ou de taxes similaires ou de restrictions relatives aux biens personnels importés par ces fonctionnaires pour leur propre usage sous réserve des règlements existants en matière de contrôle des changes, et l'exemption des taxes intérieures sur les traitements et salaires de ce personnel. Le Gouvernement des Etats-Unis peut renoncer aux priviléges et faveurs résultant du statut diplomatique tels que plaques d'automobiles spéciales, inscription sur la Liste Diplomatique et autres courtoisies.

b)– le deuxième groupe comprend le reste du personnel lequel bénéficiera du même statut que le personnel administratif subalterne des Missions Diplomatiques. Le nombre du personnel du deuxième groupe sera fixé conjointement par les deux Gouvernements.

A titre de réciprocité, le Gouvernement des Etats-Unis accordera les mêmes priviléges et immunités que ceux qui sont spécifiés dans le présent Accord aux membres du personnel militaire du Cambodge à Washington, servant en tant que partie intégrante de l'Ambassade du Cambodge, sous la direction et le contrôle du Chef de la Mission Diplomatique Cambodgienne, qui remplissent aux Etats-Unis des fonctions mutuellement convenues analogues à celles remplies par le personnel militaire américain au Cambodge.

2. Exonération des droits et taxes pour certains matériels et équipements.

Le Gouvernement du Cambodge autorisera l'importation ou l'exportation, en franchise de douane ou de toute autre taxe intérieure, de tous objets, équipements ou matériels importés au Cambodge pour ses besoins ou pour les besoins du Gouvernement des Etats-Unis en vertu du présent Accord.

Les mêmes exemptions seront également accordées aux équipements et matériels qui transiteront sur le territoire du Cambodge et qui seraient destinés à d'autres pays recevant une aide militaire des Etats-Unis ou aux Missions américaines d'assistance militaire se trouvant dans ces pays.

Ces exonérations devront faire l'objet d'une documentation certifiant que les transactions auxquelles elles se réfèrent tombent dans le cadre du présent paragraphe 2 de l'Annexe A.

ANNEXE B

RELATIVE AUX EQUIPEMENTS ET MATERIELS QUI NE SONT PLUS NECESSAIRES AU CAMBODGE

Les équipements et matériels fournis par le Gouvernement des Etats-Unis qui ne sont plus nécessaires aux fins pour lesquelles ils ont été mis à la disposition du Cambodge, comme spécifié au paragraphe 4 du présent Accord, feront l'objet des modalités suivantes, conformément aux stipulations du présent Accord et à

celles du paragraphe 2 des Notes échangées entre les deux Gouvernements les 18 et 28 Décembre 1951:

1. Le Gouvernement du Cambodge fera connaître au Gouvernement des Etats-Unis ceux des équipements et matériels qui ne sont plus nécessaires ou qui ne sont plus utilisés effectivement et exclusivement pour la défense du Royaume du Cambodge, conformément à l'Accord présent et aux Accords à intervenir entre les deux Gouvernements ainsi qu'aux principes de la Charte des Nations Unies.

Le Gouvernement des Etats-Unis pourra également attirer l'attention du Gouvernement du Cambodge sur des matériels et équipements qui paraissent tomber dans cette catégorie. Dans ce cas, les deux Gouvernements se consulteront. Si, après consultation, il est déterminé que de tels articles rentrent dans la catégorie dont il est fait mention dans la première phrase de ce paragraphe, il en sera disposé en conformité avec les procédures indiquées dans les paragraphes suivants. Il en sera de même pour les équipements et matériels qui auraient été initialement signalés par le Gouvernement du Cambodge.

2. Le Gouvernement des Etats-Unis pourra reprendre la propriété de ces équipements ou matériels en vue de leur transfert à un pays tiers ou en vue de toute autre utilisation qu'il désirera.

3. Dans le cas où le Gouvernement des Etats-Unis désirerait reprendre la propriété de ces équipements ou matériels, ceux-ci seront livrés, selon sa demande:

- soit FAS dans un port cambodgien;
- soit FOB sur un moyen de transport intérieur à un endroit du Cambodge désigné par le Gouvernement des Etats-Unis;
- soit, lorsqu'il s'agit d'un avion en état de vol, à un aérodrome du Cambodge désigné par le Gouvernement des Etats-Unis.

4. Ceux des équipements et matériels qui ne seront pas repris par le Gouvernement des Etats-Unis feront l'objet des dispositions que le Gouvernement Cambodgien prendra après accord du Gouvernement des Etats-Unis.

5. Tout matériel récupéré ou de rebut provenant d'équipements ou de matériels militaires fournis par le Gouvernement des Etats-Unis sera signalé à ce dernier et fera l'objet des dispositions conformes aux paragraphes 2, 3 et 4 de la présente Annexe.

Le matériel récupéré ou de rebut qui ne sera pas repris par le Gouvernement des Etats-Unis sera employé de la manière dont il pourra être convenu d'un commun accord, à soutenir l'effort de défense du Cambodge ou d'autres pays auxquels une aide militaire est fournie par le Gouvernement des Etats-Unis d'Amérique."

Je confirme l'accord du Gouvernement Royal du Cambodge sur les dispositions ci-dessus indiquées.

Veuillez agréer, Excellence, l'assurance de ma haute considération./.

NGETH

Leng-Ngeth

Son Excellence

Monsieur ROBERT McCINTOCK

*Ambassadeur des Etats-Unis d'Amérique
à Phnom-Penh*

Translation [¹]

MINISTRY FOR FOREIGN AFFAIRS

KINGDOM OF CAMBODIA

Phnom Penh, May 16, 1955

THE MINISTER OF FOREIGN AFFAIRS

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note dated May 16, 1955, the French text of which reads as follows:

[For the English language text of the note, see *ante*, p. 995.]

I confirm the agreement of the Royal Government of Cambodia to the provisions stated above.

Please accept, Excellency, the assurance of my high consideration.

NGETH

Leng-Ngeth

His Excellency

ROBERT McCINTOCK,

Ambassador of the

United States of America,

Phnom Penh.

^¹ For English language text of annexes A and B to note, see *ante*, pp. 998 and 999.

JAPAN

PRODUCTIVITY PROGRAM

*Agreement effected by exchange of notes
Signed at Tokyo April 7, 1955;
Entered into force April 7, 1955.*

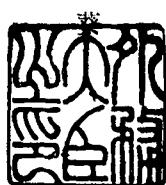
TIAS 3241
Apr. 7, 1955

されることを要請する光榮を有します。

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つて
敬意を表します。

昭和三十年四月七日

外務大臣 重 光



アメリカ合衆国特命全権大使

ジョン・M・アリソン 閣下

ことを取り計らうことにできる限り努力するものとし、また、本項に従つて締結される取極に基いて日本生産性本部に割り当てるられる生産性に関する計画の経費又は費用の支払のため同本部が資金を支払い又は提供することができるようにしてできる限り努力するものとする。

7 日本国政府は、この計画に基いてアメリカ合衆国政府が供与する援助の効果的な利用を確保するため適当な措置を講ずるものとし、かつ、この書簡に掲げる計画に基く活動についてアメリカ合衆国政府に十分な情報を提供することを取り計らうものとする。前記の諸規定は、両政府によりそれぞれの国の関係法令に従つて実施されるものであることが了解される。

8 この書簡に掲げる目的を遂行するために必要とされる追加の取極を作成することができるものとする。

9 本大臣は、閣下がアメリカ合衆国政府に代つて前記の了解を確認

極を行うこと。

(b) 日本生産性本部が要請し、かつ、アメリカ合衆国政府が承認する工業、鉱業、運輸、労働組合、労働及び農業のアメリカ人技術者及び専門家を日本国に派遣することを取り計らうこと。

(c) 日本の工業の企業、労働組合及びその他の生産性に関する計画に参加する団体に配布するため、日本生産性本部が要請し、かつ、アメリカ合衆国政府が承認する技術資料一技術に関する文献、参考品並びにフィルム及びスライドのような聴視覚資料を含む。一を供与すること。

前記の4及び5に掲げる計画に基いて実施される活動の経費で事務費以外のものについてのアメリカ合衆国政府と日本生産性本部との間の割当は、アメリカ合衆国政府及び日本生産性本部の適当な代表者の間で合意されるものとする。日本国政府は、日本生産性本部の運営を支持するため十分な資金を提供し又は提供する

外務省

置をとるようにしてできる限り努力するものとする。また、日本国政府は、日本生産性本部の活動について同政府と同本部との間の必要な調整を確保するため、同政府及び同本部の代表者によつて構成される日本生産性連絡会議を設置し、かつ、維持するものとする。

4

日本国政府は、工業、鉱業、運輸、労資関係方式、農業及びその他の関係事項についての訓練及び研究のため、労資双方の代表者を含む資格がある日本国民をアメリカ合衆国又は第三国に派遣すること及びこれらの日本国民が必要とするすべての通訳及び書記の役務を提供することを取り計らうものとする。

5

(a) アメリカ合衆国政府は、生産性に関する計画を支持するため、使用可能な資金の範囲内において次のことを行うものとする。

(b) アメリカ合衆国政府又は第三国が同意する日本国民の訓練及び研究のため、アメリカ合衆国又は第三国における、必要な取

及び生産性の結果を公平に分配することができる限り援助することを目的とする。

2

日本国政府は、日本の経済の生産性を向上させるための強力な計画を引き継ぎ推進するものとし、かつ、その計画を維持するために適当なすべての支持及び援助を与えるようになるべく努力するものとする。アメリカ合衆国政府は、この了解に従い、その計画に対し適当なすべての支持を与えるようになるべく努力するものとする。

3

日本国政府は、非政府機関である生産性本部（以下日本生産性本部といふ。）であつて、労資の適当な代表者を含み、かつ、技術交換計画、技術上の知識の普及、技術上の役務の提供その他生産性運動に関するすべての活動を含む生産性に関する政策及び計画を立案し、実施する生産性の一般分野における調整機関として活動するものの設立及び運営を容易にするため必要なすべての措

The Japanese Minister for Foreign Affairs to the American Ambassador^[1]

条一第六二二号

書簡をもつて啓上いたします。

本大臣は、日本国における生産性を向上させるための計画に關し、両政府の代表者の間で行われた討議に言及し、かつ、これらの討議の結果到達した次の了解を確認する光榮を有します。

1 両政府は、生活水準の漸進的向上を可能にする健全なかつ發展的經濟の確立が國際平和に不可欠なものであることを承認する。また、日本国政府は、日本の經濟を一層高度の生産及び生産性を助長することによつて發展させることを促進する具体的な計画がこの目標の達成に著しく寄与することができることを認める。

この計画の目的は、日本の工業、農業及び商業の技術上の能率の増進及び健全な労働運動の奨励によつて日本国における生産性を向上させること並びに生活水準の漸進的向上を達成し、かつ、國際貿易における日本の經濟的地位を改善するため物価の引下げ、賃金の増大及び妥当な利潤の回収をもたらすよう増強した生産

外務省

¹ For the English translation of the note, see *post*, p. 1013.

The American Ambassador to the Japanese Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY

Tokyo, April 7, 1955

No. 1679

EXCELLENCY:

I have the honor to acknowledge your note of April 7, 1955, regarding the productivity program which reads in the English translation thereof as follows:

"I have the honour to refer to the discussions which have taken place between representatives of our two Governments concerning the program to raise productivity in Japan, and to confirm the understandings which have been reached as the result of these discussions.

"1. Our two Governments agree that the establishment of a sound and expanding economy capable of providing a progressive increase in living standards is essential to international peace, and the Government of Japan recognizes that a concrete program to stimulate the expansion of Japan's economy by encouraging higher production and productivity can make a significant contribution to the achievement of this objective. The purpose of this program is to assist in every way possible to increase productivity in Japan by improving the technical efficiency of Japan's industry, agriculture and commerce and the encouragement of a healthy labor movement; and in the equitable distribution of the results of increased productivity and production in such a way as to lower prices, raise earnings and return a fair profit to the end that a progressive increase in living standards may be achieved and the international trading position of the Japanese economy may be improved.

"2. The Government of Japan will continue to promote an intensive program to increase the productivity of the Japanese economy and will use its best efforts to render all appropriate support and assistance to maintain such a program. The Government of the United States of America will use its best efforts to extend all appropriate support to such a program in accordance with these understandings.

"3. The Government of Japan will use its best efforts to take all necessary action to facilitate the establishment and operation of a non-governmental productivity Center (hereinafter called the Japan Productivity Center) which will contain appropriate representation of management and labor, and which will act as a coordinating agency in the general field of productivity to plan and implement productivity policies and programs, including technical exchange projects, dissemination of technical information, provision of technical services and all other activities related to the productivity drive. In addition, the Government of Japan will establish and maintain the Japan Productivity Council composed of representatives of the Government of Japan and the Japan Productivity Center, which will assure that necessary coordination is achieved between the Government of Japan and the Japan Productivity Center on the activities of the latter.

"4. The Government of Japan will arrange for the sending of qualified Japanese nationals, including representatives of management and labor, to the United States of America or third countries for training in, and study of industrial, mining, transportation, labor-management relations methods, agriculture and other related matters, and will arrange for the furnishing of all interpreting and secretarial services required by such nationals.

"5. The Government of the United States of America in support of the productivity program and within the limits of available funds will:

- (a) make necessary arrangements in the United States of America or third countries for the training and study of Japanese nationals accepted by the Government of the United States of America and/or by third countries;
- (b) arrange for the sending to Japan of such American industrial, mining, transportation, trade union, labor and agriculture technicians and specialists as may be requested by the Japan Productivity Center and authorized by the Government of the United States of America;
- (c) furnish technical aids, including technical literature, exhibits, and audio-visual aids such as films and film strips, as may be requested by the Japan Productivity Center and authorized by the Government of the United States of America for dissemination to Japanese industrial enterprises, trade unions, and other organizations participating in the productivity program.

"6. Allocation between the Government of the United States of America and the Japan Productivity Center of the expenses of activities carried out under the program contemplated in paragraphs 4 and 5 above other than administrative expenses, shall be as may be agreed upon between the appropriate representatives of the Government of the United States of America and the Japan Productivity Center. The Government of Japan will use its best efforts to provide, or arrange for the provision of, funds adequate to support operations of the Japan Productivity Center and will use its best efforts to enable the Japan Productivity Center to pay or provide funds for the payment of expenses or costs of the productivity program allocated to the Japan Productivity Center under arrangements concluded in accordance with this paragraph.

"7. The Government of Japan will take appropriate steps to insure the effective utilization of the assistance furnished by the Government of the United States of America under this program and will arrange for the furnishing to the Government of the United States of America of full and complete information on the activities under the program contemplated herein.

"8. It is understood that the foregoing provisions will be implemented by both Governments in accordance with applicable laws and regulations of their respective countries.

"9. Such additional arrangements may be concluded as may be necessary to carry out the objectives set forth herein.

"I have the honour to request your confirmation of the above understandings on behalf of the Government of the United States of America."

I have the honor to confirm on behalf of the Government of the United States of America, the above understandings.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

JOHN M. ALLISON

His Excellency

MAMORU SHIGEMITSU,
Minister for Foreign Affairs,
Ministry of Foreign Affairs,
Tokyo.

MEXICO

Agricultural Workers: Recommendations by Joint Migratory Labor Commission

*Agreement effected by exchange of notes
Dated at México, D.F., April 14, 1955;
Entered into force April 14, 1955.*

TIAS 3242
Apr. 14, 1955

*The American Ambassador to the Mexican Secretary for Foreign
Relations*

México, D.F.

April 14, 1955

No. 818

EXCELLENCY,

I have the honor to refer to the final recommendations made on October 30, 1954, by the Joint Migratory Labor Commission which was established by our governments through exchange of notes numbered 817 and 20015-3 of March 10, 1954.

TIAS 2982.
5 UST 406, 408.

My Government has examined the Joint Migratory Labor Commission's recommendations and I have been authorized to record its acceptance of the recommendations, as set forth below, as well as to undertake an exchange of notes with you which will bring those recommendations into effect.

To that end I take pleasure in specifying herein my Government's understanding of the recommendations of the Joint Commission, the mutual acceptance of which by both our governments is to be accomplished by my present note and your anticipated note in reply, as follows:

"I

"An increase in United States border patrol personnel and equipment; coordination of all United States border patrolling activities; and continuation and improvement of present co-ordination with Mexico.

"II

"The enactment of United States legislation designed to deter employers from utilizing illegal entrants and to punish persons engaged in their transportation.

"III

"At a few heavily settled points and other appropriate places the improvement and extension of fences, and possibly the construction of some towers, to assist Mexican and United States border authorities in deterring the illegal crossing of the border into the United States and Mexico.

"IV

"In order to prevent the worker and employer from being unnecessarily inconvenienced, resulting in loss of workers' time and wages, it is recommended that an identification device be supplied at no cost to the worker, such as those worn by key workers in United States defense plants, consisting of a pin-on plastic badge. This badge would include the worker's photograph, name, immigration permit number, and the contract expiration date. This badge would not replace the present (I-100) identification card.

"V

"Mexico should continue to transport to the interior from mutually agreed upon land border points and Mexican seaports its citizens being returned from the United States.

"VI

"That the Government of Mexico take the following measures to prevent unlawful emigration of Mexican workers to the United States:

- "1. Prevent unlawful riding on railroad trains and other vehicles from points in Mexico toward the border between the two countries;
- "2. Carry on a continuous program of persuasion and publicity to this end;
- "3. Take all other steps which may be lawful and proper to diminish unlawful departures to the United States.

"VII

"The Mexican border patrol should be improved and strengthened to the extent necessary to prevent illegal departures; and present coordination between Mexico and the United States on border patrol action should be continued and improved.

"VIII

"Reduce from 5 to 4 the number of copies of the Work Contract and distribute as follows: 1 to the worker, 1 to the employer,

1 to the Mexican Consulate having jurisdiction, and 1 for filing at the Reception Center. The copy on file at the Reception Center is readily accessible to both the United States and Mexican representatives.

“IX

“Reduce from 3 to 1 the number of copies of all forms now required of employers prior to contracting, such as power of attorney, financial statement; vehicle inspection report, insurance policy and other documents. The 1 copy is to be reviewed and initialed by the United States and Mexican officials and then filed at the Reception Center where it will be readily available to officials of the two Governments, except the insurance policies, which will be delivered to the Mexican Government representative at the Reception Center. It is understood that the foregoing does not alter in any respect any of the provisions of the Migrant Labor Agreement of 1951, as amended.

“X

TIAS 2331, 2531,
2586, 2928.
2 UST 1940; 3 UST,
pt. 3, pp. 3958, 4341; 5
UST 353.

“It is recommended that the Mexican Government and the United States Government exchange copies of their respective instructions covering operations, interpretations and administration of the Mexican migrant labor program.

“XI

“The Mexican Government and the Government of the United States should endeavor to simplify procedures for the return of mentally ill Mexican agricultural workers under contract.

“XII

“That in paragraph numbered 5 of the interpretations approved by the exchange of notes of March 10, 1954, the word ‘three’ referring to days’ earnings be changed to ‘four’.

“XIII

“That the provisions of the Standard Work Contract relating to occupational risks be specific in setting out the liabilities to be assumed under this insurance, that is to say, that the table in the Work Contract should define more precisely the liabilities thereunder. This recommendation covers only the addition of more specific items under the present schedule of benefits.

“XIV

“That the Mexican Government improve controls for preventing the concentration of excess workers at the Migratory

Stations by: (1) Issuing contracting permits only in the number required for orders for workers; (2) issuing contracting permits only at the time the Mexican Government has orders for workers; and (3) by instituting through labor market reports or other devices, methods of eliminating the unauthorized movement of workers to Migratory Stations.

“XV

“No Migratory Stations should be operated within 160 kilometers of the border between the United States and Mexico. A Migratory Station should be established at Hermosillo, Sonora.

“XVI

“Recognizing that the spread of unfounded rumor has contributed in Mexico to the excessive congregation of Mexican workers at Migratory Stations and at the border, and in the United States to employer misunderstandings of the contracting program, it is recommended that a full flow of authentic information in both countries be encouraged by the following means:

“(1) Joint development of an information program through the appropriate agencies of the two governments. Such a program should include (a) regularly making available to the public accurate information on the numbers of workers needed in the contracting program and stations, and the times in which they are needed; (b) making accessible to the Mexican and United States press complete information on the contracting program; and (c) developing radio programs in Mexico explaining the operation of the contracting program.

“(2) The departments of the United States Government concerned in the program should agree on the designation of an appropriate agency which they should regard as the source from which the press and the public can obtain the most complete and balanced information on the operation of the joint program.”

I desire further to record our agreement that my Government's approval of recommendation II is given in the understanding that, while appropriate departments of the United States Government will propose the legislation in question, they are not empowered to make commitments regarding its enactment.

It is also my Government's understanding that any of the recommendations under reference which involve expenditure of public funds are accepted subject to the availability of amounts appropriated for that purpose.

It is my hope that your reply will indicate your Government's similar acceptance of the Joint Migratory Labor Commission's recommendations as they are here repeated; and that such acceptance will specifically apply to the understandings set forth in the two preceding paragraphs.

I avail myself of this opportunity to renew to your Excellency the assurance of my highest and most distinguished consideration.

FRANCIS WHITE
Francis White

His Excellency

Señor Lic. LUIS PADILLA NERVO,
Secretary for Foreign Relations,
México, D.F.

*The Mexican Secretary for Foreign Relations to the
American Ambassador*

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

No. 20011

México, D. F., a 14 de abril de 1955.

Excelencia:

Tengo el honor de acusar recibo de la atenta nota de Vuestra Excelencia, número 818, fecha de hoy, relativa a las recomendaciones finales que formuló el 30 de octubre de 1954 la Comisión Conjunta sobre Trabajadores Migratorios establecida por el cambio de notas números 20015-3 de esta Secretaría y 817 de esa Embajada, de 10 de marzo del mismo año.

He quedado debidamente enterado de que vuestro Gobierno se sirvió autorizar a Vuestra Excelencia para dar su aceptación a las mencionadas recomendaciones, en los términos en que Vuestra Excelencia las transcribe en su nota, así como para proceder al canje de notas que pondrá tales recomendaciones en vigor.

Por mi parte, tengo el honor de manifestar a Vuestra Excelencia que mi Gobierno, a su vez, acepta las recomendaciones de que se trata y cuyos términos conforme al texto español suscrito por la Comisión, son los siguientes:

I

Aumento del personal y equipo de la patrulla fronteriza de los Estados Unidos de América; coordinación de todas las actividades de la patrulla fronteriza de dicho país, y continuación y mejoramiento del actual sistema de coordinación con México.

TIAS 3242

II

La expedición de legislación en los Estados Unidos de América, destinada a evitar que los patronos ocupen a trabajadores ilegales y sancionar a las personas que se dediquen a transportarlos.

III

Que en algunos lugares muy poblados y en otros que se juzgue adecuados, se mejoren y prolonguen las cercas, y de ser posible, se construyan algunas torres a fin de ayudar a las autoridades fronterizas mexicanas y de los Estados Unidos de América a evitar el cruce ilegal de la frontera tanto hacia los Estados Unidos de América como a México.

IV

A fin de evitar molestias innecesarias al trabajador y al patrón, que ocasionan pérdida de tiempo y salarios al trabajador, se recomienda proveer sin costo alguno para éste, de un medio de identificación, como el que se usa para los trabajadores especializados en las fábricas que construyen equipos para la defensa de los Estados Unidos de América que consiste en un distintivo de plástico. Dicho distintivo llevaría la fotografía del trabajador, su nombre, número de permiso de inmigración y la fecha de expiración del contrato. Este distintivo no substituiría a la actual tarjeta de identificación. (I-100).

V

Que México continúe transportando al interior de la República Mexicana, de los puertos terrestres o marítimos mexicanos que se señalen por mutuo acuerdo, a los ciudadanos mexicanos que sean regresados de los Estados Unidos de América.

VI

Que el Gobierno de México tome las siguientes medidas con el fin de evitar la emigración ilegal de trabajadores mexicanos a los Estados Unidos de América:

1. - Evitar los viajes de polizones por ferrocarril y demás vehículos, desde puntos en el interior de México hacia la frontera entre ambos países.

2. - El desarrollo de una campaña continua de persuasión y publicidad con el fin expresado en el punto anterior.

3. - Que se dicten las demás providencias que se juzguen apropiadas y legales para disminuir las salidas ilegales con destino a los Estados Unidos de América.

VII

Que se debería mejorar y reforzar la patrulla fronteriza mexicana en la medida en que fuere necesario, para evitar salidas ilegales y se continúe y perfeccione la actual coordinación entre Mexico y los Estados Unidos por lo que respecta a las actividades de las patrullas fronterizas.

VIII

Reducir de 5 a 4 el número de copias del contrato de trabajo y distribuirlas de la siguiente manera; una para el trabajador, otra para el patrón, otra para el Consulado de la jurisdicción y la otra para el archivo del Centro de Recepción. La copia del archivo del Centro de Recepción estará a la disposición de los Representantes de los dos Gobiernos.

IX

Reducir de 3 a 1 el número de copias de todos los documentos que actualmente se solicitan de los patronos, antes de la firma del contrato, tales como el poder, el estado financiero, el certificado de inspección de vehículos, las pólizas de seguros y cualquier otro similar. Dicha copia deberá ser revisada y rubricada por los funcionarios de los

dos

Gobiernos y archivada en el Centro de Recepción donde quedará a disposición de los funcionarios de ambos países, con excepción de las pólizas de seguros, que serán entregadas al Representante del Gobierno Mexicano en el Centro de Recepción.

Queda entendido que esto no modifica en manera alguna, ninguna de las disposiciones del Acuerdo sobre Trabajadores Migratorios de 1951, Reformado.

X

Que el Gobierno Mexicano y el de los Estados Unidos de América intercambien copias de sus respectivas instrucciones sobre el funcionamiento, interpretaciones y administraciones del programa de Contratación de Trabajadores Migratorios Mexicanos.

XI

Que los Gobiernos de México y de los Estados Unidos de América procuren simplificar los procedimientos para la repatriación de trabajadores agrícolas mexicanos contratados que padecan enfermedades mentales.

XII

Que en el párrafo número 5 de las interpretaciones aprobadas por el canje de notas del 10 de marzo de 1954, la palabra "tres" que se refiere a los días de trabajo debe substituirse por "cuatro".

XIII

Que las disposiciones del Contrato Tipo de Trabajo, relativas a riesgos profesionales, sean específicas al enumerar las responsabilidades que se adquieren bajo este seguro; es decir, la lista de beneficios en el Contrato Tipo de Trabajo debe ser ampliada con el objeto de definir con mayor precisión las responsabilidades que en la misma se establecen.

Esta recomendación comprende únicamente la adición de términos más específicos que los enumerados en la actual lista de beneficios.

XIV

Que el Gobierno mexicano mejore su sistema de control para evitar la aglomeración de trabajadores en las Estaciones Migratorias, mediante: (1) la expedición de permisos de contratación, únicamente por el número indicado en las solicitudes para trabajadores; (2) expedición de permisos de contratación, únicamente en la fecha en la cual el Gobierno mexicano tenga solicitudes para trabajadores; y (3) el establecimiento, a través de los boletines de las Bolsas de Trabajo u otros medios, de métodos para eliminar el movimiento no autorizado de trabajadores a las Estaciones Migratorias.

XV

No deben funcionar Estaciones Migratorias dentro de una zona de 160 kilómetros de la frontera entre México y los Estados Unidos de América. Debería establecerse una Estación Migratoria en Hermosillo, Sonora.

XVI

Advirtiendo que la difusión de rumores infundados ha contribuido en México a la aglomeración excesiva de trabajadores en las Estaciones Migratorias y en la frontera, y en los Estados Unidos de América, a que los patrones interpreten erróneamente el programa de contratación, se recomienda estimular una corriente de auténtica información por los siguientes medios:

(I. -) Desarrollo conjunto de un programa de información por conducto de las agencias correspondientes de los dos Gobiernos.

Este

Este programa debería incluir (a) la información pública, sistemática y correcta, sobre el número de trabajadores que se necesiten según el programa de contratación en cada Estación Migratoria, así como las fechas en las cuales se necesiten; (b) facilitar a la prensa de México y de los Estados Unidos de América una información completa sobre el programa de contratación, y (c) desarrollar programas de radio en México explicándose el funcionamiento del plan de contratación.

(2.-) Los Departamentos del Gobierno de los Estados Unidos de América que intervienen en el programa de contratación deben ponerse de acuerdo sobre la designación de una agencia apropiada, que deben considerar como la fuente de la cual tanto la prensa como el público puedan obtener la más completa y equilibrada información acerca del funcionamiento del programa conjunto.

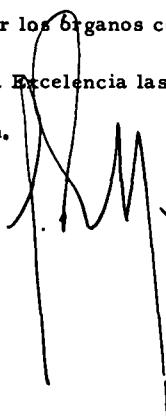
Me es grato confirmar, además, nuestro común acuerdo respecto a que el Gobierno de Vuestra Excelencia aprueba la recomendación II en la inteligencia de que, si bien los departamentos correspondientes del Gobierno de los Estados Unidos propondrán la legislación que ahí se indica, carecen de facultades para adquirir compromisos sobre su expedición.

Finalmente, al dejar constancia de vuestra aclaración de que cualesquiera de las recomendaciones que anteceden que impliquen gastos de fondos públicos, son aceptadas por el Gobierno de Vuestra Excelencia a condición de que se disponga de cantidades autorizadas para el objeto, deseo formular la misma excepción en el sentido de que las recomendaciones que impliquen gastos de fondos públicos por parte

del

Gobierno Mexicano estarán de igual manera sujetas, en México, a que sean legalmente autorizadas por los órganos competentes.

Reitero a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.



Al Excmo. Señor FRANCIS WHITE,
*Embajador Extraordinario y Plenipotenciario de
Estados Unidos de América,
Ciudad.*

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

No. 20011

MÉXICO, D.F., April 14, 1955.

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 818, dated today, concerning the final recommendations made on October 30, 1954, by the Joint Migratory Labor Commission established by the exchange of notes Nos. 20015-3 of this Department and 817 of your Embassy, dated March 10 of the same year.

TIAS 2932,
5 UST 406, 408.

I have been duly informed that your Government has authorized Your Excellency to make known its acceptance of the aforementioned recommendations as set forth in Your Excellency's note, and to undertake the exchange of notes that will put those recommendations into effect.

I for my part have the honor to inform Your Excellency that my Government, in turn, accepts the above-mentioned recommendations, the text of which, in the Spanish version signed by the Commission, reads as follows:

[For the English language text of the recommendations, see *ante*, p. 1017.]

Furthermore, I am pleased to confirm our common agreement that Your Excellency's Government approves recommendation II with the understanding that, while appropriate departments of the United States Government will propose the legislation indicated therein, they are not empowered to make commitments regarding its enactment.

Lastly, in acknowledging your explanation that any of the foregoing recommendations which involve expenditure of public funds are accepted by Your Excellency's Government subject to the availability of amounts authorized for the purpose, I wish to formulate the same exception to the effect that the recommendations which involve expenditures of public funds by the Mexican Government will likewise be subject, in Mexico, to their being legally authorized by the competent agencies.

I renew to Your Excellency the assurances of my highest and most distinguished consideration.

L. P N.

His Excellency

FRANCIS WHITE,

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

TURKEY

Defense: Facilities Assistance Program

*Agreement effected by exchange of notes
Dated at Ankara April 25, 1955;
Entered into force April 25, 1955;
With related aide-memoire
Dated at Ankara April 25, 1955.*

TIAS 3243
Apr. 25, 1955

*The American Chargé d'Affaires ad interim to the Turkish President
of the Council of Ministers and Acting Minister of Foreign
Affairs*

AMERICAN EMBASSY,
Ankara, April 25, 1955

No. 1335

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments concerning a special program of facilities assistance by the Government of the United States to the Government of Turkey to be carried out in accordance with the principles and conditions set forth in the Agreement On Aid To Turkey between our two Governments, dated July 12, 1947, as supplemented by an exchange of notes dated January 7, 1952, and such other applicable agreements as may be in force between our two Governments. The purpose of this program is to increase the capacity of Turkey to produce, maintain or repair ammunition and ammunition components, such increased capacity being urgently needed for the mutual defense of the North Atlantic Treaty countries.

As a result of these discussions, the following understandings were arrived at:

- (1) The Government of Turkey undertakes that in connection with the facilities assistance to be furnished by the United States:
 - (a) It will not discriminate in the sale of ammunition and ammunition components produced, maintained or repaired in facilities for which the Government of the United States has provided assistance, or in the charges for repair, renovation and maintenance services in con-

TIAS 1629.
61 Stat., pt. 3, p.
2953.
TIAS 2621.
3 UST, pt. 4, p.
4660.

nection therewith, against any other North Atlantic Treaty country in terms of the price charged, the quality made available, or delivery dates.

- (b) It will maintain the additional facilities made available through United States assistance so that they will be in a condition to produce, maintain or repair ammunition and ammunition components promptly when they may be required for urgent purposes of mutual defense; but pending such time, equipment furnished by the United States and such additional facilities may be used for other purposes, provided such use will not interfere with the ready availability of such equipment and facilities for the production, maintenance or repair of ammunition and ammunition components when required for urgent purposes of mutual defense.
 - (c) It will furnish all of the land, buildings, equipment, materials and services required for the additional facilities, except for the equipment and technical advice to be furnished by the Government of the United States, and will take whatever measures are required to accomplish the increase in facilities envisaged in the program.
- (2) It is mutually understood that the appropriation of funds by the United States Congress for the Facilities Assistance Program was for the purpose of assisting in the creation of a net addition to European ammunition and ammunition components production, maintenance or repair capacity. In furtherance of this purpose, the Government of Turkey undertakes that, in addition to the new facilities provided for hereunder, it will maintain or cause to be maintained in usable condition a total capacity for the production, maintenance or repair of ammunition and ammunition components, which shall be not less than the aggregate of that now existing and that already programmed for construction in Turkey, whether under private or public ownership.
- (3) The undertakings in paragraph 1 (b) and in paragraph 2 with respect to the maintenance of facilities are subject to the understanding that should changed conditions make continued compliance with these undertakings either unnecessary as a matter of defense or infeasible, the Government of Turkey may, after consultation with the Government of the United States, modify these undertakings to accord with such changed conditions.

- (4) The Government of the United States will, subject to the terms and conditions of any applicable United States legislation, furnish to the Government of Turkey such production, maintenance or repair equipment, and technical advice, as may be mutually arranged as provided in paragraph (5) hereof.
- (5) In carrying out the Facilities Assistance Program, our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific projects involved, which will set forth the nature and amounts of the contributions to be made by the Government of the United States and the Government of Turkey, the description and purpose of the facilities to be established, and other appropriate details. Such arrangements may include provisions for the procurement of equipment to be furnished by the United States Government from the Government of Turkey under the offshore procurement program, and the transfer of such equipment to the Government of Turkey in accordance with the provisions of the Agreement On Aid to Turkey.

I propose that if these understandings meet with the approval of the Government of Turkey, the present note and your Excellency's note in reply shall be considered as constituting a confirmation of the above-mentioned arrangements between our two Governments.

Foy D. KOHLER
Charge d'Affaires ad interim

His Excellency
ADNAN MENDERES,
President of the Council of Ministers and
Acting Minister of Foreign Affairs,
Ankara, Turkey.

The Turkish Secretary General of the Ministry of Foreign Affairs
to the American Chargé d'Affaires ad interim

TÜRKİYE CUMHURİYETİ
HARİCİYE VEKÂLETİ¹

EKO/MDAP (3) 1870

ANKARA, April 25, 1955

MR. CHARGÉ D'AFFAIRES

I have the honor to acknowledge receipt of your Note No. 1335 of April 25, 1955, which reads as follows:

¹ Republic of Turkey
Ministry of Foreign Affairs

"Excellency:

I have the honor to refer to discussions between representatives of our two Governments concerning a special program of facilities assistance by the Government of the United States to the Government of Turkey to be carried out in accordance with the principle and conditions set forth in the Agreement On Aid To Turkey between our two Governments, dated 12 July 1947, as supplemented by an exchange of notes dated 7 January 1952, and such other applicable agreements as may be in force between our two Governments. The purpose of this program is to increase the Capacity of Turkey to produce, maintain or repair ammunition and ammunition components, such increased capacity being urgently needed for the mutual defense of the North Atlantic Treaty countries.

As a result of these discussions, the following understandings were arrived at:

- (1) The Government of Turkey undertakes that in connection with the facilities assistance to be furnished by the United States:
 - (a) It will not discriminate in the sale of ammunition and ammunition components produced, maintained or repaired in facilities for which the Government of the United States has provided assistance, or in the charges for repair, renovation and maintenance services in connection therewith, against any other North Atlantic Treaty country in terms of the price charged, the quality made available, or delivery dates.
 - (b) It will maintain the additional facilities made available through United States assistance so that they will be in a condition to produce, maintain or repair ammunition and ammunition components promptly when they may be required for urgent purposes of mutual defense; but pending such time, equipment furnished by the United States and such additional facilities may be used for other purposes, provided such use will not interfere with the ready availability of such equipment and facilities for the production, maintenance or repair of ammunition and ammunition components when required for urgent purposes of mutual defense.
 - (c) It will furnish all of the land, buildings, equipment, materials and services required for the additional facilities, except for the equipment and technical advice to

be furnished by the Government of the United States, and will take whatever measures are required to accomplish the increase in facilities envisaged in the program.

- (2) It is mutually understood that the appropriation of funds by the United States Congress for the Facilities Assistance Program was for the purpose of assisting in the creation of a net addition to European ammunition and ammunition components production, maintenance or repair capacity. In furtherance of this purpose, The Government of Turkey undertakes that, in addition to the new facilities provided for hereunder, it will maintain or cause to be maintained in usable condition a total capacity for the production, maintenance or repair of ammunition and ammunition components, which shall be not less than the aggregate of that now existing and that already programmed for construction in Turkey, whether under private or public ownership.
- (3) The undertakings in paragraph 1 (b) and in paragraph 2 with respect to the maintenance of facilities are subject to the understanding that should changed conditions make continued compliance with these undertakings either unnecessary as a matter of defense or infeasible, the Government of Turkey may, after consultation with the Government of the United States, modify these undertakings to accord with such changed conditions.
- (4) The Government of the United States will, subject to the terms and conditions of any applicable United States legislation, furnish to the Government of Turkey such production, maintenance or repair equipment, and technical advice, as may be mutually arranged as provided in paragraph (5) hereof.
- (5) In carrying out the Facilities Assistance Program, our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific projects involved, which will set forth the nature and amounts of the contributions to be made by the Government of the United States and the Government of Turkey, the description and purpose of the facilities to be established, and other appropriate details. Such arrangements may include provisions for the procurement of equipment to be furnished by the United States Government from the Government of Turkey under the offshore procurement program, and the transfer of such equipment

to the Government of Turkey in accordance with the provisions of the Agreement On Aid To Turkey.

I propose that if these understandings meet with the approval of the Government of Turkey, the present note and your Excellency's note in reply shall be considered as constituting a confirmation of the above-mentioned arrangements between our two Governments."

I have the honor to confirm that the above mentioned understandings meet with the approval of the Turkish Government.

Please accept Mr. Chargé d'Affaires, the assurances of my highest consideration.

M NURI BIRGI

Mr. Foy D. KOHLER
Chargé d'Affaires
a. i. of the United States
Embassy
Ankara

The American Embassy to the Turkish Ministry of Foreign Affairs

AIDE-MEMOIRE

In presenting Note No. 1335 of April 25, 1955 to the Director General of the Ministry's Office for NATO [¹] Affairs, the Embassy's Economic Counselor conveyed the following supplementary information with reference to paragraph (2) of that Note: It is the understanding of our two Governments that in interpreting paragraph (2) the words ". . . total capacity for the production, maintenance or repair of ammunition and ammunition components, which shall be not less than the aggregate of that now existing and that already programmed for construction in Turkey, whether under private or public ownership.", shall be construed to mean exclusively the capacity of MKEK [²] which presently exists and that which is presently programmed for construction.

AMERICAN EMBASSY,
Ankara, April 25, 1955.

¹ North Atlantic Treaty Organization.

² "Makina ve Kimya Endüstrisi Kurum," which in translation reads: "Establishment for Mechanical and Chemical Industries."

PERU

Technical Cooperation

*Agreement signed at Lima April 30, 1955;
Entered into force April 30, 1955.*

TIAS 3244
Apr. 30, 1955

AGREEMENT

FOR A COOPERATIVE PROGRAM OF IRRIGATION,
TRANSPORTATION AND INDUSTRY
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF PERU

The Government of the United States of America and the
Government of the Republic of Peru

Have agreed as follows:

ARTICLE I. THE OPERATING AGENCIES.

Pursuant to the General Agreement for Technical Cooperation
between the Government of the United States of America and the
Government of the Republic of Peru signed at Lima on January 25,
1951, as subsequently modified and supplemented, a cooperative
program of irrigation, transportation and industry shall be in-
itiated in Peru. The obligations assumed herein by the Govern-
ment of the United States of America will be performed by it

TIAS 2772.
4 UST 132.

through the Foreign Operations Administration (hereinafter referred to as the "Administration"). The obligations assumed herein by the Government of the Republic of Peru will be performed by it through its Ministry of Public Works and Development (hereinafter referred to as the "Ministry"). The Administration may carry out its obligations under this Agreement through The Institute of Inter-American Affairs. The obligations assumed herein by the Administration and the Ministry may be performed, respectively, by the Administration and the Ministry, any successor to either of those agencies, or any other agency designated for the purpose by the Government of the United States or the Government of the Republic of Peru. The Administration and the Ministry may secure the assistance of other public and private agencies in discharging their respective obligations under this Agreement. The Administration and the Ministry shall participate jointly in all phases of the planning and administration of the cooperative program. This Agreement and all activities carried out pursuant to it shall be governed by the provisions of the General Agreement for Technical Cooperation, as modified and supplemented.

ARTICLE II. PURPOSE AND SCOPE OF THE COOPERATIVE PROGRAM.

1. The immediate purposes of this cooperative program are:
 - (a) to demonstrate the economic feasibility and utility of furnishing in Peru, through a central source, engineering and economic consultation and similar services in the development of irrigation, road transportation and industry as a means of

facilitating and supplementing private activities in these fields; and (b) to provide training in the technical and management skills required in furnishing consultation and similar services on this basis, all with a view to providing a basis whereby the Government of Peru or some other public or private agency of Peru may undertake the furnishing of such services on a permanent basis.

2. This cooperative program may include, to the extent that the parties from time to time agree thereon, activities of the following types:

a. Preparing preliminary overall technical studies in connection with prospective projects for the development of irrigation, road transportation or industry for which financing is available, or may reasonably be expected to become available, from public or private organizations. The purpose of such preliminary studies will be to provide a basis upon which prospective financing organizations or other agencies may contract for the preparation of detailed economic analyses and engineering studies and plans on such development projects. It is intended that, to the maximum extent feasible, such preliminary studies will be carried out under arrangements whereby the costs of such preliminary studies will be reimbursed by the financing organizations or by other appropriate agencies.

b. Providing economic and engineering consultation and similar services in the planning and carrying out of projects for the development of irrigation, road transportation and

industry in Peru. Such services may be provided in connection with development projects carried out by individuals, communities, or other public or private organizations where the project will significantly promote economic development in Peru but where, because of the limited size of the development project or for similar reasons, such services cannot reasonably be obtained from qualified private contractors equipped to carry out the project effectively and economically. Such services may be provided without reimbursement in the case of development projects to be carried out by communities on a self-help basis. In the case of other such development projects these services will be furnished under arrangements whereby the costs of the services will be reimbursed by the financing organizations or by other appropriate agencies.

c. Related activities in the fields of irrigation, transportation and industry.

ARTICLE III. THE COOPERATIVE SERVICE.

There is hereby established within the Ministry the COOPERATIVE SERVICE FOR IRRIGATION, ROADS AND INDUSTRY (hereinafter referred to as the "Cooperative Service"). The Cooperative Service shall be an agency of the Government of the Republic of Peru and may administer projects in this cooperative program in accordance with the provisions of this Agreement. The Director of the United States Operations Mission to Peru or any successor official (hereinafter referred to as the "USOM Director"), or his designee, shall serve as the Director of the

Cooperative Service (hereinafter referred to as the "Director"), it being understood that any designation hereunder shall be subject to concurrence by the Minister of Public Works and Development (hereinafter referred to as the "Minister"). United States personnel (as described in Article V, paragraph 1) may become officers or employees of the Cooperative Service under such arrangements as may be agreed upon by the Director and the Minister or his designee.

ARTICLE IV. PROJECT OPERATION.

1. The cooperative program herein provided for shall consist of a series of projects to be jointly planned and administered by the Director and the Minister or his designee. Each project shall be embodied in a written project agreement which shall be signed by the Director and the Minister or his designee, and, where additional firm obligations are assumed by either party or where otherwise appropriate, shall also be signed by the USOM Director or his designee. Each project agreement shall define the work to be done, shall, as necessary, make allocations of funds therefrom funds of the Cooperative Service, and may contain such other matters as the parties may desire to include. Project agreements may be entered into with other national, departmental and local governmental agencies in Peru to provide for the administration of projects by such other agencies.

2. Upon completion of any project, a Completion Report shall be drawn up and signed by the Director and the Minister or his designee which shall provide a record of the objectives sought to

be achieved, the work done, the expenditures made, the problems encountered and the results achieved.

3. The general policies and administrative procedures that are to govern the cooperative program, the carrying out of projects and the operations of the Cooperative Service, such as the disbursement of and accounting for funds, the incurrence of obligations of the Cooperative Service, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Cooperative Service and the terms and conditions of their employment, and all other administrative matters, shall be determined by the Director and the Minister or his designee.

4. All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be executed in the name of the Cooperative Service and shall be signed by the Director. The books and records of the Cooperative Service relating to the cooperative program shall be open at all times, during the terms of this Agreement and three years thereafter, for examination by authorized representatives of the Government of the Republic of Peru and the Government of the United States. Either party may at any time during the term of this Agreement observe any operations conducted under, and inspect any properties procured by the Cooperative Service under this Agreement. The Director shall, when requested by either party, render to such party an annual report of the activities of the Cooperative Service, and shall submit other reports at

such intervals as may be appropriate.

5. It is understood that, in the event that the Cooperative Service is required to be represented before any judicial body or governmental agency, United States personnel (as described in Article V, paragraph 1) shall not be required to appear for purposes of such representation and that the Ministry shall, as necessary, arrange for such representation.

6. Any power conferred by this Agreement upon the Director or the Minister may be delegated by either of them to any of their respective assistants. Such delegation shall not limit the right of either of them to refer any matter directly to the other for discussion and decision.

ARTICLE V. UNITED STATES PERSONNEL.

1. The Administration will make available funds to pay the costs of furnishing, in accordance with project agreements executed pursuant to paragraph 1 of Article VIII or other arrangements between the two parties, the services of technicians to collaborate in carrying out the cooperative program. The Administration will also pay the costs of assigning administrative and technical support personnel necessary in conducting the activities of the Administration under this Agreement, the number and type of such personnel to be determined by the Administration. All personnel assigned in Peru pursuant to this paragraph shall be selected or approved by the Administration and shall be subject to acceptance by the Government of the Republic of Peru. Funds

made available by the Administration for purposes of this paragraph shall, unless otherwise specified in the applicable project agreement, be administered directly by the Administration. (The technicians and administrative and technical support personnel whose services are financed pursuant to this paragraph, including United States Government employees, and employees of organizations under contract with, or individuals under contract with, the Government of the United States, the Government of the Republic of Peru, or any agency authorized by the Government of the Republic of Peru, shall hereinafter be referred to as "United States personnel").

2. United States personnel assigned in Peru hereunder shall, except as may otherwise be specified by the Administration, be members of the United States Operations Mission to Peru which is headed by the USOM Director. All United States personnel assigned in Peru hereunder shall be under the general direction of the USOM Director.

ARTICLE VI. JOINT CONTRIBUTIONS OF FUNDS.

1. In addition to the contributions provided for in paragraph 1 of Article V, the Administration shall deposit to the credit of the Cooperative Service for the period from the date of entry into force of this Agreement through December 31, 1955 the sum of One Hundred Thousand Dollars (\$100,000) in currency of the United States. This deposit shall be made according to the following schedule of installments:

On or before May 15, 1955 \$12,500.00

A sum of \$12,500.00 on or before
the fifteenth day of each suc-
ceeding month, including December
15, 1955, which monthly payments
will aggregate 87,500.00

Total.... \$100,000.00

2. The Ministry shall deposit to the credit of the Cooperative Service for the period from the date of entry into force of this Agreement through December 31, 1955, the sum of Two Million Soles (\$2,000,000) in currency of the Republic of Peru. This deposit shall be made according to the following schedule of installments:

On or before May 15, 1955 \$250,000.00

A sum of \$250,000.00 on or before
the fifteenth day of each suc-
ceeding month, including December
15, 1955, which monthly payments
will aggregate 1,750,000.00

Total.... \$2,000,000.00

3. The two parties may later contribute additional funds to the program pursuant to arrangements entered into by the Minister and the USOM Director or their designees, or by other authorized representatives of the two parties. The provisions of this Agreement shall be applicable to any such future financial contributions.

4. With respect to contributions to be deposited to the credit of the Cooperative Service, it is intended that such deposits will, ordinarily, be made by the two parties in installments

at the same times and in proportionally equivalent amounts. Each installment deposited to the credit of the Cooperative Service by either of the parties shall be available for withdrawal or expenditure only after the corresponding agreed installment of the other party has been deposited. Funds deposited by either party and not matched by the corresponding agreed deposit of the other party shall be returned to the contributing party prior to the distribution provided for in paragraph 5 of Article IX of this Agreement.

5. The funds contributed pursuant to paragraphs 1, 2 and 3 of this Article VI shall be available for the procurement of supplies, materials and equipment, for obtaining additional technicians and other services by employment or contract, and for any other needs of the program.

6. Funds deposited to the credit of the Cooperative Service may be maintained in such bank or banks as may be agreed upon by the Director and the Minister or his designee and shall be available only for the purposes of this Agreement.

ARTICLE VII. MINISTRY CONTRIBUTIONS IN KIND.

1. In addition to the contributions of funds by the Ministry pursuant to Article VI, the Ministry, as may be specified in project agreements or as may otherwise be required (in addition to the commodities and service obtained pursuant to paragraph 3 of Article VI) for carrying out the cooperative program, will, at its own expense, provide supplies, equipment and facilities,

and make available the services of technical and other personnel to collaborate with United States personnel in carrying out the cooperative program.

2. The Ministry will, to the extent that it is able to do so, provide office space and office equipment and facilities as required for the cooperative program.

3. The Ministry will arrange for the cooperation and general assistance of other governmental and private agencies in Peru for carrying out the cooperative program.

ARTICLE VIII. PARTICIPATION OF OTHER AGENCIES.

The projects to be undertaken under this Agreement may include cooperation with national, departmental and local governmental agencies in Peru, as well as with organizations of a public or private character in Peru and in the United States, and international organizations of which the United States and Peru are members. By agreement between the Director and Minister or his designee, contributions of funds, property, services or facilities by either or both parties, or by any such third parties, may be accepted by the Cooperative Service for use in effectuating the cooperative program, in addition to the contributions provided for under Articles V, VI, and VII.

ARTICLE IX. ADDITIONAL FISCAL PROVISIONS.

1. All funds deposited to the credit of the Cooperative Service pursuant to this Agreement shall continue to be available for the cooperative program during the existence of this Agreement

without regard to annual periods or fiscal years of either of the parties.

2. Title to all materials, equipment and supplies acquired for the Cooperative Service by either party with funds contributed to the Cooperative Service but withheld from deposit to the credit of the Cooperative Service shall, unless otherwise agreed by the Director and the Minister or his designee, pass to the Cooperative Service at the time such title is relinquished by the Seller. Property acquired by the Cooperative Service shall be used only in the furtherance of this Agreement and any such property remaining at the termination of this cooperative program shall be at the disposition of the Ministry which, it is understood, will continue to use such property in a manner which will further the objectives sought in carrying out this Agreement.

3. Income from operations of the Cooperative Service, interest received on funds of the Cooperative Service, and any other increment of assets of the Cooperative Service, of whatever nature or source, shall be devoted to the carrying out of the cooperative program and shall not be credited against any contribution due from either party.

4. Funds deposited by the Administration to the credit of the Cooperative Service shall be convertible into Soles at the highest rate which, at the time the conversion is made, is not unlawful in Peru.

5. Any funds of the Cooperative Service which remain

unexpended and unobligated on the termination of the cooperative program shall, unless otherwise agreed upon in writing by the parties hereto at the time, be returned to the parties hereto in the proportion of the respective contributions made by the Administration and the Ministry under this Agreement as it may, from time to time, be amended and extended.

ARTICLE X. RIGHTS AND EXEMPTIONS.

1. The Government of the Republic of Peru will extend to the Cooperative Service and to all personnel employed by the Cooperative Service, all rights and privileges which are enjoyed by other agencies of the Ministry or by their personnel. Such rights and privileges, so far as they pertain to communications, transportation, and exemption from taxes, imposts and stamp taxes, shall also accrue to the Administration and public and private agencies financed by the Administration and to United States personnel with respect to operations which are related to and property which is used for this cooperative agreement.

2. Supplies, equipment and materials directly contributed to the cooperative program by the Administration or furnished through a public or private organization financed by the Administration shall be admitted into Peru free of any customs and import duties.

3. All United States personnel present in Peru pursuant to this Agreement (other than citizens or residents of Peru), shall be exempt from income and social security taxes levied under the laws of Peru with respect to income upon which they are obligated

to pay income or social security taxes to the Government of the United States, from property taxes on personal property intended for their own use, and, except as may subsequently be otherwise agreed, from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families.

4. The two Governments will establish procedures whereby the Government of the Republic of Peru will so deposit, segregate or assure title to all funds allocated to or derived from this cooperative program that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation or government.

ARTICLE XI. SOVEREIGN IMMUNITY.

The parties declare their recognition that agencies and corporate instrumentalities of the Government of the United States engaged in activities in Peru pursuant to this Agreement are entitled to share fully in all the privileges and immunities, including immunity from suit in the courts of Peru, which are enjoyed by the Government of the United States.

ARTICLE XIII. LEGISLATIVE AND EXECUTIVE ACTION.

The Government of the Republic of Peru will endeavor to obtain the enactment of such legislation and will take such executive action as may be required to carry out the terms of this Agreement.

ARTICLE XIII. ENTRY INTO FORCE AND DURATION.

This Agreement may be referred to as the Cooperative Irrigation, Transportation and Industry Program Agreement. It shall enter into force on the date on which it is signed, and shall remain in force through June thirty, nineteen hundred and sixty, or until thirty days after either Government shall have given notice in writing to the other of intention to terminate it, whichever is earlier; provided, however, that the obligations of the parties under this Agreement after June 30, 1955 shall be subject to the availability of appropriations to both parties for the purposes of the program and to the further agreement of the parties pursuant to Article VI, paragraph 3 hereof.

Done in duplicate, in the English and Spanish languages, at Lima, this thirtieth day of April, nineteen hundred and fifty-five.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

CLARE H. TIMBERLAKE
Charge d'Affaires, a. i.

J R NEALE
Director, United States Operations Mission to Peru

[SEAL]

FOR THE GOVERNMENT OF PERU:

D. F. AGUILAR
Minister of Foreign Affairs

F NORIEGAL
Minister of Public Works and Development

[SEAL]

ACUERDO
PARA UN PROGRAMA COOPERATIVO
DE
IRRIGACION, VIAS DE COMUNICACION, E INDUSTRIAS
ENTRE
EL GOBIERNO DE LA REPUBLICA DEL PERU
Y
EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

El Gobierno de la República del Perú y el Gobierno de los Estados Unidos de América

Han acordado lo siguiente:

ARTICULO I. LAS DEPENDENCIAS PARTICIPANTES.

En virtud del Convenio General sobre Cooperación Técnica entre el Gobierno de la República del Perú y el Gobierno de los Estados Unidos de América, suscrito en Lima, a los veinticinco días del mes de enero de mil novecientos cincuentauno, y posteriores modificaciones y ampliaciones, se iniciará en el Perú un programa cooperativo de irrigación, vías de comunicación e industrias. Las obligaciones que asume según el presente Acuerdo el Gobierno de los Estados Unidos de América se harán efectivas por intermedio de la Administración de Operaciones Extranjeras, (que más adelante se denominará la "Administración"). Las obligaciones que asume según el presente Acuerdo el Gobierno de la República del Perú se harán efectivas por intermedio de su Ministerio de Fomento y Obras Públicas (que más adelante se denominará el "Ministerio"). La Administración puede cumplir las obligaciones pactadas en el presente Acuerdo, por intermedio del Instituto de

Asuntos Inter-americanos. Las obligaciones que la Administración y el Ministerio asumen bajo el presente Acuerdo pueden ser cumplidas, respectivamente, por la Administración y el Ministerio, cualquier organismo sucesor de una u otra de esas dependencias, o cualquiera otra dependencia designada para ese objeto por el Gobierno de los Estados Unidos o el Gobierno de la República del Perú. El Ministerio y la Administración podrán procurarse ayuda de otras entidades públicas o privadas en el cumplimiento de sus respectivas obligaciones señaladas en el presente Acuerdo. La Administración y el Ministerio participan conjuntamente en todas las fases del planeamiento y administración del programa cooperativo. Este Acuerdo y todas las actividades que se lleven a cabo de conformidad con él, se regirán por las disposiciones del Convenio General sobre Cooperación Técnica y sus posteriores modificaciones y ampliaciones.

ARTICULO II. FINALIDAD Y RADIO DE ACCION DEL
PROGRAMA COOPERATIVO.

A. Las finalidades inmediatas del presente programa cooperativo son: (a) demostrar la factibilidad y utilidad económicas de proporcionar en el Perú a través de un organismo central, servicios de consulta en materia de ingeniería y economía y otros servicios similares para el fomento de la irrigación, de vías de comunicación, e industrias, con miras a facilitar y complementar las actividades privadas en estos campos de actividad; y (b) proveer lo necesario para la capacitación individual en prácticas de índole técnica y administrativa que se requieren para los servicios de consulta y otros similares que puedan prestarse sobre dicha base; todo esto con el propósito de proveer una base que permita al Gobierno del Perú, o a alguna otra entidad pública o privada del Perú, encargarse del suministro de dichos servicios en forma permanente.

B. Este programa cooperativo podrá abarcar, en la medida que las partes convengan cada cierto tiempo, los siguientes tipos de actividades:

1. La realización de estudios técnicos preliminares de carácter general en relación con posibles proyectos de fomento de irrigación, vías de comunicación, e industrias, para los cuales exista fondos disponibles o una razonable expectativa de disponibilidad de dichos fondos

provenientes de entidades públicas o privadas. El objeto de estos estudios preliminares será el de ofrecer una base sobre la cual posibles entidades financieras u otras dependencias puedan contratar la formulación de análisis económicos detallados y de estudios de ingeniería y planos correspondientes a dichos proyectos de fomento. Se tiene el propósito de que, en la medida de lo que sea factible, estos estudios preliminares se lleven a cabo bajo arreglos que establezcan el reembolso de los costos respectivos por parte de las entidades financieras u otras dependencias a quienes corresponda.

2. Prestación de servicios de consulta en materia de economía e ingeniería y otros servicios similares, para el planeamiento y la ejecución de proyectos de fomento de irrigación, vías de comunicación, e industrias en el Perú. Dichos servicios podrán proporcionarse en relación con proyectos de fomento que lleven a cabo individuos, comunidades u otras entidades públicas o privadas cuando sean proyectos que en forma significativa impulsen el desarrollo económico del Perú, pero para los cuales, por su reducida magnitud u otras razones similares, no puedan obtenerse dichos servicios de contratistas privados, calificados con los medios necesarios para llevarlos a cabo eficaz y económicamente. Dichos servicios podrán suministrarse sin exigir reembolso alguno cuando se trate de proyectos de fomento que serán llevados a cabo por comunidades sobre la base de ayuda a sí mismo. En el caso de otros proyectos de fomento, se prestarán estos servicios según arreglos que establezcan el reembolso de los costos respectivos por parte de las entidades financieras u otras dependencias a quienes corresponda.

3. Actividades conexas en los ramos de irrigación, vías de comunicación, e industrias.

ARTICULO III. EL SERVICIO COOPERATIVO.

Por el presente Acuerdo queda establecido en el Ministerio, el SERVICIO COOPERATIVO DE IRRIGACION, VIAS DE COMUNICACION, E INDUSTRIAS (que más adelante se denominará el "Servicio Cooperativo"). El Servicio Cooperativo será una dependencia del Gobierno de la República del Perú y podrá administrar los proyectos de este programa cooperativo, de conformidad con las disposiciones del presente Acuerdo. El Director de la Misión de Operaciones de los Estados Unidos en el Perú, o cualquier funcionario sucesor (a quien más adelante se denominará el

"Director de la USOM"), o la persona que él designe, actuará como Director del Servicio Cooperativo (a quién más adelante se denominará el "Director"), quedando entendido que cualquiera designación que se hiciere estará sujeta a la conformidad del Ministro de Fomento y Obras Públicas (a quién más adelante se denominará el "Ministro"). Miembros del personal norteamericano (de conformidad con el Art. V, inciso 1) podrán convertirse en funcionarios o empleados del Servicio Cooperativo, según acuerdo a que se llegue entre el Director y el Ministro, o la persona que éste designe.

ARTICULO IV. FUNCIONAMIENTO DE LOS PROYECTOS.

1. El programa cooperativo que por el presente se establece, constará de una serie de proyectos que serán planeados y administrados conjuntamente por el Director y el Ministro, o la persona que éste designe. Cada proyecto será formulado en un acuerdo escrito, firmado por el Director y el Ministro, o la persona que éste designe, y cualquiera otra obligación adicional definida que asuma cualquiera de las dos partes, así como otros casos pertinentes, serán también materia de firma por el Director de la USOM, o la persona que éste designe. Cada uno de estos acuerdos determinará el trabajo por realizarse, asignará los fondos correspondientes, según sea necesario, de los fondos del Servicio Cooperativo, y podrá incluir cualesquier otros puntos que las partes contratantes deseen involucrar. Podrán celebrarse acuerdos de proyecto con otras dependencias gubernamentales del Perú, ya sean de carácter nacional, departamental o local, para la administración de dichos proyectos por las referidas dependencias.

2. A la terminación de los trabajos comprendidos en cualquier proyecto se formulará y será firmado por el Director y el Ministro, o la persona que éste designe, un Memorándum de Cumplimiento de Proyecto, el cual indicará los objetivos perseguidos, la labor realizada, los gastos efectuados, los problemas que se hubieran presentado y los resultados obtenidos.

3. La política general y los procedimientos administrativos que regirán el programa cooperativo, la realización de proyectos, y las operaciones del Servicio Cooperativo, tales como el desembolso y contabilización de fondos, el asumir obligaciones del Servicio Cooperativo, la compra, uso, inventario, control y disposición de bienes, el

nombramiento y separación de funcionarios y otro personal del Servicio Cooperativo, y los términos y condiciones de su empleo, así como todos los otros asuntos de carácter administrativos, serán determinados por el Director y el Ministro o la persona que éste designe.

4. Todos los contratos, y otros instrumentos y documentos relacionados con la realización de proyectos comprendidos en este Acuerdo se extenderán en nombre del Servicio Cooperativo y serán firmados por el Director. Los libros y registros del Servicio Cooperativo relativos al programa cooperativo podrán en todo momento ser revisados por los representantes debidamente autorizados tanto del Gobierno de la República del Perú como del Gobierno de los Estados Unidos, durante el plazo del presente Acuerdo y hasta tres años después. Cualquiera de las dos partes podrá en cualquier momento durante la vigencia del presente Acuerdo, observar cualesquiera actividades que se lleven a cabo en virtud del mismo, e inspeccionar cualquiera de los bienes adquiridos por el Servicio Cooperativo como resultado del presente Acuerdo. El Director, a pedido de cualquiera de las dos partes contratantes, rendirá un informe anual sobre las actividades del Servicio Cooperativo, y presentará otros informes a intervalos convenientes.

5. Se tiene entendido que, en el caso de que el Servicio Cooperativo necesitara ser representado ante un tribunal de justicia o dependencia gubernamental, no se exigirá al personal norteamericano presentarse para los fines de dicha representación (en conformidad con el Art. V, inciso 1) y el Ministerio, dispondrá lo conveniente en ese sentido de acuerdo a la necesidad.

6. Cualquiera atribución conferida por el presente Acuerdo, ya sea al Director o al Ministro, podrá ser delegada por cualquiera de ellos a cualquiera de sus respectivos asistentes. Dicha delegación no perjudicará el derecho de ninguno de ellos para someter cualquier asunto directamente a la otra parte a fin de discutirlo y decidirlo.

ARTICULO V. PERSONAL DE LOS ESTADOS UNIDOS.

1. La Administración proporcionará fondos para cubrir los gastos que demandará el suministrar, en cumplimiento de los acuerdos de proyectos a que se contrae el inciso 1 del Artículo VIII u otros arreglos entre las dos partes contratantes, los servicios de técnicos que

colaboren en la realización del programa cooperativo. La Administración también asumirá los gastos que demande la asignación del personal que se requiera para dar soporte administrativo y técnico para la conducción de sus actividades establecidas en el presente Acuerdo, determinando la Administración el número y tipo de dicho personal. Todo el personal asignado al Perú en virtud del presente inciso será seleccionado y aprobado por la Administración y estará sujeto a la aceptación del Gobierno de la República del Perú. Los fondos que proporcione la Administración para los fines establecidos en el presente inciso, serán administrados, salvo que se establezca lo contrario en el acuerdo de proyecto pertinente, directamente por la Administración. (Los técnicos y el personal que deberán dar soporte administrativo y técnico, cuyos servicios se pagarán de acuerdo con el presente inciso, inclusive los empleados del Gobierno de los Estados Unidos, así como los empleados de organismos que tengan celebrados contratos ya sea con el Gobierno de los Estados Unidos, el Gobierno de la República del Perú, o con cualquiera otra dependencia autorizada por el Gobierno de la República del Perú; o las personas que individualmente tengan celebrados dichos contratos; se denominarán en adelante el "personal de los Estados Unidos").

2. El personal de los Estados Unidos asignado al Perú en virtud del presente Acuerdo, salvo que la Administración determine en otra forma, serán miembros de la Misión de Operaciones Extranjeras en el Perú, dirigida por el Director de la USOM. Todo el personal de los Estados Unidos asignado al Perú en virtud del presente Acuerdo estará bajo la dirección general del Director de la USOM.

ARTICULO VI. APORTES DE FONDOS EN COMUN.

1. Además de las contribuciones establecidas en el inciso 1 del Artículo V, la Administración depositará al crédito del Servicio Cooperativo durante el período que empieza en la fecha en que entra en vigencia el presente Acuerdo y hasta el 31 de Diciembre de 1955, la suma de \$100,000.00 (Cien Mil Dólares) en moneda de los Estados Unidos de América. Este depósito se efectuará de acuerdo con la siguiente escala de pagos:

El 15 de Mayo de 1955, o antes, \$12,500.00

La suma de \$12,500.00 el décimo-quinto día de cada mes subsiguiente, o antes hasta el quince de Diciembre de 1955 inclusive, cuyos pagos ascenderán a la suma total de

87,500.00

Total: \$100,000.00

2. El Ministerio depositará al crédito del Servicio Cooperativo durante el período que empieza en la fecha en que entra en vigencia el presente Acuerdo y hasta el 31 de Diciembre de 1955, la suma de S/.2,000.000 (Dos Millones de Soles) en moneda de la República del Perú. Este depósito se efectuará de acuerdo con la siguiente escala de pagos:

El 15 de Mayo de 1955, o S/.
antes, 250,000.00

La suma de S/.250,000.00 el décimo-quinto día de cada mes subsiguiente, o antes, hasta el quince de Diciembre de 1955, inclusive, cuyos pagos ascenderán a la suma total de

1,750,000.00

Total: S/. 2,000,000.00

3. Las dos partes contratantes podrán más tarde aportar fondos adicionales para el programa, en virtud de acuerdos entre el Ministro y el Director de la USOM, o las personas que designen, u otros representantes autorizados de las dos partes contratantes. Las disposiciones del presente Acuerdo serán aplicables a cualesquier aportes económicos que se efectúen en el futuro.

4. Con respecto a los aportes que se depositarán al crédito del Servicio Cooperativo, se tiene el propósito que dichos depósitos se efectúen, de ordinario, al mismo tiempo y en sumas proporcionalmente equivalentes por las dos partes contratantes. Cada depósito efectuado al crédito del Servicio Cooperativo por cualquiera de las dos partes contratantes podrá ser utilizado o gastado sólo después de haberse realizado el correspondiente depósito convenido de la otra parte contratante. Los fondos depositados por cualquiera de las

partes se devolverán a la parte contribuyente antes de efectuarse la distribución a que se contrae el inciso 5 del Artículo IX del presente Acuerdo, si el depósito correspondiente de la otra parte no se hubiera efectuado.

5. Los fondos aportados en virtud de los incisos 1, 2 y 3 del presente Artículo VI se hallarán disponibles para la adquisición de útiles, materiales y equipo; para contratar técnicos adicionales y otros servicios permanentes o a contrato; y para cualesquiera otras necesidades del programa.

6. Los fondos depositados al crédito del Servicio Cooperativo podrán mantenerse en el Banco o Bancos que elijan el Director y el Ministro o la persona que éste designe, y serán utilizados solamente para los fines de este Acuerdo.

ARTICULO VII. APORTES EN ESPECIE POR EL MINISTERIO.

1. Además de los aportes económicos del Ministerio, estipulados en el Artículo VI, el Ministerio, de acuerdo con lo que pueda estipularse en acuerdos de proyecto o en otra forma necesitarse (en adición a los materiales y servicios que se obtengan de conformidad con el inciso 3 del Artículo VI) para llevar a cabo el programa cooperativo, por su propia cuenta suministrará útiles, equipo y facilidades, y facilitará los servicios de personal técnico y de otra índole a fin de que colaboren con el personal de los Estados Unidos en la ejecución del programa cooperativo.

2. El Ministerio, en la medida de sus posibilidades, proporcionará oficinas, equipos de oficina, y facilidades que sean necesarias para el programa cooperativo.

3. El Ministerio dispondrá lo conveniente para obtener la cooperación y ayuda de otras entidades gubernamentales y privadas del Perú en la conducción del programa cooperativo.

ARTICULO VIII. PARTICIPACION DE OTRAS ENTIDADES.

Los proyectos que se emprenderán en virtud del presente Acuerdo podrán involucrar la cooperación con dependencias de carácter nacional, departamental y local del Gobierno del Perú, así como con organismos de carácter público o privado ya sea del Perú o de los Estados Unidos; y con organizaciones internacionales de las cuales los Estados Unidos y el Perú sean miembros integrantes. Por acuerdo

entre el Director y el Ministro, o la persona que éste designe, los aportes de fondos, bienes, servicios o facilidades de cualquiera de las dos partes contratantes o de ambas partes contratantes, o de alguna de las referidas terceras partes, podrán ser aceptadas por el Servicio Cooperativo para utilizarse en el programa cooperativo, además de los aportes a que se contraen los Artículos V, VI y VII.

ARTICULO IX. DISPOSICIONES FISCALES ADICIONALES.

1. Todos los fondos depositados al crédito del Servicio Cooperativo, en virtud del presente acuerdo, continuarán a disposición del programa cooperativo durante la vigencia de este Acuerdo, sin cesarse a períodos anuales o ejercicios fiscales de cualquiera de las dos partes contratantes.

2. Los títulos de propiedad de todos los materiales, equipo y útiles adquiridos para el Servicio Cooperativo por cualquiera de las dos partes, con fondos aportados para el Servicio Cooperativo, pero no entregados dentro del depósito al crédito del Servicio Cooperativo, pasarán al Servicio Cooperativo en el momento en que estos títulos sean cedidos por el vendedor, salvo que se acuerde de manera distinta por el Director y el Ministro o la persona que éste designe. Los bienes adquiridos por el Servicio Cooperativo se utilizarán únicamente para dar impulso a este Acuerdo, y cualquiera de tales bienes que quedaren al finalizar este programa cooperativo se pondrá a disposición del Ministerio, el cual - se tiene entendido - continuará utilizando los referidos bienes en forma tal que llene los objetivos que se persiguen al llevar a cabo el presente Acuerdo.

3. Los ingresos de las operaciones del Servicio Cooperativo, los intereses que se recauden sobre los fondos del Servicio Cooperativo, y cualquier otro incremento del Activo del Servicio Cooperativo, de cualquier origen o naturaleza, se dedicarán a la realización del programa cooperativo y no podrán abonarse a cuenta de los aportes de ninguna de las dos partes.

4. Los fondos depositados por la Administración al crédito del Servicio Cooperativo serán convertibles a Soles al tipo de cambio más alto que sea lícito en el Perú en el momento de la conversión.

5. Cualquier saldo de los fondos del Servicio Cooperativo no gastado ni gravado a la expiración de este programa cooperativo, salvo

que las partes pacten lo contrario por escrito, deberá ser restituido a las partes contratantes en proporción a los respectivos aportes hechos por la Administración y el Ministerio en cumplimiento del presente Acuerdo y las prórrogas y modificaciones que cada cierto tiempo pudieran pactarse.

ARTICULO X. DERECHOS Y FRANQUICIAS.

1. El Gobierno de la República del Perú otorgará al Servicio Cooperativo y a todo el personal empleado por el Servicio Cooperativo, todos los derechos y franquicias de que gozan las otras dependencias del Ministerio o su personal. Tales derechos y privilegios, en lo referente a comunicaciones, transportes, exoneración de impuestos, tributos y timbres, se otorgarán también a la Administración y al personal de los Estados Unidos respecto a las operaciones que se relacionen con el presente Acuerdo cooperativo, o a los bienes que se empleen en el mismo.

2. Los útiles, equipo, y materiales aportados directamente al Servicio Cooperativo por la Administración o a través de un organismo público o privado financiado por la Administración, serán admitidos en el Perú libres de cualquier derechos aduaneros y de importación.

3. Todo el personal de los Estados Unidos que se encuentre en el Perú en virtud del presente acuerdo (salvo los ciudadanos o residentes del Perú) estará exento del pago de impuestos sobre la renta y contribuciones del seguro social, acotados de conformidad con las leyes del Perú, respecto a la renta sobre la cual están obligados a abonar impuestos a la renta o contribuciones de seguro social al Gobierno de los Estados Unidos; e igualmente del pago de impuestos sobre los bienes muebles destinados a su propio uso, y, salvo lo que pueda acordarse posteriormente en otro sentido, del pago de derechos de aduana y de importación sobre sus efectos personales o domésticos que importen al país para su propio uso y de los miembros de sus familias.

4. Los dos Gobiernos establecerán procedimientos mediante los cuales el Gobierno de la República del Perú depositará, segregará o asegurará el derecho sobre todos los fondos asignados o derivados de este programa cooperativo, de manera que dichos fondos no estarán su-

jatos a controversia, embargo, secuestro y otra medida legal tomada por cualquier persona, firma, agencia, corporación, organización o gobierno.

ARTICULO XI. INMUNIDADES

Las partes declaran reconocer que las agencias y las dependencias fiscalizadas del Gobierno de los Estados Unidos comprometidas en actividades en el Perú en virtud del presente Acuerdo, tienen derecho a participar ampliamente en todos los privilegios e inmunidades, inclusive la inmunidad contra acción judicial en las cortes del Perú, de que goza el Gobierno de los Estados Unidos.

ARTICULO XII. ACCION LEGISLATIVA Y EJECUTIVA.

El Gobierno de la República del Perú se esforzará en que se dicte la legislación y se asegure la acción ejecutiva que pueda requerirse para dar cumplimiento al presente acuerdo.

ARTICULO XIII. VIGENCIA Y DURACION.

Fará hacerse referencia al presente Acuerdo como el "Acuerdo para un Programa Cooperativo de Irrigación, Vías de Comunicación e Industrias". Entrará en vigencia a partir de la fecha en que sea firmado y continuará en vigor hasta el treinta de junio de mil novecientos sesenta o hasta treinta días después de la fecha en que cualquiera de los dos Gobiernos haya notificado, por escrito, al otro Gobierno su intención de darle término, cualquiera que sea la fecha anterior; estableciéndose, sin embargo, que las obligaciones de las partes contratantes bajo este Acuerdo después del 30 de Junio de 1955 se sujetarán a la disponibilidad de fondos que para cumplir con los objetivos de este programa tengan ambas partes contratantes, y al acuerdo posterior entre las partes en conformidad con el inciso 3 del Artículo VI del presente Acuerdo.

Hecho en duplicado en idioma inglés y en duplicado en idioma castellano, en Lima, a los treinta días del mes de Abril de mil novecientos cincuentacinco.

POR EL GOBIERNO DE LA REPUBLICA DEL PERU:

D. F. AGUILAR
Ministro de Relaciones Exteriores

F NORIEGAL
Ministro de Fomento y Obras Públicas

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

CLARE H. TIMBERLAKE
Encargado de Negocios, a. i.

J R NEALE
*Director, Misión de Operaciones Extranjeras de los
Estados Unidos de América en el Perú*

[SEAL]

[SEAL]

TIAS 3244

FEDERAL REPUBLIC OF GERMANY

Surplus Property: Settlement of Obligation of the Federal Republic of Germany

*Agreement effected by exchange of notes
Dated at Washington March 11 and April 14, 1955;
Entered into force April 19, 1955.*

TIAS 3245
Mar. 11 and
Apr. 14, 1955

The Secretary of State to the Charge d'Affaires of the Federal Republic of Germany

The Secretary of State presents his compliments to the Charge d'Affaires of the Federal Republic of Germany and refers to the note of the Diplomatic Mission of August 17, 1954 concurring in a proposal by the Department of State in its note of May 17, 1954 for the final disposition of twelve of the twenty-two claims for damages lodged by third parties against the Federal Republic or its agencies arising from the reacquisition of certain of the surplus property by the United States which had previously been sold by the United States to the Federal Republic. This exchange of notes also envisaged further negotiations between representatives of the two Governments with respect to the remaining ten claims. Meanwhile claims C-15 (Lutes) and C-20 (Kuehn) have been disposed of and so require no further consideration under Articles I and VII of the Surplus Property Payments Agreement.

TIAS 3021.
^b UST, pt. 2, p. 1477.

Further negotiations between representatives of the two Governments have since taken place regarding the remaining claims in a series of meetings held both in Bonn and in Washington. It also was possible in the meantime for representatives of the United States to analyze and study the claims based upon investigations in the United States and the Federal Republic as well as on information supplied by representatives of the Federal Republic. As a result it was possible during the negotiations for the representatives of the United States to inform the representatives of the Federal Republic of the amounts of the deductions from the indebtedness of the Federal Republic specified in Article I of the Surplus Property Payments Agreement of February 27, 1953 which the United States would be prepared to allow as full and

TIAS 2797.
^a UST 925, 926.

final disposition and adjustment between the two Governments in respect of certain of the remaining claims.

The representatives of the Federal Republic took the position during the course of the negotiations that the United States proposal could be accepted only in those cases where the claimants were prepared to accept an amount equivalent to the deduction proposed by the United States in full satisfaction of their claims. It is understood that the representatives of the Federal Republic are now in consultation with the claimants in this regard and that offers of settlement are being submitted to the claimants in such a form as fully to preserve the rights of both Governments in the event of litigation.

Should the Federal Republic find it impossible to accept the proposals of the United States in respect of any of the remaining claims by April 30, 1955, the Government of the United States proposes that such claims be disposed of in the following manner:

1. With regard to any of the claims identified as C-12, C-14, C-16, C-18, C-21 and C-22 in the list attached to the Department's note of May 17, 1954, the following arrangements are proposed:
 - a. The United States Government will receive and administratively process these claims on their merits, without raising a jurisdictional question based on the issue of title.
 - b. The claims will be reviewed and a settlement offer, if warranted, will be made by the United States General Accounting Office, provided that the claimants have not filed suits in German courts in respect of their claims.
 - c. After April 30, 1955 the German Federal Government will refrain from negotiating with any of the claimants for an administrative settlement of the claims.
 - d. The German Federal Government will deposit, upon request from the United States Government, such sum or sums in dollars as may be required to honor the settlement offers formulated by the United States General Accounting Office. These sums will be deposited in a special trust account in the United States Treasury and will be used solely for the purpose of paying off the claimants against certificates issued by the United States General Accounting Office. Any funds not used for this purpose in this account will be returned to the German Federal Government.
 - e. If the claimants accept the awards made by the United States General Accounting Office they will receive payment

therefor from the United States Government, which will make payment from the trust account referred to above, provided, however, that no payment shall be made to any claimant until he has released all claims against the two governments in a form acceptable to both governments.

- f. The German Federal Government agrees that in the event suit is filed in German courts by any of the claimants the United States Government may, if it so desires, participate in any such action by (a) requiring the German Federal Government to plead certain defenses or to appeal, or (b) appearing as a third party defendant in accordance with the German Code of Civil Procedure.
 - g. The United States agrees to allow as a deduction from the indebtedness of the Federal Republic under Article I of the Surplus Property Payments Agreement, the amounts expended by the United States from the sums deposited by the German Federal Government in the special trust account with the Treasury of the United States for settlement of any such claims, and the amounts which have been paid by the German Federal Government in agreement with the United States Government directly to the claimants. In addition, the United States agrees to allow as a similar deduction the costs and judgments paid by the German Federal Government in connection with any litigation against it or its agencies on any other claims in question in which the United States Government has been consulted and afforded the opportunity to participate in accordance with the procedures set forth in the preceding paragraph. Any such deduction in respect of a particular claim shall be reduced by an amount equivalent to the sale price received by the Federal Republic or its agencies for the property involved, except that the application of this sentence to claim C-21 shall be the subject of further discussions between the two governments.
2. With regard to claim C-17, which is pending in the United States Court of Claims and which has also been asserted against the Federal Republic, the Federal Republic will refrain from negotiating with the claimant an administrative settlement of the claim. In the event suit is filed in a German court to enforce the claim, the provisions of subparagraphs (f) and (g) of paragraph 1 above will apply.
 3. The German Federal Government agrees that the United States Government may, if it so desires, participate in the suit

instituted by Cogimex (C-13) by a) requiring the German Federal Government to plead certain defenses or to appeal, or b) appearing as a third party defendant in accordance with the German Code of Civil Procedure. It is clearly understood that the United States will be prepared to accept a final judgment in such a suit as a determination of the liability of the Federal Republic to Cogimex and of the amount of such liability of the Federal Republic and that the determination of the amount, if any, to be allowed to the Federal Republic as a deduction from the amount specified in Article I of the Surplus Property Payments Agreement in respect of the Cogimex claim is to be settled in negotiations between the two governments now pending on such claim.

4. The United States Government agrees to allow a deduction of \$25,000 effective January 1, 1953 from the indebtedness of the Federal Republic specified in Article I of the Surplus Property Payments Agreement as full and final settlement as between the two Governments in respect of any claims of the German Federal Government for administrative expenses of the Treuhand-Abwicklungs-Gesellschaft m.b.H. (TREUAG) which have arisen in the past or may arise in the future in connection with the disposition of the third party claims arising from the reacquisition of certain surplus property by the United States.

If the Government of the Federal Republic of Germany is agreeable to the foregoing proposals, the Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement between our respective Governments concerning the manner in which such claims shall be disposed of effective from the date of the receipt of your note in reply.^[1]

DEPARTMENT OF STATE,
Washington, March 11, 1955.

¹ Apr. 19, 1955

*The Chargé d'Affaires of the Federal Republic of Germany to the
Secretary of State*

DIPLOMATIC MISSION
OF THE
FEDERAL REPUBLIC OF GERMANY
1742-44 R STREET, NORTHWEST
WASHINGTON 9, D. C.

The Chargé d'Affaires of the Federal Republic of Germany presents his compliments to the Secretary of State and has the honor to acknowledge receipt of the Secretary of State's note of March 11, 1955, which reads as follows:

"The Secretary of State presents his compliments to the Chargé d'Affaires of the Federal Republic of Germany and refers to the note of the Diplomatic Mission of August 17, 1954 concurring in a proposal by the Department of State in its note of May 17, 1954 for the final disposition of twelve of the twenty-two claims for damages lodged by third parties against the Federal Republic or its agencies arising from the reacquisition of certain of the surplus property by the United States which had previously been sold by the United States to the Federal Republic. This exchange of notes also envisaged further negotiations between representatives of the two Governments with respect to the remaining ten claims. Meanwhile claims C-15 (Lutes) and C-20 (Kuehn) have been disposed of and so require no further consideration under Articles I and VII of the Surplus Property Payments Agreement."

"Further negotiations between representatives of the two Governments have since taken place regarding the remaining claims in a series of meetings held both in Bonn and in Washington. It also was possible in the meantime for representatives of the United States to analyze and study the claims based upon investigations in the United States and the Federal Republic as well as on information supplied by representatives of the Federal Republic. As a result it was possible during the negotiations for the representatives of the United States to inform the representatives of the Federal Republic of the amounts of the deductions from the indebtedness of the Federal Republic specified in Article I of the Surplus Property Payments Agreement of February 27, 1953 which the United States would be prepared to allow as full and final disposition and adjustment between the two Governments in respect of certain of the remaining claims."

"The representatives of the Federal Republic took the position during the course of the negotiations that the United States proposal could be accepted only in those cases where the claimants

were prepared to accept an amount equivalent to the deduction proposed by the United States in full satisfaction of their claims. It is understood that the representatives of the Federal Republic are now in consultation with the claimants in this regard and that offers of settlement are being submitted to the claimants in such a form as fully to preserve the rights of both Governments in the event of litigation."

"Should the Federal Republic find it impossible to accept the proposals of the United States in respect of any of the remaining claims by April 30, 1955, the Government of the United States proposes that such claims be disposed of in the following manner:

1. With regard to any of the claims identified as C-12, C-14, C-16, C-18, C-21 and C-22 in the list attached to the Department's note of May 17, 1954, the following arrangements are proposed:

- a. The United States Government will receive and administratively process these claims on their merits, without raising a jurisdictional question based on the issue of title.
- b. The claims will be reviewed and a settlement offer, if warranted, will be made by the United States General Accounting Office, provided that the claimants have not filed suits in German courts in respect of their claims.
- c. After April 30, 1955 the German Federal Government will refrain from negotiating with any of the claimants for an administrative settlement of the claims.
- d. The German Federal Government will deposit, upon request from the United States Government, such sum or sums in dollars as may be required to honor the settlement offers formulated by the United States General Accounting Office. These sums will be deposited in a special trust account in the United States Treasury and will be used solely for the purpose of paying off the claimants against certificates issued by the United States General Accounting Office. Any funds not used for this purpose in this account will be returned to the German Federal Government.
- e. If the claimants accept the awards made by the United States General Accounting Office they will receive payment therefore from the United States Government, which will make payment from the trust account referred to above, provided, however, that no payment shall be made to any claimant until he has released all claims against the two governments in a form acceptable to both governments.

- f. The German Federal Government agrees that in the event suit is filed in German courts by any of the claimants the United States Government may, if it so desires, participate in any such action by (a) requiring the German Federal Government to plead certain defenses or to appeal, or (b) appearing as a third party defendant in accordance with the German Code of Civil Procedure.
 - g. The United States agrees to allow as a deduction from the indebtedness of the Federal Republic under Article I of the Surplus Property Payments Agreement, the amounts expended by the United States from the sums deposited by the German Federal Government in the special trust account with the Treasury of the United States for settlement of any such claims, and the amounts which have been paid by the German Federal Government in agreement with the United States Government directly to the claimants. In addition, the United States agrees to allow as a similar deduction the costs and judgments paid by the German Federal Government in connection with any litigation against it or its agencies on any other claims in question in which the United States Government has been consulted and afforded the opportunity to participate in accordance with the procedures set forth in the preceding paragraph. Any such deduction in respect of a particular claim shall be reduced by an amount equivalent to the sale price received by the Federal Republic or its agencies for the property involved, except that the application of this sentence to claim C-21 shall be the subject of further discussions between the two governments.
2. With regard to claim C-17, which is pending in the United States Court of Claims and which has also been asserted against the Federal Republic, the Federal Republic will refrain from negotiating with the claimant an administrative settlement of the claim. In the event suit is filed in a German court to enforce the claim, the provisions of subparagraphs (f) and (g) of paragraph 1 above will apply.
 3. The German Federal Government agrees that the United States Government may, if it so desires, participate in the suit instituted by Cogimex (C-13) by a) requiring the German Federal Government to plead certain defenses or to appeal, or b) appearing as a third party defendant in accordance with the German Code of Civil Procedure. It is clearly understood that the United States will be prepared to accept a final judgment in such

a suit as a determination of the liability of the Federal Republic to Cogimex and of the amount of such liability of the Federal Republic and that the determination of the amount, if any, to be allowed to the Federal Republic as a deduction from the amount specified in Article I of the Surplus Property Payments Agreement in respect of the Cogimex claim is to be settled in negotiations between the two governments now pending on such claim.

4. The United States Government agrees to allow a deduction of \$25,000 effective January 1, 1953 from the indebtedness of the Federal Republic specified in Article I of the Surplus Property Payments Agreement as full and final settlement as between the two Governments in respect of any claims of the German Federal Government for administrative expenses of the Treuhand-Abwicklungs-Gesellschaft m.b.H. (TREUAG) which have arisen in the past or may arise in the future in connection with the disposition of the third party claims arising from the reacquisition of certain surplus property by the United States."

"If the Government of the Federal Republic of Germany is agreeable to the foregoing proposals, the Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement between our respective Governments concerning the manner in which such claims shall be disposed of effective from the date of the receipt of your note in reply."

On behalf of the Government of the Federal Republic of Germany the Chargé d'Affaires has the honor to inform the Secretary of State that the proposals set forth in his note of March 11, 1955 are acceptable and that the Federal Government concurs with the further proposal that said note and this reply shall be considered as constituting an agreement between our respective governments which shall enter into force on the date of the receipt of this reply by the Secretary of State.

WASHINGTON, D. C., April 14, 1955.



SPAIN

Surplus Agricultural Commodities

*Agreement effected by exchange of notes
Signed at Madrid April 20, 1955;
Entered into force April 20, 1955.*

TIAS 3246
Apr. 20, 1955

*The Spanish Minister for Foreign Affairs to the American
Ambassador*

MINISTERIO DE ASUNTOS EXTERIORES

NºM. 292

MADRID, 20 de abril de 1955.

EXCMº. SEÑOR:

MUY SEÑOR MÍO:

Reconociendo que es deseable la expansión del comercio agrícola entre ambos países y entre ellos y otras Naciones amigas de una manera que no desplace los mercados usuales de los Estados Unidos para los productos agrícolas ni perturbe indebidamente los precios mundiales de dichos productos;

considerando que la compra en pesetas de excedentes agrícolas producidos en los Estados Unidos ayudará a alcanzar dicha expansión;

considerando que las pesetas producidas por dichas compras se utilizarán de modo beneficioso para ambos países;

deseando exponer las bases que regulan las ventas de excedentes agrícolas por el Gobierno de los Estados Unidos de América, de conformidad con la Ley de Asistencia y Desarrollo del Comercio Agrícola de 1954, así como las medidas que ambos Gobiernos adoptarán individual y colectivamente para llevar a cabo la expansión del comercio de dichos productos;

Tengo la honra de manifestar que el Gobierno español está conforme en concertar un Acuerdo a los efectos expresados y acepta en consecuencia el texto anejo "Acuerdo sobre productos agrícolas excedentes entre Estados Unidos y España", que deberá considerarse, juntamente con la presente Nota, como constitutivo de un Acuerdo entre los dos Gobiernos.

Aprovecho esta oportunidad, señor Embajador, para expresar a V. E. las seguridades de mi alta consideración.

ALBERTO MARTÍN ARTAJO.

Excmº. señor JOHN DAVIS LODGE
Embajador de los Estados Unidos de América

ACUERDO SOBRE PRODUCTOS AGRICOLAS EXCEDENTES
ENTRE ESTADOS UNIDOS Y ESPAÑA.-

ARTICULO I

VENTA EN PESETAS

1. El Gobierno de los Estados Unidos de América, obtenida la negociación y ejecución de los acuerdos complementarios sobre productos a que se refiere el 2º párrafo de este Artículo, se compromete a financiar a favor de aquellos compradores autorizados por el Gobierno español, la venta en pesetas de los productos agrícolas que hayan sido definidos como excedentes de conformidad con la Ley de Asistencia y de Desarrollo del Comercio Agrícola de 1954.

2. Ambos Gobiernos concluirán acuerdos complementarios que, junto con los términos del presente, se aplicarán a la venta de productos y a los usos de la moneda que resulte de dichas ventas. Los citados acuerdos complementarios incluirán disposiciones relativas a la venta y entrega de productos, fecha y circunstancias del depósito de dicha moneda y otros puntos relevantes. Las disposiciones de dichos acuerdos complementarios se incorporarán a las Autorizaciones de compra emitidas por el Gobierno de los Estados Unidos a reserva de su aceptación por el Gobierno español. Se relacionan en el Anejo A algunos productos con respecto a los cuales se ha llegado a un acuerdo entre ambos Gobiernos.

ARTICULO II

DESTINO DE LA MONEDA LOCAL

1. Los dos Gobiernos convienen que las pesetas producidas a favor del Gobierno de los Estados Unidos de América como consecuencia de las ventas realizadas de conformidad con este Acuerdo se utilizarán por el Gobierno de los Estados Unidos de América para los fines y en la cuantía que a continuación se indica:

a) Para contribuir a sufragar los gastos de los Estados Unidos en España, incluyendo: el desarrollo de nuevos mercados para los productos agrícolas de Estados Unidos, la financiación de las actividades de intercambio internacional de estudiantes y el pago de otras obligaciones de los Estados Unidos, el equivalente en pesetas de 9,5 millones de dólares.

- b) Para la compra mediante contrato de materiales estratégicos destinados a reservas de los Estados Unidos, el equivalente en pesetas de un millón de dólares.
- c) Para préstamos destinados a favorecer el comercio multilateral y el desarrollo económico, el equivalente en pesetas de 10,5 millones de dólares. Los términos y condiciones de dichos préstamos figurarán en un acuerdo de préstamo suplementario que será negociado entre ambos Gobiernos.

ARTICULO III

DEPOSITO DE LA MONEDA LOCAL Y TIPO DE CAMBIO

1. La suma de pesetas que se deposite a cuenta de los Estados Unidos será el valor en dólares de las ventas de los productos reembolsadas o financiadas por el Gobierno de los Estados Unidos, convertido en pesetas al cambio del mercado libre en las fechas de los desembolsos en dólares realizados por los Estados Unidos. Dicho valor en dólares incluirá el flete y la manipulación que hubieran sido reembolsados o financiados por el Gobierno de los Estados Unidos, pero no incluirá gastos extra en relación con el flete que resulten de las condiciones establecidas por los Estados Unidos sobre transporte en bandera americana.

2. Ambos Gobiernos convienen que se seguirá el siguiente procedimiento con respecto a las pesetas depositadas a cuenta de los Estados Unidos con arreglo al presente Acuerdo:

- a) Dichas pesetas, en la fecha de su depósito a cuenta de los Estados Unidos y al mismo tipo de cambio al que se hizo el depósito, se convertirán y transferirán a una cuenta especial contabilizada en dólares a favor del Gobierno de los Estados Unidos, en el Banco de España.
- b) Los libramientos verificados contra dicha cuenta especial por los Estados Unidos para los fines especificados en el párrafo 1 (a) del Artículo II del presente acuerdo serán satisfechos por el Banco de España en pesetas al tipo de cambio aplicable a cualquier persona o entidad en España para la compra de dólares que fuere más favorable para los Estados Unidos y no fuere ilegal.
- c) Los libramientos verificados contra dicha cuenta especial para los fines especificados en el párrafo 1 (b) del Artículo II del presente Acuerdo serán satisfechos por el Banco de España en pesetas a un cambio no menos favorable a los Estados Unidos que el tipo de cambio efectivo aplicable a las

exportaciones de dichos materiales contra dólares en la fecha del pago.

- d) Los libramientos contra dicha cuenta especial para los fines de los préstamos especificados en el párrafo 1 (c) del Artículo II del presente Acuerdo se realizarán mediante la transferencia del equivalente en pesetas que sea objeto del préstamo de dicha cuenta especial a la cuenta del Gobierno español.

ARTICULO IV

OBLIGACIONES GENERALES

1. El Gobierno español conviene que adoptará todas las medidas posibles para impedir la reventa o transbordo a otros países o el uso para otros fines distintos de los nacionales, (excepto cuando dicha reventa, transbordo o uso hubieran sido expresamente aprobados por el Gobierno de los Estados Unidos) de los excedentes agrícolas comprados con arreglo a las disposiciones de la Ley de Asistencia y Desarrollo del Comercio Agrícola de 1954, así como para asegurar que la compra de dichos productos no origine una mayor disponibilidad de los mismos a favor de naciones no amigas de los Estados Unidos.

2. Los dos Gobiernos convienen que adoptarán precauciones razonables para asegurar que todas las ventas de productos agrícolas excedentes con arreglo a la Ley de Asistencia y Desarrollo del Comercio Agrícola de 1954 no perturbará indebidamente los precios mundiales de los productos agrícolas, no desplazará los mercados usuales de los Estados Unidos de dichos productos ni perjudicará materialmente las relaciones comerciales entre las naciones del mundo libre.

3. Al ejecutar este Acuerdo los dos Gobiernos tratarán de asegurar condiciones comerciales que permitan a los comerciantes privados actuar de una manera efectiva y harán lo posible para desarrollar y extender la demanda continua del mercado para productos agrícolas.

ARTICULO V

CONSULTA

Los dos Gobiernos, a petición de cualquiera de ellos, se consultarán con respecto a cualquier asunto relacionado con la aplicación del presente Acuerdo o con las operaciones o las disposiciones derivadas del mismo.

AMA

ANEJO A

El Gobierno de los Estados Unidos se compromete a financiar la venta al Gobierno español de los siguientes productos por las sumas indicadas durante el año fiscal 1955 en los términos del Título I de la mencionada Ley y del presente Acuerdo:

<i>Producto</i>	<i>Valor</i> (<i>Milones de dólares</i>)
Algodón	7, 75
Aceite de semilla de algodón	5, 00
Tabaco	4, 50
Maíz	1, 75
Fletes	2, 00
	21, 00

Translation

MINISTRY OF FOREIGN AFFAIRS

No. 292

MADRID, April 20, 1955

EXCELLENCY:

Recognizing the desirability of expanding agricultural trade between our two countries and between them and other friendly nations in a manner that will not displace the usual markets of the United States for agricultural commodities or unduly disrupt world prices of such commodities;

Considering that the peseta purchases of agricultural surpluses produced in the United States will help to bring about such an expansion;

Considering that the pesetas accruing from such purchases will be used in a manner beneficial to both countries;

Desiring to set forth the bases which govern the sales of agricultural surpluses by the Government of the United States of America, pursuant to the Agricultural Trade Development and Assistance Act of 1954, and the measures which the two Governments will take individually and collectively in achieving the expansion of trade in these commodities;

I have the honor to state that the Spanish Government is prepared to conclude an agreement for the purposes set forth and consequently accepts the annexed text, [1] "Surplus Agricultural Commodities Agreement between the United States and Spain",

68 Stat. 454.
7 U. S. C. § 1691 note.

¹ For the English language version of the agreement, see *post*, p. 1080.

which, together with this note, shall be considered as constituting an agreement between our two Governments.

I avail myself of this opportunity, Mr. Ambassador, to express to Your Excellency the assurances of my high consideration.

ALBERTO MARTÍN ARTAJO.

His Excellency

JOHN DAVIS LODGE,

Ambassador of the United States of America.

The American Ambassador to the Spanish Minister for Foreign Affairs

AMERICAN EMBASSY, MADRID

No. 407

April 20, 1955

EXCELLENCY:

I have the honor to acknowledge receipt of your Excellency's Note of April 20, 1955 expressing conformity of the Spanish Government with the provisions of the attached "SURPLUS AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF SPAIN".

I am pleased to inform your Excellency that the Government of the United States of America agrees that the attached "Surplus Agricultural Commodities Agreement Between the United States of America and the Government of Spain" together with your Excellency's Note of April 20, 1955 with attachment, and this Note of mine, shall be considered as constituting an Agreement between our two Governments which will enter into force as of April 20, 1955.

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

JOHN DAVIS LODGE

His Excellency

ALBERTO MARTIN ARTAJO,

Minister for Foreign Affairs,

Madrid.

**SURPLUS AGRICULTURAL COMMODITIES AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND
SPAIN**

The Government of the United States of America and the Government of Spain:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States in these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the purchases of surplus agricultural commodities produced in the United States for Spanish pesetas will assist in achieving such an expansion of trade;

Considering that the pesetas accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which govern the sales of surplus agricultural commodities by the Government of the United States of America pursuant to the Agricultural Trade Development and Assistance Act of 1954, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

SALE FOR PESETAS

1. Subject to the negotiation and execution of supplemental commodity agreements referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance the sale for Spanish pesetas of certain agricultural commodities determined to be surplus pursuant to the Agricultural Trade Development and Assistance Act of 1954 to purchasers authorized by the Government of Spain.
2. The two Governments will conclude supplemental agreements which, together with the terms of this Agreement, shall apply to the sale of commodities, and the uses of the currency accruing from such sales. The supplemental agreements shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of such currency, and other relevant matters. The provisions of such supplemental agreements will

be incorporated in procurement authorizations issued by the Government of the United States and subject to acceptance by the Government of Spain. Certain commodities with respect to which agreement has been reached between the two governments are listed in the attached Annex A.

ARTICLE II

USES OF LOCAL CURRENCY

1. The two Governments agree that the pesetas accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America for the following purposes in the amounts shown:

- (a) To help meet United States expenses in Spain including: the development of new markets for United States agricultural commodities; the financing of international educational exchange activities, and the payment of other United States obligations, the peseta equivalent of \$9.5 million.
- (b) To purchase or contract to purchase strategic and critical materials for a supplemental United States stockpile, the peseta equivalent of \$1.0 million.
- (c) For loans to promote multilateral trade and economic development, the peseta equivalent of \$10.5 million. The terms and conditions of such loans will be set forth in a supplemental loan agreement to be negotiated between the two governments.

ARTICLE III

DEPOSIT OF LOCAL CURRENCY AND RATE OF EXCHANGE

1. The amount of pesetas to be deposited to the account of the United States shall be the dollar sales value of the commodities reimbursed or financed by the Government of the United States converted into pesetas at the free market rate on the dates of dollar disbursements by the United States. Such dollar sales value shall include ocean freight and handling reimbursed or financed by the Government of the United States, except that it shall not include any extra cost of ocean freight resulting from a United States requirement that the commodities be transported on United States flag vessels.

2. The two Governments agree that the following procedures shall apply with respect to the pesetas deposited to the account of the United States under this Agreement:

- (a) On the date of deposit of such pesetas to the account of the United States, they shall, at the same rate of exchange at which they were deposited, be converted and transferred to a special dollar denominated account to the credit of the United States Government in the Bank of Spain.
- (b) Drawings on such special account by the United States for uses specified in paragraph 1 (a) of Article II of this Agreement shall be paid by the Bank of Spain in pesetas at the buying rate for dollar exchange available to any party in Spain on the date of payment which is most favorable to the United States, and which is not illegal.
- (c) Drawings on such special account for uses specified in paragraph 1 (b) of Article II of this Agreement shall be paid by the Bank of Spain in pesetas at a rate no less favorable to the United States than the effective rate of exchange applicable to exports of such materials against dollar exchange on the date of payment.
- (d) Drawings on such special account for the loan uses specified in paragraph 1 (g) of Article II of this Agreement shall be accomplished by transferring from such special account to the account of the Government of Spain the equivalent of the pesetas to be loaned.

ARTICLE IV GENERAL UNDERTAKINGS

- 1. The Government of Spain agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes, (except where such resale, transshipment or use is specifically approved by the Government of the United States) of surplus agricultural commodities purchased pursuant to the provisions of the Agricultural Trade Development and Assistance Act of 1954, and to assure that its purchase of such commodities does not result in increased availability of those or like commodities to nations unfriendly to the United States.
- 2. The two Governments agree that they will take reasonable precautions to assure that all sales of surplus agricultural commodities pursuant to the Agricultural Trade Development and Assistance Act of 1954 will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.

3. In carrying out this agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

ARTICLE V

CONSULTATION

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation or arrangements carried out pursuant to this Agreement.

J. L.

ANNEX A

The United States Government undertakes to finance the sale to the Government of Spain of the following commodities in the amounts indicated, during the United States fiscal year 1955 under the terms of Title I of said Act and of this Agreement:

<i>Commodity</i>	<i>Value (Millions of Dollars)</i>
Cotton	7.75
Cottonseed oil	5.00
Tobacco	4.50
Corn	1.75
Ocean Transportation	2.00
	21.00

ARGENTINA

Surplus Agricultural Commodities

*Agreement signed at Washington April 25, 1955;
Entered into force April 25, 1955;
With related note signed at Washington April 25, 1955.*

TIAS 3247
Apr. 25, 1955

AGREEMENT

BETWEEN THE UNITED STATES OF AMERICA AND THE ARGENTINE REPUBLIC REGARDING SALE AND PURCHASE OF SURPLUS COTTONSEED OIL

The Government of the United States of America and the Government
of the Argentine Republic:

Recognizing the desirability of expanding trade in agricultural
commodities between their two countries and with other friendly
nations in a manner which would not displace usual marketings of the
United States in these commodities or unduly disrupt world prices of
agricultural commodities;

Considering that the purchase for Argentine pesos of surplus
agricultural commodities produced in the United States will assist
in achieving such an expansion of trade;

Considering that the Argentine pesos accruing from such purchases
will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the
sales of surplus agricultural commodities to the Argentine Republic
pursuant to Title I of the Agricultural Trade Development and Assistance
Act of 1954, and the measures which the two Governments will take indi-
vidually and collectively in furthering the expansion of trade in such
commodities;

68 Stat. 455.
7 U. S. C. §§ 1701-
1709.

Have agreed as follows:

ARTICLE I

SALES FOR PESOS

1. As hereinafter used in the present Agreement, the term dollars
shall be understood to refer to United States dollars, and the term

pesos shall be understood to refer to Argentine pesos.

2. Subject to the issuance and acceptance of Purchase Authorizations referred to in paragraph 3 of this Article, the United States Government undertakes to finance, on or before June 30, 1955, the sale for pesos to the Government of the Argentine Republic of cottonseed oil determined to be surplus pursuant to the Agricultural Trade Development and Assistance Act of 1954.

3. The United States Government will issue, within the terms of the present Agreement, Purchase Authorizations which shall include provisions relating to the sale and delivery of cottonseed oil, the time and circumstances of deposit of the pesos accruing from such sale, and other relevant matters, and which shall be subject to acceptance by the Government of the Argentine Republic.

4. The United States Government undertakes to finance the sale to the Government of the Argentine Republic of approximately 20,000 metric tons of cottonseed oil, in the value of an estimated 5,800,000 dollars at United States export market prices, including an estimated 350,000 dollars for ocean transportation, during the fiscal year ending June 30, 1955, under the terms of Title I of the said Act and of the present Agreement.

ARTICLE III

USE OF PESOS

1. The two Governments agree that pesos accruing to the United States Government as a consequence of sales made pursuant to the present Agreement will be used by the United States Government for the following purposes, in the approximate amounts shown and in such manner and order of priority as the United States Government shall determine:

- (1) For United States Government expenses in Argentina, including activities to help develop new markets for United States agricultural commodities, in accordance with subsections (a), (b), (d), (f), and (h) of Section 104 of the

said Act: the equivalent in pesos of 3,500,000 dollars.

(ii) For loans to public or private organizations in the Argentine Republic, guaranteed by the Government of the Argentine Republic, to promote the economic development of that country, in accordance with subsection (g) of Section 104 of the said Act: the equivalent in pesos of 2,300,000 dollars, subject to a supplemental agreement between the two Governments providing for the repayment in dollars within ten years. If this supplemental agreement is not signed within three years from the date of the present Agreement, the Government of the Argentine Republic agrees that the full amount set aside for loans guaranteed by the Government of the Argentine Republic will be made transferable immediately in dollars, if the United States Government shall so elect, or, alternatively, in strategic materials, if both Governments shall so mutually agree.

2. The equivalent in pesos of up to 3,000,000 dollars to be used in accordance with paragraph 1 (i) above may be used by the Government of the United States to pay dollar obligations of the United States Government under the Tungsten Contract of May 1, 1951, between the General Services Administration of the United States Government and Minerales y Metales SRL,^[1] as now or hereafter amended. In the event that such tungsten shipments fail to provide the equivalent of 500,000 dollars during each six months' period following the date of the present Agreement until the equivalent of 3,000,000 dollars is transferred to the United States Government, the Government of the Argentine Republic agrees to transfer immediately in dollars the unfilled amount at the end of each period.

¹ Not printed.

ARTICLE IIIDEPOSITS OF PESOS

1. The equivalent in pesos of the dollar sales value of the cotton-seed oil reimbursed or financed by the United States Government shall be deposited in a peso account in the name of the United States Government, or one of its agencies, in the bank or banks (including the branch in the Argentine Republic of any foreign bank) established in the Argentine Republic, which may be designated by the United States Government. Such dollar sales value shall include ocean freight or handling, or both, reimbursed or financed by the United States Government, except that it shall not include any extra cost of ocean freight resulting from a United States requirement that the cottonseed oil be transported on United States flag vessels.
2. The deposit of the equivalent in pesos specified in paragraph 1 above shall be made upon receipt by the Argentine bank, if direct financing is involved, or by the Government of the Argentine Republic, or the representative designated by it, if reimbursement is involved, of documentation showing dollar disbursement by the United States Government representing the dollar sales value of the cottonseed oil.
3. The equivalent in pesos of the dollar sales value of the cottonseed oil to be deposited as specified in paragraphs 1 and 2 above shall be computed at the rate of 13.9525 pesos per dollar.
4. When an exchange rate for transfers of funds into and/or out of the United States Government peso account specified in paragraph 1 above is required, it shall be 13.9525 pesos per dollar.
5. Withdrawals from the account specified in paragraph 1 above in connection with the purchase of tungsten by the General Services Administration for the United States Government shall take place at the exchange rate set forth in paragraph 4 above. Pesos so withdrawn shall be paid

to the Instituto Argentino de Promocion del Intercambio in exchange for a dollar instrument drawn to the order of the General Services Administration, computed at the exchange rate set forth in paragraph 4 above. The General Services Administration will deposit this dollar check and will then give a United States Treasury dollar check, including the amount of the Instituto Argentino de Promocion del Intercambio dollar check, to Minerales y Metales SRL in payment of amounts due Minerales y Metales SRL under its contract with the General Services Administration for the sale of tungsten.

6. Should it become necessary to transfer pesos in the account specified in paragraph 1 above into dollars, in accordance with the provisions of paragraph 2 of Article II, the equivalent in pesos of the transfer to be debited to that account shall be computed at the exchange rate set forth in paragraph 4 above.

7. Withdrawals from the United States Government peso account specified in paragraph 1 above for the uses specified in paragraph 1 (ii) of Article II shall be the peso equivalent of the dollar obligation computed at the exchange rate set forth in paragraph 4 above.

8. Withdrawals from the United States Government peso account specified in paragraph 1 above for the purposes provided in subsections (a), (b), (d), (f), and (h) of Section 104 of PL 480 shall be effected as follows: Pesos withdrawn from the account shall be paid to the Central Bank of the Argentine Republic, which shall determine the dollar equivalent of the pesos at the exchange rate set forth in paragraph 4 above. The Central Bank will then immediately deliver to the United States Government pesos equivalent to this dollar amount at the buying rate for dollars available to any party in the Argentine Republic, for the purpose for which the pesos are to be used, which is most favorable to the United States Government on the date of the operation.

ARTICLE IVGENERAL UNDERTAKINGS

1. The Government of the Argentine Republic agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes (except where such resale, transshipment, or use is specifically approved by the United States Government) of the cottonseed oil purchased pursuant to the provisions of the Agricultural Trade Development and Assistance Act of 1954, and to assure that its purchase of cottonseed oil does not result in increased availability of this commodity or like commodities to nations unfriendly to the United States.

2. The two Governments agree that they will take reasonable precautions to assure that the sale of cottonseed oil pursuant to the Agricultural Trade Development and Assistance Act of 1954 will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the Free World.

3. In carrying out the present Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

ARTICLE VCONSULTATION

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of the present Agreement or to the operation of arrangements carried out pursuant to the present Agreement.

ARTICLE VI

ENTRY INTO FORCE

The present Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement, in duplicate, in the English and Spanish languages.

Done at Washington, D. C., this 25th day of April, 1955.

FOR THE UNITED STATES OF AMERICA:

SAMUEL C. WAUGH

FOR THE ARGENTINE REPUBLIC:

GABRIEL GÁLVEZ

CONVENIO

ENTRE LA REPÚBLICA ARGENTINA Y LOS ESTADOS UNIDOS DE AMÉRICA RESPECTO
A COMPRA Y VENTA DE EXCEDENTES DE ACEITE DE SEMILLA DE ALGODÓN

El Gobierno de la República Argentina y el Gobierno de los Estados Unidos de América:

Reconociendo la conveniencia de ampliar el comercio de productos agrícolas entre los dos países y con otros países amigos de manera que no se perturben los mercados habituales de los Estados Unidos de estos productos ni perturben indebidamente los precios mundiales de los productos agrícolas;

Considerando que la compra, en pesos argentinos, de excedentes de productos agrícolas de los Estados Unidos contribuiría a lograr esa ampliación del comercio;

Considerando que los pesos que se acumularían de esas compras se utilizarían en forma beneficiosa para ambos países;

Con el propósito de concretar los acuerdos que regirán las ventas de excedentes de productos agrícolas a la República Argentina de conformidad con el Título I de la Ley de Fomento y Ayuda del Comercio de Productos Agrícolas de 1954, así como las medidas que los dos Gobiernos tomarán individual y colectivamente para fomentar el comercio de esos productos;

Han convenido en lo siguiente:

ARTICULO IVENTAS EN PESOS

1. Queda entendido que el término dólares, tal como se usa en el presente Convenio, se refiere a dólares de los Estados Unidos de

de América, y el término pesos se refiere a pesos de la República Argentina.

2. Con sujeción a la emisión y aceptación de las Autorizaciones de Compra a que se hace referencia en el párrafo 3 del presente Artículo, el Gobierno de los Estados Unidos de América se compromete a financiar, antes del 30 de junio de 1955, o en esa fecha, la venta en pesos al Gobierno de la República Argentina, de aceite de semilla de algodón clasificada como excedente, de conformidad con la Ley de Fomento y Ayuda del Comercio de Productos Agrícolas de 1954.

3. El Gobierno de los Estados Unidos expedirá, dentro de los términos de este Convenio, Autorizaciones de Compra que incluirán disposiciones relativas a la venta y entrega de aceite de semilla de algodón, al plazo y modalidades de depósito de los pesos provenientes de tales ventas y otros aspectos pertinentes, todo lo cual deberá estar sujeto a la aceptación del Gobierno de la República Argentina.

4. El Gobierno de los Estados Unidos se compromete a financiar la venta a la República Argentina de 20.000 toneladas métricas, aproximadamente, de aceite de semilla de algodón por un valor estimado de 5.800.000 dólares al precio de exportación en el mercado de los Estados Unidos, incluyéndose el importe estimado de 350.000 dólares para el transporte marítimo, durante el año fiscal que termina el 30 de junio de 1955, de conformidad con los términos del Título I de la ley citada, y del presente Convenio.

ARTICULO III

USO DE LOS PESOS

1. Los dos Gobiernos convienen en que los pesos que perciba el Gobierno de los Estados Unidos de América como consecuencia de las ventas que se efectúen de conformidad con el presente Convenio, serán utilizados por el Gobierno de los Estados Unidos de América

para los fines siguientes, en las cantidades aproximadas que se indican y en la forma y orden de precedencia que el Gobierno de los Estados Unidos determine:

(i) Para gastos del Gobierno de los Estados Unidos en la República Argentina, incluyendo las actividades para desarrollar nuevos mercados para los productos agrícolas de los Estados Unidos, de conformidad con los incisos (a), (b), (d), (f) y (h) del Artículo 104 de dicha ley: el equivalente en pesos de 3.500.000 dólares.

(ii) Para préstamos a entidades públicas o particulares en la República Argentina, garantizados por el Gobierno de la República Argentina, para fomentar el desarrollo económico de este país, de conformidad con el inciso (g) del Artículo 104 de dicha ley: el equivalente en pesos de 2.300.000 dólares, con sujeción a un convenio suplementario entre los dos Gobiernos, que disponga el reembolso en dólares en el plazo de diez años.

Si este convenio suplementario no se firma dentro de tres años de la fecha del presente Convenio, el Gobierno de la República Argentina conviene en que la cantidad completa asignada para préstamos garantizados por el Gobierno de la República Argentina, será convertible inmediatamente en dólares a opción del Gobierno de los Estados Unidos o, alternativamente, en materiales estratégicos, si así lo convienen mutuamente ambos Gobiernos.

2. El equivalente en pesos de hasta 3.000.000 de dólares que han de usarse de conformidad con el inciso (i) del párrafo 1 que antecede, podrá ser usado por el Gobierno de los Estados Unidos para pagar obligaciones en dólares conforme al contrato sobre tungsteno del 1.^o de mayo de 1951, entre la Administración de Servicios Generales del Gobierno de los Estados Unidos de América y Minerales y Metales

SRL, según haya sido reformado o se reforme en el futuro. En el caso de que esos embarques de tungsteno dejen de proporcionar el equivalente de 500.000 dólares en cada período de seis meses subsiguientes a la fecha del presente Convenio, hasta que el equivalente de 3.000.000 de dólares sea transferido al Gobierno de los Estados Unidos, el Gobierno de la República Argentina conviene en transferir, inmediatamente, en dólares, la cantidad no cubierta al final de cada período.

ARTICULO III

DEPOSITOS EN PESOS

1. El equivalente en pesos del valor de las ventas en dólares de aceite de semilla de algodón, reembolsado o financiado por el Gobierno de los Estados Unidos, se depositará en una cuenta en pesos a nombre del Gobierno de los Estados Unidos, o alguna de sus entidades, en un banco o bancos (inclusive la sucursal en la República Argentina de cualquier banco extranjero) establecido en la República Argentina, designado por el Gobierno de los Estados Unidos. Dicho valor de las ventas en dólares incluirá el flete marítimo o el manipuleo, o ambos, reembolsado o financiado por el Gobierno de los Estados Unidos, con la excepción de que no se incluirá en dichos conceptos ningún costo adicional de flete marítimo que resulte por el requisito de los Estados Unidos de que el aceite de semilla de algodón se transporte en barcos de bandera de los Estados Unidos.
2. El depósito del equivalente en pesos especificado en el párrafo 1 que antecede, se hará al recibir el banco argentino, en caso de tratarse de una financiación directa, o el Gobierno de la República Argentina, o el representante que éste designe, en caso de tratarse de un reembolso, la documentación mostrando el desembolso de dólares hecho por el Gobierno de los Estados Unidos representando el valor

en dólares de la venta de aceite de semilla de algodón.

3. El equivalente en pesos del valor en dólares de las ventas de aceite de semilla de algodón que deba depositarse, como se especifica en los párrafos 1 y 2 que anteceden, se calculará a razón de 13.9525 pesos por dólar.

4. Cuando se requiera un tipo de cambio para transferencias de fondos a y/o de la cuenta en pesos del Gobierno de los Estados Unidos especificada en el párrafo 1 que antecede, el tipo de cambio a aplicarse será el de 13.9525 pesos por dólar.

5. Los retiros de la cuenta especificada en el párrafo 1 que antecede, en relación con las compras de tungsteno que realice la Administración de Servicios Generales para el Gobierno de los Estados Unidos de América, se efectuarán al tipo de cambio establecido en el párrafo 4 que antecede. Los pesos que así se retiren se pagarán al Instituto Argentino de Promoción del Intercambio en canje de un instrumento en dólares, librado a la orden de la Administración de Servicios Generales, cuyo importe se calculará al tipo de cambio establecido en el párrafo 4 que antecede. La Administración de Servicios Generales depositará este cheque en dólares y entregará después un cheque en dólares, de la Tesorería de los Estados Unidos, incluyendo la cantidad del cheque en dólares del Instituto Argentino de Promoción del Intercambio, a la Minerales y Metales SRL, en pago de cantidades que se adeuden a Minerales y Metales SRL, conforme a su contrato con la Administración de Servicios Generales por la venta de tungsteno.

6. Si se hace necesario convertir en dólares, pesos de la cuenta especificada en el párrafo 1 que antecede, de conformidad con las disposiciones del párrafo 2 del Artículo II, el equivalente en pesos que se impute a la cuenta, se calculará al tipo de cambio establecido en el párrafo 4 que antecede.

7. Los retiros de la cuenta en pesos del Gobierno de los Estados Unidos, especificada en el párrafo 1 (ii) del Artículo II que antecede, constituirán el equivalente en pesos de las obligaciones en dólares, calculado al tipo de cambio establecido en el párrafo 4 que antecede.

8. Los retiros de la cuenta en pesos del Gobierno de los Estados Unidos que se especifica en el párrafo 1 que antecede, para los fines estipulados en los incisos (a), (b), (d), (f) y (h) del Artículo 104 de la ley 480, se efectuarán como sigue: Los pesos que se retiren de la cuenta se pagarán al Banco Central de la República Argentina, el cual determinará el equivalente en dólares de los pesos al tipo de cambio establecido en el párrafo 4 que antecede. El Banco Central entregará entonces, inmediatamente, al Gobierno de los Estados Unidos el equivalente en pesos de esa cantidad en dólares, al tipo de cambio de compra de dólares, aplicable para cualquier persona en la República Argentina, para los fines a que se destinen dichos pesos, que sea más favorable al Gobierno de los Estados Unidos en la fecha de esta transacción.

ARTICULO IV

OBLIGACIONES GENERALES

1. El Gobierno de la República Argentina conviene en tomar todas las medidas posibles para impedir la reventa o reembarque a otros países, o usos que no sean estrictamente internos (excepto cuando tal reventa, reembarque, o uso sea específicamente aprobado por el Gobierno de los Estados Unidos) del aceite de semilla de algodón comprado de conformidad con las disposiciones de la Ley de Fomento y Ayuda del Comercio de Productos Agrícolas de 1954, así como para asegurar que sus compras de aceite de semilla de algodón no darán por resultado un aumento en las cantidades de este producto o de

productos similares disponibles para naciones hostiles a los Estados Unidos.

2. Los dos Gobiernos convienen en tomar precauciones razonables para asegurar que toda venta de aceite de semilla de algodón hecha de conformidad con la Ley de Fomento y Ayuda del Comercio de Productos Agrícolas de 1954 no perturbe indebidamente los precios mundiales de productos agrícolas, disloque los mercados habituales de estos productos de los Estados Unidos o perjudique materialmente las relaciones comerciales entre los países del Mundo Libre.

3. Al llevar a efecto este Convenio los dos Gobiernos tratarán de que prevalezcan en el comercio condiciones que permitan a los comerciantes particulares conducir eficazmente sus operaciones y, a la vez, se esforzarán en crear y ampliar una demanda constante de productos agrícolas.

ARTICULO V

CONSULTAS

Los dos Gobiernos, a solicitud de cualquiera de ellos, se consultarán respecto a todo asunto relacionado con la aplicación del presente Convenio o con la ejecución de las operaciones llevadas a cabo de conformidad con el presente Convenio.

ARTICULO VI

VIGENCIA

El presente Convenio entrará en vigor al subscribirse.

EN FE DE LO CUAL, los representantes respectivos, debidamente autorizados para ello, firman el presente Convenio, en duplicado, en los idiomas español e inglés.

HECHO EN Washington, D. C., el día 25 de abril de 1955.

POR LA REPUBLICA ARGENTINA:

GABRIEL GÁLVEZ

POR LOS ESTADOS UNIDOS DE AMERICA:

SAMUEL C. WAUGH

The Argentine Chargé d'Affaires ad interim to the Secretary of State

EMBAJADA
DE LA
REPÚBLICA ARGENTINA

D. E. No. 155

WASHINGTON, D. C., Abril 25 de 1955

Señor Secretario:

Tengo el honor de referirme al Convenio suscrito hoy entre el Gobierno de la República Argentina y el Gobierno de los Estados Unidos de América en relación con el aceite de semilla de algodón.

Debido a las condiciones de cosecha, la República Argentina no ha podido exportar una cantidad apreciable de aceite de semilla de girasol en este año comercial. En razón de que la cantidad de semillas oleaginosas que actualmente se están cosechando, junto con las cantidades estipuladas en este Convenio, son substancialmente menores que las requeridas para nuestro consumo interno, puede V.E. tener la seguridad de que todos los aceites comestibles actualmente disponibles y los que estén disponibles durante el año comercial que comenzará el día 1º de junio de 1955, serán utilizados para el consumo interno. No obstante, esperamos exportar pequeñas cantidades de aceites comestibles, las cuales no excederán de 1.000 toneladas métricas durante el año, a países vecinos que tienen con nosotros arreglos tradicionales sobre el particular.

Aprovecho la oportunidad para reiterar a V.E. las seguridades de mi más alta y distinguida consideración.

[SEAL]

GABRIEL GÁLVEZ

Gabriel Gálvez
Encargado de Negocios a. i.

A. S. E. el señor Secretario de Estado
Don JOHN FOSTER DULLES
Washington, D. C.

English Version of Foregoing Note

EMBAJADA
DE LA
REPÚBLICA ARGENTINA^[1]

D. E. No. 155

WASHINGTON, D. C., April 25, 1955

Excellency:

I have the honor to refer to the Agreement signed today between the United States Government and the Government of the Argentine Republic regarding cottonseed oil.

Due to crop conditions the Argentine Republic has not been able to export any substantial quantity of sunflowerseed oil during the current marketing year. Since the oilseed crop now being harvested, together with the quantities provided for in this Agreement, is substantially less than our domestic needs, you may be assured that all of the edible oils which are now available and which will become available during the marketing year which will begin June 1, 1955, will be used for domestic purposes. We will, however, expect to export small quantities of edible oils—not to exceed a total of 1,000 metric tons during the year--to neighboring countries with whom we have long-standing arrangements.

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

[SEAL]

GABRIEL GÁLVEZ

Gabriel Gálvez
Chargé d'Affaires a. i.

His Excellency
the Secretary of State
Mr. JOHN FOSTER DULLES
Washington, D. C.

^[1] Embassy of the Argentine Republic.

FINLAND

Surplus Agricultural Commodities

*Agreement signed at Helsinki May 6, 1955;
Entered into force May 6, 1955.*

TIAS 3248
May 6, 1955

*With related exchange of notes
Dated at Helsinki May 6, 1955.*

SURPLUS AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND FINLAND UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT

The Government of the United States of America and the Government of Finland:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States in these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the purchase of surplus agricultural commodities produced in the United States for Finnmarks will assist in achieving such an expansion of trade;

Considering that the Finnmarks accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which govern the sales of surplus agricultural commodities by the Government of the United States of America pursuant to the Agricultural Trade Development and Assistance Act of 1954, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

68 Stat. 454.
7 U.S.C. § 1691 note.

Have agreed as follows:

ARTICLE I

SALE FOR FINNMARKS

1. Subject to the issuance and acceptance of purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance the sale for

Finnmarks of certain agricultural commodities determined to be surplus pursuant to the Agricultural Trade Development and Assistance Act of 1954 to purchasers authorized by the Government of Finland.

2. The United States Government will issue purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposits of the Finnmarks accruing from such sales and other relevant matters, and which shall be subject to acceptance by the Government of Finland. Certain commodities, and amounts, with respect to which tentative agreement has been reached by the two Governments are listed in paragraph 3 of this Article.

3. The United States Government undertakes to finance the sale to Finland of the following commodities, in values indicated, during the United States Fiscal Year 1955, under the terms of Title I of United States Public Law 480 of the 83rd Congress. These values include the estimated dollar cost of ocean transportation on at least 50 percent of the tonnage for each commodity. The ocean freight cost on remaining tonnage is financed by Finland. The exact quantities of these commodities which are procured depend upon the prices agreed between buyers and sellers and upon the transport arrangements which are made.

<i>Commodity</i>	<i>Value (US dollars)</i>
Cotton	\$3,000,000
Tobacco	2,250,000
<u>Total</u>	<u>\$5,250,000</u>

ARTICLE II

USES OF FINNMARKS

1. The two Governments agree that Finnmarks accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America in accordance with Sub-sections (a), (b) and (f) of Section 104 of the Act in the approximate amount of \$5.25 million:

- (i) For payment of United States expenses in Finland, including international educational exchange and activities to help develop new markets for United States agricultural commodities, \$450,000;
- (ii) For procurement of goods and services obtainable from Finland for the U.S. Government, \$4,800,000.

2. The Finnmarks accruing to the United States under this agreement shall be expended by the U.S. Government for the purposes stated in paragraph 1 of this Article in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III

DEPOSITS OF FINNMARKS

The amount of Finnmarks to be deposited to the account of the United States shall be the dollar sales value of the commodities reimbursed or financed by the Government of the United States converted into Finnmarks at the par value of the Finnmark agreed with the International Monetary Fund on the last day of the disbursement period covered by notification to the Government of Finland by the Government of the United States. Such dollar sales value shall include ocean freight and handling reimbursed or financed by the Government of the United States, except that it shall not include any extra cost of ocean freight resulting from a United States requirement that the commodities be transported on United States flag vessels.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Finland agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes, (except where such resale, transshipment or use is specifically approved by the Government of the United States) of surplus agricultural commodities purchased pursuant to the provisions of the Agricultural Trade Development and Assistance Act of 1954, and to assure that its purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.

2. The two Governments agree that they will take reasonable precautions to assure that all sales of surplus agricultural commodities pursuant to the Agricultural Trade Development and Assistance Act of 1954 will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.

3. In carrying out this agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop

and expand continuous market demand for agricultural commodities.

ARTICLE V

CONSULTATION

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation or arrangements carried out pursuant to this Agreement.

ARTICLE VI

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Helsinki this 6th day of May, 1955.

JACK K. McFALL

Jack K. McFall

GUNNAR PALMROTH

Gunnar Palmroth

[SEAL]

The Finnish Ministry for Foreign Affairs to the American Embassy

MINISTÈRE DES AFFAIRES ÉTRANGÈRES
DE FINLANDE

No. 28100.

The Ministry for Foreign Affairs present their compliments to the Embassy of the United States of America and have the honour to confirm the following understanding reached in connection with the Surplus Agricultural Commodities Agreement of May 6, 1955, with respect to the maintenance of usual marketings in Finland of commodities sold under the Agreement and with respect to transportation arrangements and to United States purchases in Finland pursuant to Article II, paragraph 1, of the Agreement;

1. The Government of Finland will provide facilities for Finnish importers to purchase cotton of United States origin during the present crop year, over and above the quantity mentioned in the Agreement to the value of at least \$2.000.000;

2. The Government of Finland will provide facilities for Finnish importers to purchase tobacco of United States origin during the year 1955, over and above the quantity mentioned in the Agreement to the value of at least \$750.000, if possible from the present (1954-1955) crop. If a part or all of these purchases are made from the next crop (1955-1956), such purchases will not influence normal commercial purchases from that crop;

3. The Government of Finland will, if necessary, take steps to assure that the prices of prefabs or component construction material in the case of purchases made in Finnmarks will not be higher than prices charged generally for sales of the same products against payment in dollars;

4. The Government of Finland will take steps to assure that at least 50 percent of the tonnage of each commodity purchased under the Agreement shall be transported on United States flag vessels, to the extent that such vessels are available at fair and reasonable rates for United States vessels. The Government of

Finland, however, consider that their acceptance of the above shipping-arrangement is not to constitute a precedent.

G. P.

[SEAL]

HELSINKI, May 6, 1955.

To the

EMBASSY OF THE UNITED STATES OF AMERICA,
Helsinki.

The American Embassy to the Finnish Ministry for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 202

The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs and has the honor to acknowledge receipt of the Ministry's Note No. 26100 confirming certain understandings reached in connection with the Surplus Agricultural Commodities Agreement of May 6, 1955, with respect to the maintenance of usual marketings in Finland of commodities sold under the Agreement and with respect to transportation arrangements and to United States purchases in Finland pursuant to Article II, paragraph 1, of the Agreement.

J K M

AMERICAN EMBASSY,
Helsinki, May 6, 1955.

ITALY

Surplus Agricultural Commodities

*Agreement signed at Rome May 23, 1955;
Entered into force May 23, 1955;
With related exchange of notes
Signed at Rome May 23, 1955.*

TIAS 3249
May 23, 1955

SURPLUS AGRICULTURAL COMMODITIES AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND ITALY
UNDER TITLE I OF THE
AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT OF 1954

The Government of the United States of America and the Government of Italy:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States in these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the purchase of surplus agricultural commodities produced in the United States for lire will assist in achieving such an expansion of trade;

Considering that the lire accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which govern the sales of surplus agricultural commodities by the Government of the United States of America pursuant to the Agricultural Trade Development and Assistance Act of 1954, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

68 Stat. 454.
7 U.S.C. § 1691
note.

Have agreed as follows:

ARTICLE I
SALE OF LOCAL CURRENCY

1. Subject to the issuance and acceptance of purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance the sale for lire of certain agricultural commodities determined to be surplus pursuant to the Agricultural Trade Development and Assistance Act of 1954 to purchasers authorized by the Government of Italy.
2. The United States Government will issue purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the lire accruing from such sales and other relevant matters, and which shall be subject to acceptance by the Government of Italy. Certain commodities, and amounts, with respect to which tentative agreement has been reached by the two Governments are listed in paragraph 3 of this Article.
3. The United States Government undertakes to finance the sale to Italy of the following commodities, in the values indicated, during the United States fiscal year 1955, under the terms of Title I of the said Act and of this agreement:

<u>Commodity</u>	<u>Value</u> (Millions of Dollars)
Cotton (including costs of ocean transportation on the portion to be financed by the U.S.)	36.6
Wheat (hard wheat)	9.1
Tobacco Ocean Transportation (estimated costs for wheat and tobacco on portion to be financed by the U.S.)	3.2 1.1

ARTICLE IIUSES OF LIRE

1. The two Governments agree that the lire accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America for the following purposes in the amounts shown:

- (i) For payment of United States expenses in Italy, including expenditures in accordance with subsections (a) and (f) of Section 104 of the Act; the lire equivalent of \$14.4 million.
- (ii) To purchase or contract to purchase strategic and critical materials for a supplemental United States stockpile in accordance with Section 104(b) -- the lire equivalent of \$1.0 million.
- (iii) For financing the purchase of goods or services for other friendly countries in accordance with Section 104(d) -- the lire equivalent of \$4.6 million.
- (iv) For loans to the Government of Italy to promote the economic development of Italy under Section 104(g) of the Act, but subject to supplemental agreements between the two Governments -- the lire equivalent of \$30 million. In the event that lire set-aside for loans to the Government of Italy are not advanced within three years from the date of this Agreement as a result of failure of the Governments to reach agreement on loan uses or for any other reason, the Government of the United States may use these lire for any of the other uses provided for in Section 104 of the Act.

2. The lire accruing under this Agreement shall be expended by the Government of the United States for the purposes stated in paragraph 1 of this Article, in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III

DEPOSIT OF LIRE

The amount of lire to be deposited to the account of the United States would be the dollar sales value of the commodities reimbursed or financed by the United States Government under P.L. 480 (including transportation, if financed by the United States, and handling) converted into lire at the rate of exchange, applicable to all United States Government transactions in Italy pursuant to the agreement concluded on January 25, 1947, and the agreement contained in the subsequent exchange of letters between United States and Italian Governments dated April 15, 1948.^[1] Such deposits of the lire to United States account would be governed by the provisions regarding United States lire accounts contained in Paragraph 6(b) of the 1948 agreement.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Italy agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States) of surplus agricultural commodities purchased pursuant to the provisions of the Agricultural Trade Development and Assistance Act of 1954, and to

¹ Not printed.

assure that its purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.

2. The two Governments agree that they will take reasonable precautions to assure that sales of surplus agricultural commodities pursuant to the Agricultural Trade Development and Assistance Act of 1954 will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.

3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

ARTICLE V

CONSULTATION

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.

ARTICLE VI

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement in duplicate, in the English and Italian languages, both texts being authentic.

Done at Rome, Italy this 23rd day of May, 1955.

FOR THE GOVERNMENT OF THE FOR THE GOVERNMENT
UNITED STATES OF AMERICA: OF ITALY:

CLARE BOOTHE LUCE

SCELBA

ACCORDO SULLE ECCEDENZE AGRICOLE STIPULATO TRA GLI STATI UNITI D'AMERICA E L'ITALIA IN BASE AL TITOLO I° DELL' "AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT" DEL 1954.

Il Governo degli Stati Uniti e il Governo italiano:

Riconoscendo l'opportunità di incrementare il commercio dei prodotti agricoli fra i due Paesi e con altre Nazioni amiche, attraverso forme che non abbiano a turbare il normale commercio degli Stati Uniti di questi prodotti o a portare indebito squilibrio ai prezzi mondiali dei prodotti agricoli;

Considerando che l'acquisto di eccedenze agricole prodotte negli Stati Uniti, con pagamento in lire, contribuirà all'incremento di tale commercio;

Considerando che le lire risultanti da tali acquisti saranno impiegate in maniera vantaggiosa per entrambi i Paesi;

Desiderando stabilire di comune accordo le condizioni che devono regolare le vendite di eccedenze agricole da parte del Governo degli Stati Uniti d'America in base alla Legge del 1954 per l'Assistenza e lo Sviluppo del Commercio Agricolo (Agricultural Trade Development and Assistance Act of 1954) e le misure che i due Governi prenderanno separatamente e unitamente,

per favorire l'incremento del commercio di questi prodotti;

Hanno convenuto quanto segue:

- ARTICOLO I -

VENDITA IN VALUTA LOCALE

1. Previo rilascio e accettazione delle autorizzazioni di acquisto menzionate al paragrafo 2 del presente articolo, il Governo degli Stati Uniti d'America si impegna a finanziare la vendita contro lire di quei prodotti agricoli che saranno considerati in eccedenza in base alla Legge del 1954 per l'Assistenza e lo Sviluppo del Commercio Agricolo ad acquirenti autorizzati dal Governo italiano.
2. Il Governo degli Stati Uniti rilascerà autorizzazioni di acquisto che comprenderanno disposizioni relative alla vendita e alla consegna dei prodotti, al tempo e alle modalità del deposito delle lire ricavate da tali vendite e ad altre questioni connesse; tali autorizzazioni saranno soggette all'accettazione da parte del Governo italiano. Al paragrafo 3 di questo articolo sono elencati alcuni prodotti e gli importi per i quali i due Governi hanno raggiunto un accordo provvisorio.
3. Il Governo degli Stati Uniti si impegna a finanziare la

vendita all'Italia dei seguenti prodotti, per gli importi indicati, durante l'anno finanziario U.S.A. 1955, alle condizioni di cui al Titolo 1º della citata Legge e al presente accordo.

Prodotto	Importo (in milioni di \$)
Cotone (incluso il nolo marittimo per la parte che deve essere finanziata dagli Stati Uniti)	36,6
Grano (grano duro)	9,1
Tabacco	3,2
Noli marittimi (costo di stampa per il frumento e il tabacco, per la quota che deve essere finanziata dagli Stati Uniti)	1,1

- ARTICOLO II -

IMPIEGO DELLE LIRE

1. I due Governi convengono che le lire derivanti al Governo degli Stati Uniti d'America come conseguenza delle vendite fatte in base al presente accordo, saranno usate dal Governo degli Stati Uniti d'America agli scopi seguenti negli importi indicati:

a) — In pagamento di spese effettuate dagli Stati Uniti in Italia, incluse le spese di cui alle sotto Sezioni (a) ed (f)

della Sezione 104 della Legge; l'equivalente in lire di dollari 14.400.000.

b) - Per acquistare o contrattare l'acquisto di materiali strategici o scarsi per la costituzione di scorte supplementari U.S.A., in base alla Sezione 104 (b); l'equivalente in lire di dollari 1.000.000.

c) - Per finanziare l'acquisto di beni o servizi a favore di terzi Paesi amici, in base alla Sezione 104 (d); l'equivalente in lire di dollari 4.600.000.

d) - Per prestiti al Governo italiano per promuovere lo sviluppo economico dell'Italia in base alla Sezione 104 (g) della Legge, prestiti condizionati tuttavia ad ulteriori intese tra i due Governi; l'equivalente in lire di dollari 30.000.000. Qua-lora le lire accantonate per prestiti al Governo italiano non fossero concesse entro tre anni dalla data del presente accordo, a causa della mancata intesa fra i due Governi circa l'impiego dei prestiti o per qualsiasi altra ragione, il Governo degli Stati Uniti potrà impiegare tali lire per uno qualsiasi degli altri scopi contemplati dalla Sezione 104 della Legge.

2. Le lire derivanti dal presente accordo saranno spese dal Governo degli Stati Uniti per gli scopi dichiarati al paragrafo 1 del presente Articolo, nel modo e nell'ordine di priorità che sarà deciso dallo stesso Governo degli Stati Uniti.

- ARTICOLO III -

DEPOSITO DELLE LIRE

L'ammontare delle lire che devono essere depositate sul conto degli Stati Uniti corrisponderà al valore in dollari delle vendite di prodotti rimborsate o finanziate dal Governo U.S.A. in base alla Legge 480 (comprese le spese di trasporto, se finanziate dagli Stati Uniti, e di carico, scarico, stivaggio ecc.) convertite in Lire al tasso di cambio che si applica alle transazioni effettuate dal Governo degli Stati Uniti in Italia, in base all'accordo del 25 gennaio 1947, e all'accordo di cui al successivo scambio di note tra i Governi degli Stati Uniti e dell'Italia in data 15 aprile 1948. Tali depositi di Lire sul conto degli Stati Uniti saranno regolati dalle disposizioni concernenti i conti U.S.A. in lire di cui al paragrafo 6 (b) dell'accordo del 1948.

- ARTICOLO IV -

DISPOSIZIONI GENERALI

1. Il Governo italiano conviene che prenderà tutte le misure possibili per impedire la rivendita o la spedizione verso altri Paesi o l'uso a scopi non interni (salvo che tali vendite, spedizioni o usi siano specificatamente approvati dal Governo degli Stati Uniti) di eccedenze agricole acquistate in base alle disposizioni della Legge del 1954 per l'Assistenza e lo Sviluppo del Commercio Agricolo, e per assicurare che, dall'acquisto di tali prodotti, non deriverà una maggiore disponibilità dei pro-

dotti stessi o di altri simili per Nazioni non amiche degli Stati Uniti.

2. I due Governi convengono che prenderanno ragionevoli precauzioni per assicurare che le vendite di eccedenze agricole in base alla Legge del 1954 per l'Assistenza e lo Sviluppo del Commercio Agricolo, non apportino indebito squilibrio ai prezzi mondiali dei prodotti agricoli, non turbino i normali scambi degli Stati Uniti di questi prodotti e non danneggino materialmente le relazioni commerciali esistenti tra gli altri Paesi del mondo libero.

3. Nell'attuazione del presente accordo i due Governi si adopreranno per garantire condizioni commerciali atte a permettere ai contraenti privati di operare in maniera efficace, e faranno quanto è in loro potere per incrementare ed espandere una continua domanda di mercato nel campo dei prodotti agricoli.

- ARTICOLO V -

CONSULTAZIONI

I due Governi si consulteranno, su richiesta di uno di essi, su ogni questione concernente l'applicazione del presente accordo o la pratica attuazione delle intese raggiunte in base ad esso.

- ARTICOLO VI -

ENTRATA IN VIGORE

Il presente accordo entrerà in vigore al momento della firma.

In fede di che i rispettivi rappresentanti, debitamente autorizzati a tale scopo, hanno firmato il presente accordo.

Fatto a Roma in duplice esemplare, nelle lingue italiana ed inglese, ambedue i testi facenti fede, addì 23 maggio 1955,

CLARE BOOTHE LUCE

Per il
Governo Italiano
SCELBA

Per il
Governo degli Stati Uniti
d'America

68 Stat. 455.
7 U. S. C.
§§ 1701-1709.

The American Ambassador to the Italian Prime Minister

No. 3775

MAY 23, 1955

EXCELLENCY:

With reference to the Surplus Agricultural Commodities Agreement signed today between the United States of America and Italy under Title I of United States Public Law 480, I have the honor to propose the following supplementary understandings in relation to this agreement.

1. With regard to Article II, Paragraph 2, the United States Government agrees to consult with the Italian Government regarding the establishment of the priorities thereto referred.

2. It is understood that Article IV, Paragraph 2, of this agreement requires the Italian Government to undertake: (a) to import from the United States usual marketings of not less than 67,000 metric tons of wheat, 900 metric tons of tobacco and 344,000 bales of raw cotton, in the year ending July 31, 1955 and (b) to maintain during the 1954/1955 marketing season usual imports of the above commodities from friendly countries other than the United States.

3. With regard to purchase authorizations issued under the terms of the agreement, the United States Government agrees to extend the contracting period beyond June 30, 1955 provided shipment from the United States takes place prior to September 30, 1955.

4. It is understood that representatives of our two Governments will effect an agreement in regard to the public information aspects of this program as soon as possible.

I shall be glad if Your Excellency will confirm the foregoing on behalf of the Government of the Italian Republic.

Accept Excellency, the renewed assurances of my highest consideration.

CLARE BOOTHE LUCE

His Excellency

MARIO SCELBA,

Prime Minister of Italy,

Palazzo Viminale,

Rome.

The Italian Prime Minister to the American Ambassador

REPVBBLICA ITALIANA

*Il Presidente
del Consiglio dei Ministri*

Roma, il 23 maggio 1955

N° 22/00708

Eccezzenza,

con lettera in data odierna Ella ha voluto comuni -
carmi quanto segue:

"" Ho l'onore di riferirmi all'Accordo sulle ecce -
denze agricole firmato oggi dagli Stati Uniti d'America e
dall'Italia in base al Titolo I della Legge 480 (U.S. Pu -
blic Law 480) e di proporre le seguenti intese supplemen -
tari:

1 - Riguardo all'Articolo II, Paragrafo 2, il Governo
degli Stati Uniti è d'accordo di consultarsi col Governo
italiano per quanto concerne la determinazione delle pre -
cedenze ivi menzionate.

2 - L'Articolo IV, Paragrafo 2 del presente Accordo ri -
chiede che il Governo italiano si impegni: (a) ad importa -
re dagli Stati Uniti come normali acquisti non meno di 67.000
tonnellate metriche di grano, 900 tonnellate metriche di ta -
bacco e 344.000 balle di cotone grezzo, nell'anno che ter -
mina il 31 luglio 1955 e (b) a mantenere all'abituale li -
vello durante la stagione di acquisti 1954-55 le importazio -
ni di tali prodotti dai Paesi amici all'infuori degli Sta -

ti Uniti.

3 - Riguardo alle autorizzazioni d' acquisto rilasciate ai sensi dell'Accordo, il Governo degli Stati Uniti conviene di prorogare il periodo contrattuale al di là del 30 giugno 1955, purchè le spedizioni dagli Stati Uniti abbiano luogo prima del 30 settembre 1955.

4 - Rappresentanti dei nostri due Governi concorderanno tra loro quanto prima il modo migliore di informare l'opinione pubblica sul presente programma.

Sarò lieta se l'Eccellenza Vostra vorrà confermarmi l'accordo del Governo della Repubblica Italiana su quanto precede. ""

Ho l'onore d'informarLa che il Governo Italiano è d'accordo su quanto precede.

Voglia gradire, Eccellenza, le rinnovate assicurazioni della mia più alta considerazione.

SCELBA

S. E. CLARA BOOTHE LUCE
Ambasciatore degli Stati Uniti d'America
-Roma-

*Translation***ITALIAN REPUBLIC****The President of the
Council of Ministers**

No. 23/00708

ROME, May 23, 1955**EXCELLENCY,**

In a letter dated today you were so good as to communicate to me the following:

[For the English language text of the note, see *ante*, p. 1122.]

I have the honor to inform you that the Italian Government concurs in the foregoing.

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

SCELBA**Her Excellency****CLARE BOOTHE LUCE,**

*Ambassador of the United States of America,
Rome.*

JAPAN

Surplus Agricultural Commodities

*Interim agreement effected by exchange of notes
Signed at Tokyo May 31, 1955;
Entered into force May 31, 1955.*

TIAS 3250
May 31, 1955

昭和三十年五月三十一日

日本国外務大臣

重光葵

日本国駐在アメリカ合衆国特命全權大使

ジョン・M・アリソン閣下

に定める資金の支出の措置は、この取消が効力を生ずる日の前にそれらの許可に基いて輸入業者と供給業者との間に締結されたすべての販売契約について適用される。

b 特別信託勘定における日本円は、商品金融会社に引き渡され、かつ、その積立の時と同一の為替相場で商品金融会社のために日本国政府によりドルに交換される。この交換は、商品金融会社の負担を生ずることなく行われるものと了解される。

貴国政府が前記のことに同意されるときは、閣下がその旨を書簡で確認されれば幸であります。

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つて敬意を表します。

2

ルへの交換

この協定が効力を生じたときは、使用することを要求された合衆国の旗を掲げる船舶について海上運賃の差額が生じたときはその差額と等価額の日本円は、日本国政府に払いもどされるものとし、特別信託勘定の残高は、この協定の規定に従つて、日本銀行のアメリカ合衆国政府の特別勘定に移管され、かつ、積み立てられるものとする。その後において、この計画に基いて生ずる日本円は、協定に定める手続に従つて積み立てられるものとする。

3 この協定が千九百五十五年六月三十日前に効力を生じないときは、次の措置を執るものとする。

a すべての許可は取り消されるものとする。ただし、この手続

る支払を行つたことを示す文書を受領したとき、又は商品金融会社が海上輸送の経費についてドルによる払いもどしを行つた旨の通告を受領したときは、そのドルによる支払又は払いもどしの額と等価額の日本円を、この協定に定める為替相場により、日本銀行内のアメリカ合衆国名義の特別信託勘定に積み立てるための措置を執るものとする。特別信託勘定からの引出しほ、次の目的のためにのみ行われる。

- a 公法四八〇第一章に関する規則、購入許可及びこの手続の2の規定に定める払いもどし
- b この手続の2の規定に従つて行う特別勘定への移管
- c この手続の3 bの規定に従つて商品金融会社のために行うド

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、本日署名された農産物に関する日本国とアメリカ合衆国との間の協定に言及する光榮を有します。同協定はその中で、日本国がその国内法上の手続に従つて同協定を承認したことを見知する日本国政府の公文をアメリカ合衆国政府が受領した日にその効力を生ずることを定めております。

日本国政府は、前記の協定に基く農産物の購入及び販売のための取引ができるだけすみやかに行なうことが望ましいことにかんがみ、同協定が効力を生ずるまでの間、その権限の範囲内で同協定第一条の規定及び他の関係規定の目的とするところを実施するための暫定的措置を、次の了解に従つて執ります。

¹ 日本国政府は、合衆国の金融機関又は商品金融会社がドルによ

¹ The English translation of the note is quoted in the United States note; *post*, p. 1132.

*The American Ambassador to the Japanese Minister for
Foreign Affairs*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Tokyo, May 31, 1955.

No. 2125

EXCELLENCY:

I have the honor to refer to Your Excellency's Note of May 31, 1955, which reads in the English translation thereof as follows:

"I have the honour to refer to the Agreement on Agricultural Commodities between Japan and the United States of America signed today, which provides, *inter alia*, that the Agreement shall enter into force on the date of receipt by the Government of the United States of America of a note from the Government of Japan stating that Japan has approved the Agreement in accordance with its legal procedures.

"In view of the desirability of entering into transactions for the purchase and sale of agricultural commodities under this Agreement as soon as possible, the Government of Japan, pending the entry into force of the Agreement, will take such interim measures as are within its power to implement the purposes of Article I and other related provisions of the said Agreement in accordance with the following understandings:

"1. Upon receipt of documentation showing dollar disbursements by United States banking institutions or by the Commodity Credit Corporation or upon receipt of notification of dollar reimbursements by the Commodity Credit Corporation for ocean transportation costs, the Government of Japan shall arrange for the deposit of an amount of yen, equivalent to such dollar disbursements or reimbursements, to a special trust account in the Bank of Japan in the name of the United States of America at the rate of exchange provided for in the Agreement. Withdrawals from the special trust account shall be made for the following purposes only:

- a. Refunds provided for under the Title I Public Law 480 Regulations, purchase authorizations, and paragraph 2 of this procedure.
- b. Transfers to the special account pursuant to paragraph 2 of this procedure.

TIAS 3284.
Post, p. 2119.

68 Stat. 455.
7 U.S.C. §§ 1701-1708.

TIAS 3250

c. Conversion to dollars for account of the Commodity Credit Corporation pursuant to paragraph 3b of this procedure.

"2. If the Agreement enters into force, the yen equivalent to the amount of ocean freight differential, if any, incurred on United States flag vessels required to be used, will be refunded to the Government of Japan and the balance in the special trust account will be transferred and deposited in the special account of the Government of the United States of America in the Bank of Japan in accordance with the provisions of the Agreement. Thereafter, yen accruing under the program will be deposited in accordance with such procedure.

"3. In the event the Agreement fails to enter into force prior to June 30, 1955, the following actions will be taken:

a. All authorizations will be revoked. However, the financing procedure prescribed herein shall apply to all sales contracts between importers and suppliers entered into pursuant to such authorizations prior to the effective date of such revocation.

b. The yen in the special trust account will be released to the Commodity Credit Corporation and will be converted into dollars for the account of Commodity Credit Corporation by the Japanese Government at the same rate of exchange at which they were deposited. It is understood that such conversion will be made without cost to the Commodity Credit Corporation.

"If the above meets with the approval of your Government, Your Excellency's note of approval confirming the above will be appreciated.

"I avail myself of this opportunity to renew to Your Excellency, Monsieur l'Ambassadeur, the assurance of my highest consideration."

I am pleased to confirm, on behalf of the Government of the United States of America, that the contents of Your Excellency's Note under reference meets with the approval of my Government.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

JOHN M. ALLISON

His Excellency

MAMORU SHIGEMITSU,
*Minister for Foreign Affairs
of Japan.*

KOREA

Surplus Agricultural Commodities

TIAS 3251
May 31, 1955

*Agreement signed at Seoul May 31, 1955;
Entered into force May 31, 1955.*

SURPLUS AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF KOREA UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSIST- ANCE ACT

The Government of the United States of America and The Government of the Republic of Korea:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States in these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the purchase of surplus agricultural commodities produced in the United States for hwan will assist in achieving such an expansion of trade;

Considering that the hwan accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which govern the sales of surplus agricultural commodities by the Government of the United States of America pursuant to the Agricultural Trade Development and Assistance Act of 1954, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

| Have agreed as follows:

ARTICLE I

SALE FOR HWAN

1. Subject to the issuance and acceptance of purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before June 30, 1955 the sale for hwan of tobacco and cotton

68 Stat. 454.
7 U.S.C. §1601 nota.

determined to be surplus pursuant to the Agricultural Trade Development and Assistance Act of 1954 to purchasers authorized by the Government of The Republic of Korea.

2. The United States Government will issue purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of hwan accruing from such sales, and other relevant matters, and which shall be subject to acceptance by the Government of The Republic of Korea.

3. The United States Government agrees to finance the sale to Korea of tobacco in value of \$5.0 million and cotton in value of \$10.0 million, including ocean transportation costs where required at export sales value, during the United States Fiscal Year 1955, under the terms of Title I of United States Public Law 480 of the 83rd Congress.

Purchase authorizations will be issued by the United States Government up to the above indicated value of these commodities. Commodities will be procured by Korean importers from the United States private trade at prices and qualities to be negotiated between buyers and sellers.

ARTICLE II

USES OF HWAN

1. The two Governments agree that hwan accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America for the following purposes in the approximate amounts shown:

- (i) For payment of United States expenses in Korea, including activities to help develop new markets for United States agricultural commodities, and expenses of other U.S. agencies in Korea in accordance with sub-sections (a), (f) and (h) of Section 104 of the Act, the hwan equivalent of \$9.0 million.
- (ii) To procure military equipment, materials, facilities, and services for use by ROK military forces for the common defense in accordance with sub-section (c) of Section 104 of the Act, the hwan equivalent of \$6.0 million.

2. The hwan accruing to the United States under this Agreement shall be expended by the U.S. Government for the purposes stated in Paragraph 1 of this Article in such manner and order of priority as the Government of the United States shall determine.

ARTICLE IIIDEPOSITS OF HWAN

1. Hwan shall be deposited to the account of the United States in the Bank of Korea equivalent to the dollar sales value of the commodities reimbursed or financed by the Government of the United States, including freight and handling except the extra cost of ocean freight resulting from a United States Government requirement on the use of U.S. flag vessels.

2. The rate of exchange of hwan to the United States dollar shall be the average hwan-dollar rate at which the United States Army obtained hwan against the sale of dollars at the last auction of dollars preceding the date of dollar disbursement. If dollar auctions are not the then current method by which the United States Army in Korea acquires hwan, the hwan-dollar rate to be used for the purpose of this Agreement will be the rate which the United States Army is then currently using in Korea for the encashment of U.S. dollar instruments.

3. The two Governments agree that the following procedures shall apply with respect to the hwan deposited to the account of the Government of the United States in the Bank of Korea under this Agreement:

(a) On the date of deposit of such hwan to the account of the Government of the United States, they shall, at the same rate of exchange at which they were deposited, be converted and transferred to a special dollar denominated account to the credit of the Government of the United States in the Bank of Korea.

(b) Drawings by the Government of the United States on such special account for the uses specified in Article II of this Agreement shall be paid by the Bank of Korea in hwan at the hwan-dollar rate at the time of drawing. This hwan-dollar rate shall be the average rate at the immediately preceding dollar auction at which the United States Army obtained hwan against the sale of dollars. If dollar auctions are not the then current method by which the United States Army in Korea acquires hwan, the hwan-dollar rate shall be the rate which the United States Army is using in Korea for the encashment of United States dollar instruments on the date on which the drawing is paid.

ARTICLE IV*GENERAL UNDERTAKINGS*

1. The Government of the Republic of Korea agrees that it will take all possible measures to prevent the resale or transhipment to other countries, or use for other than domestic purposes, (except where such resale, transshipment or use is specifically approved by the Government of the United States) of surplus agricultural commodities purchased pursuant to the provisions of the Agricultural Trade Development and Assistance Act of 1954, and to assure that its purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.
2. The two Governments agree that they will take reasonable precautions to assure that all sales of surplus agricultural commodities pursuant to the Agricultural Trade Development and Assistance Act of 1954 will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.
3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

ARTICLE V*CONSULTATION*

The two Governments will, upon the request of either of them, consult regarding any matters relating to the application of this Agreement or to the operation or arrangements carried out pursuant to this Agreement.

ARTICLE VI***ENTRY INTO FORCE***

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Seoul this 31st day of May, 1955.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

WILLIAM S. B. LACY

William S. B. Lacy
American Ambassador

FOR THE GOVERNMENT OF THE
REPUBLIC OF KOREA:

YUH WAN-CHANG

Yuh Wan-chang
Minister of Reconstruction

YUGOSLAVIA

Surplus Agricultural Commodities: Purchase of Additional Wheat

*Agreement effected by exchange of letters
Signed at Belgrade May 12, 1955;
Entered into force May 12, 1955.*

TIAS 3252
May 12, 1955

*The American Counselor for Economic Affairs to the Yugoslav
Counsellor of State for Foreign Affairs*

MAY 12, 1955.

DEAR MR. AMBASSADOR:

The Government of the United States has decided, following our joint review of the wheat requirements of Yugoslavia (as provided for during the visit of Vice President Vukmanovic-Tempo to the United States last Fall) to make available to your Government an additional 100,000 tons of wheat under the terms of Public Law 480, Title II.

This amount will increase to a total of 375,000 tons the amount of wheat cited in para 1(b) of my letter to you of December 27, 1954 [¹] provided Yugoslavia under Title II of Public Law 480.

68 Stat. 457.
7 U.S.C. §§1721-
1724.

The local currency counterpart of these 375,000 tons of wheat will be deposited in the usual 90%-10% pattern. The 90% portion will be used for agreed purposes to strengthen the economy of Yugoslavia. The 10% portion will be reserved for U. S. Government uses.

If your Government is in accord with the proposals set forth above, I have the honor to suggest that this letter, together with your reply so indicating, constitute an agreement between our two Governments effective on the date of your reply.

I take this occasion, Mr. Ambassador, to renew the assurance of my highest consideration.

JAMES S. KILLEEN
*Counselor for Economic Affairs
Embassy of the United States of America
Belgrade*

Ambassador STANISLAV KOPCOK,
*State Counsellor,
Secretariat of State for Foreign Affairs,
Federal People's Republic of Yugoslavia,
Belgrade.*

¹Not printed.

*The Yugoslav Counsellor of State for Foreign Affairs to the American
Counselor for Economic Affairs*

BEOGRAD, May 12, 1955

DEAR SIR,

I have the honor to acknowledge the receipt of your letter as of today, reading as follows:

"The Government of the United States has decided, following our joint review of the wheat requirements of Yugoslavia (as provided for during the visit of Vice President Vukmanović-Tempo to the United States last Fall) to make available to your Government an additional 100,000 tons of wheat under the terms of Public Law 480, Title II.

This amount will increase to a total of 375,000 tons the amount of wheat cited in para 1 (b) of my letter to you of December 27, 1954 provided Yugoslavia under Title II of Public Law 480.

The local currency counterpart of these 375,000 tons of wheat will be deposited in the usual 90%-10% pattern. The 90% portion will be used for agreed purposes to strengthen the economy of Yugoslavia. The 10% portion will be reserved for U. S. Government uses.

If your Government is in accord with the proposals set forth above, I have the honor to suggest that this letter, together with your reply so indicating, constitute an agreement between our two Governments effective on the date of your reply."

I have the honor to inform you that my Government concurs in the foregoing.

Please accept, dear Sir, the assurance of my highest consideration.

S. KOPČOK
Stanislav Kopčok
Counsellor of State for Foreign Affairs

Mr. JAMES S. KILLEEN
*Counselor for Economic Affairs,
Embassy of the United States of America
Beograd*

YUGOSLAVIA

SURPLUS AGRICULTURAL COMMODITIES

Purchase of Additional Wheat

Agreement amending the agreement of January 5, 1955.

Effectuated by exchange of letters

Signed at Belgrade May 12, 1955;

Entered into force May 12, 1955.

TIAS 3253
May 12, 1955

*The American Counselor for Economic Affairs to the
Yugoslav Counsellor of State for Foreign Affairs*

MAY 12, 1955.

DEAR MR. AMBASSADOR:

The Government of the United States has decided, following our joint review of the wheat requirements of Yugoslavia (as provided for during the visit of Vice President Vukmanovic-Tempo to the United States last Fall), to make available to your Government an additional 100,000 tons of wheat under the terms of Public Law 480, Title I.

My Government, therefore, proposes that the terms of the agreement entered into by our two Governments on January 5, 1955 be amended so as to include, within its provisions, this additional 100,000 tons of Title I wheat.

Specifically, the figure of 425,000 in Article I, para 1 of the above mentioned agreement, should be changed to read 525,000 tons. Similarly, the figure of 425,000 should be changed to 525,000 wherever it may appear in all correspondence between us which is attached to and is a part of the January 5th Agreement.

If you confirm to me the concurrence of your Government in the foregoing, my Government will consider this letter, together with your affirmative reply, as a part of the Agreement of January 5, 1955.

68 Stat. 455.
7 U.S.C. §§ 1701-
1709.

TIAS 3167.
Ante, p. 45.

I take this occasion, Mr. Ambassador, to renew the assurance of my highest consideration.

JAMES S. KILLEEN
Counselor for Economic Affairs
Embassy of the United States of America
Belgrade

Ambassador STANISLAV KOPCOK,
State Counsellor,
Secretariat of State for Foreign Affairs,
Federal People's Republic of Yugoslavia,
Belgrade.

*The Yugoslav Counsellor of State for Foreign Affairs
to the American Counselor for Economic Affairs*

BEOGRAD, May 12, 1955

DEAR SIR,

I have the honor to acknowledge the receipt of your letter as of today, reading as follows:

"The Government of the United States has decided, following our joint review of the wheat requirements of Yugoslavia (as provided for during the visit of Vice President Vukmanovic-Tempo to the United States last Fall), to make available to your Government an additional 100,000 tons of wheat under the terms of Public Law 480, Title I..

My Government, therefore, proposes that the terms of the agreement entered into by our two Governments on January 5, 1955, be amended so as to include, within its provisions, this additional 100,000 tons of Title I wheat.

Specifically, the figure of 425,000 in Article I, para 1 of the above mentioned agreement, should be changed to read 525,000 tons. Similarly, the figure of 425,000 should be changed to 525,000 wherever it may appear in all correspondence between us which is attached to and is a part of the January 5th Agreement.

If you confirm to me the concurrence of your Government in the foregoing, my Government will consider this letter, together with your affirmative reply, as a part of the Agreement of January 5, 1955."

I have the honor to inform you that my Government concurs in the foregoing.

I take this occasion, dear Sir, to renew the assurance of my highest consideration.

S. KOPČOK

Stanislav Kopčok
Counselor of State for Foreign Affairs

Mr. JAMES S. KILLEN

*Counselor for Economic Affairs,
Embassy of the United States of America,
Beograd*

TIAS 3253

YUGOSLAVIA

Economic Aid to Yugoslavia: Special Project Expenditures

TIAS 3254
May 12, 1955

*Agreement effected by exchange of letters
Signed at Belgrade May 12, 1955;
Entered into force May 12, 1955.*

*The American Counselor for Economic Affairs to the Yugoslav
Counsellor of State for Foreign Affairs*

MAY 12, 1955.

DEAR MR. AMBASSADOR:

In accordance with legislative authority and under conditions agreed upon between our two Governments, my Government has made available to your Government \$35,000,000 under Section 550 of Public Law 118 of July 16, 1953, as amended, for the procurement of certain agricultural commodities which were available in the United States. It is the hope of my Government that this program will contribute to the achievement of our common objectives in strengthening the defensive capacity and independence of Yugoslavia.

Following official notification of the dollar disbursement for such goods, and deposit of the equivalent dinar value thereof to the credit of the United States at the official rate of exchange prevailing at the time of such disbursement, the dinars so deposited shall be expended by the Government of the United States for the following purposes:

- (a) \$5,000,000 equivalent for off-shore procurement in Yugoslavia. These funds may be expended, at the option of the U. S. Government, and in accordance with the terms of specific OSP contracts, in payment of any OSP contracted between the Government of the United States and the Government of the FPRY;
- (b) \$10,000,000 equivalent for the construction of the Ljubljana-Zagreb military road subject to mutual agreement on the specific project (covering the points cited in Annex A of the Counterpart Release Agreement dated April 16, 1954); and

TIAS 3142.
5 UST, pt. 3, p. 2859.

(c) \$20,000,000 equivalent for the construction of port and other transportation facilities in Yugoslavia subject to mutual agreement on the specific projects (covering the points cited in Annex A of the Counterpart Release Agreement dated April 16, 1954).

If your Government is in accord with the proposals set forth above, I have the honor to suggest that this letter, together with your reply so indicating, constitute an agreement between our two Governments effective on the date of your reply.

I take this occasion, Mr. Ambassador, to renew the assurance of my highest consideration.

JAMES S. KILLEN
Counselor for Economic Affairs
Embassy of the United States of America
Belgrade

Ambassador STANISLAV KOPCOK,
State Counsellor,
Secretariat of State for Foreign Affairs,
Federal People's Republic of Yugoslavia,
Belgrade.

*The Yugoslav Counsellor of State for Foreign Affairs to the American
Counselor for Economic Affairs*

BEograd, May 12, 1955

DEAR SIR,

I have the honor to acknowledge the receipt of your letter as of today, reading as follows:

"In accordance with legislative authority and under conditions agreed upon between our two Governments, my Government has made available to your Government \$35,000,000 under Section 550 of Public Law 118 of July 16, 1953, as amended, for the procurement of certain agricultural commodities which were available in the United States. It is the hope of my Government that this program will contribute to the achievement of our common objectives in strengthening the defensive capacity and independence of Yugoslavia.

Following official notification of the dollar disbursement for such goods, and deposit of the equivalent dinar value thereof to the credit of the United States at the official rate of exchange prevailing at the time of such disbursement, the dinars so deposited

shall be expended by the Government of the United States for the following purposes:

- (a) \$5,000,000 equivalent for off-shore procurement in Yugoslavia. These funds may be expended, at the option of the U. S. Government, and in accordance with the terms of specific OSP contracts, in payment of any OSP contracted between the Government of the United States and the Government of the FPRY;
- (b) \$10,000,000 equivalent for the construction of the Ljubljana-Zagreb military road subject to mutual agreement on the specific project (covering the points cited in Annex A of the Counterpart Release Agreement dated April 16, 1954); and
- (c) \$20,000,000 equivalent for the construction of port and other transportation facilities in Yugoslavia subject to mutual agreement on the specific projects (covering the points cited in Annex A of the Counterpart Release Agreement dated April 16, 1954).

If your Government is in accord with the proposals set forth above, I have the honor to suggest that this letter, together with your reply so indicating, constitute an agreement between our two Governments effective on the date of your reply."

I have the honor to inform you that my Government concurs in the foregoing.

Please accept, dear Sir, the assurance of my highest consideration.

S. KOPČOK.

STANISLAV KOPČOK
*Counselor of State
for Foreign Affairs*

Mr. JAMES S. KILLEEN
*Counselor for Economic Affairs,
Embassy of the United States of America,
Beograd*

YUGOSLAVIA

Economic Aid

*Agreement effected by exchange of letters
Signed at Belgrade May 12, 1955;
Entered into force May 12, 1955.*

TIAS 3255
May 12, 1955

*The American Counselor for Economic Affairs to the Yugoslav
Counsellor of State for Foreign Affairs*

MAY 12, 1955.

DEAR MR. AMBASSADOR:

The Government of the United States concurs in the proposal of the Government of the FPRY to expend the remaining economic assistance funds under Public Law 665 for the financing of wheat. My Government proposes that these funds, amounting to approximately \$6.4 million, be used to finance, on a local currency sale basis under the provisions of Public Law 665, Section 402, such amounts of wheat as may be obtained therewith.

68 Stat. 843.
22 U. S. C. §1022.

It is understood that the Government of the FPRY will deposit to the appropriate account of the U. S. Treasury the dollar sales value of the wheat, including any freight and handling reimbursed or financed by the Government of the United States, and converted into dinars at the official rate of exchange in effect at the end of the period covered by each notification report. It is further understood that this local currency payment procedure is that applicable to all Section 402 goods which have been or are being provided Yugoslavia during the period from July 1, 1954 to June 30, 1955.

Our two Governments agree that pursuant to mutual agreement on specific projects in Yugoslavia to be financed therefrom the dinar proceeds which have been deposited to the account of the United States Treasury, as a result of Section 402 sales, constitute a grant by the Government of the United States to the Government of the Federal People's Republic of Yugoslavia. In this matter my Government is awaiting the submission of project proposals by your Government for the use of these funds and is

favorably inclined towards their use on highway projects, i. e. the Jadranski Put and the Zagreb-Ljubljana highway.

If your Government is in accord with the proposals set forth above, I have the honor to suggest that this letter, together with your reply so indicating, constitute an agreement between our two Governments effective on the date of your reply.

I take this occasion, Mr. Ambassador, to renew the assurance of my highest consideration.

JAMES S. KILLEEN
Counselor for Economic Affairs
Embassy of the United States of America
Belgrade

Ambassador STANISLAV KOPCOK,
State Counsellor,
Secretariat of State for Foreign Affairs,
Federal People's Republic of Yugoslavia,
Belgrade.

*The Yugoslav Counsellor of State for Foreign Affairs to the American
Counselor for Economic Affairs*

BEOGRAD, May 12, 1955

DEAR SIR,

I have the honor to acknowledge receipt of your letter as of today, reading as follows:

"The Government of the United States concurs in the proposal of the Government of the FPRY to expend the remaining economic assistance funds under Public Law 665 for the financing of wheat. My Government proposes that these funds, amounting to approximately \$6.4 million, be used to finance, on a local currency sale basis under the provisions of Public Law 665, Section 402, such amounts of wheat as may be obtained therewith.

It is understood that the Government of the FPRY will deposit to the appropriate account of the U. S. Treasury the dollar sales value of the wheat, including any freight and handling reimbursed or financed by the Government of the United States, and converted into dinars at the official rate of exchange in effect at the end of the period covered by each notification report. It is further understood that this local currency payment procedure is that applicable to all Section 402 goods which have been or are being provided Yugoslavia during the period from July 1, 1954 to June 30, 1955.

Our two Governments agree that pursuant to mutual agreement on specific projects in Yugoslavia to be financed therefrom the dinar proceeds which have been deposited to the account of the United States Treasury, as a result of Section 402 sales, constitute a grant by the Government of the United States to the Government of the Federal People's Republic of Yugoslavia. In this matter my Government is awaiting the submission of project proposals by your Government for the use of these funds and is favorably inclined towards their use on highway projects, i. e. the Jadranski Put and the Zagreb-Ljubljana highway.

If your Government is in accord with the proposals set forth above, I have the honor to suggest that this letter, together with your reply so indicating, constitute an agreement between our two Governments effective on the date of your reply."

I have the honor to inform you that my Government concurs in the foregoing.

Please accept, dear Sir, the assurance of my highest consideration.

S. KOPČOK
Stanislav Kopčok
*Counselor of State
for Foreign Affairs*

Mr. JAMES S. KILLEEN

*Counselor for Economic Affairs,
Embassy of the United States of America
Beograd.*

GREECE

Defense: Facilities Assistance

*Agreement effected by exchange of notes
Signed at Athens May 27, 1955;
Entered into force May 27, 1955.*

TIAS 3256
May 27, 1955

The American Ambassador to the Greek Minister of Foreign Affairs

AMERICAN EMBASSY,
Athens, May 27, 1955

No. 372

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments concerning a special program of facilities assistance by the Government of the United States to the Government of Greece to be carried out in accordance with the principles and conditions set forth in the exchange of notes dated July 30, 1954, and such other applicable agreements as may be in force between our two Governments. The purpose of this program is to increase the capacity of Greece to produce, maintain or repair ammunition and ammunition components, such increased capacity being urgently needed for the mutual defense of the North Atlantic Treaty countries.

TIAS 3034.
5 UST, pt. 2, p. 1554.

As a result of these discussions, the following understandings were arrived at:

- (1) The Government of Greece undertakes that in connection with the facilities assistance to be furnished by the United States:
 - (a) It will not discriminate in the sale of ammunition and ammunition components produced, maintained or repaired in facilities for which the Government of the United States has provided assistance, or in the charges for services in connection therewith, against any other North Atlantic Treaty country in terms of the price charged, the quality made available, or delivery dates.

- (b) It will maintain the additional facilities made available through United States assistance so that they will be in a condition to produce, maintain or repair ammunition and ammunition components promptly when they may be required; but pending such time, equipment furnished by the United States and such additional facilities may be used for other purposes, provided such use will not interfere with the ready availability of such equipment and facilities for the production, maintenance or repair of ammunition and ammunition components.
 - (c) It will furnish all of the land, buildings, equipment, materials and services required for the additional facilities, except for the equipment and technical advice to be furnished by the Government of the United States, and will take whatever measures are required to accomplish the increase in facilities envisaged in the program.
- (2) It is mutually understood that the appropriation of funds by the United States Congress for the Facilities Assistance Program was for the purpose of assisting in the creation of a net addition to European ammunition and ammunition components production, maintenance or repair capacity. In furtherance of this purpose, the Government of Greece undertakes that, in addition to the new facilities provided for hereunder, it will maintain or cause to be maintained in useable condition a total capacity for the production, maintenance or repair of ammunition and ammunition components, which shall be not less than the aggregate of that now existing and that already programmed for construction in Greece, whether under private or public ownership.
- (3) The undertakings in paragraph 1 (b) and in paragraph 2 with respect to the maintenance of facilities are subject to the understanding that should changed conditions make continued compliance with these undertakings either unnecessary as a matter of defense or infeasible, the Government of Greece may, after consultation with the Government of the United States, modify these undertakings to accord with such changed conditions.
- (4) The Government of the United States will, subject to the terms and conditions of any applicable United States legislation, furnish to the Government of Greece such production, maintenance or repair equipment and technical

advice as may be mutually arranged as provided in paragraph (5) hereof.

- (5) In carrying out the facilities assistance program, our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific projects involved, which will set forth the nature and amounts of the contributions to be made by the Government of the United States and the Government of Greece, the description and purpose of the facilities to be established, and other appropriate details. Such arrangements may include provisions for the procurement of equipment to be furnished by the United States Government from the Government of Greece under the offshore procurement program, and the transfer of such equipment to the Government of Greece.

I propose that if these understandings meet with the approval of the Government of Greece, the present note and your Excellency's note in reply shall be considered as constituting a confirmation of these arrangements.

Please accept, Excellency, the renewed assurances of my highest consideration.

CAVENDISH W. CANNON

His Excellency

STEPHAN STEPHANOPOULOS

Minister of Foreign Affairs

The Greek Minister of Foreign Affairs to the American Ambassador

MINISTÈRE ROYAL
DES AFFAIRES ETRANGÈRES¹ [1]

N° 1804

ATHENS, May 27, 1955

EXCELLENCY:

I have the honour to acknowledge receipt of your note N° 372 of May 27, 1955, concerning a special program of Facilities Assistance to be carried out in accordance with the principles and conditions set forth in our exchange of notes dated July 30, 1954, and such other applicable agreements as may be in force between our two Governments.

I Have the honour to confirm that the understandings and procedures set forth in your Note N° 372 of May 27, 1955, are acceptable to the Royal Government.

¹ Royal Ministry of Foreign Affairs.

Please accept, Excellency, the assurances of my highest consideration.

STEPHANOPOULOS

His Excellency

CAVENDISH W. CANNON

Ambassador of the United States

SPAIN

Mutual Defense Assistance: Extension of Facilities Assistance Program

*Agreement effected by exchange of notes
Signed at Madrid May 25, 1955;
Entered into force May 25, 1955.*

TIAS 3257
May 25, 1955

The American Ambassador to the Spanish Minister of Foreign Affairs

No. 508

MADRID, May 25, 1955

EXCELLENCY:

I have the honor to refer to the arrangements concluded between our two Governments in Notes dated April 9, 1954 and May 19, 1954, concerning a special program of facilities assistance by the Government of the United States to the Government of Spain.

TIAS 3008.
5 UST, pt. 3, p. 2377.

The purpose of the present Facilities Assistance Program established by the arrangements referred to above is to increase the capacity of Spain to produce propellants and explosives. As a result of further conversations between the representatives of our two Governments, it has been decided that it would be desirable to extend this program to facilities in addition to those for production of propellants and explosives. The particular case which has arisen regarding extension of the program is a suggestion of Spanish Government representatives that the Facilities Assistance Program for the United States Fiscal Year 1955 include equipment for a shell loading plant to be installed at the National Arms Factory at Valladolid. The project to provide equipment for this plant has been tentatively approved by my Government, but it will be necessary to supplement the understanding previously reached between our Governments regarding this program to take account of this extension to facilities other than those producing propellants and explosives. It is possible that it may in later years be considered desirable to extend these arrangements to other types of facilities in Spain, such as those for the maintenance and repair of ammunition and ammunition components. In order to avoid the necessity of additional supplements to the Memorandum of Understanding,

my Government believes it would be desirable to provide now for the extension of the arrangements between our Governments relating to the Facilities Assistance Program to facilities for the manufacture, maintenance and repair of ammunition and ammunition components. In order to provide for the extension of this program to include facilities for the manufacture, maintenance, and repair of ammunition and ammunition components, it is proposed that our two Governments agree that hereafter the mutual undertakings expressed in the Notes of April 9, 1954 and May 19, 1954 in connection with the program of assistance for propellants and explosives facilities shall also be undertakings in connection with the program of assistance for facilities for the manufacture, maintenance, and repair of ammunition and ammunition components.

I hereby propose that this present note and the affirmative reply of Your Excellency shall be considered as constituting a confirmation of these further arrangements pursuant to Article I, Paragraph 1 of the Mutual Defense Assistance Agreement between our two Governments.

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

JOHN DAVIS LODGE

His Excellency

ALBERTO MARTIN ARTAJO,
Ministry of Foreign Affairs.

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

MINISTERIO DE ASUNTOS EXTERIORES

Nº 416

MADRID, 25 de mayo de 1955.

EXCMO. SEÑOR:

Tengo la honra de acusar recibo a Vuecencia de la Nota número 598, de fecha 25 de mayo de 1955, cuyo texto, traducido al español, dice lo siguiente:

"Excmo. Señor:—Tengo la honra de referirme a las disposiciones acordadas entre nuestros dos Gobiernos en Notas fechadas el 9 de abril de 1954 y 19 de mayo de 1954, relativas a un Programa Especial de Ayuda para Instalaciones por el Gobierno de los Estados Unidos al Gobierno de España.—La finalidad del actual Programa de Ayuda para Instalaciones, establecido por los acuerdos arriba referidos, es la de incrementar la capacidad de

producción española de pólvoras y explosivos. A consecuencia de nuevas conversaciones entre los representantes de nuestros dos Gobiernos, se ha convenido que sería deseable ampliar este Programa a otras instalaciones, además de las destinadas a la producción de pólvoras y explosivos. El caso particular que ha surgido con relación a la ampliación del Programa, parte de una sugerencia formulada por representantes del Gobierno español, de que el Programa de Ayuda para Instalaciones correspondiente al año fiscal norteamericano de 1955 incluya el equipo para una instalación de carga de proyectiles, a establecer en la Fábrica Nacional de Armas de Valladolid. El proyecto de facilitar el equipo para ésta instalación ha sido provisionalmente aprobado por mi Gobierno, pero será necesario suplir el Acuerdo previamente establecido entre nuestros Gobiernos con relación a este Programa, a fin de incluir en esta ampliación instalaciones distintas de aquellas que producen pólvoras y explosivos. Es posible que en años sucesivos se considere conveniente ampliar estos acuerdos a otros tipos de instalaciones en España, tales como las de conservación y reparación de municiones y de elementos de munición. Con el fin de evitar la necesidad de suplementos adicionales al Memorandum de Entendimiento, mi Gobierno estima que procedería ahora proveer a la ampliación de las disposiciones acordadas entre nuestros dos Gobiernos, relativas al Programa de Ayuda para Instalaciones, haciéndolas extensivas a instalaciones para la fabricación, conservación y reparación de municiones y de elementos de munición. A fin de proveer a la ampliación de este Programa, con objeto de incluir instalaciones para la fabricación, conservación y reparación de municiones y de elementos de munición, se propone que nuestros dos Gobiernos acuerden que de aquí en adelante los compromisos mutuos expresados en las Notas de 9 de abril de 1954 y 19 de mayo de 1954, en relación con el Programa de Ayuda de Instalaciones para pólvoras y explosivos, constituyan también compromisos relativos al Programa de Ayuda de Instalaciones para la fabricación, conservación y reparación de municiones y de elementos de munición.—Por la presente propongo que ésta Nota y la respuesta afirmativa de Vuecencia se consideren constitutivas de una confirmación de estas disposiciones adicionales acordadas conforme al Artículo I, párrafo 1, del Convenio relativo a la Ayuda para la Mutua Defensa entre nuestros dos Gobiernos.—Acepte, Excelentísimo Señor, las reiteradas seguridades de mi más alta consideración."

Al manifestar la conformidad del Gobierno español con lo que antecede, cúmpleme significar a Vuecencia que el presente Canje de Notas constituye una confirmación de estas disposiciones

adicionales acordadas conforme al Artículo I, párrafo 1, del Convenio relativo a la Ayuda para la Mutua Defensa entre nuestros dos Gobiernos.

Le ruego acepte, señor Embajador, las reiteradas seguridades de mi más alta consideración.

ALBERTO MARTÍN ARTAJO

Excelentísimo Señor JOHN DAVIS LODGE
*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
Madrid.—*

Translation

MINISTRY OF FOREIGN AFFAIRS

No. 416

MADRID, May 25, 1955.

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note No. 598 of May 25, 1955, the text of which, translated into Spanish, reads as follows:

[For the English language text of the note, see *ante*, p. 1155.]

In expressing the agreement of the Spanish Government to the foregoing, I wish to inform Your Excellency that the present exchange of notes constitutes a confirmation of these further arrangements concluded in accordance with Article I, paragraph 1, of the Mutual Defense Assistance Agreement between our two Governments.

Accept, Mr. Ambassador, the renewed assurances of my highest consideration.

ALBERTO MARTÍN ARTAJO

His Excellency
JOHN DAVIS LODGE,
*Ambassador Extraordinary and Plenipotentiary of the
United States of America,
Madrid.*

NETHERLANDS

Mutual Defense Assistance: Special Facilities Assistance Program

*Agreement effected by exchange of notes
Signed at The Hague April 29, 1955;
Entered into force provisionally April 29, 1955;
definitively July 1, 1955.*

TIAS 3258
Apr. 29, 1955

The American Ambassador to the Netherlands Minister for Foreign Affairs and the Minister Without Portfolio

AMERICAN EMBASSY

No. 447

The Hague, April 29, 1955

EXCELLENCEES:

I have the honor to refer to recent discussions between representatives of our two Governments concerning a special program of facilities assistance by the Government of the United States of America to the Government of the Kingdom of the Netherlands to be carried out in accordance with the principles and conditions set forth in the Mutual Defense Assistance Agreement between our two Governments, dated January 27, 1950, as supplemented by an exchange of notes dated January 8, 1952, and such other applicable agreements as may be in force between our two Governments. The purpose of this program is to increase the capacity in the Netherlands to produce, maintain or repair ammunition and ammunition components (including propellants and explosives), such increased capacity being urgently needed for the mutual defense of the North Atlantic Treaty countries.

As a result of these discussions, the following understandings were arrived at:

- (1) The Government of the Kingdom of the Netherlands undertakes that in connection with the facilities assistance to be furnished by the United States:
 - (a) It will not discriminate in the sale of ammunition and ammunition components produced, maintained or re-

TIAS 2015.
1 UST 28.
TIAS 2615.
3 UST, pt. 4, p.
4633.

paired in facilities for which the Government of the United States has provided assistance, or in the charges for services in connection therewith, against any other North Atlantic Treaty country in terms of the price charged, the quality made available, or delivery dates.

- (b) It will maintain the additional facilities made available through United States assistance so that they will be in a condition to produce, maintain or repair ammunition and ammunition components promptly when they may be required; but pending such time, equipment furnished by the United States and such additional facilities may be used for other purposes, provided such use will not interfere with the ready availability of such equipment and facilities for the production, maintenance or repair of ammunition and ammunition components.
 - (c) It will furnish all of the land, buildings, equipment, materials and services required for the additional facilities, except for the equipment and technical advice to be furnished by the Government of the United States, and will take whatever measures are required to accomplish the increase in facilities envisaged in the program.
- (2) It is mutually understood that the appropriation of funds by the United States Congress for the Facilities Assistance Program was for the purpose of assisting in the creation of a net addition to European ammunition and ammunition components production, maintenance or repair capacity. In furtherance of this purpose, the Government of the Kingdom of the Netherlands undertakes that, in addition to the new facilities provided for hereunder, it will maintain or cause to be maintained in useable condition a total capacity for the production, maintenance or repair of ammunition and ammunition components, which shall not be less than the aggregate now existing and that already programmed for construction in the Netherlands under public ownership. The Government of the Kingdom of the Netherlands will, in addition, undertake to assure that private industry receiving assistance under the Facilities Assistance Program will maintain in useable condition its existing and programmed capacity for ammunition and ammunition component production, maintenance or repair. The Government of the Kingdom of the Netherlands will also exert its best efforts to assure that the existing capacity of private enterprises, not receiving assistance hereunder,

for ammunition, ammunition components, maintenance and repair will be maintained.

- (3) The undertakings in paragraph 1 (b) and in paragraph 2 with respect to the maintenance of facilities are subject to the understanding that if it is agreed that changed conditions make continued compliance with these undertakings either unnecessary as a matter of defense or infeasible, the Government of the Kingdom of the Netherlands may modify these undertakings to accord with such changed conditions.
- (4) The Government of the United States will, subject to the terms and conditions of any applicable United States legislation, furnish to the Government of the Kingdom of the Netherlands such production, maintenance or repair equipment and technical advice as may be mutually arranged as provided in paragraph (5) hereof.
- (5) In carrying out the Facilities Assistance Program, our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific projects involved, which will set forth the nature and amounts of the contributions to be made by the Government of the United States and the Government of the Kingdom of the Netherlands, the description and purpose of the facilities to be established, and other appropriate details. Such arrangements may include provisions for the procurement of equipment to be furnished by the United States Government from the Government of the Kingdom of the Netherlands under the Offshore Procurement Program, and the transfer of such equipment to the Government of the Kingdom of the Netherlands in accordance with the provisions of the Mutual Defense Assistance Agreement.

I have the honor to suggest that if these understandings meet with the approval of the Government of the Kingdom of the Netherlands, the present note and Your Excellencies' reply to that effect will constitute an agreement between our two Governments, pursuant to Article I, para 1 of the Mutual Defense Assistance Agreement.

As far as the Kingdom of the Netherlands is concerned, the provisions of this agreement shall apply to the Realm in Europe only.

The present agreement shall enter into force on the date the Embassy of the United States of America is notified [¹] that the approval constitutionally required in the Netherlands has been obtained. Meanwhile, I suggest that the parties to the present agreement shall apply its provisions from the date of Your Excellencies' reply.

Please accept, Excellencies, the renewed assurances of my highest consideration.

H. FREEMAN MATTHEWS

Their Excellencies

J. W. BEYEN

*Minister for Foreign Affairs
and*

J. M. A. H. LUNS

*Minister without Portfolio
Royal Netherlands Ministry
for Foreign Affairs
The Hague*

*The Netherlands Minister Without Portfolio and the Minister for
Foreign Affairs to the American Ambassador*

MINISTRY OF FOREIGN AFFAIRS
THE HAGUE

No : 59180.

APRIL 29, 1955.

EXCELLENCY:

We have the honour to acknowledge receipt of Your Excellency's Note dated April 29, 1955, and reading as follows:

"Excellencies:

I have the honour to refer to recent discussions between representatives of our two Governments concerning a special program of facilities assistance by the Government of the United States of America to the Government of the Kingdom of the Netherlands to be carried out in accordance with the principles and conditions set forth in the Mutual Defense Assistance Agreement between our two Governments, dated January 27, 1950, as supplemented by an exchange of notes dated January 8, 1952, and such other applicable agreements as may be in force between our two Governments.

The purpose of this program is to increase the capacity in the Netherlands to produce, maintain or repair ammunition and

¹July 1, 1955.

ammunition components (including propellants and explosives), such increased capacity being urgently needed for the mutual defense of the North Atlantic Treaty countries.

As a result of these discussions, the following understandings were arrived at:

- (1) The Government of the Kingdom of the Netherlands undertakes that in connection with the facilities assistance to be furnished by the United States:
 - (a) It will not discriminate in the sale of ammunition and ammunition components produced, maintained or repaired in facilities for which the Government of the United States has provided assistance, or in the charges for services in connection therewith, against any other North Atlantic Treaty country in terms of the price charged, the quality made available, or delivery dates.
 - (b) It will maintain the additional facilities made available through United States assistance so that they will be in a condition to produce, maintain or repair ammunition and ammunition components promptly when they may be required; but pending such time, equipment furnished by the United States and such additional facilities may be used for other purposes, provided such use will not interfere with the ready availability of such equipment and facilities for the production, maintenance or repair of ammunition and ammunition components.
 - (c) It will furnish all of the land, buildings, equipment, materials and services required for the additional facilities, except for the equipment and technical advice to be furnished by the Government of the United States, and will take whatever measures are required to accomplish the increase in facilities envisaged in the program.
- (2) It is mutually understood that the appropriation of funds by the United States Congress for the Facilities Assistance Program was for the purpose of assisting in the creation of a net addition to European ammunition and ammunition components production, maintenance or repair capacity. In furtherance of this purpose, the Government of the Kingdom of the Netherlands undertakes that, in addition to the new facilities provided for hereunder, it will maintain or cause to be maintained in useable condition a total capacity for the production, maintenance or repair of ammunition and ammunition components, which shall not be

less than the aggregate now existing and that already programmed for construction in the Netherlands under public ownership. The Government of the Kingdom of the Netherlands will, in addition, undertake to assure that private industry receiving assistance under the Facilities Assistance Program will maintain in useable condition its existing and programmed capacity for ammunition and ammunition component production, maintenance or repair. The Government of the Kingdom of the Netherlands will also exert its best efforts to assure that the existing capacity of private enterprises, not receiving assistance hereunder, for ammunition, ammunition components, maintenance and repair will be maintained.

- (3) The undertakings in paragraph 1 (b) and in paragraph 2 with respect to the maintenance of facilities are subject to the understanding that if it is agreed that changed conditions make continued compliance with these undertakings either unnecessary as a matter of defense or infeasible, the Government of the Kingdom of the Netherlands may modify these undertakings to accord with such changed conditions.
- (4) The Government of the United States will, subject to the terms and conditions of any applicable United States legislation, furnish to the Government of the Kingdom of the Netherlands such production, maintenance or repair equipment and technical advice as may be mutually arranged as provided in paragraph (5) hereof.
- (5) In carrying out the facilities assistance program, our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific projects involved, which will set forth the nature and amounts of the contributions to be made by the Government of the United States and the Government of the Kingdom of the Netherlands, the description and purpose of the facilities to be established, and other appropriate details. Such arrangements may include provisions for the procurement of equipment to be furnished by the United States Government from the Government of the Kingdom of the Netherlands under the offshore procurement program, and the transfer of such equipment to the Government of the Kingdom of the Netherlands in accordance with the provisions of the Mutual Defense Assistance Agreement."

We have the honour to inform Your Excellency that the Netherlands Government accept the foregoing provisions and will regard Your Excellency's Note and the present reply as constituting an agreement between our two Governments, pursuant to Article I, para 1 of the Mutual Defense Assistance Agreement. As far as the Kingdom of the Netherlands is concerned, the provisions of this Agreement shall apply to the Realm in Europe only. The present Agreement shall enter into force on the date the United States' Embassy is notified that the approval constitutionally required in the Netherlands has been obtained. We accept your suggestion that, meanwhile, the parties to the present Agreement shall apply its provisions from the date of this Note of reply.

Please accept, Excellency, the renewed assurances of our highest consideration.

THE MINISTER WITHOUT
PORTFOLIO:
J M A H LUNS

THE MINISTER OF FOREIGN
AFFAIRS:
J W BEYEN

His Excellency

H. FREEMAN MATTHEWS,
United States Ambassador,
The Hague.

UNITED KINGDOM

Mutual Defense Assistance: Extension of Facilities Assistance Program

*Agreement effected by exchange of notes
Signed at London June 27, 1955;
Entered into force June 27, 1955.*

TIAS 3259
June 27, 1955

*The American Ambassador to the British Secretary of State for
Foreign Affairs*

No. 2511

LONDON, June 27, 1955

SIR,

I have the honor to refer to the arrangements set out in the exchange of notes between myself and your predecessor dated June 8 and 15, 1954, respectively, concerning a special program of facilities assistance by the Government of the United States to the Government of the United Kingdom of Great Britain and Northern Ireland.

TIAS 2993.
5 UST, pt. 2, p.
1293.

The purpose of the present facilities assistance program is to increase the capacity of the United Kingdom to produce propellants and explosives. As a result of further conversations between the representatives of our two Governments, it has been decided that it might be desirable to extend this program, and the arrangements made in connection therewith, to facilities for ammunition, including rocket missiles, and ammunition components, in addition to facilities for propellants and explosives.

On behalf of my Government I therefore propose that hereafter the arrangements in connection with the program of assistance for propellants and explosives facilities set out in the aforementioned exchange of notes shall also extend to any program of assistance for facilities for the manufacture of ammunition including rocket missiles and ammunition components.

I hereby propose that this present note and your affirmative reply shall be considered as constituting a confirmation of the extension proposed herein of the arrangements entered into in the aforementioned exchange of notes, pursuant to Article I, paragraph

TIAS 2017.
1 UST 127

1, of the Mutual Defense Assistance Agreement between our two Governments.

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

WINTHROP W. ALDRICH

The Right Honorable

HAROLD MACMILLAN, M. P.

Secretary of State

for Foreign Affairs

Foreign Office

London, S. W. 1

The British Prime Minister to the American Ambassador

FOREIGN OFFICE, S. W. 1.

No. M 1021/14.

June 27, 1955.

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of your Note No. 2511 of today's date concerning the extension of the special programme of facilities assistance furnished by the Government of the United States to the Government of the United Kingdom which formed the subject of the exchange of notes between Your Excellency and myself of the 8th and 15th of June, 1954 respectively.

In reply I have to state that the proposals set forth in Your Excellency's note of today's date are acceptable to Her Majesty's Government in the United Kingdom, and that your note and this reply shall be considered as constituting a confirmation of the extension, proposed therein, of the arrangements entered into in the earlier exchange of notes pursuant to Article I paragraph 1 of the Mutual Defence Assistance Agreement between our two Governments, and that these arrangements shall, unless otherwise agreed between our two Governments, govern the extension of the execution of the special programme of facilities assistance.

I have the honour to be with the highest consideration,

Your Excellency's obedient Servant,

(For Sir Anthony Eden)

REDDING

His Excellency

The Honourable

WINTHROP W. ALDRICH, G.B.E.,

etc., etc., etc.,

1, Grosvenor Square,

W.1.

THAILAND

SURPLUS AGRICULTURAL COMMODITIES

*Agreement signed at Bangkok June 21, 1955;
Entered into force June 21, 1955.*

TIAS 3260
June 21, 1955

SURPLUS AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THAILAND UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT

The Government of the United States of America and the Government of Thailand:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States in these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the purchase of surplus agricultural commodities produced in the United States for baht will assist in achieving such an expansion of trade;

Considering that the baht accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which govern the sales of surplus agricultural commodities by the Government of the United States of America pursuant to the Agricultural Trade Development and Assistance Act of 1954, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

68 Stat. 454.
7 U. S. C. § 1601 note.

Have agreed as follows:

ARTICLE I

SALE FOR LOCAL CURRENCY

1. Subject to the negotiation and execution of supplemental commodity agreements referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before June 30, 1955 the sale for baht of certain agricultural commodities determined to be surplus pursuant to the Agricultural Trade Development and Assistance Act of 1954 to purchasers authorized by the Government of Thailand.

2. The two Governments will conclude supplemental agreements which, together with the terms of this Agreement, shall apply to the sale of commodities and the uses of the currency accruing from such sales. The supplemental agreements shall include provisions relating to the sale, transfer and delivery of commodities, the time and circumstances of deposit of such currency, and other relevant matters. The provisions of such supplemental agreements will be incorporated in purchase authorizations issued by the Government of the United States and subject to acceptance by the Government of Thailand.

3. The United States Government agrees to finance the sale to Thailand of tobacco, in C. I. F. value of \$2.0 million during the United States fiscal year 1955, under the terms of Title I of United States Public Law 480 of the 83rd Congress.

Purchase authorizations will be issued by the United States Government up to the above indicated value of this commodity. The commodity will be procured by Thailand importers from the United States private trade at prices and qualities to be negotiated between buyers and sellers.

ARTICLE II

USES OF LOCAL CURRENCY

1. The two Governments agree that baht accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America for the following purposes in the approximate amounts shown:

- (i) The baht equivalent of \$1.2 million, in accordance with subsections (a), (f), and (h) of Section 104 of the Act, for payment of United States Government expenses in Thailand, including activities to help develop new markets for United States agricultural commodities on a mutually benefiting basis, and expenses related to the international educational exchange activities between the United States and Thailand;
- (ii) The baht equivalent of \$0.8 million, in accordance with subsection (g) of Section 104 of the Act, for loans to promote multilateral trade and economic development, made through established banking facilities of Thailand or in any other manner which the United States Government may deem to be appropriate. Loans of baht to borrowers domiciled outside Thailand shall be subjected

to prior consultation between the two Governments. Strategic materials, services, or foreign currencies may be accepted in repayment of such loans.

2. The baht currency accruing to the United States under this agreement shall be expended by the United States Government for the purposes stated in paragraph 1 of this Article in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III

DEPOSITS OF BAHT

The dollar sales value of the commodities reimbursed or financed by the Government of the United States shall be converted into baht at the average Bangkok commercial banks' selling rate for U. S. dollars prevailing on the date of dollar disbursement and shall be deposited to the account of the United States Government at the Bank of Thailand. Such dollar sales value shall include ocean freight and handling reimbursed or financed by the Government of the United States, except that it shall not include any extra cost of ocean freight resulting from a United States requirement that the commodities be transported on United States flag vessels.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Thailand agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes, (except where such resale, transshipment or use is specifically approved by the Government of the United States) of surplus agricultural commodities purchased under this Agreement pursuant to the provisions of the Agricultural Trade Development and Assistance Act of 1954, and to assure that its purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.

2. The two Governments agree that they will take reasonable precautions to assure that all sales of surplus agricultural commodities pursuant to the Agricultural Trade Development and Assistance Act of 1954 will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United

States in these commodities, or materially impair trade relations among the countries of the free world.

3. In carrying out this agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

ARTICLE V

CONSULTATION

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation or arrangements carried out pursuant to this Agreement.

ARTICLE VI

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done in duplicate, in the English language, at Bangkok, this twenty-first day of June, 1955.

FOR THE UNITED STATES OF AMERICA:

JOHN E PEURIFOY

[SEAL]

John E. Peurifoy
United States Ambassador

FOR THAILAND:

WORAKAN BANCHА

[SEAL]

Worakan Banchа
Acting Minister of Foreign Affairs

ISRAEL

Surplus Agricultural Commodities

*Agreement supplementing agreement of April 29, 1955.
Signed at Washington June 15, 1955;
Entered into force June 15, 1955.*

TIAS 3261
June 15, 1955

SUPPLEMENTARY AGREEMENT TO AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND ISRAEL UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT

The Government of the United States of America and the Government of Israel:

Recognizing that a drought has occurred in Israel resulting in serious crop failure and a need for additional supplies of agricultural commodities;

Considering that consultations have been held in accordance with Article V of the Agricultural Commodities Agreement entered into by the two Governments the twenty-ninth day of April, 1955;

Desiring to set forth the understanding which will govern the sales of additional agricultural commodities to Israel pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

TIAS 3228.
Ante, p. 817.

68 Stat. 455.
7 U.S.C. §§ 1701-
1709.

ARTICLE I

SALES FOR ISRAEL POUNDS

Subject to the provisions of Article I of the cited Agreement the United States Government undertakes to finance the sale to Israel of the following additional commodities, in the export market values indicated, during the United States fiscal year

1955, under the terms of Title I of the said Act and of this Supplemental Agreement:

<i>Commodity</i>	<i>Value (Million dollars)</i>
Feed grain (about 40,000 M.T.)	\$1.6
Wheat (about 22,000 M.T.)	1.4
 Sub-total	 3.0
Ocean transportation (estimated for 50% cost)	.6
 TOTAL	 .3.6

ARTICLE II

USES OF ISRAEL POUNDS

1. The two Governments agree that Israel pounds accruing to the Government of the United States as a consequence of sales made pursuant to this Supplemental Agreement will be used by the Government of the United States for the following purposes in the amounts shown:
 - (a) To help develop new markets for United States agricultural commodities, for international educational exchange, for purchase of goods and services for other friendly countries and for other U. S. expenditures in Israel under subsections (a), (d), (f), and (h) of Section 104 of the Act, the Israel pound equivalent of \$.9 million.
 - (b) For loans to the Government of Israel to promote the economic development of Israel under Section 104 (g) of the Act, the Israel pound equivalent of \$2.7 million, subject to supplemental agreement between the two Governments. In the event that Israel pounds set aside for loans to the Government of Israel are not advanced within three years from the date of this Supplemental Agreement as a result of failure of the two Governments to reach agreement on uses of the Israel pounds for loan purposes or for any other purpose, the Government of the United States may use the Israel pounds for any other purpose authorized by Section 104 of the Act.
2. The Israel pounds accruing under this Supplemental Agreement shall be expended by the Government of the United States for purposes stated in paragraph 1 of this Article, in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III*ADDITIONAL UNDERSTANDINGS*

The provisions of Articles III, IV, and V of the cited Agreement of April twenty-ninth, 1955 shall apply with equal force and effect to this Supplemental Agreement.

ARTICLE IV*ENTRY INTO FORCE*

This Supplemental Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Supplemental Agreement.

DONE at Washington this fifteenth day of June, 1955.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JOHN D. JERNEGAN

FOR THE GOVERNMENT OF ISRAEL:

ABBA EBAN

TIAS 3261

COLOMBIA

Surplus Agricultural Commodities

*Agreement signed at Bogotá June 23, 1955;
Entered into force June 23, 1955.*

TIAS 3262
June 23, 1955

AGRICULTURAL COMMODITIES AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND COLOMBIA
UNDER TITLE I OF THE
AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT

The Government of the United States of America and
the Government of Colombia:

Recognizing the desirability of expanding trade in
agricultural commodities between their two countries and
with other friendly nations in a manner which would not
displace usual marketings of the United States in these
commodities or unduly disrupt world prices of agricultural
commodities:

Considering that the purchase for Colombian pesos of
agricultural commodities produced in the United States
will assist in achieving such an expansion of trade;

Considering that the pesos accruing from such pur-
chases will be utilized in a manner beneficial to both
countries:

Desiring to set forth the understanding which will
govern the sales of agricultural commodities to Colombia
pursuant to Title I of the Agricultural Trade Development
and Assistance Act of 1954, and the measures which the two
Governments will take individually and collectively in
furthering the expansion of trade in such commodities;

68 Stat. 455.
7 U. S. C. §§ 1701-
1709.

Have agreed as follows:

ARTICLE I

SALES FOR PESOS

1. Subject to the issuance and acceptance of purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before July 31, 1955, the sale for pesos of certain agricultural commodities determined to be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954 to purchasers authorized by the Government of Colombia.
2. The United States Government will issue purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the pesos accruing from such sales, and other relevant matters, and which shall be subject to acceptance by the Government of Colombia. Certain commodities, and amounts, with respect to which tentative agreement has been reached by the two Governments, are listed in paragraph 3 of this Article.

3. The United States Government undertakes to finance the sale to Colombia of the following commodities, in the values indicated, during the United States fiscal year 1955, under the terms of Title I of the said Act and of this Agreement:

<u>Commodity</u>	<u>Value</u> (millions of dollars)
Wheat	1.6
Cotton	1.6
Cottonseed oil	1.0
Nonfat dry milk and butter	0.7
Ocean transportation (estimated)	<u>0.4</u>
Total	5.3

ARTICLE II

USES OF PESOS

1. The two Governments agree that pesos accruing to the Government of the United States as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States for the following purposes in the amounts shown:

- (a) To help develop new markets for United States agricultural commodities, to finance international educational exchange activities in Colombia, to purchase platinum for the United States national stockpile, and for other U.S. expenditures in Colombia under sub-sections (a), (b), (f) and (h) of Section 104 of the Act, the peso equivalent of \$2.3 million;
- (b) For loans to the Government of Colombia to promote the economic development of Colombia under section 104 (g) of the Act, the peso equivalent of \$3.0 million subject to supplemental agreement between the two Governments. In the event that pesos set aside for loans to the Government of Colombia are not advanced within three years from the date of this Agreement as a result of failure of the two Governments to reach agreement on uses of the pesos for loan purposes or for any other purposes, the Government of the United States may use the pesos for any other purpose authorized by Section 104 of the Act.

2. The pesos accruing under this Agreement shall be expended by the Government of the United States for the purposes stated in paragraph 1 of this Article, in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III

DEPOSITS OF PESOS

1. The amount of pesos to be deposited to the account of the United States in the Bank of the Republic of

Colombia shall be the equivalent of the dollar sales value of the commodities reimbursed or financed by the Government of the United States converted into pesos at the rate for dollar exchange generally applicable to import transactions (excluding imports granted a preferential rate) on dates of dollar disbursement by the United States. Such dollar sales value shall include ocean freight and handling reimbursed or financed by the Government of the United States, except that it shall not include any extra cost of ocean freight resulting from a United States requirement that the commodities be transported on United States flag vessels.

2. The two Governments agree that the following procedures shall apply with respect to the pesos deposited to the account of the United States under this Agreement:

- (a) On the date of deposit of such pesos to the account of the United States, they shall, at the same rate of exchange at which they were deposited, be converted and transferred to a special dollar denominated account to the credit of the United States Government in the Bank of the Republic of Colombia.
- (b) Drawings on such special account by the United States for the uses specified in paragraph 1 (a) of Article II of this agreement shall be paid by the Bank of the Republic of Colombia in pesos at the rate for dollar exchange generally applicable to import transactions (excluding imports granted a preferential rate) on the date of payment.
- (c) Drawings on such special account for the loan uses specified in paragraph 1 (b) of Article II of this Agreement shall be accomplished by transferring from such special account to the account of the Government of the Republic of Colombia the equivalent of the pesos to be loaned.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Colombia agrees that it will take all possible measures to prevent the resale or transhipment to other countries, or use for other than domestic purposes (except where such resale, transhipment or use is specifically approved by the Government of the United States) of surplus agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the importation of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.

2. The two Governments agree that they will take reasonable precautions to assure that sales or purchases of surplus agricultural commodities pursuant to this Agreement will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.

3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

ARTICLE V

CONSULTATION

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.

ARTICLE VI

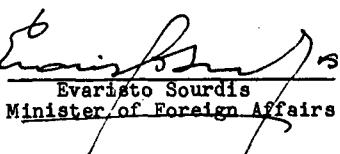
ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

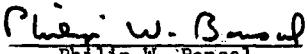
IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done in the English and Spanish languages at Bogotá this twentythird day of June 1955.

FOR: THE GOVERNMENT OF
COLOMBIA


Evaristo Soudis
Minister of Foreign Affairs

FOR: THE GOVERNMENT OF THE
UNITED STATES OF AMERICA


Philip W. Bonsal
Ambassador of the United States of America

CONVENIO SOBRE ARTICULOS AGRICOLAS
ENTRE LOS ESTADOS UNIDOS DE AMERICA Y COLOMBIA
SEGUN EL TITULO I DE LA LEY
SOBRE ASISTENCIA Y DESARROLLO DEL COMERCIO AGRICOLA

El Gobierno de los Estados Unidos de América y el
Gobierno de Colombia:

Reconociendo la conveniencia de extender el comercio en artículos agrícolas entre sus dos países y con otras naciones amigas en una forma que no desaloje los mercados usuales de los Estados Unidos en estos artículos ni desorganice indebidamente los precios mundiales de los artículos agrícolas;

Considerando que la compra en pesos colombianos de artículos agrícolas producidos en los Estados Unidos ayudará a obtener tal extensión del comercio;

Considerando que los pesos resultantes de dichas compras serán utilizados en una forma beneficiosa para ambos países;

Deseando establecer el acuerdo que gobernará las ventas de artículos agrícolas a Colombia de conformidad con el Título I de la Ley Sobre Asistencia y Desarrollo del Comercio Agrícola de 1954, y las medidas que los dos gobiernos tomarán individual y colectivamente para fomentar la extensión del comercio de tales artículos;

Han convenido en lo siguiente:

ARTICULO I

VENTAS POR PESOS

1. Con sujeción a la expedición y aceptación de autorizaciones de compra a que se hace referencia en el parágrafo 2 de este Artículo, el Gobierno de los Estados Unidos de América se compromete a financiar el 31 de Julio de 1955 o antes, la venta por pesos de ciertos artículos agrícolas determinadas como excedentes de conformidad con el Título I de la Ley sobre Asistencia y Desarrollo del Comercio Agrícola a compradores autorizados por el Gobierno de Colombia.
2. El Gobierno de los Estados Unidos expedirá autorizaciones de compra que incluirán estipulaciones referentes a la venta y entrega de artículos, el tiempo y circunstancias de depósito de los pesos resultantes de tales ventas, y otros asuntos pertinentes, y que estarán sujetas a la aceptación por parte del Gobierno de Colombia. Ciertos artículos y cantidades con respecto a los cuales los dos gobiernos han llegado a un proyecto de convenio están enumerados en el parágrafo 3 de este Artículo.

3. El Gobierno de los Estados Unidos se compromete a financiar la venta a Colombia de los siguientes artículos, por los valores indicados, durante el año fiscal de los Estados Unidos de 1955, según los términos del Título de la mencionada Ley y de este Convenio:

Artículo	Valor (millones de dólares)
Trigo	1.6
Algodón	1.6
Aceite de semilla de algodón	1.0
Leche seca descremada y mantequilla	0.7
Transportes marítimos (est.)	<u>0.4</u>
Total	5.3

ARTICULO II

USO DE PESOS

1. Los dos Gobiernos convienen en que los pesos acumulados para el Gobierno de los Estados Unidos como consecuencia de las ventas hechas de conformidad con este Convenio serán usados por el Gobierno de los Estados Unidos para los siguientes fines en las cantidades señaladas:

(a) Para ayudar a fomentar nuevos mercados para artículos agrícolas de los Estados Unidos, para fomentar actividades de intercambio cultural internacional en Colombia, para comprar platino para la reserva nacional de los Estados Unidos y para otros gastos de los Estados Unidos en Colombia según las subsecciones (a), (b), (f) y (h) de la Sección 104 de la Ley, los pesos equivalentes a U.S. \$2.3 millones;

(b) Para préstamos al Gobierno de Colombia para promover el desarrollo económico de Colombia según la sección 104 (g) de la Ley, los pesos equivalentes a U.S. \$3.0 millones, con sujeción a convenios suplementarios entre los dos Gobiernos. En el caso de que los pesos dedicados para préstamos al Gobierno de Colombia no hayan sido prestados dentro de los tres años subsiguientes a la fecha de este Convenio como resultado de que los dos Gobiernos no pudieron llegar a un acuerdo sobre el uso de los pesos para fines de préstamo o para cualesquiera otros fines, el Gobierno de los Estados Unidos puede usar los pesos para cualquier otro fin autorizado en la Sección 104 de la Ley.

2. Los pesos acumulados en virtud de este Convenio serán gastados por el Gobierno de los Estados Unidos para los fines establecidos en el parágrafo 1 de este Artículo, en la forma y orden de prioridad que el Gobierno de los Estados Unidos determine.

ARTICULO III

DEPOSITO DE PESOS

1. La cantidad de pesos que deben depositarse a la cuenta de los Estados Unidos en el Banco de la Republica de

Colombia deberá ser el equivalente del valor de las ventas en dólar de los artículos, reembolsado o financiado por el Gobierno de los Estados Unidos, convertido en pesos al tipo de cambio para dólares aplicable generalmente a transacciones de importación, (excluyendo importaciones permitidas a tipo preferencial) en las fechas de desembolso de dólar por los Estados Unidos. Tal valor de ventas de dólar deberá incluir flete y trámite marítimo reembolsados o financiados por el Gobierno de los Estados Unidos, pero no deberá incluir ningún gasto extra de flete marítimo que resulte de un requisito de los Estados Unidos de que los artículos sean transportados en buques de bandera de los Estados Unidos.

2. Los dos Gobiernos convienen en que los siguientes trámites deberán aplicarse con respecto a los pesos depositados a la cuenta de los Estados Unidos según este Convenio:

- (a) En la fecha de depósito de tales pesos a la cuenta de los Estados Unidos, deberán ellos convertirse y transferirse a una cuenta especial denominada de dólar al crédito del Gobierno de los Estados Unidos en el Banco de la República de Colombia, al mismo tipo de cambio al cual fueron depositados.
- (b) Los giros contra tal cuenta especial por los Estados Unidos para los fines especificados en el parágrafo 1 (a) del Artículo II de este Convenio deberán pagarse por el Banco de la República de Colombia en pesos al tipo de cambio para dólares generalmente aplicable a transacciones de importación (excluyendo importaciones permitidas a tipo preferencial) en la fecha de efectuar el pago.
- (c) Los giros contra tal cuenta especial para fines de préstamos específicos en el parágrafo 1 (b) del Artículo II de este Convenio, deberán efectuarse por transferencia, de tal cuenta especial a la cuenta del Gobierno de la República de Colombia, del equivalente de los pesos que se deben prestar.

ARTICULO IV

COMPROBIMOS GENERALES

1. El Gobierno de Colombia conviene en que empleará todos los medios a su alcance para impedir la reventa o transbordo a otros países, o el uso distinto a fines nacionales (excepto cuando tales reventa, transbordo o uso sean específicamente aprobados por el Gobierno de los Estados Unidos), de los artículos agrícolas excedentes comprados de acuerdo con las estipulaciones de este Convenio, y para asegurar que la importación de tales artículos no produzca una mayor disponibilidad de estos o iguales artículos para naciones no amigas de los Estados Unidos.
2. Los dos Gobiernos convienen en que tomarán precauciones razonables para garantizar que las ventas o compras de los artículos agrícolas excedentes, de acuerdo con este Convenio, no desorganicen los precios mundiales de los artículos agrícolas, desalojen los mercados usuales de los Estados Unidos en estos artículos, o perjudiquen materialmente las relaciones comerciales entre los países del mundo libre.

3. Al llevar a cabo este Convenio, los dos Gobiernos tratarán de asegurar condiciones de comercio que permitan a los comerciantes particulares funcionar efectivamente y pondrán su más grande esfuerzo para fomentar y extender la demanda continua de mercado para artículos agrícolas.

ARTICULO V

CONSULTA

Por solicitud del uno al otro, los dos Gobiernos se consultarán con respecto a cualquier asunto relacionado con la aplicación de este Convenio o con el funcionamiento de arreglos verificados de acuerdo con este Convenio.

ARTICULO VI

ENTRADA EN VIGENCIA

Este Convenio entrará en vigencia al ser firmado

EN FE DE LO ANTERIOR, los respectivos representantes, debidamente autorizados para ese objeto, han firmado el presente Convenio.

En fe de lo expuesto se firma en idiomas inglés y castellano en Bogotá a los 23 días del mes de junio de 1955.

POR: EL GOBIERNO DE COLOMBIA POR: EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA



Evaristo Sourdis
Ministro de Relaciones Exteriores



Philip W. Bonsal
Embajador
de los EEUU de América

DOMINICAN REPUBLIC

Mutual Defense Assistance: Disposition of Surplus Equipment and Materials

Agreement effected by exchange of notes

*Dated at Ciudad Trujillo March 23 and April 22, 1955;
Entered into force April 22, 1955.*

TIAS 3263
Mar. 23 and
Apr. 22, 1955

The American Embassy to the Dominican Department of State for Foreign Affairs and Worship

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

NO. 372

The Embassy of the United States of America presents its compliments to the Department of State for Foreign Affairs and Worship and has the honor to refer to the Military Assistance Agreement currently in effect between the Government of the Dominican Republic and that of the United States.

TIAS 2777.
4 UST 184.

ARRANGEMENTS FOR RETURN OF EQUIPMENT

The Government of the United States proposes the following arrangements under Article I, paragraph 3 of the Military Assistance Agreement between our two Governments dated March 3, 1953, respecting the disposition of equipment and materials furnished by the United States under that Agreement, and no longer required for the purposes for which originally made available.

1. The Government of the Dominican Republic will report to United States personnel discharging United States responsibilities in the Dominican Republic under the Military Assistance Agreement such equipment and materials furnished under end item programs as are no longer required for the purposes for which originally made available. It is understood that such personnel of the Government of the United States may also inform the Government of the Dominican Republic of any such equipment and materials which may come to the attention of the Government of the United States,

and when so informed the Government of the Dominican Republic will enter into consultation with the Government of the United States with a view to disposing of any such items in accordance with the procedures set out in the following paragraphs.

2. The United States Government may accept title to such equipment and materials for transfer to a third country or for such other disposition as may be made by the United States Government.

3. When title is accepted by the United States Government, such equipment and materials will be delivered free alongside ship in case ocean shipment is required or delivered free on board inland carrier at a shipping point designated by the Government of the United States in the event ocean shipping is not required, or, in the case of flight-delivered aircraft, at such airfield as may be designated by the Government of the United States.

4. Such property reported no longer required in the Military Assistance Program of the Government of the Dominican Republic and not accepted by the Government of the United States for redistribution or return will be disposed of as agreed between the Governments of the Dominican Republic and the United States.

5. Any salvage or scrap from property furnished under the Military Assistance Agreement shall be reported to the Government of the United States in accordance with paragraph 1 and shall be disposed of in accordance with paragraphs 2, 3 and 4, of these arrangements. Salvage or scrap which is not accepted by the Government of the United States will be used to support the defense effort of the Dominican Republic or of other countries to which military assistance is being furnished by the Government of the United States.

The Embassy would like to point out that the proposed arrangement, while of limited applicability in the Dominican Republic at the present stage of the program, is in consonance with arrangements reached with other governments throughout the world and is necessary to fulfill the intent of Article I, paragraph 3 and to comply with United States legislative requirements. In the circumstances, the Embassy would be most appreciative of early confirmation of the Dominican Government's acceptance of the arrangement proposed in the preceding paragraphs.

CIUDAD TRUJILLO,
March 23, 1955.

W T P

*The Dominican Department of State for Foreign Affairs and Worship
to the American Embassy*

REPUBLICA DOMINICANA
SECRETARIA DE ESTADO
DE RELACIONES EXTERIORES Y CULTO
10000

La Secretaría de Estado de Relaciones Exteriores y Culto saluda muy atentamente a la Embajada de los Estados Unidos de América, y en relación con su Nota No. 372, de fecha 23 de marzo próximo pasado, tiene a honra expresarle lo siguiente:

El Departamento competente del Gobierno al cual fué referida la citada Nota, ha comunicado a esta Cancillería que no tiene ninguna objeción que hacer en cuanto a la aprobación del arreglo que en dicha Nota propone el Gobierno de los Estados Unidos de América, ya que el mismo se ajusta a las disposiciones contenidas en el párrafo 3o. del Artículo 1ro. del Acuerdo de Asistencia Militar actualmente vigente entre el Gobierno dominicano y el de los Estados Unidos de América.

Por lo tanto, el Gobierno dominicano acepta los arreglos propuestos por el Gobierno de los Estados Unidos.

La Secretaría de Estado de Relaciones Exteriores y Culto aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América las seguridades de la más alta consideración.

E DE M

CIUDAD TRUJILLO, 22 de abril de 1955.
Año del Benefactor de la Patria.

Translation

DOMINICAN REPUBLIC
DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS AND WORSHIP
10000

The Department of State for Foreign Affairs and Worship presents its compliments to the Embassy of the United States of America and, referring to its note No. 372, dated March 23, 1955, has the honor to state the following:

The competent department of the Government to which the above-mentioned note was referred has informed this Foreign Office that it has no objection to the approval of the arrangement proposed in the above-mentioned note by the Government of the

United States of America, since it is in accordance with the provisions of paragraph 3, Article 1, of the Military Assistance Agreement now in effect between the Dominican Government and the Government of the United States of America.

Accordingly, the Dominican Government accepts the arrangements proposed by the Government of the United States.

The Department of State for Foreign Affairs and Worship avails itself of the opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

E DE M

CIUDAD TRUJILLO, April 22, 1955.

*Year of the Benefactor of
Our Country*

KOREA

RELIEF SUPPLIES AND EQUIPMENT

Duty-Free Entry and Exemption From Internal Taxation

*Agreement effected by exchange of notes
Signed at Seoul April 22 and May 2, 1955;
Entered into force May 2, 1955.*

TIAS 3264
Apr. 22, May
2, 1955

*The American Chargé d'Affaires ad interim to the Korean Minister
of Foreign Affairs*

AMERICAN EMBASSY,
Seoul, April 22, 1955.

No. 136

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our Governments concerning voluntary relief activities and to confirm the understandings reached as a result of those conversations:

1. The Government of the Republic of Korea shall accord duty-free entry into Korea, as well as exemption from internal taxation, of supplies of goods approved by the Government of the United States, donated to or purchased by United States voluntary non-profit relief and rehabilitation agencies qualified under United States Government Regulations, and consigned to such organizations, including branches of these agencies in Korea which have been or hereafter shall be approved by the Government of the Republic of Korea as bona fide voluntary nonprofit relief and rehabilitation organizations.

2. Such supplies may include goods of types qualified for ocean freight subsidy under applicable United States Government Regulations, such as basic necessities of food, clothing and medicines, and other relief supplies and equipment in support of projects of health, sanitation, education and recreation, agriculture and promotion of small selfhelp industries, but shall not include tobacco, cigars, cigarettes, alcoholic beverages, or items for the personal use of agencies' field representatives, as well as other

items importation of which into Korea is prohibited by the Government of the Republic of Korea.

3. Duty-free treatment on importation and exportation, as well as exemption from internal taxation, shall also be accorded to supplies and equipment imported by the above mentioned organizations for the purpose of carrying out operations under this Agreement, provided that advance approval shall be obtained for items the importation of which is prohibited by the Government of the Republic of Korea and the amounts of other items imported under this Article.

4. The cost of transporting such supplies and equipment (including port, handling, storage, and similar charges, as well as transportation) within Korea to the ultimate beneficiary will be borne by the Government of the Republic of Korea, provided that the Korean Government has participated in the allocation and distribution of the said supplies and equipment.

5. The supplies furnished by the voluntary agencies shall be considered supplementary to rations to which individual would otherwise have been entitled.

6. Individual organizations carrying out operations under this Agreement may enter into additional arrangements with the Government of the Republic of Korea, and this Agreement shall not be construed to derogate from any benefits secured by any such organizations in existing agreements with the Government of the Republic of Korea.

7. A Joint Committee shall be established in Seoul as the means for consultation and decision between Korea and the United States on all matters relating to the interpretation and implementation of this Agreement. The Joint Committee shall be composed of a representative of the Government of the Republic of Korea and of the Government of the United States, each of whom shall have one or more deputies. The Joint Committee shall determine its own procedures, and arrange for such administrative service as may be required. The Joint Committee shall be so organized that it may meet immediately at any time at the request of the representative of either party.

I have the honor to propose that, if these understandings meet with the approval of your Government, this note with its attached Memorandum of Interpretation and your Excellency's note in reply constitute an agreement between our two Governments which shall enter into force on the date of your Excellency's reply, to remain in force until three months after the receipt by

either Government of written notice of the intention of the other to terminate it.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

CARL W. STROM

Enclosure: Memorandum of Interpretation

His Excellency

PYUN YUNG-TAI,

*Foreign Minister of the
Republic of Korea.*

MEMORANDUM OF INTERPRETATION

With respect to the present Agreement on Voluntary Relief Activities the following understandings are made between the two parties:

1. For the purposes of Articles 2 and 3, lists of such prohibited items of special concern to the Korean Government will be supplied from time to time for the information of the voluntary agencies by the Ministry of Health and Social Affairs of the Korean Government based on the regulations established by the Ministry of Commerce and Industry.

New prohibitions or restrictions, however, shall not go into effect with respect to supplies and equipment under this Agreement before the expiration of three months or shall not apply to such supplies and equipment already procured for shipment to Korea at the time of publication.

2. It is understood that exceptions to the general rule above may be made, if specific authorizations have been obtained from the Korean Government for particular cases.

3. The Joint Committee will establish procedures for efficient and expeditious operation under this Agreement. In case the Joint Committee fails to reach agreement within ten days on any matter, it may be referred to the respective Governments for settlement through appropriate channels on the initiative of either side of the Committee.

4. Concerning the statement in the Agreement that the Korean Government has participated in the "allocation and distribution of the said supplies and equipment," the following procedure will be adopted and is considered as satisfying this provision of the Agreement:

Each shipment will be cleared by the Ministry of Health and Social Affairs and the Bureau of Customs for expeditious clearance through customs.

For any items included on the current list of the Ministry of Health and Social Affairs, the agencies will submit requests for importation prior to the shipment of the items to Korea, also, for any items to be used for the administration of the agency, requests for importation will be submitted prior to the shipment of the items to Korea.

Copies of clearance forms for each shipment will provide a record of items actually imported by the agencies.

Through periodic reports to the Ministry of Health and Social Affairs the agencies will give information on their activities which will include their general methods of allocation and distribution of supplies and the selection of beneficiaries of the agencies' programs. The reports will also include lists of institutions and projects receiving continuing basic support from the agencies. The reports will include any major changes in the program of the agencies. Apart from periodic reports the Ministry of Health and Social Affairs may ask the agencies to submit reports or answer questions on any specific matter. The Ministry of Health and Social Affairs in its concern for the development and coordination of overall welfare programs in Korea may make recommendations and comments to the agencies concerning their programs.

In case of natural disasters or other dire emergencies the Ministry of Health and Social Affairs may seek the assistance of the agencies in meeting the need. For the information and encouragement of the voluntary agencies the Ministry of Health and Social Affairs may supply from time to time lists of items the importation of which under this Agreement is deemed especially desirable.

Each voluntary agency operating under this Agreement will register annually with the Ministry of Health and Social Affairs.

5. With reference to Article 4 of the Agreement (i. e., payment of the cost of inland transportation including port, handling, storage and similar charges as well as transportation, of supplies and equipment imported under the Agreement), the Office of Supply of the ROK Government expects to pay the costs referred to above on such supplies and equipment from the holds of vessels in Korean ports through all intermediate stages down to and including those at the terminal distribution centers maintained by the voluntary agencies. These terminal distribution centers will be determined and listed by the Joint Committee, provided for in Article 7 of the Agreement, in consultation with the voluntary agencies.

Payment of these costs, referred to above, will be made in accordance with the procedures to be agreed upon between the Office of Supply and the voluntary agencies.

6. It is a firm policy of the Korean Government to encourage the relief activities of the voluntary agencies and to facilitate their operations under this Agreement. It is desirable that insofar as it is in accord with the major objectives of the individual voluntary agencies these operations shall be conducted in a manner most likely to effect the maximum contribution to the welfare of the Korean people.

The Korean Minister of Foreign Affairs to the American Charge d'Affaires ad interim

REPUBLIC OF KOREA

MINISTRY OF FOREIGN AFFAIRS

88P 894 A16

SEOUL, May 2, 1955

SIR:

I have the honour to acknowledge receipt of your note No. 136 dated April 22, 1955, with an attached Memorandum of Interpretation, setting forth the terms for the voluntary relief activities. This Government accepts, with pleasure, the terms from 1 to 7 as specified in your note, and confirms the contents of the Memorandum of Interpretation attached thereto, with the understanding that the exchange of your note and this is to effect the intended agreement. The agreement thus effected comes into force on the date of this note and will remain in force until three months after the receipt by either Government of a written notice of the intention of the other to terminate it.

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

Y. T. PYUN

Y. T. Pyun

Minister of Foreign Affairs

[SEAL]

The Honorable CARL W. STROM
Charge d'Affaires,
Embassy of the United States of America.
Seoul, Korea.

ITALY

Surplus Agricultural Commodities: Child Feeding Program

*Agreement effected by exchange of notes
Signed at Rome June 30, 1955;
Entered into force June 30, 1955.*

TIAS 3265
June 30, 1955

*The American Chargé d'Affaires ad interim to the Italian Minister
of Foreign Affairs*

No. 3933

JUNE 30, 1955

EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to a United States Government contribution toward the improvement of the child feeding programs carried out by the Amministrazione per le Attività Assistenziali Italiane e Internazionali (AAI). It is our joint purpose to improve the quantity and quality of food being given to approximately 1,324,000 children by the AAI in kindergartens, school messes and orphanages and 465,000 children in camps as outlined in Annex A, Budget of Operations, First Year, which is attached hereto and incorporated herein as part of this agreement.

1. For this purpose and in consideration of the undertakings and understandings contained herein, the United States Government will to the extent available in Commodity Credit Corporation stocks supply without cost, f. o. b., United States port, to the Italian Government agricultural commodities in the approximate quantities listed below, having a current estimated value not in excess of \$18,000,000 as follows:

1. Non-fat dried milk	M. T. 5, 963
2. Butter	M. T. 1, 513
3. Cottonseed Oil (cooking)	M. T. 1, 513
4. Cheese (including processed)	M. T. 7, 657
5. Dry beans	M. T. 3, 695
6. Wheat flour (27,000 tons wheat)	M. T. 19, 440

68 Stat. 457.
7 U.S.C. §§ 1721-1724.

This United States' contribution will be governed by Title II, United States Public Law 480, 83rd Congress and by other applicable United States' legislation.

2. For the above purpose and in consideration of the above contribution, the Italian Government undertakes to maintain programs of supplemental child feeding of the magnitude and character indicated in the AAI budget statement in Annex A, attached hereto; and in particular:

(a) to assume all administrative and operating costs entailed in the implementation of the entire AAI child feeding program as expanded by the United States contribution;

(b) to carry out throughout the duration of the program a program of public information relating to all aspects of the program on a basis to be mutually agreed.

3. With regard to the implementation of the child feeding program, the Italian Government further agrees that:

(a) the agencies designated and the composition of the boards and/or commissions which will administer and/or distribute the commodities to be contributed by the United States Government will be mutually acceptable to the United States Embassy and AAI;

(b) complete accounting records pertinent to the execution of the program will be maintained and will be readily made available to the United States Government representatives;

(c) periodic reports will be provided to the United States Government by the Italian Government on a basis to be mutually agreed.

4. It is understood that both the United States and Italian governments intend that this program be the commencement of a long term program to which, in the second and third year, the United States Government would make additional contributions in agricultural commodities on a reduced scale and for the fourth year would make no contribution, and the Italian Government would give correspondingly increased support. This intention is of course contingent upon the continued availability of United States Congressional authorization and of surplus agricultural commodities under United States Public Law 480, Title II; upon mutually satisfactory operation of the program in its first year; and upon Parliamentary approval of the additional funds needed from the Italian Government. The United States Government contribution to this program maintained at the level and quality indicated herein and attached Annex A would be no greater in the second year than two thirds in quantity of the contribution indi-

cated in Paragraph 1 above, and for the third year, no greater than one third.

5. In order to carry out the program set forth herein both governments agree to establish a Joint Advisory Committee consisting of an equal number of representatives to be designated by the Ambassador of the United States, and by the President of A. A. I., to plan and review the operation of the program, to formulate recommendations to the two agencies regarding the program, and in particular to advise on:

- (a) Product requisition plans;
- (b) Designation of agencies and composition of the boards and/or commissions which will administer and/or distribute the commodities involved in the child feeding program;
- (c) A system of field visits and checks on program implementation;
- (d) Implementation of public information projects on the program;
- (e) Development and improvement of dietary standards of the feeding of children under the program;
- (f) Educational programs or projects parallel to the food program designed to improve and develop dietary standards with the view of effecting consumer education;
- (g) Other projects or matters that either agency may submit for examination to the Joint Advisory Committee.

6. Both the United States and Italian governments agree that this agreement shall be implemented by Transfer Authorizations containing specific terms and conditions.

7. The United States Government would appreciate receiving confirmation that the foregoing terms and conditions are acceptable to the Italian Government.

Accept, Excellency, the renewed assurance of my most distinguished consideration.

ELBRIDGE DURBROW
Chargé d'Affaires ad interim

His Excellency

GAETANO MARTINO

*Minister of Foreign Affairs of the
Republic of Italy*

Annex ABUDGET OF OPERATIONSFirst Year

1. SIZE OF THE PROGRAM

Categories of welfare centers	Welfare centers	Children	Days of assistance	Rations	Rates of allocations
Kindergartens	10,967	580,000	150	65,250,000	75 %
School messes	6,062	647,000	130	84,110,000	100 %
Orphanages	2,235	97,000	365	35,405,000	100 %
Total	19,264	1,324,000	--	184,765,000	--
Summer camps :					
Overnight	2,120	298,000	30	9,000,000	100 %
Daily	1,626	167,000	30	5,000,000	100 %
Total	3,746	465,000	--	14,000,000	--

2. NUMBER OF CHILDREN BY AREAS

Areas	Kinder-gartens	School messes	Orphana-ges	Total	Summer camps		
					Overnight	Daily	Total
Northern and central Italy	352,000	269,000	65,000	686,000	218,000	62,000	280,000
Southern Italy and Islands	228,000	378,000	32,000	638,000	80,000	105,000	185,000
Total	580,000	647,000	97,000	1,324,000	298,000	167,000	465,000

3. PROPOSED DAILY RATIONS (in grams)

Items Calories Proteins	Kindergartens School messes Orphanages	Summer camps	
		Overnight	Daily
Dried milk	30	30	30
Fats (1)	15	20	15
Cheese	37.5	60	37.5
Flour	80	250	150
Pasta (2)	60	100	80
Dried beans	20	--	--
Jam (3)	15	30	30
Sugar	10	10	10
Calories (number of)	986	1,812	1,286
Proteins of which animal	41 19	67 23	48 19

(1) 1/2 butter and 1/2 vegetable oil

(2) Part of pasta rations may be substituted with rice

(3) Part of jam rations may be substituted with meat, fish, vegetables, fruit, vitamins and/or such other foods not supplied by the U.S. Government, which would improve variety and the nutritive content of the diet.

4. YEARLY REQUIREMENTS (in metric tons)

Items	Food Requirements				
	Kinder-gartens	School messes	Orpha-nages	Summer Camps	TOTAL
			Overnight	Daily	
Dried milk	1958	2523	1062	270	150
Fats	979	1261	531	180	75
Cheese	2447	3155	1328	540	188
Flour	5220	6729	2832	2250	750
Pasta	3915	5047	2124	900	400
Dried beans	1305	1682	708	--	--
Jam	979	1261	531	270	150
Sugar	653	841	354	90	50
TOTAL					55,687

(1) Equivalent to 24,700 tons of wheat;

(2) Equivalent to 17,800 tons of wheat;

* See Table 3, notes 1, 2, 3.

5. PROPOSED U.S.A. AND ITALIAN CONTRIBUTIONS TO THE PROGRAM**U.S.A. CONTRIBUTION**

(Subject to Availabilities in CCC Stocks)

1. Dried Milk	m.t.	5,963
2. Butter	'	1,513
3. Oil	'	1,513
4. Cheese	'	7,657
5. Dried beans	'	3,695
6. Wheat flour (27,000 tons of wheat)	'	<u>19,440</u>

Total m.t. 39,781

A.I.L. CONTRIBUTION

	<u>Million lire</u>	\$
1. Ocean freight (without refrigeration) . . .	738	1,180,800
2. Processing cost of U.S. Flour (7,776 m.t.) into pasta	356	569,600
3. Storage, handling and distribution cost . . .	835	1,336,000
4. Purchases in the Italian market:		
- Flour : 6,437 tons (8,940 tons of wheat) . .	676	1,081,600
- Pasta : 4,290 tons (5,960 tons of wheat) . .	536	857,600
- Jam : 3,191 tons	556	889,600
- Sugar : 1,988 tons	276	441,600
5. Public information expenditures	60	96,000
6. Miscellaneous expenditures (for improving the diet, the equipment and the feeding facilities and for meeting price fluctuations)	<u>167</u>	<u>267,200</u>
TOTAL	4,200	6,720,000

* * *

*The Italian Minister of Foreign Affairs to the American Charge
d'Affaires ad interim*

Ministero degli Affari Esteri

Roma, 30 giugno 1955

Signor Incaricato d'Affari,

con lettera in data odierna - cui è allegato il bilancio del programma di assistenza alimentare all'infanzia, che forma parte integrante della lettera stessa - V.E. ha voluto comunicarmi quanto segue:

"Ho l'onore di riferirmi alle conversazioni svoltesi recentemente tra rappresentanti dei nostri due Governi in merito ad un contributo del Governo degli Stati Uniti per il miglioramento del programma di assistenza alimentare all'infanzia svolto dall'Amministrazione per le Attività Assistenziali Italiane ed Internazionali (A.A.I.). È nostro scopo comune migliorare la quantità e la qualità degli alimenti che vengono distribuiti dall'A.A.I. a circa 1.324.000 bambini in asili infantili, refettori scolastici, ed orfanotrofi ed a 465.000 bambini in colonie estive, come risulta nell'allegato A), bilancio di operazioni, primo anno, qui unito e che forma parte integrante del presente documento.

1. A tal fine ed in considerazione degli impegni ed intese qui contenuti, il Governo degli Stati Uniti fornirà gratuitamente al Governo italiano, nei limiti delle merci disponibili presso la Commodity Credit Corporation, f.o.b. porti U.S.A., prodotti agricoli per le quantità approssimative sottoindicate aventi un valore corrente stimato non oltre 18 milioni di dollari:

1 - latte in polvere scremato	tonn. 5.963
2 - burro	" 1.513

3 - olio di semi di cotone (per uso di cucina)	tonn. 1.513
4 - formaggi (compresi quegli fusi)	" 7.657
5 - legumi secchi	" 3.695
6 - farina di grano (27 mila tonnellate di grano)	" 19.440

Questo contributo degli Stati Uniti sarà regolato dal titolo II, P.L. 480 degli Stati Uniti, 83° Congresso e da ogni altra disposizione legislativa degli Stati Uniti applicabile alla materia.

2. Per lo scopo summenzionato ed in considerazione del contributo del Governo degli Stati Uniti, il Governo italiano si impegna a continuare a svolgere i programmi di alimentazione integrativa per l'infanzia, con l'ampiezza e le caratteristiche indicate nel bilancio A.A.I. di cui all'annesso A) qui unito ed in particolare:

a) a sostenere tutte le spese amministrative e di gestione connesse allo svolgimento dell'intero programma di alimentazione infantile dell'A.A.I. ampliato con il contributo degli Stati Uniti;

b) a svolgere, di comune accordo, per tutta la durata del programma, un piano di informazione del pubblico su tutti gli aspetti del programma stesso.

3. In merito allo svolgimento del programma di alimentazione per l'infanzia, il Governo italiano consente, inoltre, che:

a) gli Enti designati e la composizione dei Consigli e/o Commissioni che amministreranno e/o distribuiranno i prodotti assegnati dal Governo degli Stati Uniti dovranno essere di gradimento sia dell'Ambasciata degli Stati Uniti che dall'A.A.I.;

b) saranno tenuti rendiconti completi dell'esecuzione del programma ed i medesimi saranno tempestivamente messi a disposizione dei rappresentanti del Governo degli Stati Uniti;

c) il Governo italiano presenterà al Governo degli Stati Uniti rapporti periodici secondo modalità che

verranno di comune accordo stabilito.

4. Resta inteso che il Governo italiano e quello degli Stati Uniti considerano questo programma come l'inizio di un programma a lungo termine, al quale il Governo degli Stati Uniti darebbe, in misura decrescente - nel secondo e nel terzo anno - ulteriori contributi in prodotti agricoli; nessun contributo verrebbe invece concesso per il quarto anno; il Governo italiano corrispondentemente contribuirebbe in misura crescente. Tale intendimento è naturalmente subordinato: al perdurare nell'autorizzazione del Congresso degli Stati Uniti ed alla ulteriore disponibilità di rimanenze di prodotti agricoli secondo la P.L. 480 titolo II degli Stati Uniti; ad uno svolgimento del programma nel primo anno di reciproca soddisfazione; all'approvazione del Parlamento dei fondi supplementari necessari al Governo italiano.

Per lo svolgimento di tale programma, mantenuto allo stesso livello e con le stesse caratteristiche indicate nel presente testo e nell'unito annexo A) il contributo del Governo degli Stati Uniti non supererebbe quantitativamente nel secondo anno i due terzi del contributo indicato nel precedente par. 1 e nel terzo anno un terzo del contributo stesso.

5. Per l'esecuzione del programma nei termini qui esposti, i due Governi convennero di istituire un Comitato Consultivo Misto, composto di un egual numero di rappresentanti designati dall'Ambasciatore degli Stati Uniti e dal Presidente dell'A.A.I., per progettare e controllare le operazioni relative al programma, per formulare raccomandazioni alle due Amministrazioni circa il programma, ed in particolare esprimere il proprio avviso su:

- a) piani di richieste di prodotti;
- b) designazione degli Enti e composizione dei Consigli e/o Commissioni che amministreranno e/o distribuiranno le merci da impiegare nel programma di alimentazione dell'infanzia;
- c) criteri da seguire nelle visite e nei controlli periferici in relazione allo svolgimento del programma;

- d) attuazione di progetti per l'informazione del pubblico sul programma;
- e) sviluppo e miglioramento dei tipi di diete alimentari dell'infanzia previsti nel programma;
- f) programmi educativi o progetti paralleli al programma alimentare destinati a migliorare ed a sviluppare i tipi di dieta al fine di una effica-
ce educazione dei consumatori;
- g) altri progetti o iniziative che qualsiasi Ente
possa porre all'esame del Comitato Consultivo
Misto.

6. I Governi dell'Italia e degli Stati Uniti con-
vengono che il presente programma verrà messo in ese-
cuzione mediante "autorizzazioni di trasferimento"
contenenti specifici termini e condizioni.

7. Il Governo degli Stati Uniti gradirebbe rice-
vere conferma che i termini e le condizioni suesposte
sono accettabili per il Governo italiano."

Ho l'onore d'informarLa che il Governo italiano
è d'accordo su quanto precede.

Mi è grata l'occasione, Signor Incaricato d'Af-
fari, per rinnovarLe l'espressione della mia alta con-
siderazione.

G. MARTINO

A S.E. il Ministro

ELBRIDGE DURBROW

*Incaricato d'Affari
degli Stati Uniti d'America
Roma*

Allegato APIANO DI OPERAZIONIPrimo anno

1. AMPIEZZA DEL PROGRAMMA

Categoria di centri di assistenza	Centri di assistenza N°	Bambini N°	Giorni di assistenza N°	Razioni N°	% di assegnazione
-----------------------------------	----------------------------	---------------	----------------------------	---------------	-------------------

Asili infantili	10,967	580,000	150	65,250,000	75
Refettori scolastici	6,062	647,000	130	84,110,000	100
Istituti per ragazzi	2,235	97,000	365	35,405,000	100
Totalle	19,264	1,324,000	--	184,765,000	--

Colonie estive:

- con pernottamento	2,120	298,000	30	9,000,000	100
- diurne	1,626	167,000	30	5,000,000	100
Totalle	3,746	465,000	--	14,000,000	--

2. NUMERO DI BAMBINI PER ZONE

Zone	Asili infant.	Refett. scolast.	Istituti ragazzi	Totale	Colonie estive		
					con pernottamento	Diurne	Totale

Italia settentrio- 352,000 269,000 65,000 686,000 218,000 62,000 280,000
nale e centrale

Italia meridiona- 228,000 378,000 32,000 638,000 80,000 105,000 185,000
le e insulare

ITALIA 580,000 647,000 97,000 1324,000 298,000 167,000 465,000

3. RAZIONI GIORNALIERE PROPOSTE

Tipi di prodotti Calorie - Proteine	Asili infantili Refettori scolast. Istituti per ragazzi	Colonie estive	
		Con pernottamento	Diurne
Latte in polvere	30	30	30
Grassi (1)	15	20	15
Formaggio	37,5	60	37,5
Farina	80	250	150
Pasta (2)	60	100	80
Legumi secchi	20	--	--
Marmellata (3)	15	30	30
Zucchero	10	10	10
 Calorie (n°)	986	1.812	1.286
Proteine	41	67	48
di cui animali	19	23	19

(1) - 1/2 burro e 1/2 olio vegetale

(2) - Una parte delle razioni di pasta può essere sostituita con riso

(3) - Una parte delle razioni di marmellata può essere sostituita con carne, pesce, verdura, frutta, vitamine e/o altri alimenti non forniti dal Governo degli Stati Uniti, che migliorino la varietà ed il valore nutritivo della dieta.

4. FABBISOGNO ANNUALE DI PRODOTTI (in tonn.)

Tipi di prodotti	Fabbisogno di prodotti					
	Asili infantili	Refett. scolast.	Istituti ragazzi	Colonie estive		Totale
				con pernott.	diurne	
Latte in polvere	1.958	2.523	1.062	270	150	5.963
Grassi	979	1.261	531	180	75	3.026
Formaggio	2.447	3.155	1.328	540	188	7.658
Farina	5.220	6.729	2.832	2.250	750	17.781(1)
Pasta	3.915	5.047	2.124	900	400	12.386(2)
Legumi secchi	1.305	1.682	708	--	--	3.695
Marmellata	979	1.261	531	270	150	3.191
Zucchero	653	841	354	90	50	1.988
			Totalc			55.687

(1) - Equivalenti a 24.700 tonn. di grano

(2) - Equivalenti a 17.200 tonn. di grano

* - V. le note 1,2,3 alla Tav. 3

**5. PROPOSTE DI CONTRIBUTI DEGLI STATI UNITI E
DELL'ITALIA AL PROGRAMMA**

Contributo degli Stati Uniti

(Subordinato alle disponibilità sulle giacenze della CCC)

1. Latte in polvere	tonn.	5.963
2. Burro	"	1.513
3. Olio	"	1.513
4. Formaggio	"	7.657
5. Legumi secchi	"	3.695
6. Farina di grano (27.000 tonn. di grano)	"	19.440
Totale . . .		<u>39.781</u>

Contributo dell'A. A. I.

	<u>Milioni di lire</u>	<u>Dollari</u>
1. Noli oceanici (senza refrigerazione)	738	1.180.800
2. Spese di trasformazione in pasta della farina degli Stati Uniti (7.776 tonn.)	356	569.600
3. Spese di magazzinaggio, gestione e distribu- zione	835	1.336.000
4. Acquisti sul mercato italiano:		
- Farina: tonn. 6.437 (tonn. 8.940 di grano)	676	1.081.600
- Pasta : tonn. 4.290 (tonn. 5.960 di grano)	536	857.600
- Marmellata: tonn. 3.191	556	889.600
- Zucchero: tonn. 1.988	276	441.600
5. Spese di informazione del pubblico	60	96.000
6. Spese varie (per migliorare la dieta, le attrez- zature per le refezioni e per fronteggiare varia- zioni dei prezzi)	167	267.200
Totale . . .		<u>4.200</u>
		<u>6.720.000</u>

Translation

MINISTRY OF FOREIGN AFFAIRS

ROME, June 30, 1955

MR. CHARGÉ D'AFFAIRES,

In a letter dated today, to which is attached the budget of the child feeding program, which forms an integral part of the letter itself, Your Excellency informs me as follows:

[For the English language text of the note and Annex A, see *ante*, pp. 1195-1201.]

I have the honor to inform you that the Italian Government agrees to the foregoing.

It gives me pleasure to avail myself of this occasion, Mr. Chargé d'Affaires, to renew to you the assurance of my high consideration.

G. MARTINO

His Excellency

ELBRIDGE DURBROW,

*Charge d'Affaires of the
United States of America,
Rome.*

TIAS 3265

Index

	Page		Page
Adriatic Highway (Jadranski Put), Use of Funds for Construction, Yugoslavia:		Ammunition, Facilities Assistance Programs:	
Economic aid	1148	Greece	1151
Surplus agricultural commodities	48	Turkey	1031
Agriculture:		Arbitration Provisions:	
Cooperative programs—		Guaranty of private investments—	
Bolivia	741	Costa Rica	666
Haiti	759	Ecuador	844
Peru	697	Guatemala	674
Development projects, use of counter-part account, Ireland	572	Tribunal, German external debts, multi-lateral	865
Double taxation on income, avoidance, Japan	153	Argentina, surplus agricultural commodities	1085
Mexican workers, recommendations by Joint Migratory Labor Commission	1017	Armed Forces, U. S., stationing in Netherlands	103
Productivity program in Japan	1013	Army Mission to Ecuador	781
Relief supplies and equipment, duty-free treatment—		Asia, Southeast, Collective Defense:	
Chile	717	Pacific charter	91
Honduras	795	Treaty and protocol	81
Korea	1189	Aviation:	
Technical cooperation programs—		Air bases—	
Costa Rica, research	599	Philippines, improvements to Basa Air Base	847
El Salvador, development	723	Spain, purchase of construction material from Germany	656
Agricultural Commodities:		Air Force missions—	
Economic aid to Yugoslavia	1144	Bolivia	575
Emergency relief assistance—		Ecuador	773
Haiti	857	Aircraft. <i>See Aircraft.</i>	
Pakistan	557	North Atlantic Ocean stations, multi-lateral	515
Exchange of commodities and sale of grain, Turkey	455, 683, 688	SHAPE air defense technical center, Netherlands	915
Surplus. <i>See Surplus Agricultural Commodities.</i>		Warning and control system against air attack, Canada	763
Air Bases, Missions. <i>See under Aviation.</i>		Bases:	
Aircraft:		Basa Air Base, improvements, mutual security, Philippines	847
Certificates of airworthiness—		Military, air, and naval, in Spain, purchase of materials for construction, provisions in agreement with Germany	656
Italy	25	Belgium:	
South Africa, Union of	657	American dead in World War II	992
Double taxation, Japan—			1
Income	155		
Inheritances, gifts, estates	117		
Navigation aids, radio, North Atlantic Ocean stations	542		
American Dead in World War II, Belgium .	992		

Page	Certificates of Airworthiness for Imported Aircraft:	Page
	Italy	25
	South Africa, Union of	657
	Chile:	
	Economic cooperation, informational media guaranty program	41
	Educational exchange programs, financing of	894, 905
	Relief supplies and equipment, duty-free entry and exemption from internal taxation	717
	Surplus agricultural commodities	893
	China:	
	Loan of U. S. vessels	750
	Mutual defense treaty	433
	Chrome Ore, exchange of commodities and sale of grain, Turkey	455, 683
	Civil Aviation Organization, International, agreement on North Atlantic Ocean stations	515
	Claims Provisions:	
	Double taxation, avoidance, Japan—Estates	122, 123, 124
	Income	166
	Guaranty of private investments—Costa Rica	665
	Ecuador	843
	Guatemala	674
	Peru	679
	Informational media guaranty program, Philippines	549
	Loan of U. S. naval vessels to Korea	20
	Parcel post, India	823, 838
	Personal and property damages from nuclear tests in Marshall Islands, Japan	1
	SHAPE air defense technical center, Netherlands	936, 937
	Surplus property, settlement of obligation, Germany	1065
	Colombia, surplus agricultural commodities	1177
	Colón Corridor, Canal Zone, convention with Panama	461
	Maps	478
	Commodities, Agricultural, Etc.:	
	Economic aid to Yugoslavia	1144
	Emergency relief assistance—Haiti	857
	Pakistan	557
	Sale or exchange—	
	Grain, Turkey	455, 683, 688
	Surplus. <i>See</i> Surplus Agricultural Commodities.	
Belgium—Continued		
Mutual defense assistance—		
Deposit of Belgian and Luxembourg funds	787	
Disposal of redistributable and excess property	495	
North Atlantic Ocean stations, contributions to maintenance	519, 520	
Bolivar Highway, provisions in convention with Panama	467	
Bolivia:		
Air force mission	575	
Cooperative programs—		
Agriculture	741	
Education	744	
Health and sanitation	747	
Bonds, Avoidance of Double Taxation, Japan:		
Income	156, 157, 161	
Inheritances, gifts, estates	117	
Boundary Changes, City of Colón and Canal Zone, Panama	463	
Maps	478	
Boyd-Roosevelt Highway, Provisions in Conventions With Panama:		
Jurisdiction	468	
Maintenance	480	
Brazil, health and sanitation, cooperative program	955	
Building Materials, purchase for U.S. defense purposes, Germany	655	
Butter, Surplus Commodities:		
Colombia	1178	
Israel	814	
Italy	1195, 1201	
Peru	564	
Cambodia:		
Applicability of Southeast Asia collective defense treaty, multilateral protocol	87	
Military assistance	995	
Canada:		
North Atlantic Ocean stations, maintenance of vessels		
Warning and control system against air attack	518	
Canal Zone, corridors through, convention with Panama	461	
Maps	478	
Cemeteries, military, American dead in World War II, Belgium	992	

INDEX

III

	Page		Page
Commodity Credit Corporation, Functions:		Credit Provisions—Continued	
Japan, purchase and sale of surplus agricultural commodities	1132	Informational media guaranty programs—	
Pakistan, investment, emergency relief assistance	557	Chile	41
Turkey, exchange of commodities and sale of grain	455, 683	Philippines	550
Community Welfare Program, technical cooperation, Iraq	701	SHAPE air defense technical center, Netherlands	936
Consular Officers, Avoidance of Double Taxation, Japan:		Cuba, naval mission	784
Estates	124	Customs Provisions:	
Income	166	Establishment of warning and control system against air attack, Canada	770, 771
Control and Warning System Against Air Attack, Canada	763	Feed grain sold and building materials purchased for U. S. defense purposes, agreement with Germany	656
Conventions. <i>See</i> Treaties.		Highway convention, Panama	486
Copyright Provisions:		Informational media guaranty program, Philippines	550, 553
Japan, avoidance of double taxation—		Military assistance—	
Estates	118	Cambodia	998
Income	156, 161	Philippines	849
Netherlands, SHAPE air defense technical center	946, 948	Parcel post, India	821, 824, 827, 835
Costa Rica:		Relief supplies. <i>See</i> Relief Supplies and Equipment.	
Guaranty of private investments	665	SHAPE air defense technical center, Netherlands	921
Technical cooperation, agricultural research program	599	Stationing of U. S. armed forces in Netherlands	104, 107
Cotton, Sale of Surplus Commodities:		Technical cooperation—	
Colombia	1178	El Salvador	729
Finland	1104, 1107	Iraq	714
Israel	814	Mexico	977, 978
Italy	1110, 1122	Pakistan	512
Korea	1135	Peru	68, 1049, 1050
Spain	1083		
Yugoslavia	46, 50		
Cottonseed Oil, Sale or Exchange:		Debts, German external, multilateral . . .	865
Argentina	1086, 1088, 1090		
Chile	894	Defense:	
Colombia	1178	Facilities assistance programs. <i>See</i> Facilities Assistance Programs.	
Israel	814	Highway convention, Panama	480
Italy	1195	Loan of U. S. vessels to China	750
Spain	1083	Military assistance, Cambodia	995
Turkey	683, 688	Mutual assistance; security. <i>See</i> Mutual Defense Assistance; Mutual Security.	
Counterpart Funds, Mutual Security:		Mutual defense treaty, China	433
Ireland, disposition of balance in special account	571	Offshore procurement program, Greece	99
Italy—		Patent rights and technical information, interchange, Norway	799
Defense support aid	587, 588	Procurement of military equipment with funds from sale of surplus agricultural commodities—	
Use of funds in Trieste	593	Korea	1135
Philippines, military and economic assistance	849	Pakistan	508
Credit Provisions:		Yugoslavia	46
Avoidance of double taxation, Japan—			
Estates	116, 120, 123		
Income	162, 164		

	Page		Page
Defense—Continued		Education—Continued	
Sale of feed grain and purchase of building materials for U. S. defense purposes, Germany	655	Informational media guaranty programs—	
SHAPE air defense technical center, Netherlands	915	Chile	42
Southeast Asia collective defense—		Egypt	691
Pacific charter	91	Philippines	551
Treaty and protocol	81	Professors, teachers, students, grantees, avoidance of double taxation on income, Japan	159
Support aid, assistance—		Relief supplies and equipment, duty-free treatment—	
Italy	587	Chile	717
Pakistan	501	Honduras	795
Denmark, North Atlantic Ocean stations, contributions to maintenance . . .	519, 520	Korea	1189
Diplomatic Officers, Avoidance of Double Taxation, Japan:		Egypt, economic cooperation, informational media guaranty program . . .	691
Estates	124	El Salvador, technical cooperation, agricultural development program . . .	723
Income	166	Electronic Equipment, warning and control system against air attack, Canada	766
Dominican Republic, mutual defense assistance, disposition of surplus equipment and materials	1185	Emergency Relief Assistance:	
Double Taxation. <i>See</i> Taxation, Double, Avoidance.		Haiti	855
Economic Aid, Assistance:		Pakistan	557
Israel	561	Employment Service Agreements:	
Philippines	847	Mexico, agricultural workers	1017
Yugoslavia	583, 1144, 1147	Peru, technical cooperation program .	61
Economic Cooperation, Informational Media Guaranty Programs:		Eskimos, Canadian, provisions in agreement with Canada	769
Chile	41	Estates, inheritances, and gifts, avoidance of double taxation, convention, Japan	113
Egypt	691	European Migration, Intergovernmental Committee, constitution	603
Philippines	549	European Recovery Program Loan Repayment Fund, use in Trieste, mutual security, Italy	593
Ecuador:		Exchange, monetary. <i>See</i> Monetary Exchange Provisions.	
Guaranty of private investments . . .	843	Exchange of Commodities and Sale of Grain, Turkey	455, 683, 688
Missions—		Exchange of Information. <i>See</i> Information, Exchange Provisions.	
Air force.	773	Export and Import Provisions:	
Army	781	Aircraft, imported, certificates of airworthiness—	
Naval	777	Italy	25
Education:		South Africa, Union of	657
Child feeding programs for development of dietary standards, Italy .	1197	Concessions, technical cooperation, Pakistan	512
Cooperative programs—		Customs. <i>See</i> Customs Provisions.	
Bolivia	744	Economic cooperation, informational media guaranty programs—	
Costa Rica	599	Chile	41
Haiti	755	Egypt	691
Exchange activities, provisions for financing—		Philippines	550
Chile	894, 905	Defense support aid, imports, Italy . .	587
Finland	1104		
Ireland	572		
Israel	814, 1174		
Spain	1081		
Thailand	1170		

	Page		Page
Export and Import Provisions—Con.			
Emergency relief assistance, imports, Pakistan	558	Foreign Operations Administration, functions in exchange of commodities and sale of grain, Turkey	455
Exchange of commodities and sale of grain, Turkey	455, 683, 688	France:	
International sugar agreement	203	Economic aid to Yugoslavia, participation in	583
Military and economic assistance, imports, Philippines	848, 849	North Atlantic Ocean stations, maintenance of vessels	518, 519, 520
Relief supplies. <i>See Relief Supplies and Equipment.</i>			
SHAPE air defense technical center, Netherlands	922	Gendarmerie, Imperial Iranian, U. S. military mission, Iran	694
Export-Import Bank Functions, defense support assistance, Pakistan	504	Germany, Federal Republic of:	
		Exportation of Siha wheat from Turkey, provisions in exchange of commodities agreement, Turkey	457
		External debts, multilateral.	865
		Sale of feed grain and purchase of building materials for U. S. defense purposes	655
		Surplus property, settlement of obligation	1065
Facilities Assistance Programs:		Gifts, estates, and inheritances, avoidance of double taxation on income, convention, Japan	113
Greece	1151	Grain:	
Netherlands	1159	Exchange of commodities and sale of grain, Turkey	455, 683, 688
Spain	1155	Feed grain, sale to—	
Turkey	1031	Germany	655
United Kingdom	1167	Israel.	814, 1174
Feed Grain, Sale To:		Wheat. <i>See Wheat.</i>	
Germany	655	Greece:	
Israel	814, 1174	Exportation of durum wheat from Turkey, provisions in exchange of commodities agreement, Turkey	457
Films, Motion Picture, Use in Productivity Programs:		Facilities assistance program	1151
Japan	1014	Offshore procurement program	99
Mexico	964	Guaranty of Private Investments:	
Financial Arrangements:		Costa Rica	665
Educational exchange activities—		Ecuador	843
Chile	894, 905	Guatemala.	673
Finland	1104	Peru.	678
Ireland	572	Guaranty Programs, Informational Media:	
Israel	814, 1174	Chile	41
Spain	1081	Egypt	691
Thailand	1170	Philippines	549
Supplies and services to naval vessels, Peru	806	Guatemala, guaranty of private investments	673
Finland, surplus agricultural commodities .	1103	Haiti:	
Fisheries, technical cooperation project, El Salvador.	724	Cooperative programs—	
Fishermen, Japanese, claims settlement, personal and property damages from nuclear tests in Marshall Islands .	1	Food production	759
Fishing Rights, Profits, Avoidance of Double Taxation, Japan:		Health and sanitation	791
Income	153	Rural education	755
Inheritances, gifts, estates	118	Emergency relief assistance.	855
Florida University, agricultural research, technical cooperation, Costa Rica .	599		
Food Production, cooperative program, Haiti	759		
<i>Force Majeure</i> Provisions:			
International sugar agreement	209		
Parcel post, India	824		

	Page		Page
Health and Sanitation:			
Cooperative programs—			
Bolivia	747	Information, Exchange Provisions—Con.	
Brazil	955	Economic situation, Yugoslavia	583
Haiti	791	Patent rights and technical information, Norway	799
Relief supplies and equipment, duty-free treatment—		Scientific data obtained in construction of warning and control system against air attack, Canada	769
Chile	717	SHAPE air defense technical center, Netherlands	932
Honduras	795	Tax laws, avoidance of double taxation, Japan—	
Korea	1189	Estates	123
Highways. <i>See also Roads.</i>		Income	165
Panama—		Informational Media Guaranty Programs:	
Bolivar Highway	467	Chile	41
Boyd-Roosevelt Highway	468	Egypt	691
Highway convention	480	Philippines	549
Yugoslavia, Jadranki Put (Adriatic Highway)	48, 1148	Inheritances, gifts, and estates, avoidance of double taxation, convention, Japan	113
Honduras, relief supplies and equipment .	795	Inter-American Affairs, Institute, cooperative health and sanitation program, Brazil	955
Hurricane Disaster in Haiti, emergency relief assistance	855, 857	Intergovernmental Committee for European Migration, constitution	603
Immunity From Suit in Court, Provisions in Technical Cooperation Agreements:		List of members	644
El Salvador	730	Provisional Committee	613
Peru	69, 1050	International Civil Aviation Organization, agreement on North Atlantic Ocean stations	515
Imperial Iranian Gendarmerie, military mission with U. S., agreement with Iran	694	International Court of Justice, Functions:	
Imports. <i>See Export and Import Provisions.</i>		Guaranty of private investments—	
Income, Avoidance of Double Taxation:		Costa Rica	666
Japan, convention	149	Ecuador	844
United Kingdom, protocol	37	Guatemala	674
India, parcel post	819	Informational media guaranty program, Philippines	551
Industry:		Intergovernmental Committee for European Migration	611
Commercial profits, avoidance of double taxation, Japan	153, 154, 155	International Monetary Fund, Functions:	
Improvement and development, use of balance in counterpart account, Ireland	572	Defense support assistance, Pakistan	504
Productivity program in Japan	1013	International sugar agreement	216
Self-help industries, relief supplies and equipment, duty-free treatment—		Surplus agricultural commodities, Finland	1105
Chile	717	International Refugee Organization, shipping facilities, use in movement of European migrants	614
Honduras	795	International Sugar Agreement, multilateral	203
Korea	1189	Export tonnages and quotas	210
Technical cooperation programs—			
Mexico	959		
Peru	1037		
Information, Exchange Provisions:			
Conditions for issuance of certificates of airworthiness for imported aircraft—			
Italy	27		
South Africa, Union of	659		

Investments:	Page	Japan—Continued	Page
Commodity Credit Corporation, emergency relief assistance to Pakistan.	557	Mutual defense assistance—Continued	
Guaranty of private investments—		Transfer of military equipment and materials	9
Costa Rica	665	Productivity program	1007
Ecuador	843	Surplus agricultural commodities . . .	1127
Guatemala	673	Joint Advisory Committee, Child Feeding Program, Italy	1197
Peru	678	Joint Highway Board, highway convention, Panama	489
Iran, military mission, U. S., with Imperial Iranian Gendarmerie	694	Joint Migratory Labor Commission, recommendations, Mexican agricultural workers	1017
Iraq, technical cooperation, community welfare program	701	Joint U. S. Military Advisory Group, functions, mutual security program, Philippines	847
Ireland, mutual security, disposition of balance in counterpart special account	571		
Irrigation, Technical Cooperation Programs:			
El Salvador	724	Korea, Republic of:	
Peru	1037	Mutual defense assistance, loan of U. S. naval vessels	19
Israel:		Relief supplies and equipment, duty-free entry and exemption from internal taxation	1189
Economic assistance	561	Surplus agricultural commodities . . .	1134
North Atlantic Ocean stations, contribution to maintenance	519		
Surplus agricultural commodities . . .	813, 1173		
Italy:			
Certificates of airworthiness for imported aircraft	25	Laos, applicability of Southeast Asia collective defense treaty, multilateral protocol	87
Durum wheat from Turkey, provisions in exchange of commodities agreement, Turkey			
Mutual security—		Labor Provisions:	
Counterpart funds in Trieste, use of	593	International sugar agreement	205, 207
Defense support aid	587	Joint Migratory Labor Commission, recommendations, Mexican agricultural workers	1017
North Atlantic Ocean stations, contributions to maintenance	519, 520	Mutual security, Italy—	
Surplus agricultural commodities	1109	Defense support aid	588
Child feeding program	1195	Use of counterpart funds in Trieste	594
Jadranski Put (Adriatic Highway), Use of Funds for Construction, Agreements With Yugoslavia:		Productivity program in Japan	1013
Economic aid	1148	Technical cooperation programs—	
Surplus agricultural commodities	48	Mexico, industrial productivity	962, 964
Japan:		Peru, employment service	62
Claims settlement, personal and property damages from nuclear tests in Marshall Islands	1	Lend Lease Settlement, return of U. S. naval vessels, Union of Soviet Socialist Republics	51
Double taxation, avoidance, conventions—		Liechtenstein, passport visa fees	93
Estates, inheritances, and gifts	113	Livestock Development, technical cooperation agricultural project, El Salvador	724
Income	149	Ljubljana-Zagreb Military Road, construction, economic aid to Yugoslavia	1144, 1148
Mutual defense assistance—		Loans:	
Loan of U. S. naval vessels	13	Counterpart funds in Trieste, use of, Italy	593
		Defense support assistance, Pakistan	504

Loans—Continued	Page	Military Bases in Spain, purchase of materials for construction, provisions in agreement with Germany	Page
Economic development, provisions in commodities agreements—		Military Cemeteries, American dead in World War II, Belgium	656
Argentina	1087	Military Equipment and Materials, transfer to Japan	992
Chile	894, 896	Military Missions. <i>See</i> Missions.	
Colombia	1178	Milk, Dry, Sale of Surplus Commodities:	
Israel	814, 1174	Colombia	1178
Italy	1111	Italy	1195, 1201
Pakistan	508	Mines and Mining, Japan:	
Peru	564, 565	Avoidance of double taxation—	
Spain	1081	Estates	118
Thailand	1170	Income	153, 157, 161
Turkey	459, 685	Productivity program	1014
U. S. vessels—		Missions:	
China	750	Bolivia, air force	575
Japan	13	Cuba, naval	784
Korea	19	Ecuador—	
Luxembourg, deposit of funds, mutual defense assistance, Belgium	787	Air force	773
Maps, Panama:		Army	781
Boyd-Roosevelt Highway	492	Naval	777
Corridors through Canal Zone	478	Iran, Imperial Iranian Gendarmerie	694
Boundary between City of Colón and Canal Zone (No. 2).		Mixed Commission, German external debts, multilateral	865
Canal Zone Orientation Map (No. 1).		Monetary Exchange Provisions:	
Corridor between Randolph Road and Canal Zone Boundary near Cativa (No. 3).		Defense support assistance, mutual security, Pakistan	504
Madden Road Crossing (No. 4).		Economic aid to Yugoslavia	1144, 1147
Marshall Islands, nuclear tests, settlement of claims for personal and property damages, Japan	1	Exchange of commodities and sale of grain, Turkey	456, 686
Meteorology, North Atlantic Ocean stations, observations, multilateral	541	International Monetary Fund functions.	
<i>Mexico:</i>		<i>See</i> International Monetary Fund.	
Agricultural workers, recommendations by Joint Migratory Labor Commission	1017	SHAPE air defense technical center, Netherlands	916, 924
Technical cooperation, industrial productivity program	959	Stationing of U. S. armed forces in Netherlands	108
Migration:		Surplus agricultural commodities—	
Intergovernmental Committee for European Migration, constitution	603	Argentina	1088, 1089
Mexican agricultural workers, Joint Migratory Labor Commission recommendations	1017	Chile	895
Military Advisory Groups, Functions In:		Colombia	1179
Belgium	496, 497	Finland	1105
Cambodia	998	Israel	815
Japan	12	Italy	1112
Philippines	847	Japan	1133
Military Assistance:		Korea	1136
Cambodia	995	Peru	565
Philippines	847	Spain	1081
Technical cooperation—		Thailand	1171
Mexico		Yugoslavia	46
Peru			

INDEX

IX

Motion Picture Films, Use in Productivity Programs:		Netherlands:	
Japan	1014	Mutual defense assistance, special facilities assistance program	1159
Mexico	964	North Atlantic Ocean stations, maintenance of vessels	518, 519, 520
Multilateral Treaties and Agreements:		SHAPE air defense technical center, establishment and operation	915
German external debts	865	Stationing of U. S. armed forces	103
International sugar agreement	203	North Atlantic Ocean Stations, multilateral	515
North Atlantic Ocean stations	515	North Atlantic Treaty, implementation, stationing of U. S. armed forces in Netherlands	103
Pacific charter	91	Norway:	
Southeast Asia collective defense treaty and protocol	81	North Atlantic Ocean stations, maintenance of vessels	518, 520
Whaling, amendments to schedule to International Whaling Convention	645	Patent rights and technical information, interchange for defense purposes	799
Mutual Defense Assistance:		Nuclear Tests in Marshall Islands, 1954, settlement of claims for personal and property damages, Japan	1
Deposit of Belgian and Luxembourg funds, Belgium	787	Ocean Stations, North Atlantic, multilateral	515
Disposal of redistributable and excess property, Belgium	495	Offshore Procurement:	
Disposition of surplus equipment and materials, Dominican Republic	1185	Greece, defense program	99
Facilities assistance programs—		Yugoslavia, economic aid	1144
Netherlands	1159	Pacific Area, Southeast Asia Collective Defense:	
Spain	1155	Pacific charter	91
United Kingdom	1167	Treaty and protocol	84
Loan of U. S. naval vessels—		Pakistan:	
Japan	13	Emergency relief assistance	557
Korea	19	Mutual security, defense support assistance	501
Transfer of military equipment and materials, Japan	9	Surplus agricultural commodities	507
Mutual Defense Treaty, China	433	Technical coöperation	511
Mutual Security Agreements:		Panama:	
Ireland, counterpart special account, disposition of balance	571	Colón and other corridors, Canal Zone	461
Italy—		Maps	478
Defense support aid	587	Highway convention	480
Use of counterpart funds in Trieste .	593	Map, Boyd-Roosevelt Highway	492
Pakistan, defense support assistance	501	Parcel Post, India	819
Philippines, military and economic assistance	847	Passport Visa Fees, Switzerland/Liechtenstein	93
Naval Bases in Spain, purchase of construction material in Germany	656	Patents:	
Naval Missions:		Double taxation, avoidance, Japan—Estates	118
Cuba	784	Income	156, 161
Ecuador	777	Interchange of rights and technical information for defense purposes, Norway	799
Naval Vessels. <i>See under Vessels.</i>		SHAPE air defense technical center, establishment and operation, Netherlands	916
Navigation:			
Aerial. <i>See Aviation.</i>			
Maritime. <i>See Vessels.</i>			
Navigation aids, radio. <i>See under Radio.</i>			

Page	Property Provisions—Continued	Page	
Peru:			
Cooperative agricultural program	697	Mutual defense assistance, disposition of surplus—	
Financial arrangements for furnishing supplies and services to naval vessels	806	Belgium	495
Guaranty of private investments	678	Dominican Republic	1185
Surplus agricultural commodities	563	Mutual security, Philippines	847
Technical cooperation programs—		SHAPE air defense technical center, Netherlands	915
Employment service	61	Warning and control system against air attack, Canada	768
Irrigation, transportation and indus- try	1037	Publicity Provisions:	
Philippines:		Child feeding program, Italy	1197, 1201
Economic cooperation, informational media guaranty program	549	Defense support assistance, Pakistan . .	505
Mutual security, military and economic assistance	847	Emergency relief assistance—	
Southeast Asia collective defense treaty and protocol, deposit of instru- ments	84	Haiti	858
Pilotage Provisions:		Pakistan	559
Return of U. S. naval vessels, U. S. S. R.	52, 53	International Sugar Council report . .	217
Supplies and services to naval vessels, financial arrangements, Peru	806	Mexican agricultural workers	1020
Port Charges, Facilities, Etc.:		Quarries, avoidance of double taxation on income, Japan	157, 161
Haiti, emergency relief assistance	857	Radio:	
Yugoslavia, construction of facilities, economic aid	1145	Information programs for contracting Mexican agricultural workers	1020
Postal Provisions:		Navigation aids—	
Parcel post agreement, India	819	Aircraft, North Atlantic Ocean sta- tions, multilateral	542
Privileges and exemptions, technical cooperation, El Salvador	729	Pilotage and anchorage, return of U. S. naval vessels, U. S. S. R. .	52
Productivity Program, Japan	1007	Warning and control system against air attack, Canada	768
Propellants and Explosives, Facilities Assistance Programs:		Rates of Exchange, monetary. <i>See</i> Mon- etary Exchange Provisions.	
Netherlands	1159	Refugee Organization, International, use of shipping facilities in movement of European migrants	614
Spain	1155	Relief Assistance, Emergency:	
United Kingdom	1167	Haiti	855
Property Provisions:		Pakistan	557
Claims settlements—		Relief Supplies and Equipment, Duty- Free Entry, Exemption From In- ternal Taxation:	
Germany, obligations for surplus property	1065	Chile	717
Japan, damages from U. S. nuclear tests in Marshall Islands	1	Honduras	795
Double taxation, avoidance, Japan—		Korea	1189
Estates	117	Roads. <i>See also</i> Highways.	
Income	156, 157, 161	Canada, establishment of warning and control system against air attack .	765
Educational exchange programs, financ- ing, Chile	906, 907	Italy, defense support aid	588
Guaranty of private investments—		Netherlands, access roads necessary for stationing U. S. armed forces	103
Costa Rica	665	Yugoslavia, Ljubljana-Zagreb military road	1144, 1148
Ecuador	843	<i>Rodman</i> (Hull 456), loan of U. S. vessel to China	750
Guatemala	673		
Peru	678		

-- Royalties, avoidance of double taxation on income, Japan	156, 157, 161	Strategic Materials, Provisions in Surplus Commodities Agreements:	Page
Rural Education, technical cooperation, Haiti	755	Purchase for U. S. stockpile—	
Safety of Life at Sea, search and rescue services, North Atlantic Ocean stations, multilateral	542	Italy	1111
Salvage and Scrap, Disposition:		Spain	1081
Military assistance, Cambodia	1000	Use in payment of loans, Pakistan	508
Mutual defense assistance—		Sugar Agreement, International, multi-lateral	203
Belgium	498	Supplies and Services to Naval Vessels, financial arrangements, Peru	806
Dominican Republic	1186	Supreme Headquarters, Allied Powers, Europe. <i>See</i> SHAPE	
Sanitation. <i>See</i> Health and Sanitation.		Surplus Agricultural Commodities:	
SHAPE Air Defense Technical Center (ADTC), establishment and operation, Netherlands	915	Argentina	1085
Shipping. <i>See</i> Transportation.		Chile	893
Ships. <i>See</i> Vessels.		Colombia	1177
South Africa, Union of, certificates of airworthiness for imported aircraft .	657	Finland	1103
Southeast Asia Collective Defense:		Israel	813, 1173
Pacific charter	91	Italy	1109, 1195
Treaty and protocol	81	Japan	1127
Sovereign Immunity, Provisions in Technical Cooperation Agreements:		Korea	1134
El Salvador	729	Pakistan	507
Peru	69, 1050	Peru	563
Soviet Socialist Republics, Union of, lend lease settlement, return of U. S. naval vessels	51	Spain	1073
Spain:		Thailand	1169
Mutual defense assistance, facilities program	1155	Yugoslavia	45, 1139, 1141
Surplus agricultural commodities	1073	Surplus Property:	
U. S. military, air, and naval bases in, purchase of materials for construction, provisions in agreement with Germany	656	Disposition of mutual defense assistance equipment and materials—	
Status of Forces Provisions:		Belgium	495
Canada, establishment of warning and control system against air attack .	771	Dominican Republic	1185
Netherlands, stationing of U. S. armed forces	103	Settlement of obligation, Germany	1065
Storage, conservation of food, technical cooperation, El Salvador	724	Sweden, North Atlantic Ocean stations, maintenance of vessels	518, 520
Storage Charge Provisions:		Switzerland:	
Emergency relief assistance, Haiti	857	North Atlantic Ocean stations, contributions to maintenance	519, 520
Relief supplies and equipment—		Passport visa fees	93
Chile	718	Tax Exemption Provisions:	
Honduras	796	Emergency relief assistance, Haiti	856
Korea	1190	Establishment of warning and control system against air attack, Canada	771
Surplus agricultural commodities, Italy	1201	Highway convention, Panama	486
Warehousing, parcel post, India	828	Military assistance, Cambodia	998
		Mutual security, Philippines	849
		Relief supplies. <i>See</i> Relief Supplies and Equipment.	
		Sale of feed grain and purchase of building materials for U. S. defense purposes, Germany	656
		SHAPE air defense technical center, Netherlands	916, 921, 924
		Stationing of U. S. armed forces in Netherlands	104, 107

Tax Exemption Provisions—Continued	Page	Trade-Marks, Avoidance of Double Taxation, Japan:	Page
Sugar agreement, international	221	Estates, inheritances, and gifts	118
Technical cooperation—		Income	156, 161
El Salvador	729	Transportation:	
Iraq	714	Construction of facilities, economic aid, Yugoslavia	1145
Mexico	977, 978	Emergency relief assistance, Haiti	855
Pakistan	512	Migrants, Intergovernmental Committee for European Migration, constitution	604, 614
Peru	68, 1049	Surplus agricultural commodities—	
Taxation, Double, Avoidance:		Argentina	1086, 1088
Japan, conventions—		Chile	894, 895
Estates, inheritances, and gifts	113	Colombia	1178, 1179
Income	149	Finland	1104, 1105, 1107
United Kingdom, income protocol	37	Israel	814, 815, 1174
Technical Cooperation:		Italy	1110, 1201
Costa Rica, agricultural research	599	Japan	1132
El Salvador, agricultural development	723	Korea	1135, 1136
Haiti, rural education	755	Peru	564, 565
Iraq, community welfare	701	Spain	1081, 1083
Mexico, industrial productivity	959	Thailand	1171
Pakistan	511	Technical cooperation program, Peru	1037
Peru—		Treaties:	
Emp'oyement service program	61	China, mutual defense	433
Irrigation, transportation, industry	1037	Japan, avoidance of double taxation, conventions—	
Technical Information and Patent Rights, interchange for defense purposes, Norway	799	Estates, inheritances, and gifts	113
Telecommunication:		Income	149
North Atlantic Ocean stations, communication services, multilateral	542	Multilateral—	
Radio. <i>See</i> Radio.		International sugar agreement	203
Telegraph and telephone service, provisions in technical cooperation agreement, El Salvador	729	Southeast Asia collective defense	81
Warning and control system against air attack, Canada	768	Panama, conventions—	
Thailand, surplus agricultural commodities	1169	Colón and other corridors, Canal Zone	461
Tobacco, Sale of Surplus Commodities To:		Highway convention	480
Finland	1104, 1107	United Kingdom, avoidance of double taxation on income, protocol	37
Israel	814	Trieste, mutual security, use of counterpart funds, Italy	593
Italy	1110, 1122	Turkey:	
Korea	1135	Exchange of commodities and sale of grain	455, 683, 688
Spain	1083	Facilities assistance program	1031
Thailand	1170	Union of South Africa; Union of Soviet Socialist Republics. <i>See</i> South Africa; Soviet Socialist Republics.	
Trade Provisions:		United Kingdom:	
Defense support assistance, Pakistan	502	Double taxation on income, avoidance, protocol	37
International sugar agreement	203	Economic aid to Yugoslavia, participation in	583
Private trade channels, utilization in sale of grain, etc.—			
Germany	655		
Turkey	455, 683		
Productivity program, improvement of commerce, Japan	1013		
Surplus agricultural commodities. <i>See</i> Su plus Agricultural Commodities.			

INDEX

XIII

	Page		Page
United Kingdom—Continued		Vessels—Continued	
Mutual defense assistance, facilities program	1167	U. S. naval—	
North Atlantic Ocean stations, maintenance of vessels	518, 519, 520	Financial arrangements for supplies and services, Peru	806
United States Armed Forces, stationing in Netherlands	103	Lend lease settlement, return by U. S. S. R.	51
United States Departments:		Loan to—	
Agriculture, Commodity Credit Corporation—		China	750
Exchange of commodities and sale of grain, Turkey	455, 683	Japan	13
Investment, emergency relief assistance, Pakistan	557	Korea	19
Defense, military and economic assistance, Philippines	848	Vietnam, applicability of Southeast Asia collective defense treaty, multilateral protocol	87
Navy, return of lend lease vessels by U. S. S. R.	55	Visa Fees, passport, Switzerland/Liechtenstein	93
United States Missions. <i>See</i> Missions.		Warehousing Charges. <i>See</i> Storage Charge Provisions.	
University of Florida, agricultural research, technical cooperation, Costa Rica	599	Warning and Control System Against Air Attack, Canada	763
Vessels:		Welfare Program, community, technical cooperation, Iraq	701
Double taxation, avoidance, Japan—		Whaling, amendments to schedule to International Whaling Convention, multilateral	645
Estates, inheritances, gifts	117	Wheat:	
Income	155	Economic aid, Yugoslavia	1147
Landing facilities at warning and control stations, Canada	771	Exchange of commodities and sale of grain, Turkey	455, 688
Loading and unloading costs, emergency relief assistance, Haiti	857	Sale of surplus commodities to—	
Ocean station vessels, North Atlantic, multilateral	515	Chile	894
Pilotage, port facilities. <i>See</i> Pilotage Provisions; Port Charges, Facilities, Etc.		Colombia	1178
Shipping. <i>See</i> Transportation.		Israel	814, 1174
U. S. flag vessels, use in transportation of commodities, provisions in agreements with—		Italy	1110, 1122, 1195, 1201
Argentina	1088	Peru	564
Chile	895	Yugoslavia	45, 1139, 1141
Colombia	1179	Wool, greasy, exchange of commodities and sale of grain, Turkey	683, 688
Finland	1107	Workers, Mexican agricultural, recommendations by Joint Migratory Labor Commission	1017
Germany	655	World Meteorological Organization, functions, North Atlantic Ocean stations, multilateral	521
Israel	815	Yugoslavia:	
Japan	1133	Economic aid	583, 1144, 1147
Korea	1136	Surplus agricultural commodities	45
Peru	565	Purchase of additional wheat	1139, 1141
Spain	1081	Zagreb-Ljubljana highway, military road, economic aid, Yugoslavia	1144, 1148
Thailand	1171		



