

United States Treaties and Other International Agreements



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

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

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INDONESIA

Agricultural Commodities

*Agreement signed at Jakarta April 19, 1976;
Entered into force April 19, 1976.
With agreed minutes.*

*And amending agreements
Effectuated by exchange of notes
Signed at Jakarta May 26 and 28, 1976;
Entered into force May 28, 1976.
And exchange of notes
Signed at Jakarta June 14 and 15, 1976;
Entered into force June 15, 1976.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Indonesia.

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Republic of Indonesia (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended^[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

¹ 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of the agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The currency use payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104(a), (b), (e) and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the currency use payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payment shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

- a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.
- b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on same anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D. C. 20250, unless another method of payment is agreed upon by the two governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the currency use payment, if any, made by the government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The government of the importing country shall furnish in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the initial payment, currency use payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement; or
2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America);

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized.

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received.

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of Section A 2 and 3 of this Article; and

4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in subsection 103 (1) of the Act.

PART II - PARTICULAR PROVISIONSITEM I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> (U.S. CY)	<u>Approx. Max. Quantity</u> (Metric Tons)	<u>Max. Export Market Value</u> (Millions)
Wheat/ Wheat Flour (Wheat Basis)	1976	100,000	\$15.6
Rice	1976	100,000	<u>19.6</u>
			Total \$35.2

ITEM II. Payment Terms:

Convertible Local Currency Credit (CLCC)

1. Initial Payment - Fifteen (15) percent.
2. Currency Use Payment - Ten (10) percent for Section 104(A) purposes.
3. Number of Installment Payments - Twenty (20).
4. Amount of Each Installment Payment - Approximately Equal Annual Amounts.
5. Due Date of First Installment Payment - Six (6) years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate - Three (3) percent.
7. Continuing Interest Rate - Four (4) percent.

ITEM III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period</u> (U.S. CY)	<u>Usual Marketing Requirement</u>
Wheat/Wheat Flour (Wheat Basis)	1976	294,000 Metric Tons
Rice	1976	200,000 Metric Tons

ITEM IV. Export Limitations:

- A. Export Limitation Period: The export limitation period shall be the United States Calendar Year 1976 or any subsequent U. S. calendar year in which commodities financed under this agreement are being imported or utilized.

TIAS 830S

- B. Commodities to Which Export Limitation Apply: For the purposes of Part I, Article III A(4), of this agreement, the commodities which may not be exported are: For Wheat/Wheat Flour--Wheat/Wheat Flour, Rolled Wheat, Semolina, Farina and Bulgur (or same products under a different name) and for Rice--Rice in the form of paddy, or brown, or milled.

ITEM V. Self-Help Measures:

The Government of the Republic of Indonesia continues to accord high national priority to increasing production of food. To consolidate gains in recent years and to assure continued progress, the GOI will:

- A. Continue efforts to achieve progress in agricultural production through:

1. Agricultural Research
2. Production and Distribution of Improved Seeds
3. Expansion of the Supply of Agricultural Credit
4. Strengthening Agricultural Extension
5. Expanding and Improving Agricultural Education at the Secondary and University Levels

Research, extension, and credit programs will include attention to improvement of tillage methods, improved irrigation and water use, and improvement of rice threshing methods to reduce damage to quality.

- B. Improve the marketing system including procurement procedures for Government stabilization programs and improvement of facilities for handling and storage of grains.
- C. Expand production of secondary crops such as corn, especially in multiple cropping programs.
- D. Expand the supply and improve the distribution of fertilizer, insecticides and herbicides.
- E. Seek ways to broaden ownership of land by actual tillers, and to improve systems of water rights.

In implementing these self-help measures, the Government of the Republic of Indonesia will place specific emphasis on their contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to
the Importing Country Are to be Used:

- A. The Proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for other projects and programs contained in the development budget of the Government of Indonesia.
- B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

PART III.- FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

This Agreement shall enter into force upon signature.

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

DONE at Jakarta, Indonesia, in duplicate, this 19th day of April, 1976.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE
REPUBLIC OF INDONESIA

Earl L. Butz

[1]

Adam Malik

[2]

¹ Earl L. Butz

² Adam Malik

AGREED MINUTES

The following minutes of negotiations of the PL-480, Title I Agreement of April 19, 1976 are agreed upon by the representatives of the signatory Governments:

1. The representatives of the Government of Indonesia understood that the Preamble and Parts I and III are standard and applicable to all Title I PL-480 Agreements.

2. The attention of the representatives of the Government of Indonesia has been called to the provisions of Part II, specifically to the time period restrictions and quantities of wheat and rice required to be purchased commercially against the Usual Marketing Requirement (UMR) with its own resources.

3. In addition to the delivery limitations and UMR purchases noted in the preceding minute, the representatives of the Government of Indonesia understood that:

a. shipments of commodities from the U. S. must be completed by September 30, 1976 since the financing for the agreement will come from the United States FY 1976 and transitional quarter budgets. It is understood that the U. S. fiscal year will be changed from a July - June to an October - September basis during CY 1976.

b. only current crop U. S. rice will be made available under this agreement with purchases to be made no later than June 30, 1976 and liftings from the U. S. completed by August 31, 1976.

c. imports from USSR, People's Republic of China, Eastern Europe (except Poland and Yugoslavia), Cuba, North Vietnam and North Korea, commodities imported under PL-480, or grants received from the United States or other sources cannot be counted toward the UMR.

4. The representatives of the Government of Indonesia understood that in case the unit prices become higher than those projected in valuing the agreement, purchases will be limited to the dollar value specified in the agreement. This is in accordance with Article I, E., Part I of the agreement.

5. The representatives of the Government of Indonesia understood that short term commercial credit (6 to 36 months) is available through the CCC Export Credit Sales Program to Indonesian buyers purchasing wheat and rice, but subject first to the Government of Indonesia request for and approval of a CCC credit line to Indonesia by the United States Department of Agriculture and that this source of financing may be used to satisfy the UMR. It is understood further that other eligible commodities not included under the agreement may be requested also for CCC credit financing.

6. The Government of Indonesia will take effective steps to reduce losses connected with the handling and storage of PL-480 commodities; will enforce strict accountability for the commodities until they are in the hands of the private trade; and, in case of damage or loss attributable to the ocean carrier, will make and vigorously follow up claims for reimbursement for such damage or loss.

7. The representatives of the Government of Indonesia understand that certain reports are required in connection with this Agreement, on the arrival and disposition of commodities, permissible exports, the use of sales proceeds, progress in agricultural self-help and the allocation of rupiahs generated by the Agreement. The representatives of the Government of Indonesia will make appropriate arrangements to:

- a. furnish the Embassy of the United States of America a report by the fifteenth of January, April, July and October under provisions contained in Article III, D. of this agreement;
- b. return completed "arriving and shipping information" (ADP Sheets) with appropriate notations certifying receipt of all commodities as soon as possible, but not later than 30 days from the date of unloading or 30 days from the receipt of the ADP Sheets, whichever is later;
- c. submit annual reports on progress of agricultural self-help by November 15.

8. The Government of Indonesia understands that if it engages the services of a U. S. person or firm as its agent to handle the procurement of a commodity and/or ocean transportation, such agent must be approved by the United States Department of Agriculture. A copy of the written agreement between the Government of Indonesia and the U. S. agent must be submitted to the United States Department of Agriculture for prior approval to the issuance of the applicable purchase authorization.

9. In compliance with the provisions of Article III, I. of this Agreement, the Government of Indonesia agrees to give publicity to the provisions of this Agreement by issuing suitable press releases at the time of signing and at the time of issuance of each Purchase Authorization applied for under this Agreement.

DONE at Jakarta on this 19th day of April, 1976.

UNITED STATES OF AMERICA

Verle E. Lanier

[¹]



[²]

Bustanil Arifin

¹ Verle E. Lanier

² Bustanil Arifin

[AMENDING AGREEMENTS]

The American Ambassador to the Indonesian Minister of Foreign Affairs

No. 436

JAKARTA, May 26, 1976

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on April 19, 1976, and propose that Part II, Particular Provisions, be amended under Item I Commodity Table for Rice by changing the maximum value from "Dollars 19.6" to "Dollars 29.4," and Agreement total value from "Dollars 35.2" to "Dollars 45.0."

All other terms and conditions of the April 19, 1976 Agreement remain the same.

If the foregoing is acceptable to your Government, I have the honor to propose that this Note and your reply thereto constitute an agreement between our two Governments effective on the date of your Note in reply.

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

DAVID D. NEWSOM

by

LLOYD M. RIVES

His Excellency

ADAM MALIK,

*Minister of Foreign Affairs,
Jakarta.*

The Indonesian Minister of Foreign Affairs to the American AmbassadorMINISTER FOR FOREIGN AFFAIRS
REPUBLIC OF INDONESIA

Jakarta, May 28, 1976.

No.D. 0522 /76/01

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note of May 26, 1976 which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on April 19, 1976, and propose that Part II, Particular Provisions, be amended under Item I Commodity Table for Rice by changing the maximum value from "Dollars 19.6" to "Dollars 29.4" and Agreement total value from "Dollars 35.2" to "Dollars 45.0."

All other terms and conditions of the April 19, 1976 Agreement remain the same.

If the foregoing is acceptable to your Government, I have the honor to propose that this Note and your reply thereto constitute an agreement between our two Governments effective on the date of your Note in reply."

I have the honour to confirm that the proposed amendments as described in your Note are acceptable to my Government and to agree that Your Excellency's Note and this reply shall be regarded as constituting an agreement between our two Governments with effect from the date of this Note.

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

Minister of Foreign Affairs. f

His Excellency
David D. Newsom
Ambassador Extraordinary and Plenipotentiary
of the United States of America
JAKARTA

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

Jakarta, June 14, 1976

No. 489

Excellency:

I have the honor to refer to the Agricultural Commodities

Agreement signed by representatives of our two Governments on

April 19, 1976 as amended on May 28, 1976 and to propose that

Part II, Particular Provisions, be further amended as follows to

increase the rice component of the agreement.

Item I, Commodity Table: Under appropriate column headings

make following changes: On line titled "Rice" change "100,000" to

"150,000" and "29.4" to "44.0". On line titled "Total" change

"\$45.0" to "\$59.6".

All other terms and conditions of the April 19, 1976 Agreement

remain the same.

His Excellency

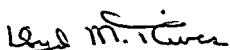
Adam Malik,

Minister of Foreign Affairs

Jakarta

If the foregoing is acceptable to your Government, I have the honor to propose that this Note and your reply thereto constitute an agreement between our two Governments effective on the date of your Note in reply.

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



Charge d'Affaires ad interim

*The Indonesian Minister for Foreign Affairs to the American Charge
d'Affaires ad interim*



MINISTER FOR FOREIGN AFFAIRS
OF THE REPUBLIC OF INDONESIA

Jakarta June 15, 1976.

No. : D. 0500 /76/01.

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note of June 14, 1976 which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on April 19, 1976 as amended on May 28, 1976 and to propose that Part II, Particular Provisions, be further amended as follows to increase the rice component of the agreement.

Item I, Commodity Table: Under appropriate column headings make following changes: On line titled "Rice" change "100.000" to "150.000" and "29.4" to "44.0". On line titled "Total" change "§ 45.0" to "§ 59.6".

All other terms and conditions of the April 19, 1976 Agreement remain the same".

I have the honour to confirm that the proposed amendments as described in your Note are acceptable to my Government and to agree that Your Excellency's Note and this reply shall be regarded as constituting an agreement between our two Governments with effect from the date of this Note.

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

His Excellency
Lloyd M. Rives.
Charge d'Affaires ad interim
United States Embassy
JAKARTA

Minister for Foreign Affairs

MOROCCO

Agricultural Commodities

*Agreement signed at Rabat May 17, 1976;
Entered into force May 17, 1976.*

AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE KINGDOM OF MOROCCO FOR
SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Kingdom of Morocco,

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Kingdom of Morocco (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production; and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended^[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies:

Have agreed as follows:

PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

^[1] 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. The issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The currency use payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Sub-section 104(a), (b), (e) and (h) of the act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the currency use payment has been offset. Unless otherwise specified in

Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

- a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.
- b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are

not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the currency use payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged

for comparable loans in the importing country. The Government of the importing country shall furnish in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the initial payment, currency use payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. the payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement;
or
2. the payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement;
2. take all possible steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country;
3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America);
4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;
2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and
4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purpose of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier;
2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and
3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purpose of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in subsection 103 (1) of the Act.

PART II - PARTICULAR PROVISIONS**ITEM I. Commodity Table:**

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity (Metric Tons)</u>	<u>Maximum Export Market Value (Millions)</u>
Wheat/Wheat Flour	U.S. Fiscal Year 1976 plus July 1 through September 30, 1976	100,000	\$14.80
		Total	\$14.80

ITEM II. Payment Terms:**Convertible Local Currency Credit**

1. Initial payment -- 20 percent
2. Currency Use payment -- none
3. Number of installment payments -- 22
4. Balance payable -- approximately equal annual installments
5. Due date of first installment payment -- three years after date of last delivery of commodities in each calendar year
6. Interest rate -- 3 percent

ITEM III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period</u>	<u>Usual Marketing Requirement</u>
Wheat/Wheat Flour	U.S. Fiscal Year 1976 plus July 1 through September 30, 1976	500,000 MT

ITEM IV. Export Limitations

A. The export limitation period shall be U.S. fiscal year 1976 plus July 1 through September 30, 1976 or any subsequent U.S. fiscal year during which commodities financed under this agreement are being imported or utilized.

B. For the purposes of Part I, Article III A4 of the agreement, the commodities which may not be exported are: for wheat/wheat flour -- wheat/wheat flour, rolled wheat, semolina, farina or bulgur (or the same product under a different name).

ITEM V. Self-Help Measures

A. The Government of the Kingdom of Morocco agrees to:

1. Further developing and implementing a production-oriented dryland research program responsive to specific problems facing the farmers in rainfed areas. For example, this research program would give particular priority to the investigation from both the technical and economic feasibility standpoint of existing cultural practices, weed and pest control, improved seed availabilities, and seeding rate and time.

2. Improvement of farmer extension programs and an increase in the number of Moroccans trained in wheat production technology.

3. Improving linkages between the research program and the extension services operating in rainfed areas.

4. Expanding the availability of needed production inputs to dryland farmers, using such established methods as credit facilities and direct subsidies.

5. Perfecting programs to improve range management practices, including pastoral seeding, upgrading local breeds and assuring disease control.

6. Continued development of irrigated perimeters in the areas listed in the Government of the Kingdom of Morocco's current fiscal year plan.
7. Improvement and planning of training of higher technicians of agriculture of the Hassan II Agronomic Institute and the National School of Agriculture through the improvement of programs in these establishments as may be needed and introduction of required equipment.
8. A general improvement in the conditions of availability and utilization of agricultural credit, notably in favor of small farmers and agricultural cooperatives.

B. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for the following economic development sectors:

1. agriculture and rural development
2. employment and manpower development
3. population and health

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

PART III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

This Agreement shall enter into force upon signature.

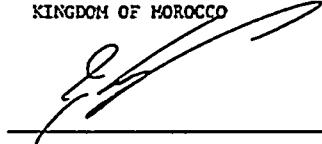
IN WITNESS WHEREOF, the respective representatives, duly authorized
for the purpose, have signed the present agreement.
DONE at Rabat, in duplicate, this 17th day of
May, 1976

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA



[¹]

FOR THE GOVERNMENT OF THE
KINGDOM OF MOROCCO



H.E. Abdelkader Benslimane
Minister of Finance

[SEAL]

: ¹ Robert Anderson

TANZANIA

Agricultural Commodities

*Agreement signed at Dar es Salaam June 15, 1976;
Entered into force June 15, 1976.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government
of the United Republic of Tanzania:

Recognizing the desirability of expanding trade in agricultural
commodities between the United States of America (hereinafter
referred to as the exporting country) and the Government of the United
Republic of Tanzania (hereinafter referred to as the importing country)
and with other friendly countries in a manner that will not displace
usual marketings of the exporting country in these commodities or
unduly disrupt world prices of agricultural commodities or normal
patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of
their efforts to help themselves toward a greater degree of self-
reliance, including efforts to meet their problems of food production
and population growth;

Recognizing the policy of exporting country to use its agricultural
productivity to combat hunger and malnutrition in developing countries,
to encourage these countries to improve their own agricultural production,
and to assist them in their economic development;

Recognizing the determination of the importing country to improve
its own production, storage, and distribution of agricultural food
products, including the reduction of waste in all stages of food
handling;

Desiring to set forth the understandings that will govern the sales
of agricultural commodities to the importing country pursuant to Title I
of the Agricultural Trade Development and Assistance Act, as amended [¹]
(hereinafter referred to as the Act), and the measures that the two
Governments will take individually and collectively in furthering the
above-mentioned policies;

Have agreed as follows:

¹ 80 Stat. 1526; 7 U.S.C. § 1701 et seq.

PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. The issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. The availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed

the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. - Initial Payment

The Government of the importing country shall pay, or cause to be paid, such Initial Payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for Initial Payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorizations.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The Currency Use Payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for Currency Use Payment in Part II. Payment shall be made in accordance with Paragraph H and for purposes specified in Subsection 104(a), (b), (e) and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the Currency Use Payment has been offset. Unless otherwise specified in Part II, no request for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the Initial Payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

- a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.
- b. In the case of Convertible Local Currency Credit interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the Currency Use Payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned

by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the Initial Payment, Currency Use Payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payments of its obligations, or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement; or
2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payments of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the Usual Marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.
2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.
3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and
4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the Export Limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received.

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of Sections A2 and 3 of this Article; and

4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective

records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this Section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in Subsection 103(1) of the Act.

PART II - PARTICULAR PROVISIONS:Item I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> (United States Fiscal Year)	<u>Approximate Maximum Quantity</u> (Metric Tons)	<u>Maximum Report Market Value</u> (Millions)
Corn/Grain	1976 plus	40,000	\$ 4.5
Sorghum	July 1 through September 30, 1976		

TOTAL \$ 4.5

Item II. Payment Terms:Convertible Local Currency Credit

1. Initial Payment - 5 percent
2. Currency Use Payment - Section 104(a) - 5 percent
3. Number of Installment Payments - 31
4. Amount of each installment payment - approximately equal annual installments
5. Due Date of First Installment Payment - Ten years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate - 2 percent
7. Continuing Interest Rate - 3 percent

Item III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period</u> (U.S. Fiscal Year)	<u>Usual Marketing Requirement</u> (Metric Tons)
Corn/Grain	1976 plus July 1	
Sorghum	through September 30 1976	75,000

Item IV. Export Limitations:

- A. The export limitation period shall be U.S. fiscal year 1976 plus July 1 through September 30, 1976, or any subsequent U.S. fiscal year during which commodities financed under this agreement are being imported or utilized.
- B. For the purpose of Part I, Article III A4 of the agreement, the commodities which may not be exported are: for corn/grain sorghum: corn, grain sorghum, barley, oats, and rye, including mixed feed containing such grains.

Item V. Self-Help Measures:

- A. The Government of the United Republic of Tanzania agrees to:
1. Expand and improve food storage and distribution facilities.
 2. Improve livestock production through expansion of veterinary services, provision of stock routes and other marketing activities.
 3. Accord high priority and allocate sufficient resources to increase food production.
 4. To develop the agricultural sector and related rural development programs with a view toward increasing rural productivity.
 5. Maintain the TanZam Highway.
- B. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

Item VI. Economic development purposes for which proceeds accruing to importing country are to be used:

- A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for the following economic development sectors: Agriculture.
- B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

Part III - Final Provisions

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

This agreement shall enter into force upon signature.

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

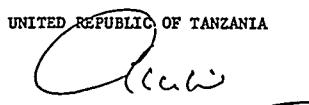
DONE at Dar es Salaam in duplicate, this 15th day of

June , 1976.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA


James W. Spain
U. S. Ambassador to Tanzania

FOR THE GOVERNMENT OF THE
UNITED REPUBLIC OF TANZANIA


Amir Jamal
Minister of Finance & Planning

SRI LANKA

Agricultural Commodities

*Agreement amending the agreement of April 9, 1976.
Effectuated by exchange of notes
Signed at Colombo April 30, 1976;
Entered into force April 30, 1976.*

*The American Chargé d'Affaires ad interim to the Ceylonese Acting
Secretary, Ministry of Planning and Economic Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 76

COLOMBO, April 30, 1976

EXCELLENCY:

I have the honor to refer to the P.L. 480 Title I Agricultural Sales Agreement signed by representatives of our two Governments on April 9, 1976^[1] and propose that the Agreement be amended as follows:

(A) In PART II – Item I – Commodity Table: under the column entitled Supply Period, delete "1976" and insert "Fiscal Year 1976 plus July 1 through September 30, 1976";

(B) In PART II – Item III – Usual Marketing Table: under the Import Period column, delete "1976" and insert "Fiscal Year 1976 plus July 1 through September 30, 1976"; and

(C) In PART II – Item IV – Export Limitations: after "Fiscal Year 1976" insert "plus July 1 through September 30, 1976".

All other terms and conditions of the April 9, 1976 Agreement remain the same. I propose that this Note and your reply concurring therein constitute agreement between our two Governments effective the date your Note is received in reply.

¹ TIAS 8256; *ante*, p. 1453.

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

RAYMOND L. PERKINS, JR.

Raymond L. Perkins, Jr.

Charge d'Affaires, a.i.

His Excellency

DR. S. A. MEEGAMA,
*Acting Secretary,
Ministry of Health
Colombo.*

The Ceylonese Acting Secretary, Ministry of Planning and Economic Affairs, to the American Chargé d'Affaires ad interim



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MINISTRY OF PLANNING & ECONOMIC AFFAIRS. Sir Baron Jayawickrama Mahinda, Colombo 1.

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APRIL 30, 1976.

MR CHARGE D'AFFAIRES.

I have the honour to acknowledge the receipt of your letter dated April 30, 1976, regarding the extension of the supply period provided for in Part II of the Title I Public Law 480 Agreement signed on April 9, 1976 to 30th September 1976.

The proposed extension is acceptable to us.

Accept, Mr Charge d'Affaires, the renewed assurance of my highest consideration.

S A MEEGAMA

(S. A. Meegama)

*Acting Secretary,
Ministry of Planning & Economic Affairs.*

MR R.L. PERKINS,
Charge d'Affaires,
U.S. Embassy,
Colombo.
/MT

INDIA
Agricultural Commodities

*Agreement signed at New Delhi May 3, 1976;
Entered into force May 3, 1976.
With agreed minutes.*

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF INDIA
FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and
the Government of India,

Recognizing the desirability of expanding trade in
agricultural commodities between the United States of America
(hereinafter referred to as the exporting country) and India
(hereinafter referred to as the importing country) and with other
friendly countries in a manner that will not displace usual
marketings of the exporting country in these commodities or
unduly disrupt world prices of agricultural commodities or
normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of
their efforts to help themselves toward a greater degree of self-
reliance including efforts to meet their problems of food
production and population growth;

Recognizing the policy of the exporting country to use its
agricultural productivity to combat hunger and malnutrition in the
developing countries, to encourage these countries to improve their
own agricultural production, and to assist them in their
economic development;

Recognizing the determination of the importing country
to improve its own production, storage, and distribution of
agricultural food products, including the reduction of waste in
all stages of food handling;

Desiring to set forth the understandings that will govern
the sales of agricultural commodities to the importing country
pursuant to Title I of the Agricultural Trade Development and
Assistance Act, as amended [1] (hereinafter referred to as the Act),
and the measures that the two Governments will take individually
and collectively in furthering the above-mentioned policies;

¹ 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

Have agreed as follows:

PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of

financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The Currency Use Payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for Currency Use Payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsections 104(a), (b), (e), and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest

starting with the first installment payment, until the value of the Currency Use Payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the Initial Payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year shall be paid as follows:

- a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar

year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country,

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the Currency Use Payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by

the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the Initial Payment, Currency Use Payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement; or
2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or

used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.
2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.
3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or

the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is defined in Part II of this agreement during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized;

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;
2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and
4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,
2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and
3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.
2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this Section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity.

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in Subsection 103(1) of the Act.

PART II - PARTICULAR PROVISIONS:**Item I. Commodity Table:**

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity (Metric Tons)</u>	<u>Maximum Export Market Value (Millions)</u>
Wheat/Wheat Flour (grain basis)	Fiscal Year 1976 plus July 1 through September 30, 1976	400,000	\$57.0
Rice	Fiscal Year 1976 plus July 1 through September 30, 1976	100,000	\$26.0
			Total \$83.0

Item II. Payment Terms:Convertible Local Currency Credit

- A. Initial Payment - 5 percent
- B. Currency Use Payment - None
- C. Number of Installment Payments - 31
- D. Amount of Each Installment Payment - approximately equal annual amounts
- E. Due Date of First Installment - Ten years after date of last delivery of commodities in each calendar year.
- F. Initial Interest Rate - 2 percent per annum
- G. Continuing Interest Rate - 3 percent per annum

Item III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period</u>	<u>Usual Marketing Requirements (Metric Tons)</u>
Wheat and/or Wheat Flour (on a grain equivalent basis)	Fiscal Year 1976 plus July 1 through September 30, 1976	370,000
Rice	Fiscal Year 1976 plus July 1 through September 30, 1976	100,000

Item IV. Export Limitations:

A. The export limitation period shall be U.S. Fiscal Year 1976 plus July 1 through September 30, 1976 or any subsequent U.S. Fiscal Year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III A (4) of the Agreement, the commodities which may not be exported are: for wheat/wheat flour -- wheat, wheat flour, rolled wheat, semolina, farina and bulgur (or the same product under a different name); and for rice -- rice in the form of paddy, brown or milled, except for aromatic (basmati) type rice.

Item V. Self-Help Measures:

A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of India agrees to:

- increase the output and distribution of agricultural inputs (fertilizer, seeds, tools, equipment) in order to expand production and increase the efficiency of land utilization.
- expand and improve the storage of grains and other agricultural commodities through silos, warehouses and cold-storage facilities.
- continue to develop crop research programs, especially those which show promise of substantially increased production (e.g., rice, oilseeds).
- further develop research and operating programs to control the major insects and diseases that attack agricultural crops, both in the field and in storage.

- expand the area under soil conservation practices.
- improve the management of water resources by means of drainage, land leveling, tubewells and irrigation practices.
- develop techniques for increasing the productivity of dry land farming. This information will then be extended to farmers in those areas.
- pursue a program of multiple cropping so as to increase the efficiency of resource use.
- carry forward policies that will encourage farmers to produce at a maximum rate - price supports, on-farm storage facilities, marketing assistance, credit.

VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be used:

A. the proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for the following agricultural and economic development sectors, as contained in the Government of India's annual plan for 1975-1976: agriculture and allied programs, irrigation and flood control, education and health, family planning and nutrition.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

PART III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce

any financial obligations the Government of the importing country has incurred as of the date of termination.

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. DONE at New Delhi, in duplicate, this third day of May, 1976,

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Wm B. Saxbe
(William B. Saxbe)
Ambassador of the United States of America

FOR THE GOVERNMENT OF INDIA

M. G. Kaul —
(M. G. Kaul)
Secretary
Department of Economic Affairs

AGREED MINUTES
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA (USG)
AND THE GOVERNMENT OF INDIA (GOI)
REGARDING THE
PUBLIC LAW 480 TITLE I AGREEMENT FOR FISCAL YEAR 1976

1. General - The representatives of the two governments discussed in detail the provisions of the proposed agreement and reviewed the legislative background of food assistance programs under the Agricultural Trade Development and Assistance Act of 1954 (commonly called P.L. 480). USG officials pointed out that (a) the proposed Title I agreement currently being negotiated incorporated provisions and terms similar to those contained in the Title I agreement the GOI signed in 1971,^[1] except that, unlike earlier Local Currency Agreements, this agreement is on long-term credit, (b) Parts I and III of the new agreement are standard provisions for all Title I agreements, and (c) Part II is tailored to specific terms and conditions of the participating recipient country. GOI officials indicated their general understanding of these individual provisions of the agreement.

2. Operational Provisions - The following operational aspects and special provisions applicable to Title I agreements were reviewed:

A. The GOI will designate one or more persons in the United States to consult with representatives of the USG to discuss the rules and procedures applicable to procurement, financing, reporting and ocean transportation.

B. Commodities are to be purchased from private U.S. suppliers and actual prices agreed upon between buyers and sellers are subject to price review by United States Department of Agriculture (USDA), which has been a practice for several years.

¹ TIAS 7115; 22 UST 638, 644, 646.

C. The GOI will designate individuals or agencies in the recipient country with whom representatives of the USG may consult regarding the implementation of the agreement, such as (a) commodity arrival and off-loading information, (b) marking or identifying and publicizing arrivals, (c) assurances against resale and transshipment, (d) compliance with usual marketing requirements, (e) data relating to imports and exports, (f) carrying out self-help measures, and (g) reconciliation of accounts.

D. If the GOI engages the services of a U.S. person or firm as its agent to handle procurement of the commodity and/or ocean transportation, such agent must be approved by the United States Department of Agriculture (USDA). A copy of the written agreement between the Government of India and the United States agent must be submitted to USDA for approval prior to the issuance of applicable purchase authorizations.

E. The GOI agrees to the identification of commodities received and to publicize the agreement.

F. Purchases in fulfillment of the Usual Marketing Requirements (UMR's) are to be financed by the GOI from its own resources. Commercial imports from certain countries, and commodities imported as donations, grants, or concessional sales from the U.S. or other sources, cannot be counted toward the UMR's.

G. Should the USG authorize and finance deliveries of Title I commodities to extend beyond the supply period specified in Part II of the agreement, the GOI will be required to maintain the same UMR and export limitation provisions again for the subsequent comparable supply period under this agreement as specified in Article III.A.1 and 4 of Part I. If a UMR different from that established in the agreement is deemed appropriate, the agreement will be amended.

H. The USG will take the following into consideration in determining the timing and terms and conditions of Purchase Authorizations: (1) availabilities of commodities, (2) crop years of the United States and India, (3) availability of ocean shipping space, (4) ability of India to receive the commodity, (5) market implications, and (6) the overall interest of the U.S. Government. Extensions of terminal contracting and delivery dates as a general rule are not made.

3. Additional Understandings - In particular, the following additional items were discussed in detail:

A. Section 103 (0) - Fair Share Amendment

The United States negotiators brought to the attention of the Indian Government representatives the "fair share" provision of Section 103(0) of the Act. It was explained that this provision is designed to assure that the United States share in any increases in commercial purchases of agricultural commodities by the purchasing country. In this connection, the United States and Indian negotiators took note of India's large commercial purchases of foodgrains during the past two years and the fact that over 50 percent of these purchases were made in the United States.

B. Self-Help Reporting

With reference to Part I, Article III.C of the agreement, it is agreed that the report on self-help measures in Part II, Item V, will be furnished annually by the Government of India; the first report to be submitted on or before December 1, 1976, with subsequent reports to be furnished annually thereafter in a mutually agreed form. These reports will be submitted until such time as the sales proceeds have been utilized.

C. Payment Provisions

1. In response to the question raised by the Indian negotiators regarding method of payment, the United States negotiators advised the Indians that the U.S. Government has, in accordance with Article II.H of Part I, required payment in dollars of the interest and principal on credit made available under agreements pursuant to Title I of P.L.480. The U.S. Government will continue to require such payments in dollars under this P.L. 480 Title I agreement, and therefore, the language relating to local currency in Article II.E.2 and Article II.H, and Article III.G. of Part I would not be applicable.

2. The United States negotiators also noted that since no Currency Use Payments (CUP) will be requested under this Title I, P.L. 480 agreement, the language that relates to Currency Use Payment in Article II.B, G and H of Part I and Item II.2 of Part II would not be applicable.

3. With reference to reporting under Article II.F of Part I and Item VI of Part II, it was agreed that it would be adequate if the Government of India uses the proceeds of commodities financed under this agreement for financing economic development programs specified in Items V and VI of Part II of this agreement and certifies such use annually in a mutually agreed form.

4. Also, with regard to Article II.F, the Indian negotiators noted that any loans made out of sales proceeds will be on normal Government of India terms.

D. Explanation of Cost and Value Figures

The U.S. negotiators explained that the export market value of commodities shown in Part II of the agreement represents the total amount for which Purchase Authorizations (PA's) may be issued and includes the Initial Payment (IP).

The quantity of commodities shown in Part II are approximations based on estimates of export market prices. If commodity prices increase, the quantity to be financed under the agreement will be less than the approximate maximum quantity set forth in Part II. Should commodity prices decrease, however, the quantities of commodities to be financed may be limited to those specified in Part II.

The Indian negotiators were advised that, although the U.S. is hopeful of supplying all the commodities in the agreement, because of supply and budgetary limitations, it may become necessary to withhold some shipments during the supply period or possibly carry over shipments into the next supply period. Purchase Authorizations may be limited to certain increments.

F Ocean Transportation

The USG representatives pointed out the legislative requirement that not less than 50 percent of Title I P.L.480 commodities are required to be shipped on U.S. flag vessels, ocean transportation costs will not be financed under the agreement, but the USG will pay the differential costs between U.S. and foreign flag rates on the approximately 50 percent of commodities required to be shipped in U.S. flag vessels,

New Delhi, May 3, 1976

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

W. B. Saxbe
(William B. Saxbe)

Ambassador of the United States of America

FOR THE GOVERNMENT OF INDIA.

M. G. Kaul
(M. G. Kaul)

Secretary

Department of Economic Affairs

HONDURAS

Agricultural Commodities

*Agreement signed at Tegucigalpa June 9, 1976;
Entered into force June 9, 1976.*

(2353)

TIAS 8313

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF HONDURAS FOR THE SALE OF AGRICULTURAL COMMODITIES

CONVENIO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE HONDURAS PARA LA VENTA DE PRODUCTOS AGRICOLAS

The Government of the United States of America and the Government of Honduras have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III of the Agreement signed March 5, 1975, [¹] together with the following Part II.

El Gobierno de los Estados Unidos de América y el Gobierno de Honduras han convenido en la venta de los productos agrícolas especificados abajo. Este Convenio consiste también del Preambulo, Capítulos I y III del Convenio suscrito el 5 de marzo de 1975, y el Capítulo II siguiente:

¹ TIAS 8037, 26 UST 318.

PART II - PARTICULAR PROVISIONSItem I. Commodity Table:CAPITULO II - PROVISIONES PARTICULARESApartado I. Tabla de Productos:

<u>Commodity</u>	<u>Supply Period (United States Fiscal Year)</u>	<u>Approximate Maximum Quantity (Metric Tons)</u>	<u>Maximum Export Market Value (Millions)</u>
<u>Producto</u>	<u>Período de Suministro (Año Fiscal de EE.UU.)</u>	<u>Cantidad Máxima Aproximada (Toneladas Métricas)</u>	<u>Valor Mínimo en el Mercado de Exportación (Millones).</u>
Wheat/Wheat Flour	1976 plus July 1 through September 30, 1976	15,000	\$2.2
Trigo/Harina de Trigo	1976 y de julio 1 a septiembre 30, 1976	15,000	\$2.2

Item II. Payment Terms:Dollar Credit

1. Initial Payment - 5 percent

Apartado II. Términos de Pago:Crédito en Dólares

1. Pago Inicial - 5 por ciento

2. Currency Use Payment - Section

2. Pago Currency Use - Sección

104 (A) - 5 percent

104 (A) - 5 por ciento

3. Number of Installment Payments	3. Número de Cuotas de Pago
19	19
4. Amount of each Installment	4. Monto de cada Cuota de Pago
Payment - Approximately Equal Annual Installments	Montos Anuales Aproximadamente Iguales.
5. Due Date of First Installment	5. Fecha de Vencimiento del Pago - de la Primera Cuota -
Payment - Two years from date of last delivery in each Calendar Year	Dos años a partir de la última entrega de productos en cada Año Calendario
6. Initial Interest Rate - 2 percent	6. Tasa de Interés Inicial - 2 por ciento
7. Continuing Interest Rate - 3 percent	7. Tasa de Interés Continua - 3 por ciento.

Item III. Usual Marketing Table:Apartado III. Tabla Normal de Mercadeo:

<u>Commodity</u>	<u>Import Period</u> (U.S. Fiscal Year)	<u>Usual Marketing Requirement</u> (Metric Tons)
Wheat/Wheat Flour	1976 plus July 1 through September 30, 1976	30,000
Trigo/Harina de Trigo	1976 y de julio 1 a septiembre 30, 1976	30,000

Item IV. Export Limitations:

A. The export limitation period shall be U.S. Fiscal Year 1976 plus July 1 through September 30, 1976, or any subsequent U.S. Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

Apartado IV. LIMITACIONES DE EXPORTACIÓN:

A. El período de limitación de exportación será el Año Fiscal 1976 de los EE.UU., y de julio 1 a septiembre 30 de 1976 o cualquier Año Fiscal de los EE.UU. subsiguiente durante el cual se estén importando o utilizando los productos financiados bajo este Convenio.

B. For the purpose of Part I, Article III A4 of the Agreement, the

B. Para los efectos del Capítulo I, Artículo III A4 del Convenio,

commodities which may not be exported are:
For Wheat/Wheat Flour--Wheat, Wheat Flour,
Rolled Wheat, Semolina, Farina or Bulgar
(or the same product under a different name).

los productos que no podrán ser exportados son: Para Trigo/Harina de Trigo--Trigo, Harina de Trigo, Trigo Aplastado, Sémola, Farina o Bulgar (o el mismo producto bajo un nombre diferente).

Item V. Self-Help Measures:

A. The Government of Honduras agrees to:

1. Assist the zone damaged by flood and Hurricane to recover its agricultural potential.

2. Analyze grain storage capacity to determine minimum additional grain storage facilities to meet country needs.

3. Initiate plans for developing an adequate grain storage and price

Apartado V. Medidas de Autoayuda:

A. El Gobierno de Honduras conviene en:

1. Contribuir a rehabilitar el potencial agrícola de la zona dañada por el Huracán y las inundaciones.

2. Analizar la capacidad para almacenamiento de granos a fin de determinar cuales son las facilidades mínimas adicionales necesarias para el almacenamiento de granos para satisfacer las necesidades del país.

3. Dar inicio a los planes para el desarrollo de un programa para el

stabilization program.

almacenamiento adecuado de granos y para la estabilización de precios.

4. Take steps to improve marketing structure for providing services to farmers in marketing of food products such as market news, grades and standards, and so forth.

4. Tomar las medidas necesarias para mejorar la estructura del mercadeo con el objeto de poder proporcionar servicio a los agricultores en el mercadeo de los productos alimenticios, tales como innovaciones de mercadeo, grados y normas, etc.

5. Take steps to strengthen Ministry of Natural Resources extension services in disseminating technical information and assistance to farmers on a timely basis.

5. Tomar las medidas necesarias para reforzar los servicios de extensión del Ministerio de Recursos Naturales a fin de impartir a los agricultores, en forma regular, información y asistencia técnicas.

B. In implementing the self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate

B. Al llevar a cabo las medidas de autoayuda, se pondrá énfasis específico en contribuir directamente al desarrollo de las áreas poblacionales rurales pobres y en capacitar a dicha población

actively in increasing agricultural production through small farm agriculture.

pobre a que participe activamente en el aumento de la producción agrícola a través de la agricultura en pequeña escala.

Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for the following economic development sectors: Agriculture.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

Apartado VI. Fines de Desarrollo Económico para los cuales se Utilizarán los Fondos Resultantes a Favor del País.

Importador:

A. Los fondos resultantes que se acumulen a favor del país importador de las ventas de productos financiados bajo el presente Convenio serán utilizados para financiar las medidas de autoayuda estipuladas en el Convenio y para el desarrollo de los siguientes sectores económicos: Agricultura.

B. Al utilizarse los fondos resultantes para estos propósitos se dará énfasis en mejorar directamente, tanto el nivel de vida de la población más pobre del país receptor, como su capacidad para participar en el desarrollo de su país.

C. IN WITNESS WHEREOF, the respective
representatives, duly authorized for the
purpose, have signed the present Agreement.
DONE at Tegucigalpa, in duplicate, this
9 day of June, 1976.

C. EN FE DE LO CUAL, los res-
pectivos representantes, debidamente au-
torizados para el efecto, han suscrito
el presente Convenio. DADO en
Tegucigalpa, en duplicado, este dia 9 de
junio de 1976.

FOR THE GOVERNMENT OF THE UNITED STATES
OF AMERICA:

Robert Lee Shuler [1]

POR EL GOBIERNO DE HONDURAS:

 [2]

¹ Robert Lee Shuler
² Porfirio Zavala Sandoval

JORDAN
Agricultural Commodities

Agreement amending the agreement of October 14, 1975, as amended.

Effectuated by exchange of notes

*Signed at Amman June 23, 1976;
Entered into force June 23, 1976.*

*The American Chargé d'Affaires ad interim to the Jordanian Minister
of Supply*

Note: 150

JUNE 23, 1976

EXCELLENCY.

I have the honor to refer to Title I, Public Law 480 Agricultural Sales Agreement signed by representatives of our two governments on October 14, 1975 as amended on March 4, and April 27, 1976 [^] and to propose that this agreement be further amended as follows:

(A) In Part II – Item I – Commodity Table

Under the appropriate column entitled supply period delete "1976" and insert "1976 plus July 1, through September 30, 1976",

(B) In Part II – Item III – Usual Marketing Table

Under the appropriate column entitled Import Period delete "1976" and insert "1976 plus July 1, through September 30, 1976"; and

(C) In Part II – Item IV Export Limitations, Paragraph A – Insert
after U.S. Fiscal Year 1976 "plus July 1, through September 30, 1976" and in Paragraph C – Insert under the column entitled Period During which such Exports are Permitted – after the words for U.S. Fiscal Year 1976 "plus July 1, through September 30, 1976"

Except as provided above, all other terms and conditions of the October 14, 1975 Title I Agreement, as amended, remain the same.

I have the honor to propose that this note and your Excellency's note in reply concurring therein constitute an agreement between our two governments, effective from the date of your note in reply

¹ TIAS 8197, 8257, 26 UST 2905, *ante*, p. 1465.

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

ROSCOE SUDDARTH

Roscoe Suddarth

Charge d'Affaires, a. i.

His Excellency

SALAH JUM'A

Minister of Supply

Amman

The Jordanian Minister of Supply to the American Ambassador

THE HASHEMITE KINGDOM
OF JORDAN
Ministry of Supply
AMMAN



سُمْ اَللّٰهُ الرَّحْمٰنُ الرَّحِيْمُ

الملكية الاردنية الحashemite

ورارة التمهويين

مسان

Ref. No. _____

الرقم التاريخ

Mr. Thomas R. Pickering, Ambassador

United States of America

Amman, Jordan

Dear Mr. Pickering:

I acknowledge with appreciation the receipt of your Excellency's Note No. 150 dated June 23, 1976 which reads as follows:

"I have the honor to refer to Title I, Public Law 480 Agricultural Sales Agreement signed by representatives of our two governments on October 14, 1975 as amended on March 4, and April 27, 1976, and to propose that this agreement be further amended as follows:

(A) In Part II - Item I - Commodity Table

Under the appropriate column entitled Supply Period delete "1976" and insert "1976 plus July 1, through September 30, 1976";

(B) In Part II - Item III - Usual Marketing Table

Under the appropriate column entitled Import Period delete "1976" and insert "1976 plus July 1, through September 30, 1976"; and

(C) In Part II - Item IV Export Limitations, Paragraph A -

Insert after U.S. Fiscal Year 1976 "plus July 1, through September 30, 1976" and in Paragraph C - Insert under the column entitled Period during which such exports are permitted - after the words for U.S. Fiscal 1976 "plus July 1, through September 30, 1976"

Except as provided above, all other terms and conditions of the October 14, 1975 Title I Agreement, as amended, remain the same.

كتاب رقم ١٢٥٠/١/٣٠١٠٠ [١]

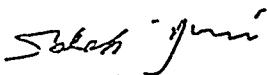
¹ In translation reads. "Note no. 30100/1/1250"

I have the honor to propose that this note and your Excellency's note in reply concurring therein constitute an agreement between our two governments, effective from the date of your note in reply.

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

I have the honor to inform your Excellency that the foregoing is acceptable and reflects correctly the understanding of the Government of the Hashemite Kingdom of Jordan, and that your Excellency's note and this note in reply concurring therein constitute an agreement between our two Governments effective as of this day June 23, 1976.

Accept, Excellency, my highest consideration.



Salah Jum'a
Minister of Supply

كتاب رقم [١] ٢٤٨٦/٤٠٣٧٨

¹ In translation reads: "Note no. 40378/2486"

CANADA

Defense: Use of Facilities at Goose Bay Airport, Newfoundland

*Agreement amending and extending the agreement of June 29,
1973.*

Effectuated by exchange of notes

*Signed at Ottawa June 28 and 29, 1976;
Entered into force July 1, 1976.*

*The American Ambassador to the Canadian Secretary of State
for External Affairs*

No. 137

OTTAWA, June 28, 1976

SIR,

I have the honor to refer to the Agreement between the Governments of the United States and of Canada effected by an Exchange of Notes dated June 29, 1973,[¹] concerning arrangements for the use by the United States of facilities at the Goose Bay Airport, Goose Bay, Newfoundland, and to the conclusion reached by representatives of our two Governments that it would be in our mutual interest to extend the life of the Agreement for a further three-month period after it expires on June 30, 1976.

I therefore have the honor to propose that the Agreement of June 29, 1973, be extended for a period of three months, from July 1, 1976, to September 30, 1976, on the understanding that paragraph 4 (Financing), of the Annex to Ambassador Schmidt's Note No. 124 of June 29, 1973, shall be deleted and replaced by the following provisions:

"4. FINANCING

(a) As a general principle, services and utilities provided by Canada to the United States shall be provided on a cost-recoverable basis in accordance with the terms and provisions contained in implementing arrangements or agreements concluded pursuant to paragraph 8 of this Annex.

(b) Any action required to be taken under this Agreement shall be subject to the availability of appropriated funds."

¹ TIAS 7702; 24 UST 1941.

If the foregoing is acceptable to the Government of Canada, I propose that this Note and your reply to that effect shall constitute an Agreement between our two Governments on this matter, which shall enter into force on July 1, 1976, and remain in effect until September 30, 1976.

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

THOMAS O. ENDERS

The Honorable
ALLAN MACEACHEN, P.C.,
Secretary of State for
External Affairs,
Ottawa.

*The Canadian Secretary of State for External Affairs to
the American Ambassador*

Department of External Affairs



Ministère des Affaires étrangères

Canada

DFR-1775

Excellency,

I have the honour to refer to your Note No. 137 of June 28, 1976, proposing that the Agreement of June 29, 1973, concerning the use by the United States of facilities at the Goose Bay Airport, Goose Bay, Newfoundland, be extended from July 1, 1976, to September 30, 1976, on the understanding that paragraph 4 (Financing) of the Annex to Ambassador Schmidt's Note No. 124 of June 29, 1973, shall be deleted and replaced by the following provisions:

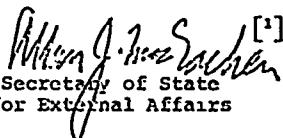
"4 FINANCING

- (a) As a general principle, services and utilities provided by Canada to the United States shall be provided on a cost-recoverable basis in accordance with the terms and provisions contained in implementing arrangements or agreements concluded pursuant to paragraph 8 of this Annex.
- (b) Any action required to be taken under this Agreement shall be subject to the availability of appropriated funds."

I am pleased to inform you that the Government of Canada concurs in the proposals set out in your Note, and agrees

that your Note and this reply, which is authentic in English and French, shall constitute an Agreement between our two Governments which shall enter into force on July 1, 1976, and remain in effect until September 30, 1976.

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


Allan J. MacEachen [1]
Secretary of State
for External Affairs

Ottawa, June 29, 1976.

¹ Allan-J. MacEachen

French Text of the Canadian Note

DFR-1775

Excellence,

J'ai l'honneur de me référer à votre Note n° 137 du 29 juin 1976 proposant la prorogation, du 1^{er} juillet au 30 septembre 1976, de l'accord du 29 juin 1973 concernant l'utilisation par les Etats-Unis d'installations à l'aéroport de Goose Bay, à Terre-Neuve, à la condition que le paragraphe 4 (Financement) de l'Annexe à la Note n° 124 du 29 juin 1973 de l'Ambassadeur Schmidt soit annulée et remplacée par les dispositions suivantes:

"4. FINANCEMENT

- (a) En principe, les frais subis par le Canada relativement aux divers services (y compris les services d'utilité publique) fournis aux Etats-Unis sont à la charge des Etats-Unis, conformément aux modalités et aux dispositions contenues dans les arrangements ou ententes régissant leur application et conclues en vertu du paragraphe 8 de la présente Annexe.
- (b) Toute mesure devant être prise en vertu du présent Accord est subordonnée à l'existence des crédits prévus à cette fin."

J'ai le plaisir de vous informer que le Gouvernement du Canada donne son agrément aux propositions énoncées dans votre Note et accepte que celle-ci, de même que la présente, dont les versions française et anglaise font également foi, constituent un accord qui entrera en vigueur le 1^{er} juillet et le demeurera jusqu'au 30 septembre 1976.

Je vous prie d'agréer, Excellence, les assurances de ma très haute considération.

Allyn J. Betzen
Le Secrétaire d'Etat
aux affaires extérieures

Ottawa, le 29 juin 1976

CANADA
Tracking Station

Agreement extending the agreement of December 20, 1971 and February 23, 1972, as supplemented.

Effectuated by exchange of notes

Signed at Ottawa September 30 and November 26, 1974;

Entered into force November 26, 1974.

*The American Ambassador to the Canadian Secretary of State
for External Affairs*

No 204

OTTAWA, September 30, 1974

SIR:

I have the honor to refer to the agreement between our two governments concerning the establishment and operation of a temporary space tracking facility in support of Project Skylab, as constituted by an exchange of notes done at Ottawa, dated December 20, 1971 and February 23, 1972, and the supplementary arrangement concerning the establishment of an air-sea rescue capability in support of Project Skylab, as constituted by an exchange of notes done at Ottawa, dated March 14, 1973, April 11, 1973 and June 5, 1973.^[1]

My government is planning a cooperative manned space flight effort with the Government of the Union of Soviet Socialist Republics. This program is known as the Apollo/Soyuz Test Project. The United States National Aeronautics and Space Administration is charged with operational responsibility for our portion of the program.

The temporary space tracking facility and the air-sea rescue capability, established pursuant to the arrangement between our two governments in support of Project Skylab, can play an important role in the Apollo/Soyuz Test Project. Accordingly, the Government of the United States wishes to propose that the agreement between our two governments concerning Project Skylab and the supplementary arrangement establishing an air-sea rescue capability be extended until June 30, 1976 and to propose that the agreement for this extension take effect on the date of your reply.

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

WILLIAM J. PORTER

The Honorable

ALLAN J. MACEACHEN, P.C.,

Secretary of State for External Affairs.

¹ TIAS 7281, 7678; 23 UST 122; 24 UST 1743.

*The Canadian Secretary of State for External Affairs to
the American Ambassador*

DEPARTMENT OF EXTERNAL AFFAIRS
MINISTÈRE DES AFFAIRES EXTÉRIEURES
CANADA

No. FLA-681

OTTAWA, November 26, 1974

EXCELLENCY,

I have the honour to acknowledge receipt of your Note No. 204 of September 30, 1974, in which you proposed that the agreement between our two Governments concerning Project Skylab, constituted by the Exchange of Notes of December 20, 1971, and February 23, 1972, and the supplementary arrangement establishing an air-sea rescue capability constituted by the Exchange of Notes of March 14, April 11 and June 5, 1973, should be extended until June 30, 1976, in order to cover support for the Apollo/Soyuz Test Project.

I am pleased to inform you that this proposal meets with the approval of the Canadian authorities. Accordingly, I have the honour to confirm that your Note and this reply, which is equally authentic in English and French, shall constitute an agreement between our two Governments which will take effect on the date of this reply.

I should also like to inform you that in accordance with Article 10 of the Exchange of Notes of December 20, 1971, and February 23, 1972, Canada will very likely wish to use the Newfoundland Pouch Cove site for independent scientific activities prior to the expiry of the extended agreement on June 30, 1976. The Canadian activities can be arranged so as to be mutually agreeable by means of discussions between the National Research Council on behalf of the Canadian Government and, on behalf of the United States Government, the National Aeronautics and Space Administration.

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

ALLAN J. MACEACHEN

*Secretary of State
for External Affairs*

His Excellency

The Honourable WILLIAM J. PORTER,
*Ambassador of the United States of America,
Ottawa.*

*French Text of the Canadian Note*N°. FLA-681

OTTAWA, le 26 novembre 1974

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de votre Note N° 204 du 30 septembre 1974 dans laquelle vous proposez que l'accord entre nos deux Gouvernements concernant le Projet Skylab, constitué par les échanges de Notes des 20 décembre 1971 et 23 février 1972, ainsi que l'arrangement supplémentaire établissant une capacité de sauvetage air-mar, constitué par les échanges de Notes des 14 mars 1973, 11 avril 1973 et 5 juin 1973 soient prolongés jusqu'au 30 juin 1976 en vue d'englober l'appui au Projet d'essai Apollo/Soyuz.

Je suis heureux de vous faire savoir que cette proposition est approuvée par les autorités canadiennes. En conséquence, j'ai l'honneur de confirmer que votre Note et la présente réponse, dont les versions anglaise et française font également foi, constitueront entre nos deux Gouvernements un accord qui entrera en vigueur à la date de la présente réponse.

Je voudrais aussi vous faire savoir qu'aux termes de l'article 10 des échanges de Notes des 20 décembre 1971 et 23 février 1972, il est très probable que le Canada souhaite utiliser l'emplacement de Pouch Cove, à Terre-Neuve, pour des activités scientifiques indépendantes avant que l'accord prolongé n'expire le 30 juin 1976. Les activités canadiennes peuvent être organisées de façon à être mutuellement acceptables au moyen de discussions entre le Conseil national des recherches, agissant au nom du Gouvernement canadien, et la National Aeronautics and Space Administration, agissant au nom du

Gouvernement des Etats-Unis.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances renouvelées de ma très haute considération.

*Le Secrétaire d'Etat
aux Affaires extérieures*

ALLAN J MACEACHEN

Son Excellence l'Honorable WILLIAM J. PORTER

Ambassadeur des Etats-Unis d'Amérique

OTTAWA

CANADA

Lease of Radar Sets

*Agreement signed at Washington November 18, 1975;
Entered into force November 18, 1975.*

LEASE OF THREE RADAR SETS (AN/PPS-15)

BETWEEN

THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF CANADA

This LEASE, made as of the (Date) 18 November 1975, between the United States of America (hereinafter called the "Lessor Government") represented by its Department of the Navy and the GOVERNMENT OF CANADA (hereinafter called the "Lessee Government") represented by the Canadian Forces of the Government of Canada.

WITNESSETH:

WHEREAS, The Secretary of the Navy of the Lessor Government (hereinafter called the "Secretary") has determined that three AN/PPS-15 Radar Sets (hereinafter referred to as the "Defense Articles") are not excess to the needs of the Department of the Navy of the Lessor Government within the meaning of Section 472 of Title 40 of the United States Code, but are not, for the time being, required for public use, and

WHEREAS, The Secretary has determined that it will be in the public interest to lease the Defense Articles to the Lessee Government upon the terms and conditions hereinafter set forth, and

WHEREAS, This lease is made under the authority of Section 2667 of Title 10 of the United States Code (70A Stat. 150)

NOW THEREFORE, The parties do mutually agree as follows.

1. In consideration of the maintenance and other obligations assumed by the Lessee Government, the Lessor Government, hereby leases to the Lessee Government and the Lessee Government hereby leases from the Lessor Government the Defense Articles for the period December 1975 through May 1976 and under the terms and conditions set forth in the General Provisions hereto annexed.

2. The Lessor Government shall deliver the Defense Articles to the Lessee Government at such time and place as may be mutually agreed upon. Such delivery shall be evidenced by a certification of delivery.

IN WITNESS WHEREOF, Each of the parties hereto has executed this lease as of the day and year first above written.

THE GOVERNMENT
OF CANADA

By



J. B. J. ARCHAMBAULT
BRIGADIER-GENERAL
FOR COMMANDER CANADIAN DEFENCE
LIAISON STAFF, WASHINGTON

THE UNITED STATES OF
AMERICA

By



R. J. HANKS
REAR ADMIRAL, U. S. NAVY
DIRECTOR, SECURITY ASSISTANCE DIVISION
OFFICE OF THE CHIEF OF NAVAL OPERATIONS

GENERAL PROVISIONS

(Intergovernmental Lease of Defense Articles)

1. Operations and Use. Except as may be otherwise authorized by the Lessor Government and except during transfer from the United States and return to the place of redelivery, the Lessee Government shall keep the Defense Articles in its own possession, custody, and control.

2. Initial Condition. The Defense Articles are leased to the Lessee Government on an "as is, where is" basis without warranty or representation concerning the condition or state of repair of the Defense Articles or any part thereof and without any agreement by the Lessor Government to alter, improve, adapt or repair the Defense Articles or any part thereof.

3. Conditioning and Transfer Costs. The Lessee Government shall bear the cost of rendering the Defense Articles operable and transferable, and of transferring the Defense Articles from the United States and back to the place of redelivery, except that if this Lease is terminated before expiration by the Lessor Government or by mutual agreement at the request of the Lessor Government, the Lessee Government shall not be required to pay the cost of redelivery.

4. Inspection and Inventory. Immediately prior to the delivery of the Defense Articles to the Lessee Government, an inspection of the physical condition of the Defense Articles and an inventory of all related items shall be made by representatives of the Lessor Government and the Lessee Government. A joint report of their findings shall be made which shall be conclusive evidence as to the physical condition of said Defense Articles and as to such item as of the time of delivery. A similar inspection, inventory and joint report shall be made by the parties upon the termination or expiration of this Lease. The findings of that report shall be conclusive evidence as to the physical condition of the Defense Articles and as to such items as of the date of termination or expiration of this Lease. The Lessee Government shall promptly replace any deficiency in such items shown by the terminal inventory and may remove any excess thereof but in the absence of removal, title to any such excess shall vest in the Lessor Government.

5. Maintenance. The Lessee Government shall maintain the Defense Articles in good order, repair and operable condition and except as provided in paragraph six, shall upon

expiration or termination of this Lease return the Defense Articles in operable condition and in as good condition as when received, normal wear and tear excepted.

6. Risk or Loss. All risk or loss of or damage to the Defense Articles during the term of this Lease and until its return to the place of redelivery, not arising out of enemy action, shall be borne by the Lessee Government. In the event of such loss or damage, the Lessee Government, at the option of the Lessor Government, shall either compensate the Lessor Government therefor or shall rebuild, replace, or repair such loss or damage.

7. Indemnification. The Lessee Government renounces all claims against the Lessor Government, its officers, agents, and employees arising out of or incidental to transfer, possession, use or operation of the Defense Articles and will indemnify and hold harmless the Lessor Government, its officers, agents, and employees for any such claims of third parties.

8. Alterations. The Lessee Government shall not make any substantial alterations or additions to the Defense Articles without prior consent of the Lessor Government. All such alterations or additions shall become the property of the Lessor Government except items which can be readily removed without injury to the Defense Articles and are removed by the Lessee Government prior to redelivery of the Defense Articles. As a condition of its approval of any alteration or addition, the Lessor Government may require the Lessee Government to restore the Defense Articles to its prior condition.

9. Termination. This Lease may be terminated:

- (a) By mutual agreement of the parties;
- (b) By the Lessee Government on 30-days' written notice;
- (c) By the Lessor Government (i) during any national emergency declared by its President or Congress or (ii) upon 30-days' written notice to the Lessee Government.

10. Place of Redelivery. Upon expiration or termination of this Lease, the Defense Articles shall be returned at a place and time to be mutually agreed upon.

11. Title. Title to the Defense Articles shall remain in the Lessor Government. The Lessee Government may, however, place the Defense Articles under its Flag, when appropriate.

12. Reimbursement for Services. The Lessee Government will pay the Lessor Government for any services, spare parts or materials furnished for the Defense Articles by the Lessor Government at the Lessee Government's request in such amounts and at such times as may be mutually agreed upon.

13. Covenant Against Contingent Fees. The Lessee Government warrants that it has not employed any person to solicit or secure this Lease upon any agreement for a commission, percentage, brokerage or contingent fee.

14. Officials Not to Benefit. No Members of or Delegate to Congress of the United States, or Resident Commissioner of the United States, shall be admitted to any share or part of this Lease or to any benefit that may arise therefrom.

15. Inconsistent Terms. In case of any conflict between these General Provisions and any other terms and conditions of this Lease, such other terms and conditions shall control.

MULTILATERAL
**Food and Agriculture Organization: Amendments
to the Constitution**

*Amendments to articles V and VI of the constitution of the Food and
Agriculture Organization.^[1]*

*Adopted by the Eighteenth Session of the FAO Conference, Rome,
November 8–27, 1975;
Effective November 26, 1975.*

^[1]TIAS 1554, 4803, 5229, 5506, 5987, 6421, 6902, 7274, 7836; 60 Stat. 1886, 12 UST 980; 13 UST 2616, 14 UST 2203; 17 UST 457, 18 UST 3273; 21 UST 1464; 23 UST 74, 25 UST 928.

AMENDMENTS TO THE FAO CONSTITUTION ADOPTED BY THE
CONFERENCE OF THE ORGANIZATION AT ITS EIGHTEENTH SESSION
(ROME, 8 - 27 NOVEMBER 1975)

Article V

Council of the Organization

6. In the performance of its functions, the Council shall be assisted by a Programme Committee, a Finance Committee, a Committee on Constitutional and Legal Matters, a Committee on Commodity Problems, a Committee on Fisheries, a Committee on Forestry, a Committee on Agriculture and a Committee on World Food Security. These Committees shall report to the Council and their composition and terms of reference shall be governed by rules adopted by the Conference.

Article VI

Commissions, committees, conferences, working parties and consultations

3. The Conference, the Council, or the Director-General on the authority of the Conference or Council shall determine the terms of reference and reporting procedures, as appropriate, of commissions, committees and working parties established by the Conference, the Council, or the Director-General as the case may be. Such commissions and committees may adopt their own rules of procedure and amendments thereto, which shall come into force upon approval by the Director-General. The terms of reference and reporting procedures of joint commissions, committees and working parties established in conjunction with other inter-governmental organizations shall be determined in consultation with the other organizations concerned.

CERTIFIED TRUE COPY


J.P. Dobbert
Acting Legal Counsel
Date: 1 April 1976

AMENDEMENTS A L'ACTE CONSTITUTIF DE LA FAO, ADOPTES PAR LA CONFÉRENCE
DE L'ORGANISATION A SA DIX-HUITIÈME SESSION
(ROME, 8 - 27 NOVEMBRE 1975)

Article V

Conseil de l'Organisation

6. Dans l'exécution de ses fonctions, le Conseil est assisté d'un Comité du programme, d'un Comité financier, d'un Comité des questions constitutionnelles et juridiques, d'un Comité des produits, d'un Comité des pêches, d'un Comité des forêts, d'un Comité de l'agriculture et d'un Comité de la sécurité alimentaire mondiale. Leur composition et leur mandat sont déterminés par des règles adoptées par la Conférence.

Article VI

Commissions, comités, conférences, groupes de travail et consultations

3. La Conférence, le Conseil ou, dans le cadre d'une autorisation de la Conférence ou du Conseil, le Directeur général, déterminent dans chaque cas le mandat des commissions, comités et groupes de travail créés par la Conférence, le Conseil ou le Directeur général suivant le cas, ainsi que les modalités selon lesquelles ils font rapport. Les commissions et comités peuvent adopter leur propre règlement intérieur et des amendements à ce dernier, qui entrent en vigueur lorsqu'ils ont été approuvés par le Directeur général. Le mandat des commissions, comités et groupes de travail mixtes, établis conjointement avec d'autres organisations inter-gouvernementales, ainsi que les modalités selon lesquelles ils font rapport sont déterminés de concert avec les autres organisations intéressées.

CERTIFIED TRUE COPY


J.P. Bobbert
Acting Legal Counsel

Date: 1 April 1976

ENMIENDAS A LA CONSTITUCIÓN DE LA FAO APROBADAS POR LA CONFERENCIA DE
LA ORGANIZACIÓN, EN SU 18º PERÍODO DE SESIONES (ROMA, 8-27 DE NOVIEMBRE 1975)

Artículo V

Consejo de la Organización

6. En el desempeño de sus funciones, el Consejo será ayudado por un Comité del Programa, un Comité de Finanzas, un Comité de Asuntos Constitucionales y Jurídicos, un Comité de Problemas de Productos Básicos, un Comité de Pesca, un Comité de Montes, un Comité de Agricultura y un Comité de Seguridad Alimentaria Mundial. Todos estos Comités deberán informar de sus actuaciones al Consejo y su composición y atribuciones se regirán por las normas aprobadas por la Conferencia.

Artículo VI

Comisiones, comités, conferencias, grupos de trabajo y consultas

3. La Conferencia, el Consejo o el Director General, mediante autorización de la Conferencia o el Consejo, según el caso, fijarán las atribuciones de las comisiones, comités y grupos de trabajo establecidos por la Conferencia, el Consejo o el Director General, según proceda, e indicarán la manera de presentar sus informes. Esas comisiones y Comités podrán formular sus respectivos reglamentos y reformas a los mismos, los cuales entrarán en vigor una vez aprobados por el Director General. Las atribuciones y la manera de presentar los informes de las comisiones, comités y grupos de trabajo mixtos, creados juntamente con otras organizaciones intergubernamentales, serán fijadas de acuerdo con las otras organizaciones interesadas.

CERTIFIED TRUE COPY

J.P. Dobbert
Acting Legal Counsel

Date: 1 April 1976

تعديلات أدخلت على دستور منظمة الأغذية والزراعة
وأقرها مؤتمر المنظمة في دورته الثامنة عشرة

(روما ٨ - ٢٧ نوفمبر ١٩٧٥)

المادة الخامسة

محلن المنظمة

٦- تعانى محلن فى الاصطلاح بوظائفه لجنة للبرامح ولجنة للمالية ولجنة للشئون الدستورية والقانونية ولجنة لمشكلات السلم ولجنة لعصابات الأسماك ولجنة للغابات ولجنة للزراعة ولجنة للأمن الغذائي العالمى . وترفع هذه اللجان تقاريرها للمحلن ، ويصحى تكييفها واحتضاناتها للقواعد التي يقررها المؤتمر .

المادة السادسة

الحالين واللجان والمعتمرات وجماعات العمل والمخاولات

٢- يحدد المؤتمر ، أو المحلن ، أو المدير العام بتفويض من المؤتمر أو المحلن . حسما تتطلب كل حالة - الاختصاصات والاجراءات المتعلقة برفع تقارير الحالين واللجان وجماعات العمل المشكلة من المؤتمر أو المحلن أو المدير العام وفقاً للحالة . ويجوز لهذه الحالين واللجان أن تقر لاختتها الداخلية وأن تدخل عليها التعديلات ، ولكنها لا تصبح مارية إلا بعد موافقة المدير العام . أما بالنسبة للاختصاصات ، واجراءات رفع تقارير الحالين واللجان وجماعات العمل المشتركة التي تعاقدت بالاشتراك مع المنظمات الدولية الحكومية الأخرى ، فتحدد بالتشاور مع المنظمات المعنية الأخرى .

Certified True Copy

S. Afifi
Senior Reviser (Arabic)

Date: ١ April 1976

DOMINICAN REPUBLIC
Finance: Health Sector Loan

*Agreement signed at Santo Domingo October 1, 1975;
Entered into force October 1, 1975.*

A.I.D. Loan No. 517-U-028
Project No. AID/DLC/P2089

LOAN AGREEMENT
Between
THE GOVERNMENT OF THE DOMINICAN REPUBLIC
and the
UNITED STATES OF AMERICA
for
HEALTH SECTOR LOAN

Dated: October 1, 1975

ALLIANCE FOR PROGRESSLOAN AGREEMENT

Dominican Republic - Health Sector Loan

A.I.D. Loan Number 517-U-028

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LOAN AGREEMENT DATED October 1, 1975 between the GOVERNMENT OF THE DOMINICAN REPUBLIC ("Borrower") and the UNITED STATES OF AMERICA, acting through the Agency for International Development ("A.I.D.").

ARTICLE I

The Loan

SECTION 1.01. The Loan. A.I.D. agrees to lend to the Borrower in furtherance of the Alliance for Progress and pursuant to the Foreign Assistance Act of 1961, as amended, [1] an amount not to exceed four million eight hundred thousand United States dollars (\$4,800,000) ("Loan") to assist the Borrower in carrying out the Program referred to in Section 1.02 ("Program"). The Loan shall be used exclusively to finance United States dollar costs of goods and services required for the Program ("Dollar Costs") and local currency costs of goods and services required for the Program ("Local Currency Costs"). The aggregate amount of disbursement under the Loan is hereby referred to as "Principal".

SECTION 1.02. The Program. The Loan shall be used by the Borrower to assist in financing a Health Sector Program designed to (1) establish a low-cost health delivery system for the 1.8 million rural and urban poor not served by the existing public health system; (2) develop a nutrition

¹75 Stat. 424, 22 U.S.C. § 2151 note. [Footnote added by the Department of State.]

improvement program; and (3) carry out management reforms in the Secretariat of State for Health and Social Assistance.

The Program consists of the following Elements and Activities:

1. The Low-Cost Health Delivery System Element will assist in the establishment of a low-cost health delivery system to provide the approximately 1.8 million economically disadvantaged persons who reside in rural and urban areas of the Dominican Republic and who do not have access to the existing public health system, with basic health services, and for the collection of demographic and morbidity data.
2. The Nutrition Element is designed to improve the nutritional status of the country.
3. The Institutional Development of the Secretariat of Health and Social Assistance Element will assist in improving the management practices of the Secretariat of Health in order to increase the effectiveness of its public health care system and to fulfill its policy and planning role.

The Program, including its Elements and Activities, is more fully described in Annex I, attached hereto, incorporated

herein by reference, which Annex may be modified, consistent with the foregoing, by agreement in writing of the representatives of Borrower and A.I.D. designated under Section 9.02 hereof. The goods and services to be financed under the loan shall be listed in the implementation letters referred to in Section 9.03 ("Implementation Letters") hereof.

SECTION 1.03. Executing and Implementing Agencies. The Borrower hereby designates the Secretariat of State for Health and Social Assistance ("SESPAS") as the executing agency for purposes of carrying out the overall Program. The individual implementing agencies shall be the following: The National Malaria Eradication Service ("SNEM"); the Office of Nutrition Coordination ("ONC") of the Secretariat of State for Agriculture ("SEA"), and SESPAS. These agencies shall carry out the various Elements and Activities of the Program, as is more fully described in Annex I. Nothing herein shall be deemed to prohibit the Borrower from assigning an activity presently vested in a particular implementing agency pursuant to the provision of Annex I to another implementing agency or suitable entity; provided, however, that such a transfer of activities shall have the prior written consent of A.I.D.

SECTION 1.04. Use of Funds Generated by Other United States Assistance. The Borrower shall use for the Program,

in lieu of any United States dollars that would otherwise be disbursed under the Loan to finance the Local Currency Costs of the Program, any currencies other than United States dollars that may become available to the Borrower after the date of this Agreement in connection with assistance (other than the Loan) provided by the United States of America to the Borrower to the extent and for the purposes that A.I.D. and the Borrower may agree in writing. Any such funds used for the Program shall reduce the amount of the Loan, (to the extent that it shall not then have been disbursed) by an equivalent amount of United States dollars computed, as of the date of the agreement between A.I.D. and the Borrower as to the use of such funds, at the rate of exchange in effect on the date on which the pesos become available.

ARTICLE II

Loan Terms

SECTION 2.01. Interest. The Borrower shall pay to A.I.D. interest which shall accrue at the rate of two percent (2%) per annum for ten years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance shall accrue from the date of each respective

disbursement (as such date is defined in Section 7.04), and shall be computed on the basis of a 365-day year. Interest shall be payable semi-annually. The first payment of interest shall be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

SECTION 2.02. Repayment. The Borrower shall repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement hereunder in sixty-one (61) approximately equal semi-annual installments of Principal and interest. The first installment of Principal shall be payable nine and one-half (9 1/2) years after the date on which the first interest payment is due in accordance with Section 2.01 hereof. A.I.D. shall provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.03. Application, Currency, and Place of Payment. All payments of interest and Principal hereunder shall be made in United States dollars and shall be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, all such payments shall be made to the Agency for International

Development, Washington, D.C. 20523, U.S.A., Attention:
Cashier, SA 12, and shall be deemed made when received by
the Office of the Cashier.

SECTION 2.04. Prepayment. Upon payment of all interest,
Principal and refunds then due, the Borrower may prepay,
without any other charges, all or any part of the Principal.
Any such prepayment shall be applied to the installments of
Principal in the inverse order of their maturity.

SECTION 2.05. Renegotiation of the Terms of the Loan.
In the light of the undertakings of the United States of
America, and the other signatories of the Act of Bogota^[1] and
the Charter of Punta del Este^[2] to forge an Alliance for
Progress, the Borrower agrees to negotiate with A.I.D., at
such time or times as A.I.D. may request, an acceleration of
the repayment of the Loan in the event that there is any
significant improvement in the internal and external economic
and financial position and prospects of the Dominican Republic
and of the other signatories of the Act of Bogota and the
Charter of Punta del Este.

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Initial Disbursement

Prior to the first disbursement or to the issuance of the

¹ Department of State Bulletin, Oct. 3, 1960, p. 537.

² Department of State Bulletin, Sept. 11, 1961, p. 462. [Footnotes added by the
Department of State.]

first Letter of Commitment under the Loan, the Borrower shall furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of the Legal Advisor to the Borrower, or of other counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Borrower, and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms;

(b) A statement of the names of the persons holding or acting in the office of the Borrower specified in Section 9.02, and a specimen signature of each person specified in such statement appropriately certified as to their authenticity; and

(c) Evidence of the Appointment of a Loan Coordinator.

SECTION 3.02. Conditions Precedent to Disbursements for the Basic Health Services Program.

(a) Prior to any disbursement or the issuance of any commitment document under the Loan for the purpose of financing the Basic Health Services Program ("SBS"), Borrower shall submit to A.I.D. in form and substance satisfactory to A.I.D..

- (1) a Presidential decree authorizing SDEM to provide health services other than malaria eradication;
- (2) a plan for the reorganization of SDEM setting forth inter alia:
 - (a) the general administrative organization of the SBS and the malaria eradication functions of SDEM; and
 - (b) arrangements for coordinating SBS activities with SESPAS;
- (3) evidence of:
 - (a) the appointment of a Medical Director for the SBS; and
 - (b) the appointment of a registered nurse to the position of Nurse Supervisor for Region IV;
- (4) a time-phased plan setting forth the implementation of the SBS in Region IV during the first 12 months of the Program, to include the communities selected for participation in the Program;
- (5) a Manual of Diagnosis and Treatment to be used by the auxiliary nurses;

•

- (6) the arrangements between SDEM and the Robert Reid Cabral Hospital for implementing the SBS in the suburbs of Santo Domingo; and
- (7) the arrangements between SDEM and an appropriate nutrition recuperation center for providing nutrition recuperation training to Program personnel in Region IV.

(b) Prior to any disbursement or the issuance of any commitment document under the Loan subsequent to January 1, 1976, for the purpose of financing the SBS in each of Health Regions I, II, III and V, except as A.I.D. may otherwise agree in writing, Borrower shall submit to A.I.D. a time-phased plan setting forth in form and substance satisfactory to A.I.D.:

- (1) the implementation of the SBS in each such Health Region; and
- (2) the establishment of the nutrition recuperation centers in each such Health Region.

SECTION 3.03. Conditions Precedent to Disbursements for the Nutrition Element.

(a) Prior to any disbursement or the issuance of any commitment document under the Loan for the purpose of financing the Nutrition Element, Borrower shall submit to A.I.D. in form and substance satisfactory to A.I.D..

- (1) an administrative decree establishing a separate office of nutrition coordination within the Secretariat of State for Agriculture;
- (2) evidence of the appointment of a Director of said office of nutrition coordination; and
- (3) a scope of work for the foreign advisory assistance needed by said office of nutrition coordination during its initial operations.

(b) Prior to any disbursement or the issuance of any commitment document under the Loan for the purpose of financing each of the following activities of the Nutrition Element, except as A.I.D. may otherwise agree in writing, Borrower shall submit to A.I.D. in form and substance satisfactory to

A.I.D.:

- (1) Regarding the National Nutrition Education Awareness Program:
 - (a) a time-phased plan setting forth the implementation of the mass media education and promotion campaign, which plan shall include the estimated costs of such campaign, and the linkages with the SBS at the health promoter level;

- (b) the personnel categories selected for high-level training; and
 - (c) a time-phased plan setting forth the implementation of the first nutrition seminars, which plan shall include the topics to be discussed and participants;
- (2) Regarding the Rural Recuperation Feeding Program: a time-phased plan setting forth the establishment and staffing of a demonstration nutritional recuperation center in each of Health Regions I, II, III and V; and
- (3) Regarding the Development of a Food Supplement Program: the scope of work for the Food Supplement Study.

SECTION 3.04. Conditions Precedent to Disbursement for the SESPAS-Institutional Development Element. Prior to any disbursement or the issuance of any commitment document under the Loan for the purpose of financing the SESPAS-Institutional Development Element, Borrower shall submit to A.I.D. in form and substance satisfactory to A.I.D.:

- (a) an administrative decree establishing a Technical Office for Administrative Reform ("TOAR") within SESPAS;

- (b) evidence of the appointment of a director of the TOAR;
- (c) a time-phased work plan setting forth those administrative reform activities to be undertaken under the program during the first 12 months of operations;
- (d) the scope of work for the foreign consulting organization to assist the director of the TOAR; and
- (e) an administrative decree establishing the Loan Administration Office within the Planning, Programming and Evaluation Division of SESPAS.

SECTION 3.05. Terminal Dates for Meeting Conditions Precedent to Disbursement.

- (a) If all of the conditions specified in Section 3.01 shall not have been met within 120 days from the date of this Agreement, or by such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this agreement by giving written notice to the Borrower. Upon the giving of such notice, this Agreement and all obligations of the parties hereunder shall terminate.
- (b) If all of the conditions specified in Sections 3.02 (a), 3.03 (a) and 3.04 shall not have been met within 180 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may

cancel the then undisbursed balance of the amount of the Loan designated for use in the Loan Element (or Activity) or Elements (or Activities) for which conditions precedent were not met or may terminate this Agreement by giving written notice to the Borrower. In the event of a termination of this Agreement, upon the giving of notice, the Borrower shall immediately repay the Principal then outstanding and shall pay any accrued interest and, upon receipt of such payments in full, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 3.06. Notification of Meeting of Conditions Precedent to Disbursement. A.I.D. shall notify the Borrower upon determination by A.I.D. that the conditions precedent to disbursement specified in Sections 3.01 through 3.04 have been met.

ARTICLE IV

General Covenants and Warranties

SECTION 4.01. Execution of the Program.

(a) The Borrower shall carry out the Program with due diligence and efficiency, and in conformity with sound engineering, construction, financial, administrative, planning and management practices. In this regard, Borrower shall at all times employ suitably qualified and experienced consultants and other personnel for the Program.

(b) The Borrower shall cause the Program to be carried out in conformity with all of the plans, documents, specifications, contracts, schedules, statements, and other arrangements, and with all modifications therein, approved by A.I.D. pursuant to this Agreement.

SECTION 4.02. Funds and Other Resources to be Provided by Borrower. The Borrower shall provide promptly as needed all funds, in addition to the Loan, and all other resources required for the punctual and effective carrying out of the Program, including but not limited to the contribution stated in Section 5.01 hereof.

SECTION 4.03. Continuing Consultation. The Borrower and A.I.D. shall cooperate fully to assure that the purpose of the Loan will be accomplished. To this end, the Borrower and A.I.D. shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Program, the performance by the Borrower and the Executing and Implementing Agencies of their obligations under this Agreement, the performance of the consultants, contractors, and suppliers engaged in the Program, and other matters relating to the Program.

SECTION 4.04. Management. The Borrower shall provide or cause to be provided qualified and experienced management

acceptable to A.I.D., for the Program, as may be appropriate for the maintenance and operation of the Program.

SECTION 4.05. Taxation. This Agreement, the Loan, and evidence of indebtedness issued in connection herewith shall be free from, and the Principal and interest shall be paid without deduction for and free from, any taxation or fees imposed under the laws in effect within the Dominican Republic. Ratification of this Agreement by the Congress of the Dominican Republic shall constitute Congressional Approval and Authorization for the inclusion of such exemptions in such contracts to be financed hereunder, and no further Congressional approval or authorization for such contracts by reason of the inclusion of such exemptions shall be required. Nonetheless and to the extent that (a) any contractor, including any consulting firm, any personnel of such contractor financed hereunder, and any property or transactions relating to such contracts and (b) any commodity procurement transaction financed hereunder, are not exempt from identifiable taxes, tariffs, duties, and other levies imposed under laws in effect in the Dominican Republic, the Borrower shall, as and to the extent prescribed in and pursuant to Implementation Letters, pay or reimburse the same under Section 4.02 of this Agreement with funds other than those provided under the Loan.

SECTION 4.06. Utilization of Goods and Services

(a) Goods and services financed under the Loan shall be used exclusively for the Program, except as Borrower and A.I.D. may otherwise agree in writing. Upon completion of the Program, or at such other time as goods financed under the Loan can no longer usefully be employed for the Program, Borrower may use or dispose of such goods in such a manner as A.I.D. may agree to in writing prior to such use or disposition.

(b) Except as A.I.D. may otherwise agree in writing, no goods or services financed under the Loan shall be used to promote or assist any foreign aid project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such use.

SECTION 4.07. Disclosure of Material Facts and Circumstances. The Borrower represents and warrants that all facts and circumstances that it has disclosed or caused to be disclosed to A.I.D. in the course of obtaining the Loan are accurate and complete, and that it has disclosed or caused to be disclosed to A.I.D., accurately and completely, all facts and circumstances that might materially affect the

Program and the discharge of its obligations under this Agreement. The Borrower shall promptly inform A.I.D. of any facts and circumstances that may hereafter arise that might materially affect, or that it is reasonable to believe might materially affect, the Program or the discharge of the Borrower's obligations under this Agreement.

SECTION 4.08. Commissions, Fees, and Other Payments.

(a) Borrower warrants and covenants that in connection with obtaining the Loan, or taking any action under or with respect to this Agreement, it has not paid, and will not pay or agree to pay, nor to the best of its knowledge has there been paid nor will there be paid or agreed to be paid by any other person or entity, commissions, fees, or other payments or any kind, except as regular compensation to the Borrower's full-time officers and employees or as compensation for bona fide professional, technical, or comparable services. The Borrower shall promptly report to A.I.D. any payment or agreement to pay for such bona fide professional, technical, or comparable services to which it is a party or of which it has knowledge (indicating whether such payment has been made or is to be made on a contingent basis), and if the amount of any such payment is deemed unreasonable by A.I.D., the same shall be adjusted in a manner satisfactory to A.I.D.

(b) The Borrower warrants and covenants that no payments have been or will be received by the Borrower, or any official of the Borrower, in connection with the procurement of goods and services financed hereunder, except fees, taxes, or similar payments legally established in the Dominican Republic.

SECTION 4.09. Maintenance and Audit of Records. The Borrower shall maintain, or cause to be maintained, by the Executing and Implementing Agencies, in accordance with sound accounting principles and practices consistently applied, books and records relating both to the Program and to this Agreement. Such books and records shall, without limitation, be adequate to show:

- (a) Disbursement of Borrower's and A.I.D.'s contribution to the Special Segregated Program Account ("SSPA") to be established as set forth in the Implementation Letters;
- (b) Disbursements made from the SSPA to SESPAS and the Implementing Agencies;
- (c) The receipt and use made by SESPAS and the Implementing Agencies of funds disbursed pursuant to this Agreement.

- (d) The receipt and use made of goods and services acquired with funds disbursed pursuant to this Agreement;
- (e) The nature and extent of solicitations of prospective suppliers of goods and services acquired;
- (f) The basis of the award of contracts and orders to successful bidders; and
- (g) the progress of the Program.

Such books and records shall be regularly audited, in accordance with sound auditing standards, for such period and at such intervals as A.I.D. may require, and shall be maintained for five years after the date of the last disbursement by A.I.D. or until all sums due A.I.D. under this Agreement have been paid, whichever date shall first occur.

SECTION 4.10. Reports. The Borrower shall furnish or cause to be furnished to A.I.D. such information and reports relating to the Loan and to the Program as A.I.D. may request.

SECTION 4.11. Inspections. The authorized representatives of A.I.D. shall have the right at all reasonable times to inspect the Program, the utilization of all goods, facilities and services financed under the Loan or by Borrower's contributions, and the books, records, and other documents of the Borrower and of the Executing and Implementing Agencies

relating to the Program and the Loan. The Borrower shall cooperate with A.I.D. to facilitate such inspections and shall permit representatives of A.I.D. to visit any part of the country of the Borrower for any purposes relating to the Loan.

SECTION 4.12. Operations and Maintenance. The Borrower shall operate, maintain and repair the facilities constructed under the Program in conformity with sound engineering, financial and administrative practices and in such manner as to insure the continuing and successful achievement of the purposes of the Loan.

ARTICLE V

Special Covenants and Warranties

SECTION 5.01. Borrower's Contribution to the Program
The Borrower shall contribute in a manner satisfactory to A.I.D. not less than \$6,919,000, or such an amount as may be acceptable to A.I.D.

ARTICLE VI

Procurement

SECTION 6.01. Procurement from Selected Free World Countries. Except as A.I.D. may otherwise agree in writing, and except as provided in subsection 6.08(c) with respect to

marine insurance, disbursements made pursuant to Section 7.01 shall be used exclusively to finance the procurement for the Program of goods and services having their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts are entered into for such goods and services. Goods and services procured pursuant to this Section shall be referred to as "Selected Free World Goods" and "Selected Free World Services" respectively. All ocean shipping financed under the loan shall have both its source and origin in countries included in Code 941 of the A.I.D. Geographic Code book as in effect at the time of shipment. Notwithstanding any other provisions herein, motor vehicles to be procured with loan funds must be manufactured in the United States.

SECTION 6.02. Procurement from the Dominican Republic.

Disbursements made pursuant to Section 7.02 shall be used exclusively to finance the procurement for the Program of goods and services having both their source and origin in the Dominican Republic.

SECTION 6.03. Eligibility Date. Except as A.I.D. may otherwise agree in writing, no goods or services may be

financed under the Loan which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement.

SECTION 6.04. Goods and Services Not Financed Under Loan. Goods and services procured for the Program but not financed under the Loan, shall have their source and origin in countries included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time orders are placed for such goods and services.

SECTION 6.05. Implementation of Procurement Requirements. The definitions applicable to the eligibility requirements of Sections 6.01, 6.02, and 6.04 will be set forth in detail in Implementation Letters.

SECTION 6.06. Plans, Specifications, and Contracts.
(a) Except as A.I.D. may otherwise agree in writing, the Borrower shall furnish to A.I.D. promptly upon preparation, all plans, specifications, construction schedules, bid documents, and contracts relating to the Program and any modifications therein, whether or not the goods and services to which they relate are financed under the Loan.

(b) Except as A.I.D. may otherwise agree in writing, all of the plans, specifications, and construction schedules furnished pursuant to subsection (a) above shall be approved by A.I.D. in writing.

(c) All bid documents and documents related to the solicitation of proposals relating to goods and services financed under the Loan shall be approved by A.I.D. in writing prior to their issuance. All plans, specifications, and other documents relating to goods and services financed under the Loan shall be in terms of United States standards and measurements, except as A.I.D. may otherwise agree in writing.

(d) The following contracts financed under the Loan shall be approved by A.I.D. in writing prior to their execution:

- .(i) contracts for engineering and other professional services,
- (ii) contracts for construction services,
- (iii) contracts for such other services as A.I.D. may specify, and
- (iv) contracts for such equipment and materials as A.I.D. may specify

In the case of any of the above contracts for services, A.I.D. shall also approve in writing the contractor and such contractor personnel as A.I.D. may specify. Material modifications in any of such contracts and changes in any of such personnel shall also be approved by A.I.D. in writing prior to their becoming effective.

(e) Consulting firms used by the Borrower for the Program but not financed under the Loan, the scope of their services and such of their personnel assigned to the Program as A.I.D. may specify, and construction contractors used by the Borrower for the Program but not financed under the Loan shall be acceptable to A.I.D., except as A.I.D. may otherwise agree in writing.

(f) A.I.D. reserves the right to approve all personnel employed by contract or otherwise to render technical assistance under the Program, which personnel is financed with A.I.D. loan funds.

SECTION 6.07 Reasonable Price. No more than reasonable prices shall be paid for any goods or services financed, in whole or in part, under the Loan, as more fully described in Implementation Letters. Such items shall be procured on a fair and, except for professional services, on a competitive basis in accordance with procedures therefor prescribed in Implementation Letters.

SECTION 6.08. Shipping and Insurance.

(a) Selected Free World Goods financed under the Loan shall be transported to the Dominican Republic only on flag carriers of any country included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of shipment.

No such goods may be transported on any ocean vessel (or aircraft (i) which A.I.D., in a notice to the Borrower, has designated as ineligible to carry A.I.D.-financed goods, or (ii) which has been chartered for the carriage of A.I.D.-financed goods unless such charter has been approved by A.I.D.

(b) Unless A.I.D. shall determine that privately-owned United States-flag commercial vessels are not available at fair and reasonable rate for such vessels, (i) at least fifty percent (50%) of the gross tonnage of all goods (computed separately for dry bulk carriers, dry cargo liners and tankers) financed under the Loan which may be transported on ocean vessels shall be transported on privately-owned United States-flag commercial vessels, and (ii) at least fifty percent (50%) of the gross freight revenue generated by all shipments financed under the Loan and transported to the Dominican Republic on dry cargo liners shall be paid to or for the benefit of privately-owned United States-flag commercial vessels. Compliance with the requirements of (i) and (ii) above must be achieved with respect to both cargo transported from U.S. ports and cargo transported from non-U.S. ports, computed separately

(c) Marine insurance on Selected Free World Goods may be financed under the Loan with disbursements made pursuant to Section 7.01, provided (i) such insurance is placed at the lowest available competitive rate in the Dominican Republic or in a country included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time of placement, and (ii) claims thereunder are payable in currency in which such goods were financed or in freely convertible currency. If the Government of the Dominican Republic, by statute, decree, rule, regulation, or practice discriminates with respect to A.I.D.-financed procurement against any marine insurance company authorized to do business in any State of the United States, then all goods shipped to the cooperating country financed under the Loan shall be insured against marine risks and such insurance shall be placed in the United States with a company or companies authorized to do a marine insurance business in a State of the United States.

(d) The Borrower shall insure, or cause to be insured, all Selected Free World Goods financed under the Loan against risks incident to their transit to the point of their use in the Program. Such insurance shall be issued upon terms and conditions consistent with sound commercial practice and

shall insure the full value of the goods. Any indemnification received by the Borrower under such insurance shall be used to replace or repair any material damage or any loss of the goods insured or shall be used to reimburse the Borrower for the replacement or repair of such goods. Any such replacements shall have their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts are entered into for such replacements, and shall be otherwise subject to the provisions of this Agreement.

SECTION 6.09. Notification to Potential Suppliers. In order that all United States firms shall have the opportunity to participate in furnishing goods and services to be financed under the Loan, the Borrower shall furnish to A.I.D. such information with regard thereto, and at such times, as A.I.D. may request in Implementation Letters.

SECTION 6.10. Information and Marking. Borrower shall give publicity to the Loan and the Program as a program of United States aid in furtherance of the Alliance for Progress, identify the Program site, and mark goods financed under the Loan, as prescribed in Implementation Letters.

SECTION 6.11. United States Government-owned Excess

Property. The Borrower shall utilize, with respect to goods financed under the Loan to which the Borrower takes title at the time of procurement, such reconditioned United States Government-owned Excess Property as may be consistent with the requirements of the Project and as may be available within a reasonable period of time. The Borrower shall seek assistance from A.I.D., and A.I.D. will assist the Borrower in ascertaining the availability of and in obtaining such Excess Property. A.I.D. will make arrangements for any necessary inspection of such property by the Borrower or its representative. The costs of inspection and/or acquisition, and all charges incident to the transfer to the Borrower of such Excess Property, may be financed under the Loan. Prior to the procurement of any goods, other than Excess Property, financed under the Loan and after having sought such A.I.D. assistance, the Borrower shall indicate to A.I.D. in writing, on the basis of information then available to it, either that such goods cannot be made available from reconditioned United States Government-owned Excess Property on a timely basis or that the goods that can be made available are not technically suitable for use in the Project.

SECTION 6.12. Employment of Non-Selected Free World

Nationals under Construction Contracts. The employment of personnel to perform services under any construction contract financed under the Loan shall be subject to certain requirements with respect to nationals of countries other than the Dominican Republic and countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time the construction contract is entered into. These requirements are prescribed in Implementation Letters.

ARTICLE VII

Disbursements

SECTION 7.01. Disbursement for United States Dollar

Costs - Letters of Commitment to United States Banks. Upon satisfaction of conditions precedent, the Borrower may, from time to time, request A.I.D. to issue Letters of Commitment for specified amounts to one or more United States banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, through the use of Letters of Credit or otherwise, for Dollar Costs of goods and services procured for the Program in accordance with the terms and conditions of this Agreement. Payment by a bank to a contractor or supplier will be made by the bank upon presentation of such supporting

documentation as A.I.D. may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Credit shall be for the account of the Borrower and may be financed under the Loan.

SECTION 7.02. Disbursement for Local Currency Costs.

Upon satisfaction of conditions precedent, the Borrower may, from time to time, request disbursement by A.I.D. of local currency for Local Currency Costs of goods and services procured for the Program in accordance with the terms and conditions of this Agreement by submitting to A.I.D. such supporting documentation as A.I.D. may prescribe in Implementation Letters. A.I.D. shall make such disbursements from local currency of the Borrower owned by the U.S. Government and obtained by A.I.D. with United States dollars. The United States dollar equivalent of the local currency made available hereunder will be the amount of United States dollars required by A.I.D. to obtain the currency of the country of the Borrower

SECTION 7.03. Other Forms of Disbursement. Disbursements of the Loan may also be made through such other means as the Borrower and A.I.D. may agree to in writing..

SECTION 7.04. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur, (a) in the case of disbursements pursuant to Section 7.01, on the date on which A.I.D. makes a disbursement to the Borrower, to its designee, or to a banking institution pursuant to a Letter of Commitment, and (b) in the case of disbursements pursuant to Section 7.02, on the date on which A.I.D. disburses the local currency to the Borrower or its designee.

SECTION 7.05. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no Letter of Commitment, disbursement authorization, or other commitment documents which may be called for by another form of disbursement under Section 7.03, or amendment thereto shall be issued in response to requests received by A.I.D. after 30 months from the date of this Agreement, and no disbursement shall be made against documentation received by A.I.D. or any bank described in Section 7.01 later than 36 months from the date of this Agreement. A.I.D., at its option, may at any time or times after 36 months from the date of this Agreement, reduce the Loan by all or any part thereof for which documentation was not received by such date.

ARTICLE VIII

Cancellation and Suspension

SECTION 8.01. Cancellation by the Borrower The Borrower may, with the prior written consent of A.I.D., by written notice to A.I.D., cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse, or (ii) which has not then been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit.

SECTION 8.02. Events of Default, Acceleration. If any one or more of the following events ("Events of Default") shall occur.

- (a) The Borrower shall have failed to pay when due any interest or installment of Principal required under this Agreement;
- (b) The Borrower shall have failed to comply with any other provision of this Agreement, including, but without limitation, the obligation to carry out the Program with due diligence and efficiency in the manner hereby agreed upon;
- (c) The Borrower shall have failed to pay when due any interest or any installment of Principal or

any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Borrower or any of its agencies and A.I.D., or any of its predecessor agencies, then A.I.D. may, at its option, give to the Borrower notice that all or any part of the unpaid Principal shall be due and payable sixty (60) days thereafter, and, unless the Event of Default is cured within such sixty (60) days;

- (i) such unpaid Principal and any accrued interest hereunder shall be due and payable immediately; and
- (ii) the amount of any further disbursements made under then outstanding irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

SECTION 8.03. Suspension of Disbursement. In the event that at any time:

- (a) An Event of Default has occurred;
- (b) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purpose of the Loan will be attained or that the Borrower will be able to perform its obligations under this Agreement; or

(c) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.,

(d) The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Borrower or any of its agencies and the Government of the United States or any of its agencies, then A.I.D. may, at its option:

- (i) suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit, in which event A.I.D. shall give notice to the Borrower promptly thereafter;
- (ii) decline to make disbursements other than under outstanding commitment documents;
- (iii) decline to issue additional commitment documents;
- (iv) at A.I.D.'s expense, direct that title to goods financed under the Loan shall be

transferred to A.I.D. if the goods are from a source outside the Dominican Republic, are in a deliverable state and have not been offloaded in ports of entry of the Dominican Republic. Any disbursements made or to be made under the Loan with respect to such transferred goods shall be deducted from the Principal.

SECTION 8.04. Cancellation by A.I.D. Following any suspension of disbursements pursuant to Section 8.03, if the cause or causes for such suspension of disbursements shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 8.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement, or acceleration of repayment, the provisions of this Agreement shall continue in full force and effect until the payment in full of all Principal and any accrued interest hereunder has been made.

SECTION 8.06. Refunds.

(a) In the case of any disbursement not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement not made or used in accordance with the terms of this Agreement, A.I.D., notwithstanding the availability or exercise of any of the other remedies provided for under this Agreement, may require the Borrower to refund such amount in United States dollars to A.I.D. within thirty (30) days after receipt of a request therefor. Such amount shall be made available first for the cost of goods and services procured for the Program hereunder, to the extent justified, the remainder, if any, shall be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder. Notwithstanding any other provision in this Agreement, A.I.D.'s right to require a refund with respect to any disbursement under the Loan shall continue for five years following the date of such disbursement.

(b) In the event that A.I.D. receives a refund from any contractor, supplier, or banking institution, or from any other third party connected with the Loan, with respect to goods or services financed under the Loan, and such

refund relates to an unreasonable price for goods or services, or to goods that did not conform to specifications, or to services that were inadequate, A.I.D. shall first make such refund available for the cost of goods and services procured for the Program hereunder, to the extent justified, the remainder to be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder.

SECTION 8.07. Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 8.02 may be charged to the Borrower and reimbursed to A.I.D. in such manner as A.I.D. may specify.

SECTION 8.08. Nonwaiver of Remedies. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of any of such rights, powers, or remedies.

ARTICLE IX

Miscellaneous

SECTION 9.01. Communications. Any notice, request, documents, or other communication given, made or sent by the

Borrower or A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable, or radiogram and shall be deemed to have been duly given, made, or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable, or radiogram at the following addresses:

TO BORROWER:

Mail Address: Secretaria de Estado,
 de Salud Publica y
 Asistencia Social
 Santo Domingo, Republica Dominicana

Cable Address: Salud Pública, Santo Domingo

TO A.I.D.

Mail Address: USAID Mission to the
 Dominican Republic
 Santo Domingo, Dominican Republic

Cable Address: USAID Santo Domingo

Other Addresses may be substituted for the above upon the giving of notice. All notices, requests, communications, and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 9.02. Representatives. For all purposes relative to this Agreement, the Borrower will be represented

by the individual holding or acting in the Office of Secretary of State for Public Health and Social Assistance and A.I.D. will be represented by the individual holding or acting in the Office of the Director, USAID/Dominican Republic. Such individuals shall have the authority to designate additional representatives by written notice. In the event of any replacement or other designations of a representative hereunder, Borrower shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Borrower designated pursuant to this section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 9.03. Implementation Letters. A.I.D. shall from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 9.04. Promissory Note. At such time or times as A.I.D. may request, the Borrower shall issue promissory

notes or such other evidences of indebtedness with respect to the Loan, in such form, containing such terms and supported by such legal opinions as A.I.D. may reasonably request.

SECTION 9.05. Spanish and English Versions. In the event that the parties hereto also execute this Agreement in the Spanish language, then in cases of ambiguity or conflict between the English and Spanish versions, the English version of this Agreement shall control.

SECTION 9.06. Termination Upon Full Payment. Upon payment in full of the Principal and of any accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under this Loan Agreement shall terminate.

IN WITNESS WHEREOF, Borrower and the United States of America, each acting through its respective duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

THE GOVERNMENT OF THE DOMINICAN REPUBLIC

BY:

TITLE:

Joaquín Balaguer
President

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

BY:

TITLE:

Robert A. Marwitz
Ambassador

THE GOVERNMENT OF THE DOMINICAN
REPUBLIC

THE GOVERNMENT OF THE UNITED
STATES OF AMERICA

BY:

Carlos Rojas Badía
Secretary of State for
Public Health and
Social Assistance

BY:

John B. Robinson
Director, USAID Mission
to the Dominican Republic

BY:

Manuel de Jesús Viñas Cíceres
Secretary of State for
Agriculture

TIAS 8310

ANNEX I

Program Description

I. BACKGROUND AND OBJECTIVES

A. Background

The Dominican Health Sector Assessment, carried out under the auspices of the Secretariat of Health and Social Welfare, has examined comprehensively the major health problems afflicting the Dominican people, especially the poorer elements of the population. The Assessment concluded that these problems, i.e., malnourishment, communicable disease, and excess and unwanted fertility, could be successfully attacked, provided that several important constraints identified in the Assessment were addressed and overcome. The constraints are:

- (a) the serious weakness of SESPAS in managing its public health system and fulfilling its policy and planning role;
- (b) the absence of an effective, low cost medical outreach program to bring public health services to that part of the population which needs it most, i.e., the poor majority;
- (c) the lack of a coherent program in nutrition; and
- (d) the lack of potable water and sewerage systems throughout the country.

The Government of the Dominican Republic has acknowledged that the problems of health and excessive population growth have

a high priority which require the investment of increased domestic and external resources. Accordingly, the purpose of this Loan is to assist the Government, acting through the Secretariat of Health, in its efforts to overcome progressively three of the major constraints identified above.^{1/}

Program

The goal of the Program is to improve the health of the poorest sector of Dominican society, approximately 1.8 million people who are not served now by the existing public health system (the "target group"), in order to create a climate that will favor declines in fertility and will reduce the population growth rate. The Program Elements described below have been formulated as a cooperative effort between the Borrower and AID to assist in achieving this objective by:

- (a) reducing infant and preschool child mortality rates and the crude birthrate in those geographic areas subject to program activity;
- (b) enabling the Secretariat of Health to improve its performance in managing its public health system and fulfilling its policy and planning role in the health sector; and
- (c) develop a nutrition program in order to improve the long term nutritional status of the country.

The Program supported by this loan, derived from the Dominican findings of the Health Sector Assessment and designed to

1/ With respect to (d), major potable water programs financed both locally and by other international donors are in progress or under consideration.

address the most critical health problems, consists of the three Program Elements set forth in Section 1.02 of this Agreement, i.e., a low-cost health delivery system, nutritional activities and administrative reform measures within the Secretariat of Health.

II. IMPLEMENTATION OF THE LOAN

A. General

1. The Program to be financed by the GODR and this Loan will be carried out by those agencies and organizations specified in Section 1.03 of this Agreement. The Secretariat of State for Public Health and Social Assistance designated in Section 9.02 of the Loan Agreement as the Borrower's representative, shall be the principal Executing Agency for purposes of directing the activities to be undertaken pursuant to this Agreement.

2. An annual evaluation of the Program will be completed, in conjunction with A.I.D. pursuant to Section 4.04 of this Agreement, at a time to be specified by Letter of Implementation

B. Program Costs

1. The total cost of the Program is RD\$11,719,274 with the contributions of the Borrower and A.I.D. identified below in Table I. The amounts shown as the Borrower's and A.I.D.'s contribution to the program will be budgeted and made available in accordance with Table I.

2. The Borrower's contribution will be additional to the regular operating budgets of the individual Implementing Agencies.

3. Pesos or dollars scheduled for disbursement in a given calendar year pursuant to the provisions of this Annex may, with the approval of the A.I.D., be disbursed in the preceding or subsequent

calendar year, provided that such change is in accordance with the needs of the Program, and provided further that the overall ratio between the Borrower and A.I.D. contributions is maintained. Any reduction in the Borrower's yearly contribution from that shown in Table I, shall be made with the consent of A.I.D. and may affect the availability of the A.I.D. contribution for that year.

TABLE I
(1,000s)
(\$ equiv.)

Aggregate Program Costs

	<u>2/</u>	<u>1976</u>	<u>1977</u>	<u>1978</u>	<u>Total</u>
AID					
Dollars		1,022	1,313	1,092	3,427
Pesos		458	559	356	1,373
GODR					
Pesos		<u>1,262</u>	<u>2,517</u>	<u>3,140</u>	<u>6,919</u>
	<u>3/</u>				
		2,742	4,389	4,588	11,719

2/ All reference to years mean calendar year.

3/ Since the Dominican Peso and U.S. Dollar are at parity, the cost of the Program is reflected as an aggregate sum, without distinguishing between the two currencies.

4. By mutual written agreement between Borrower and A.I.D., the amounts shown hereafter in this Annex for use by a given Implementing Agency for a specified Program Element, Activity and Sub-Activity may be reallocated to another Implementing Agency or Program Element, Activity or Sub-Activity. Any such adjustment shall be reflected in an appropriate change in implementation targets.

C. Program Description - General

For purposes of implementing the Program in general and for the preceding adjustment provisions, the Program Elements, Activities and Sub-Activities shall be as follows:

<u>Program Element</u>	<u>Activity & Sub-Activity</u>	<u>Implementing Agency</u>
1. Low-Cost Health Delivery System	a. Basic Health Service Program (SBS) <ul style="list-style-type: none"> 1. Rural Basic Health Service (RSBS) 2. Urban Basic Health Service (USBS) 	National Service for the Eradication of Malaria (SNEM) of the Secretariat of Public Health
2. Nutrition	a. Establishment of an Office of Nutrition Coordination <ul style="list-style-type: none"> b. Research <ul style="list-style-type: none"> 1. Food Belief and Behavior Study c. National Nutrition Education <ul style="list-style-type: none"> 1. Mass Media Program 2. Nutrition Seminars 3. Participant Training d. Rural Nutrition Recuperation Program e. Development of a Food Supplement Program 	Office of Nutrition Coordination (ONC) of the Secretariat of Agriculture
3. Institutional Development of the Secretariat of Health	a. Technical Office for Administrative Reform <ul style="list-style-type: none"> b. Human Resources Development and Personnel Administration <ul style="list-style-type: none"> c. Planning, Programming and Evaluation d. Information Systems <ul style="list-style-type: none"> 1. Biostatistics 2. Auditing Procedures e. Hospital Administration f. Maintenance g. Supply h. Transportation 	Secretariat of Public Health and Social Assistance (SESPAS)

4/ Activities are preceded by letter, sub-activities by numerals.

D. Program Description by Element1. Low-Cost Health Delivery System - SBSa) Purpose

To establish a low-cost health delivery system to serve approximately 1.8 million rural and urban poor, not served by the existing public health system.

b) Financial Contribution

The Borrower and A.I.D. shall contribute the amounts set forth below during the years indicated to finance the Low-Cost Health Delivery System Element of the Program.

Table II
(1,000s)
(\$ equiv.)

Element: Low-Cost Health Delivery System

	1976	1977	1978	Total
AID				
Dollars	140	472	513	1,125
Pesos	122	223	176	521
GODR				
Pesos	<u>586</u>	<u>1,732</u>	<u>2,443</u>	<u>4,763</u>
	830	2,427	3,132	6,389

c) Activity Expenditures

Program funds will be expended for the Basic Health Service Activity, comprised of the Rural and Urban Basic Health Service Sub-activities, in the following manner during the periods shown.

TABLE III
(\$ equiv.)

Activity: Basic Health Service (SBS)

	1976	1977	1978	<u>Total</u>
<u>Sub-activity</u>				
Rural Basic Health Service (RSBS)	627,514	2,160,435	2,741,640	5,529,589
Urban Basic Health Service (USBS)	<u>202,768</u>	<u>-265,816</u>	<u>390,294</u>	<u>858,878</u>
	830,282	2,426,251	3,131,934	6,388,467

d) Implementation

The objective of the SBS program is to bring basic health services to the target group in the areas in which they reside. The SBS service will be composed of two operational units, the USBS program which will operate in the poor urban areas of Santo Domingo and Santiago and the RSBS program which will function in the rural areas throughout the five health regions of the country.

The SBS will be established as a branch of the National Malaria Eradication Service. Its staff will include a Director, who will be responsible for both the RSBS and USBS programs, five regional nurses who will exercise supervisory authority over the RSBS program in the regions to which they are assigned and other persons or organizations needed to assist in carrying out the USBS program. In addition, there will be approximately 25 Supervisory Auxiliary Nurses, 440 Auxiliary Nurses, and 4,500 Promoters, employed by SBS, who will provide the health services planned under the program through the RSBS and the USBS operational units.

The promoters will be women nominated by the communities in which they reside and will furnish health services such as the following: collection of basic demographic data, nutrition assistance, pre-natal care, immunization, oral rehydration of children, treatment of respiratory infections, cooperation with midwives and family planning assistance. Coordination will be maintained with the existing SESPAS public health care system to insure the proper functioning of a referral system for patients whose illness are too serious to be treated under the SBS program and to assure proper liaison between the two systems for maximum effectiveness.

To furnish the services mentioned above, training will be provided to the SBS operating staff. Further, to insure that the program operates effectively, it will be initiated in one region of the country (Region IV), and, thereafter, be expanded throughout the country taking into account the administrative capacity of SBS and the experience gained from operations in the first geographic region.

2. Nutrition

a) Purpose

To improve the long term nutritional status of the country by developing a nutrition program that includes the establishment of an Office of Nutrition Coordination, the undertaking of a national education program, a rural nutrition recuperation program, research study and the development of a food supplement program.

b) Financial Contribution

The Borrower and A.I.D. shall contribute the amounts set forth below during the years indicated to finance the Nutrition Element of the Program.

TABLE IV
(1,000s)
(\$ equiv.)

Element: Nutrition

	1976	1977	1978	Total
AID				
Dollars	94	176	168	435
Pesos	130	129	62	321
GODR				
Pesos	151	258	264	673
	375	560	494	1,429

c) Activity Expenditures

Program funds will be expended for the several activities under the Nutrition Element of the Program in the following manner during the periods shown:

TABLE V
(\$ equiv.)

Element: Nutrition

	1976	1977	1978	Total
<u>Activity and Sub-activity</u>				
1. Office of Nutrition Coordination	88,200	115,980	158,100	362,280
2. National Nutrition Education				
a. Mass Media Program	70,700	56,000	56,000	182,700
b. Nutrition Seminars	5,060	5,060	5,060	15,180
c. Participant Training	33,250	61,750	28,500	123,500
3. Rural Nutrition Re-cuperation Program	47,140	103,860	122,620	273,620
4. Research	68,000	52,000	-	120,000
5. Food Supplement Feasibility Study	62,400	165,000	124,200	351,600
	374,750	559,650	494,480	1,428,880

d) Implementation1) Establishment of Office of Nutrition Coordination (ONC)

During the course of Loan implementation an Office of Nutrition Coordination will be developed, which over time, will be able to formulate national nutrition policy and programs. This Office will be established in the Secretariat of State for Agriculture and will serve as the sub-implementing agency to carry out the nutrition component of the Program. ONC will initiate operations with a small professional staff consisting of a Director and a limited number of support personnel. This staff will be supplemented during the course of the Loan to include specialists such as a nutritionist, medical doctor, marketing specialist, dietician, agro-economist, statistician, economist and appropriate administrative support staff. Technical assistance will be furnished to advise, train and upgrade the professional competence of this Office. The ONC, in the performance of its duties, will coordinate its activities closely with the Secretariats of Health and Education.

2) National Nutrition Education

This activity consists of the following sub-activities:

(a) a radio outreach, mass media program to reach the target group through educational programs on better nutritional practices; (b) a series of national seminars to help create an awareness of the nutrition problem; and (c) training to upgrade the capabilities of professionals specializing in nutrition.

a) Mass Media Program

ONC will contract with appropriate entity or entities, to design and to execute a mass media nutrition and health education campaign. The campaign, to be directed primarily at the rural and urban poor, will consist primarily of a radio outreach program to be

... --

developed by the contractor, which will seek to change the attitudes of the target group on matters such as food and food preparation practices, personal hygiene, and the need to incorporate health, family planning and nutrition into their everyday activities. The program will be developed in a manner to support the nutrition educational efforts of the promoters under the SBS program.

b) Nutrition Seminars

Approximately three annual seminars to which high level government, business and professional leaders and the press will be invited, will be conducted under this sub-activity. In addition, regional level seminars for local leaders will be held as appropriate.

c) Participant Training

A professional training program in nutrition will be initiated by the ONC for selected persons from universities, key government offices and other institutions as appropriate. Approximately 13 man years of training will be provided to personnel such as medical doctors, nurses, economists and nutritionists during the course of the program.

3) Rural Nutrition Recuperation Program

ONC will coordinate the staffing and initiation of operations of five demonstration nutrition recuperation centers in the five health regions of the country, primarily, to serve as educational centers for SBS personnel and, secondarily, to assist in the rehabilitation of limited numbers of malnourished children.

4) Research

ONC will contract with appropriate institutions, such as universities and technical consultants, to undertake studies on the

determinants of malnutrition and the cost effectiveness of current and future nutrition programs. One such research project, already identified will be a "food beliefs/behavior patterns study" which, among other things, will provide basic information useful for the mass media and the food supplement programs.

5) Development of Food Supplements

Commercially marketable food supplements for children under two years of age and for pregnant and nursing mothers, will be developed under this activity. These food products will be designed to be low cost and highly nutritive. ONC will contract a qualified consultant, public or private, to carry out a comprehensive feasibility study covering the technical, administrative, financial, social and economic factors involved in implementing a food supplement program. The final contractor's report will consist of a series of alternative strategies and recommendations, upon which the Government can select the most advantageous means for initiating such a program.

3. Institutional Development of the Secretariat of Health

a) Purpose

To improve the Secretariat of Health's administrative and management practices in order to increase the effectiveness of its public health care system and to fulfill its policy and planning role.

b) Financial Contribution

The Borrower and AID shall contribute the amounts set forth below during the year indicated to finance the Institutional Development Element of the Program.

TABLE VI
(1,000s)

Element: Institutional Development of SESPAS

	1976	1977	1978	Total
AID				
Dollar	788	593	410	1,791
Pesos	206	207	119	532
GODR				
Pesos	<u>543</u>	<u>528</u>	<u>432</u>	<u>1,503</u>
	1,537	1,328	961	3,826

c) Activity Expenditures

Program funds will be expended for the Institutional Reform Element of the Program in the following manner during the periods shown.

TABLE VII
(\$ equiv.)

Element: Institutional Reform of SESPAS

	1976	1977	1978	Total
<u>Activity and Sub-activity</u>				
(a) Human Resources Development including Training	224,420	285,147	131,873	641,440
(b) Personnel Administration	86,280	56,780	45,930	188,990
(c) Planning, Programming and Evaluation	93,000	92,900	36,600	222,500
(d) Information Systems				
1) Biostatistics	15,850	10,750	4,300	30,900
2) Auditing	27,700	42,800	48,700	119,200
(e) Hospital Administration	121,300	164,400	111,850	397,550
(f) Maintenance	510,420	296,020	217,800	1,024,240
(g) Supply	63,900	14,050	-	77,950
(h) Transportation	16,500	-	-	16,500
(i) Technical Office of Administrative Reform	377,700	364,700	364,700	1,107,100
	1,537,070	1,327,547	961,753	3,826,370

d) Implementation

To assist the Secretariat of Health to carry out a comprehensive reform of its operations, a Technical Office of Administrative Reform will be established within the Secretariat. The Technical Office will consist of an Office Director and two aids, plus supporting clerical and secretarial staff. The responsibilities of the Technical Office will include the following:

1) The development of a yearly operational plan and budget for the reform, to be completed by November of each year to apply to the following calendar year. The recommended reform activities contained in the plan, after approval by the Secretary of Health and AID, will be incorporated into a formal work-plan to be implemented with Program funds.

2) Informing the Secretary on a regular basis of the progress of the program, and

3) Periodic evaluation of the progress of the reform.

To support this effort, a foreign advisory group will be contracted to work with the Technical Office and to provide assistance to the various operational offices of SESPAS as appropriate. The reform program will affect a series of key administrative functions which cut across programmatic and organizational levels of the Secretariat. The functional areas to be the form of attention under this Program Element include the following:

a) Systems for human resource development and

personnel administration;

b) Planning, programming, and evaluation systems;

c) Information systems, including biostatistics

and audit procedures;

d) Hospital administration systems; and

e) Maintenance, transportation, and supply systems.

E. Other

Of the total AID contribution amounting to \$4,800,000, \$75,557 has not been budgeted for specific purposes among the three program elements; these funds will be allocated to meet unforeseen operational program requirements by subsequent letter of implementation.

Préstamo de la A.I.D. Número 517-U-028

Proyecto No. AID/DLC/P2089

ACUERDO DE PRESTAMO

Entre

LA REPUBLICA DOMINICANA

y

LOS ESTADOS UNIDOS DE AMERICA

para

El Préstamo al Sector de Salud

Fecha: 1ro. de octubre de 1975

TIAS 8319

ALIANZA PARA EL PROGRESOACUERDO DE PRESTAMO

República Dominicana - Préstamo del Sector de Salud

Préstamo de la AID Número 517-U-028

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ACUERDO DE PRESTAMO fechado el 1ro. de octubre de 1975 entre
la REPUBLICA DOMINICANA ("Prestatario"), y los ESTADOS UNIDOS DE
AMERICA, actuando a través de la AGENCIA PARA EL DESARROLLO INTERNA-
CIONAL ("A.I.D.").

ARTICULO I

El Préstamo.

SECCION 1.01. El Préstamo. La A.I.D. por este medio conviene
en prestar al Prestatario en fomento de la Alianza para el Progreso y
de conformidad con el Acta de Ayuda Extranjera de 1961 y sus enmiendas
una suma que no exceda cuatro millones ochocientos mil dólares estado-
unidenses (US\$4,800,000) ("Préstamo") para asistir al Prestatario a
llevar a cabo el Programa referido en la Sección 1.02 ("Programa").
El Préstamo deberá ser usado exclusivamente para financiar en dólares
de los Estados Unidos el costo de bienes y servicios requeridos para
el Programa ("Costo en Dólares") y, el costo en moneda local de bienes
y servicios requeridos para el Programa ("Costo en Moneda Local"). La
suma total de los desembolsos en virtud de este Acuerdo será llamada
en lo adelante el "Capital".

SECCION 1.02. El Programa. El Préstamo deberá ser usado por el
Prestatario para respaldar el financiamiento del programa del sector
de salud proyectado para (1) establecer un sistema de cuidado de salud
a bajo costo para los 1.8 millones de pobres rurales y urbanos que no
están siendo atendidos por el actual sistema de salud pública;

(2) desarrollar un programa de mejoramiento nutricional; y (3) llevar a cabo reformas administrativas en la Secretaría de Estado de Salud Pública y Asistencia Social. El Programa consiste de los siguientes Componentes y Actividades:

1. El Componente del Sistema de Cuidado de Salud a Bajo Costo ayudará en el establecimiento de un sistema de cuidado de salud a bajo costo para suministrarle a los 1.8 millones de personas marginadas económicamente que residen en las regiones rurales y urbanas de la República Dominicana y que no tienen acceso al actual sistema de salud pública, servicios de salud básicos, y para el acopio de datos demográficos y de morbilidad.
2. El Componente Nutricional está proyectado a mejorar el estado nutricional del país.
3. El Componente de Desarrollo Institucional de la Secretaría de Salud ayudará en el mejoramiento de las prácticas administrativas de la Secretaría de Salud de manera de aumentar la efectividad de su sistema de cuidado de salud pública y ayudándole a cumplir su papel de política y planeamiento.

El Programa, incluyendo sus Componentes y Actividades, está descrito mas ampliamente en el Anexo I, adjunto al presente documento, el cual forma parte integral de este Acuerdo, y podrá ser modificado por escrito por los representantes del Prestatario y de la A.I.D. designados de acuerdo a la Sección 9.02 de este Acuerdo. Los bienes

y servicios a ser financiados por el Préstamo deberán ser especificados en las cartas de ejecución mencionadas en la Sección 9.03 ("Cartas de Ejecución") de este Acuerdo.

SECCION 1.03. Agencias Administradoras y Ejecutoras. El Prestatario por este medio nombra a la Secretaría de Estado de Salud Pública y Asistencia Social ("SESPAS") como la agencia administradora para el fin de llevar a cabo el Programa total. Las agencias ejecutoras individuales serán las siguientes: El Servicio Nacional de Erradicación de la Malaria ("SNEM"); la Oficina de Coordinación Nutricional ("OCN") de la Secretaría de Estado de Agricultura ("SEA"), y SESPAS. Estas agencias deberán llevar a cabo los distintos Componentes y Actividades del Programa como se describe mas ampliamente en el Anexo I. Nada de lo aquí expresado deberá considerarse como una prohibición al Prestatario de reasignar una actividad actualmente asignada a una agencia ejecutora específica de acuerdo a las estipulaciones del Anexo I a otra agencia ejecutora o entidad aceptable, siempre que dicha transferencia de actividades haya sido previamente aprobada por escrito por la A.I.D.

SECCION 1.04. Uso de Fondos Generados por Otra Asistencia de los Estados Unidos. El Prestatario deberá usar para el Programa en vez de dólares de los Estados Unidos que de otra manera serían desembolsados bajo el Préstamo para financiar el costo en moneda local del Programa, cualquier moneda que no sea dólares de los Estados Unidos

que el Prestatario encuentre disponible después de la fecha del Acuerdo en conexión con la asistencia (que no sea el Préstamo) proveída por los Estados Unidos al Prestatario, hasta el límite y para los propósitos que la A.I.D. y el Prestatario puedan acordar por escrito. Cualesquiera de dichos fondos usados para el Programa deberá reducir el monto del Préstamo (hasta donde no haya sido entonces desembolsado) en una suma equivalente en dólares de los Estados Unidos computada desde la fecha del Acuerdo entre la A.I.D. y el Prestatario para el uso de tales fondos según la tarifa de cambio vigente al momento de hacerse disponibles los pesos.

ARTICULO II

Términos del Préstamo

SECCION 2.01. Interés. El Prestatario deberá pagar a la A.I.D. intereses que se acumularán al dos por ciento (2%) por año durante los primeros diez años después de la fecha del primer desembolso bajo este Acuerdo, y al tres por ciento (3%) por año de ahí en adelante sobre el balance pendiente del Capital y sobre cualquier interés vencido y no pagado. Intereses sobre el balance pendiente deberán acumularse desde la fecha de cada desembolso respectivo (como tal fecha es definida en la Sección 7.04), y deberán ser computados sobre la base de un año de 365 días. Los intereses deberán ser pagaderos semestralmente. El primer pago de intereses vencerá y será pagadero a más tardar seis (6) meses después del primer desembolso bajo este Acuerdo, en la fecha que especifique la A.I.D.

SECCION 2.02. Amortización. El Prestatario deberá amortizar a la A.I.D. el Capital dentro de cuarenta (40) años desde la fecha del primer desembolso bajo este Acuerdo en sesenta y un (61) pagos semestrales aproximadamente iguales de Capital e intereses. El primer pago de capital vencerá y será pagadero nueve años y medio (9-1/2) después del vencimiento del primer pago de intereses de acuerdo con la Sección 2.01. La A.I.D. proveerá al Prestatario con una tabla de amortización de acuerdo con esta Sección después del desembolso final bajo este Préstamo.

SECCION 2.03. Aplicación, Moneda y Lugar de Pagos. Todos los pagos de intereses y Capital bajo este Acuerdo deberán ser hechos en dólares de los Estados Unidos y serán aplicados primero al pago de intereses vencidos y después para amortizar el Capital. A menos que la A.I.D. acordara otra cosa por escrito, todos dichos pagos deberán ser hechos a la Agencia para el Desarrollo Internacional, Cajero (SER/CONT), Washington, D. C. 20523, Estados Unidos de América, y se considerarán como efectuados cuando hayan sido recibidos por la Oficina del Cajero.

SECCION 2.04. Pago Anticipado. Al pagarse todos los intereses y los reembolsos vencidos, el Prestatario podrá pagar anticipadamente sin ningún otro cargo, todas o cualquiera parte del Capital. Cualquier pago anticipado será aplicado a los pagos pendientes del Capital en orden inverso a su vencimiento.

SECCION 2.05. Renegociación de los Términos del Préstamo.

A la luz de los compromisos asumidos por el Gobierno de los Estados Unidos de América y los demás signatarios del Acta de Bogotá y de la Carta de Punta del Este para forjar una Alianza para el Progreso, el Prestatario acuerda que negociará con la A.I.D. lo concerniente a la aceleración del reembolso del Préstamo en cualquier momento o momentos, según pueda requerirlo la A.I.D., en caso de que haya mejoría significativa en la economía interna y externa y posición financiera y perspectivas de la República Dominicana, tomando en consideración los requerimientos capitales relativos de la República Dominicana y de los otros signatarios del Acta de Bogotá y de la Carta de Punta del Este.

ARTICULO IIIRequisitos Previos al DesembolsoSECCION 3.01. Requisitos Previos al Inicio de los Desembolsos.

Con anterioridad al primer desembolso o a la emisión de la primera Carta de Compromiso bajo este Préstamo, el Prestatario deberá proveer a la A.I.D., en forma y substancia satisfactorias a la A.I.D.:

- (a) Una opinión del Consultor Jurídico del Prestatario o de otro consejero aceptable a la A.I.D. de que este Acuerdo ha sido propiamente autorizado y/o ratificado por y ejecutado en nombre del Prestatario y que constituye una obligación válida y legalmente obligatoria del Prestatario de acuerdo con todos sus términos;

(b) Una declaración con los nombres de las personas que ostentan ó actúan en representación del Prestatario según se especifica en la Sección 9.02, y un facsímil de la firma de cada persona descrita en dicha declaración debidamente certificada en cuanto a su autenticidad; y

(c) Prueba del nombramiento de un Coordinador del Préstamo.

SECCION 3.02. Requisitos Previos a los Desembolsos para el Programa de Servicio Básico de Salud.

(a) Con anterioridad a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo para fines de financiamiento del Programa de Servicio Básico de Salud ("SBS"), el Prestatario someterá a la A.I.D., en forma y substancia satisfactorias a la A.I.D.

- (1) un decreto presidencial autorizando al Servicio Nacional de Erradicación de la Malaria ("SNEM") a proveer servicio de salud además de la erradicación de la malaria;
- (2) un plan para la reorganización del SNEM que establezca inter alia:
 - (a) la organización general administrativa del SBS y la función de erradicación de la malaria del SNEM; y
 - (b) arreglos para la coordinación de las actividades del SBS con la Secretaría de Estado de Salud Pública y Asistencia Social ("SESPAS")

(3) prueba:

(a) del nombramiento del Director Médico del SBS; y
(b) del nombramiento de una enfermera registrada para el cargo de Enfermera Supervisora para la Región IV;

(4) un plan sincronizado estableciendo la ejecución del SBS en la Región IV durante los primeros doce meses del programa, que incluya las comunidades elegidas para participar en el programa;

(5) un Manual de Diagnóstico y Tratamiento para ser usado por las enfermeras auxiliares;

(6) los arreglos entre el SNEI y el Hospital Robert Reid Cabral para la ejecución del SBS en los suburbios de Santo Domingo; y

(7) los arreglos entre el SNEI y un centro de recuperación nutricional apropiado para proveer entrenamiento de recuperación nutricional al personal del programa en la Región IV.

(b) Previo a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo después del 1º de enero de 1976, para los fines de financiar el SBS en cada una de las Regiones I, II, III, y V, excepto cuando la A.I.D. acuerde lo contrario por escrito, el Prestatario someterá a la A.I.D. un plan sincronizado

estableciendo en forma y substancia satisfactorias a la A.I.D.:

- (1) la ejecución del SBS en cada una de las Regiones de Salud; y
- (2) el establecimiento del centro de recuperación nutricional en cada una de las Regiones de Salud.

SECCION 3.03. Requisitos Previos a los Desembolsos para el Componente de Nutrición.

(a) Con anterioridad a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo para los fines de financiar el Componente Nutricional, el Prestatario deberá someter a la A.I.D., en forma y substancia satisfactorias a la A.I.D..

- (1) una orden administrativa estableciendo una oficina separada de coordinación nutricional dentro de la Secretaría de Estado de Agricultura;
- (2) prueba del nombramiento de un Director para dicha oficina de coordinación nutricional, y
- (3) el alcance de trabajo para los asesores extranjeros requeridos por dicha oficina de coordinación nutricional durante el inicio de sus operaciones.

(b) Previo a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo, para los fines de financiamiento de cada una de las siguientes actividades del Componente Nutricional, excepto como la A.I.D. pueda acordar otra cosa por escrito,

el Prestatario someterá a la A.I.D. en forma y substancia satisfactorias a la A.I.D..

- (1) En Relación al Programa Nacional de Educación y Concientización Nutricional.
 - (a) un plan sincronizado estableciendo la ejecución de la campaña de difusión popular y promoción, dicho plan deberá incluir los costos estimados de tal campaña y la relación con el SBS a nivel de promotor de salud;
 - (b) las categorías del personal seleccionado para entrenamiento a alto nivel; y
 - (c) un plan sincronizado estableciendo la ejecución del primer seminario de nutrición, dicho plan deberá incluir los tópicos a ser discutidos y los participantes;
- (2) En Relación al Programa Rural de Recuperación Alimenticia: un plan sincronizado estableciendo y nombrando el personal de un centro demostrativo de Recuperación Nutricional en cada una de las Regiones de Salud I, II, III, y V; y
- (3) En Relación al Desarrollo del Programa de Alimentación Suplementaria:
El alcance de trabajo para el Estudio de Suplemento Alimenticio.

SECCION 3.04. Requisitos Previos a los Desembolsos para el Componente de Desarrollo Institucional de SESPAS. Previo a cualquier desembolso ó a la emisión de cualquier documento de compromiso bajo el Préstamo para los fines de financiamiento del Componente de Desarrollo Institucional de SESPAS, el Prestatario deberá suministrar a la A.I.D. en forma y substancia satisfactorias a la A.I.D..

- (a) una orden administrativa estableciendo una Oficina Técnica para la Reforma Administrativa ("OTRA") dentro de SESPAS;
- (b) prueba del nombramiento del Director de OTRA,
- (c) un plan de trabajo sincronizado estableciendo las actividades de reformas administrativas a ser llevadas a cabo bajo el programa durante los primeros doce meses de operaciones;
- (d) el alcance de trabajo de las organizaciones consultoras extranjeras para asistir al Director de OTRA, y
- (e) una orden administrativa estableciendo la Oficina Administrativa del Préstamo dentro de la División de Planeamiento, Programa y Evaluación de SESPAS.

SECCION 3.05. Plazo Final para el Cumplimiento de los Requisitos Previos a Desembolsos.

- (a) Si todos los requisitos previos requeridos en la Sección 3.01 no han sido cumplidos en los ciento veinte (120) días siguientes a la firma de este Acuerdo o en cualquier fecha posterior que la A.I.D. acuerde por escrito, la A.I.D., a su opción, puede terminar este

Acuerdo dando aviso por escrito al Prestatario. Al dar dicho aviso, este Acuerdo y todas las obligaciones de las partes contratantes finalizarán.

(b) Si todos los requisitos previos requeridos en las Secciones 3.02 (a), 3.03 (a) y 3.04 no han sido cumplidos a los ciento ochenta (180) días de vigencia de este Acuerdo o en cualquier fecha posterior que la A.I.D. acuerde por escrito, la A.I.D., a su opción, puede cancelar entonces el balance del Préstamo no desembolsado asignado para uso en el Componente del Préstamo (o Actividad) o Componentes (o Actividades) para la cual las condiciones previas no fueron cumplidas, o puede finalizar este Acuerdo dando aviso por escrito al Prestatario. En caso de terminación, al notificársele, el Prestatario deberá inmediatamente pagar el balance pendiente de Capital y deberá pagar cualquier interés vencido, y al recibo del pago completo este Acuerdo y todas las obligaciones de las partes contratantes finalizarán.

SECCION 3.06. Notificación del Cumplimiento de los Requisitos Previos al Desembolso.

La A.I.D. le notificará al Prestatario, tan pronto como lo haya determinado, que las condiciones previas al desembolso especificadas en las Secciones 3.01 hasta la 3.04 han sido cumplidas.

ARTICULO IV

Pactos y Garantías GeneralesSECCION 4.01 Ejecución del Programa

(a) El Prestatario deberá llevar a cabo el Programa con la debida diligencia y eficiencia, y de conformidad con sanas prácticas de ingeniería, construcción, financieras, administrativas, de planeamiento, y dirección. En relación a esto, el Prestatario deberá utilizar en todo momento consultores y otro personal para el Programa debidamente calificados y con experiencia.

(b) El Prestatario deberá hacer ejecutar el Programa de conformidad con todos los planes, documentos, especificaciones, contratos, itinerarios, declaraciones y demás arreglos, y con todas las modificaciones del mismo, aprobados por la A.I.D. de conformidad con este Acuerdo.

SECCION 4.02. Fondos y Demás Recursos a ser Proporcionados por el Prestatario. El Prestatario proporcionará, tan pronto como sea necesario, todos los fondos en adición al Préstamo, y todos los otros recursos requeridos para el puntual y efectivo desenvolvimiento del Programa, incluyendo pero no limitado a la contribución que se menciona en la Sección 5.01 de este Acuerdo.

SECCION 4.03. Continuidad de Consultas. El Prestatario y la A.I.D. deberán cooperar plenamente para asegurar que el propósito del Préstamo sea logrado. A este fin, el Prestatario y la A.I.D. deberán, de vez en cuando, y a solicitud de cualquiera de las partes,

intercambiar a través de sus representantes, puntos de vista relativos al progreso del Programa, el cumplimiento por parte del Prestatario y las Agencias Ejecutoras de sus obligaciones bajo este Acuerdo, de los consultores, contratistas y abastecedores comprometidos con el Programa, y otros asuntos relativos al Programa.

SECCION 4.04. Administración. El Prestatario deberá proveer o hará proveer una administración calificada y de experiencia para el manejo del Programa aceptable a la A.I.D., como sea apropiado para el mantenimiento y operación del Programa.

SECCION 4.05. Impuestos. Este Acuerdo, el Préstamo, y cualquier evidencia de deuda contraída en conexión con este Acuerdo, estarán libres de, así como el Capital y los intereses serán pagados sin deducción y estarán libres de, cualquier impuesto o tarifa impuestos bajo las leyes vigentes en la República Dominicana. La ratificación de este Acuerdo por el Congreso de la República Dominicana constituirá la aprobación y autorización del Congreso para la inclusión de dichas exenciones en los contratos que se financiarán bajo este Acuerdo, y no se requerirá ninguna otra aprobación o autorización del Congreso para los contratos que incluyan tales exenciones. Sin embargo, y hasta el grado que (a) cualquier contratista, incluyendo cualquier firma consultora, y cualquier personal de dichos contratistas financiados bajo este Acuerdo y cualquier propiedad o transacciones relacionadas con tales contratos, y (b) cualquier

transacción de compra de mercancía financiada bajo este Acuerdo, no sean exonerados de impuestos identificables, tarifas, derechos y otros arbitrios aplicados bajo las leyes vigentes en el país del Prestatario, el Prestatario deberá, como y hasta los límites establecidos en y de conformidad con las Cartas de Ejecución, pagar o reembolsar éstos bajo la Sección 4.02 de este Acuerdo con otros fondos que no sean los proveídos bajo este Préstamo.

SECCION 4.06. Utilización de Bienes y Servicios

(a) Los bienes y servicios financiados bajo este Préstamo se utilizarán exclusivamente para el Programa, a menos que el Prestatario y la A.I.D. lo convengan de otro modo por escrito. Al terminar el Programa, o en cualquier otro momento en que los bienes financiados bajo el Préstamo no puedan emplearse provechosamente para el Programa, el Prestatario podrá usar o disponer de dichos bienes en tal forma como la A.I.D. pueda acordar por escrito con anterioridad a dicho uso o disposición.

(b) A menos que la A.I.D. lo convenga de otro modo por escrito, ningún bien o servicio financiado bajo el Préstamo será utilizado para promover o ayudar algún programa o actividad de asistencia extranjera asociado o financiado por algunos de los países no incluidos en el Código 935 del Código Geográfico de la A.I.D. vigente a la fecha de su uso.

SECCION 4.07 Revelación de Hechos y Circunstancias Materiales.

El Prestatario afirma y garantiza que todos los hechos y circunstancias revelados por él o que ha hecho que le sean revelados a la A.I.D. en el curso de la obtención del Préstamo son exactos y completos y que ha revelado a la A.I.D. exacta y cabalmente todos los hechos y circunstancias que materialmente podrían afectar el Programa y el cumplimiento de sus obligaciones bajo el Acuerdo. El Prestatario deberá informar prontamente a la A.I.D. de cualquier hecho y circunstancia que pudiera surgir en lo adelante pudiendo afectar materialmente el Programa o de los cuales se pudiera creer razonablemente que podrían afectar materialmente el Programa o el cumplimiento de las obligaciones del Prestatario bajo este Acuerdo.

SECCION 4.08. Comisiones, Honorarios y Otros Pagos.

(a) El Prestatario conviene y garantiza que en relación con la obtención del Préstamo o a cualquier acción tomada bajo o con respecto al Acuerdo no ha pagado y no pagará o convendrá en pagar, ni a su mejor saber se ha pagado ni será pagado ni se ha convenido en que sea pagado por ninguna persona o entidad, comisiones, honorarios, u otros pagos a excepción de compensación ordinaria a los funcionarios y empleados permanentes del Prestatario, o como compensación por servicios bona-fide profesionales, técnicos, o de igual índole. El Prestatario deberá informar prontamente a la A.I.D. sobre cualquier pago o convenio para pagar por servicios bona-fide profesionales, técnicos o de igual índole en los cuales sea parte, o tenga conocimiento

(indicando si dicho pago ha sido efectuado o se va a efectuar en calidad de imprevisto) y si la suma de cualesquiera de dichos pagos es considerada irrazonable por la A.I.D., la misma será ajustada a satisfacción de la A.I.D.

(b) El Prestatario garantiza y conviene en que ni se han recibido ni serán recibidos pagos por el Prestatario o funcionarios del Prestatario en conexión con la obtención de bienes y servicios financiados bajo este Acuerdo, a excepción de honorarios, impuestos u otros pagos similares legalmente establecidos en la República Dominicana.

SECCION 4.09. Mantenimiento y Auditoría de los Registros.

El Prestatario deberá mantener o hacer que las Agencias Ejecutoras mantengan libros y registros relativos al Programa y a este Acuerdo de conformidad con sanos principios y prácticas de contabilidad aplicados consistentemente. Tales libros y registros deberán demostrar adecuadamente, sin limitación:

(a) Desembolso del Prestatario y contribución de la A.I.D. a la Cuenta Especial Separada del Programa (CESP) a ser establecida según se indica en las Cartas de Ejecución;

(b) Desembolsos hechos de la CESP a SESPAS y a las Agencias Ejecutoras;

(c) El recibo y el uso de los fondos desembolsados a SESPAS y a las Agencias Ejecutoras de conformidad con este Acuerdo;

- (d) El recibo y utilidad dada a los bienes y servicios adquiridos con fondos desembolsados de acuerdo a este Acuerdo.
- (e) La naturaleza y magnitud de licitaciones de posibles suplidores de bienes y servicios adquiridos;
- (f) Las bases para adjudicar contratos y órdenes a licitadores exitosos; y
- (g) El progreso del Programa.

Dichos libros serán auditados regularmente de conformidad con sanas normas de auditoría por el período de tiempo y a los intervalos que la A.I.D. exija, y serán mantenidos por cinco años a partir de la fecha del último desembolso de la A.I.D., o hasta que todas las sumas adeudadas a la A.I.D. hayan sido pagadas, cualesquiera de las fechas que ocurra primero.

SECCION 4.10. Informes. El Prestatario acuerda suministrar, o hacer que se suministre a la A.I.D. toda aquella información relativa al Préstamo y al Programa que la A.I.D. pudiera solicitar.

SECCION 4.11. Inspecciones. Los representantes autorizados de la A.I.D. deberán tener en todo tiempo razonable el derecho de inspeccionar el Programa, la utilización de todos los bienes, establecimientos, y servicios financiados bajo el Préstamo o por la contribución del Prestatario, y los libros, registros y cualesquier otros documentos del Prestatario y de las Agencias Ejecutoras relativos al Programa y al Préstamo. El Prestatario deberá cooperar con

la A.I.D. para facilitar dichas inspecciones y deberá permitir a los representantes de la A.I.D. visitar cualquier parte del país del Prestatario para fines relativos al Préstamo.

SECCION 4.12. Operación y Mantenimiento. El Prestatario deberá operar, mantener y reparar las facilidades construidas de conformidad con sanas prácticas de ingeniería, financieras y administrativas, y en tal forma que asegure el logro progresivo y exitoso de los propósitos del Préstamo.

ARTICULO V

Pactos y Garantías Especiales

SECCION 5.01. Contribución del Prestatario al Programa. El Prestatario se compromete a contribuir, de manera satisfactoria a la A.I.D., no menos de RD\$6,919,000 o una suma tal que pueda ser aceptable para la A.I.D.

ARTICULO VI

Adquisiciones

SECCION 6.01. Adquisiciones de los Países Seleccionados del Hemisferio Occidental. A menos que la A.I.D. acordara lo contrario por escrito y excepto como provee la sub-sección 6.08(c) en relación con el seguro marítimo, los desembolsos hechos de acuerdo a la Sección 7.01 serán usados exclusivamente para financiar la adquisición para el Programa de bienes y servicios que tengan su fuente y

origen en los países incluidos en el Código 941 del Código Geográfico de la A.I.D. vigente en el momento en que se coloquen los pedidos o se firmen los contratos para tales bienes y servicios. Los bienes y servicios adquiridos de acuerdo con esta Sección deberán indicarse como "Bienes Seleccionados del Hemisferio Occidental" y "Servicios Seleccionados del Hemisferio Occidental". Todos los embarques marítimos financiados bajo el Préstamo deberán tener tanto su fuente como su origen en países incluidos en el Código 941 del Código Geográfico de la A.I.D. vigente al momento del embarque. No obstante cualquier otra estipulación del Acuerdo, los vehículos de motor a ser adquiridos con fondos del Préstamo deberán ser fabricados en los Estados Unidos.

SECCION 6.02. Adquisición en la República Dominicana. Los desembolsos hechos de acuerdo a la Sección 7.02 serán usados exclusivamente para financiar la adquisición para el Programa de bienes y servicios que tengan ambos su fuente y origen en la República Dominicana.

SECCION 6.03. Fecha de Elegibilidad. A menos que la A.I.D. acordara otra cosa por escrito, ningún bien o servicio podrá finanziarse con este Préstamo si ha sido adquirido conforme a órdenes o contratos colocados firmemente o convenidos con anterioridad a la fecha de vigencia de este Acuerdo.

SECCION 6.04. Bienes y Servicios No Financiados Bajo el

Préstamo. Los bienes y servicios adquiridos para el Programa, pero que no estén financiados por el Préstamo, deberán tener su fuente y origen en los países incluidos en el Código 935 del Libro de Códigos Geográficos de la A.I.D. en vigencia al tiempo en que se colocuen los pedidos para la adquisición de dichos bienes y servicios.

SECCION 6.05. Ejecución de los Requisitos de Adquisición.

Las definiciones aplicables a los requisitos de elegibilidad de las Secciones 6.01, 6.02, y 6.04 serán establecidas en detalle en las Cartas de Ejecución.

SECCION 6.06. Planos, Especificaciones, y Contratos.

(a) A menos que la A.I.D. acordara lo contrario por escrito, el Prestatario deberá suministrar a la A.I.D. prontamente después de su preparación todos los planos, especificaciones, planes de construcción, documentos de concurso y contratos relativos al Programa y cualquier modificación a los mismos, sea o no que los bienes y servicios a que ellos se refieren estén financiados por el Préstamo.

(b) A menos que la A.I.D. acordara lo contrario por escrito, todos los planos, especificaciones y planes de construcción suministrados de acuerdo con la sub-sección (a) de mas arriba, deberán ser aprobados por escrito por la A.I.D.

(c) Todos los documentos de concurso y documentos relacionados con la solicitud de proposiciones sobre bienes y servicios financiados por el Préstamo deberán ser aprobados por la A.I.D. por escrito

antes de su emisión. Todos los planos, especificaciones y otros documentos relacionados con bienes y servicios financiados por el Préstamo deberán estar bajo los términos de las normas y medidas usadas en los Estados Unidos, a menos que la A.I.D. acordara lo contrario por escrito.

(d) Los siguientes contratos financiados por el Préstamo deberán ser aprobados por la A.I.D. por escrito antes de su ejecución:

- (i) contratos para ingeniería y otros servicios profesionales,
- (ii) contratos para servicios de construcción,
- (iii) contratos para cualesquiera otros servicios que la A.I.D. pueda especificar, y
- (iv) contratos para cualesquiera equipos y materiales como la A.I.D. pueda especificar.

En el caso de cualquiera de los contratos para servicios arriba descritos, la A.I.D. deberá aprobar también por escrito el contratista y el personal bajo las órdenes del contratista que la A.I.D. especifique. Modificaciones materiales en cualquiera de dichos contratos y cambio de dicho personal deberán también ser aprobados por la A.I.D. por escrito antes de que sean efectivos.

(e) Las firmas consultoras usadas por el Prestatario para el Programa pero no financiadas por el Préstamo, el alcance de sus servicios y del personal que asigne al Programa como la A.I.D. pueda especificar, así como contratistas de construcción usados por el

Prestatario para el Programa pero no financiados por el Préstamo deberán ser aceptables a la A.I.D., excepto como la A.I.D. pueda acordar otra cosa por escrito.

(f) La A.I.D. se reserva el derecho de aprobar todo personal empleado mediante contrato o de otra forma para prestar asistencia técnica bajo el Programa, dicho personal es financiado con fondos del Préstamo de la A.I.D.

SECCION 6.07 Precio Razonable. Por ninguno de los bienes y servicios financiados total o parcialmente con el Préstamo, se pagarán precios que no fueren razonables, como a cabalidad lo describen las Cartas de Ejecución. Dichos artículos serán obtenidos a base de concursos justos y, excepto por los servicios profesionales, en bases competitivas de conformidad con los procedimientos prescritos en las Cartas de Ejecución.

SECCION 6.08. Embarque y Seguro.

(a) Los Bienes de los Países Seleccionados del Hemisferio Occidental y financiados bajo este Préstamo deberán transportarse a la República Dominicana solamente en buques de países incluidos en el Código 935 del Libro de Códigos Geográficos de la A.I.D. en vigencia cuando se efectúe el embarque. Ninguno de dichos bienes podrá ser transportado en ningún buque marítimo (o avión) (i) que la A.I.D., en un aviso al Prestatario, haya designado como inclegible para transportar bienes financiados por la A.I.D., o (ii) que haya sido fletado para transportar bienes financiados por la A.I.D., a menos que dicho flete haya sido aprobado por la A.I.D.

(b) A menos que la A.I.D. determine que no hay buques comerciales de propiedad privada con bandera de los Estados Unidos de América disponibles a un precio justo y razonable para dichos buques, (i) por lo menos el cincuenta por ciento (50%) del tonelaje bruto de todos los bienes (tanques computados) financiados bajo el Préstamo que pueda ser transportado en buques marítimos deberá transportarse en buques comerciales de propiedad privada con bandera de los Estados Unidos de América, y (ii) por lo menos el cincuenta por ciento (50%) del tonelaje bruto generado por todos los embarques financiados bajo el Préstamo y transportados a la República Dominicana en barcos de carga seca deberán pagarse a o para el beneficio de buques comerciales de propiedad privada con bandera de los Estados Unidos de América. Los requisitos (i) y (ii) indicados arriba deberán cumplirse con respecto tanto a la carga transportada desde puertos estadounidenses como a la carga transportada desde puertos no-estadounidenses computados por separado.

(c) El seguro marítimo sobre Bienes de los Países Seleccionados del Hemisferio Occidental puede ser financiado bajo el Préstamo con desembolsos hechos de conformidad con la Sección 7.01, siempre que (i) tal seguro sea colocado a la tasa competitiva disponible más baja en la República Dominicana o en un país incluido en el Código 941 del Libro de Códigos Geográficos de la A.I.D. vigente al momento de la colocación del seguro, y (ii) reclamaciones por ese

concepto serán pagaderas en la moneda en que fueron financiadas, o en moneda de libre convertibilidad.

Si el Gobierno de la República Dominicana, por estatuto, decreto, regla, reglamento, o práctica discrimina con respecto a compras financiadas por la A.I.D. en contra de cualquier compañía de seguro marítimo autorizada para trabajar en cualquier estado de los Estados Unidos, entonces todos los bienes embarcados al país cooperador financiados bajo el Préstamo deberán asegurarse contra riesgos marinos y dicho seguro se efectuará en los Estados Unidos con una compañía o compañías autorizada a trabajar con seguros marítimos en un estado de los Estados Unidos.

(d) El Prestatario deberá asegurar o hará asegurar todos los Bienes de los Países Seleccionados del Hemisferio Occidental y financiados bajo este Préstamo contra todos los riesgos relacionados con su tránsito al lugar en el cual van a ser utilizados en el Programa. Dicho seguro debe ser emitido con términos y condiciones conforme a sanas prácticas de comercio, deberá asegurar el valor total de los bienes financiados y deberá ser pagadero en la misma moneda en que fueron financiados los bienes o en cualquier moneda que sea libremente cambiable. Cualquier indemnización recibida por el Prestatario bajo dicho seguro deberá ser usada para reponer o reparar cualquier daño material o cualquier pérdida de los bienes asegurados, o deberá ser usada para reembolsar al Prestatario por cualquier reemplazo o reparación de dichos bienes. Cualquier

reemplazo deberá tener su fuente y origen en los países incluidos en el Código 941 del Libro del Código Geográfico de la A.I.D. en vigencia en el momento de colocar los pedidos o en el momento en que se suscriben los contratos para dichos reemplazos, y deberán por lo contrario estar sujetos a las estipulaciones de este Acuerdo.

SECCION 6.09. Notificación a Abastecedores Potenciales. A fin de que todas las firmas de los Estados Unidos tengan la oportunidad de participar en el suministro de bienes y servicios financiados por el Préstamo, el Prestatario deberá suministrar a la A.I.D. la información pertinente y en las ocasiones en que la A.I.D. pueda solicitar las mismas en Cartas de Ejecución.

SECCION 6.10. Información y Marca. El Prestatario deberá dar publicidad al Préstamo y al Programa como un programa de asistencia de los Estados Unidos en promoción de los objetivos de la Alianza para el Progreso, identificará las obras de construcción, y marcará e identificará los bienes financiados por el Préstamo como lo estipulan las Cartas de Ejecución.

SECCION 6.11. Propiedades en Ejercicio del Gobierno de los Estados Unidos. El Prestatario deberá utilizar, con respecto a bienes financiados bajo éste Préstamo sobre los cuales el Prestatario adquiere título de propiedad en el momento de adquisición, las Propiedades Reacendicionadas Pertenecientes al Gobierno de los Estados Unidos conforme a los requisitos del Programa, y que hayan disponibles dentro de un tiempo razonable. El Prestatario deberá solicitar

asistencia de la A.I.D., y la A.I.D. deberá asistir al Prestatario en precisar la disponibilidad de y en obtener dichas Propiedades en Exceso. La A.I.D. hará los arreglos necesarios para cualquier inspección de dichas propiedades por el Prestatario o su representante. El costo de la inspección y de la adquisición, y todos los gastos incidentales a la transferencia al Prestatario de tales Propiedades en Exceso, pueden ser financiados bajo este Préstamo. Con anterioridad a la adquisición de cualesquiera bienes, otros que no sean Propiedades en Exceso, financiados bajo este Préstamo, y después de haber solicitado la asistencia de la A.I.D. el Prestatario deberá indicar a la A.I.D. por escrito, basado en la información disponible en el momento, que dichos bienes no están disponibles de las Propiedades en Exceso Reacondicionadas del Gobierno de los Estados Unidos a tiempo, o que los bienes que están disponibles no son técnicamente apropiados para usarse en el Proyecto.

SECCION 6.12. Empleo de Nacionales de Países No-Seleccionados del Hemisferio Occidental Bajo Contratos de Construcción. El empleo de personal para efectuar servicios bajo cualquier contrato de construcción financiado bajo el Préstamo deberá estar sujeto a ciertos requisitos con respecto a nacionales de países aparte de la República Dominicana y países incluidos en el Código 941 del Código Geográfico de la A.I.D. en vigencia en el momento en que se suscribe el contrato de construcción. Estos requisitos se prescriben en las Cartas de Ejecución.

ARTICULO VII

Desembolsos

SECCION 7.01. Desembolsos para Costos en Dólares de los Estados Unidos - Cartas de Compromiso con Bancos de los Estados Unidos. Al cumplirse los requisitos previos, el Prestatario podrá solicitar ocasionalmente a la A.I.D. la emisión de Cartas de Compromiso por cantidades específicas a favor de uno o mas bancos de los Estados Unidos, satisfactorios a la A.I.D., comprometiéndose la A.I.D. a reembolsar a tal banco o bancos por los pagos efectuados por ellos a los contratistas y abastecedores, mediante Cartas de Crédito u otra forma, por los Costos en Dólares de bienes y servicios adquiridos para el Programa de acuerdo a los términos y condiciones de este Acuerdo. Los pagos del banco al contratista o al abastecedor serán hechos por el banco mediante presentación de la documentación necesaria que la A.I.D. indique en sus Cartas de Compromiso y Cartas de Ejecución. Los costos bancarios incurridos en relación con Cartas de Compromiso y Cartas de Crédito serán por cuenta del Prestatario y podrán ser financiados por el Préstamo.

SECCION 7.02. Desembolsos para Costos en Moneda Local. Una vez que sean satisfechos los requisitos previos, el Prestatario puede ocasionalmente solicitar a la A.I.D. una cantidad en moneda local para Costos en Moneda Local de bienes y servicios para el Programa de acuerdo con los términos y condiciones de este Acuerdo, sometiendo a la A.I.D. la documentación que la A.I.D. requiera en las Cartas de

Ejecución. La A.I.D. deberá efectuar dichos desembolsos en moneda local del país del Prestatario pertenecientes al Gobierno de los Estados Unidos y obtenidos por la A.I.D. con dólares de los Estados Unidos. El equivalente en dólares de los Estados Unidos de la moneda local disponible bajo este Acuerdo será la cantidad de dólares de los Estados Unidos requeridos por la A.I.D. para obtener la moneda local del país del Prestatario,

SECCION 7.03. Otras Formas de Desembolsos. Los desembolsos del Préstamo podrán también efectuarse por otros medios acordados por escrito entre el Prestatario y la A.I.D.

SECCION 7.04. Fecha de Desembolso. Los desembolsos efectuados por la A.I.D. se considerarán hechos (a) en el caso de desembolsos de acuerdo a la Sección 7.01 en la fecha en que la A.I.D. efectúe un desembolso al Prestatario, su designado, o a una institución bancaria de acuerdo a una Carta de Compromiso, y (b) en el caso de desembolsos de acuerdo a la Sección 7.02, en la fecha en que la A.I.D. desembolse la moneda local al Prestatario o a su designado.

SECCION 7.05. Plazo Final para Desembolsos. A menos que la A.I.D. acordara otra cosa por escrito, ninguna Carta de Compromiso u otros documentos de compromiso que podrían ser requeridos por otra clase de desembolso bajo la Sección 7.03 o enmiendas a la misma, será emitida como resultado de solicitudes recibidas por la A.I.D. después de transcurridos 30 meses de la fecha de este Acuerdo, y

ningún desembolso se efectuará contra documentos recibidos por la A.I.D. o por cualquier banco descrito en la Sección 7.01 después de transcurridos 36 meses de la fecha de este Acuerdo. La A.I.D., a su opción, podrá en cualquier momento o momentos después de transcurridos 36 meses de la fecha de este Acuerdo, reducir el Préstamo en su totalidad o cualquier parte del mismo por la cual no se haya recibido documentación a dicha fecha.

ARTICULO VIII

Cancelación y Suspensión

SECCION 8.01. Cancelación por Parte del Prestatario. El Prestatario podrá, mediante notificación por escrito a la A.I.D., cancelar con el previo consentimiento por escrito de la A.I.D. cualquier parte del Préstamo (i) que antes del envío de dicha notificación la A.I.D. no haya desembolsado u obligado su desembolso, o (ii) que no haya sido utilizado mediante la emisión de Cartas de Crédito irrevocables o mediante pagos bancarios que no sean hechos bajo Cartas de Crédito irrevocables.

SECCION 8.02. Casos de Incumplimiento: Aceleración. Si ocurriera uno o más de los siguientes casos ("Casos de Incumplimiento"):

- (a) Que el Prestatario dejara de pagar a su vencimiento cualquier interés o cuota del Capital requerido bajo este Acuerdo;
- (b) Que el Prestatario faltare al cumplimiento de cualquier otra condición de este Acuerdo, incluyendo pero sin limitarse a ello,

la obligación de llevar a cabo el Programa con la debida diligencia y eficiencia de la manera acordada en este Acuerdo;

(c) Que el Prestatario faltare al pago a su vencimiento de cualquier interés o cuota del Capital, o cualquier otro pago bajo cualquier otro acuerdo de préstamo, cualquier acuerdo de garantía, o cualquier otro acuerdo entre el Prestatario o cualquiera de sus agencias y la A.I.D. o cualquiera de sus agencias anteriores, entonces la A.I.D. puede, a su opción, informar por escrito al Prestatario que todo o cualquier parte del Capital ha sido declarado vencido y debe ser pagado a la A.I.D. en sesenta (60) días a partir de la fecha de notificación y, a menos que el Caso de Incumplimiento sea corregido dentro de esos sesenta (60) días:

- (i) Dicho Capital adeudado y no pagado y cualquier interés devengado se tendrá por vencido y deberá ser pagado inmediatamente; y
- (ii) La cantidad de cualesquiera otros desembolsos pendientes de pago hechos bajo Cartas de Crédito irrevocables será declarada vencida y será pagadera al momento de ser efectuada.

SECCION 8.03. Suspensión de Desembolsos. En caso de que en cualquier momento:

- (a) Ocurra un Caso de Incumplimiento.
- (b) Ocurra un caso que la A.I.D. considere como una situación extraordinaria que hiciese improbable que los propósitos de este

Préstamo pudieran realizarse, o que el Prestatario no pueda cumplir con sus obligaciones con este Acuerdo; o

(c) Cualquier desembolso por la A.I.D. fuese violatorio de la ley que gobierna a la A.I.D.,

(d) El Prestatario faltare al pago de cualquier interés devengado o cuota del Capital vencido, o cualquier otro pago requerido bajo cualquier otro acuerdo de préstamo, o cualquier convenio de garantía, o cualquier otro acuerdo entre el Prestatario o cualquiera de sus agencias y el Gobierno de los Estados Unidos o cualquiera de sus agencias;

Entonces la A.I.D. podrá, a su opción:

(i) Suspender o cancelar documentos obligatorios pendientes hasta el grado en que no hayan sido utilizados mediante la emisión de Cartas de Crédito irrevocables o mediante pagos bancarios efectuados de otra manera que no sean Cartas de Crédito irrevocables, en cuyo caso la A.I.D. notificará al Prestatario inmediatamente después;

(ii) Declinar hacer desembolsos que no sean los cubiertos por documentos de compromiso pendientes;

(iii) Declinar emitir documentos de compromiso adicionales; y

(iv) Hacerse cargo, a su propio costo, de los títulos de propiedad de los bienes financiados bajo este Préstamo, que sean transferidos a la A.I.D. si los

bienes provienen de una fuente fuera de la República Dominicana, se encuentran en estado de entrega, y no han sido descargados en puertos de entrada de la República Dominicana. Cualquier desembolso hecho o por hacerse bajo este Préstamo relacionado con la transferencia de estos bienes será deducido del Capital.

SECCION 8.04. CANCELACIÓN POR PARTE DE LA A.I.D. A continuación de cualquier suspensión de desembolso de conformidad con la Sección 8.03, si la causa o causas que motivaron dicha suspensión dada desembolsos no han sido eliminadas o corregidas dentro de los siguientes sesenta (60) días a partir de la fecha de tal suspensión, la A.I.D. puede, a su opción, en cualquier momento de ahí en adelante, cancelar todo o cualquier parte del Préstamo que no hubiere sido desembolsado o sujeto a Cartas de Crédito irrevocables.

SECCION 8.05. Efectividad Continua del Acuerdo. No obstante cualquier cancelación, suspensión de desembolso, o aceleración de pago de amortizaciones, las disposiciones de este Acuerdo deberán continuar con toda fuerza hasta que se efectúe el pago total a la A.I.D. del Capital y cualquier interés vencido y acumulado bajo este Acuerdo.

SECCION 8.06. Reembolsos

(a) En el caso de cualquier desembolso que no esté respaldado por documentación válida de conformidad con los términos de este

Acuerdo, o que no haya sido hecho o usado de conformidad con los términos de este Acuerdo, la A.I.D., a pesar de la disponibilidad o ejercicio de cualquier otra acción prevista por este Acuerdo, puede requerir al Prestatario que reembolse a la A.I.D. tal cantidad en dólares de los Estados Unidos dentro de treinta (30) días a partir de la fecha de recibo del requerimiento. Tal cantidad deberá ser aplicada, primero para el costo de bienes y servicios adquiridos para el Programa de conformidad con los términos de este Acuerdo, por la cantidad justificada; el resto, deberá ser aplicado a las amortizaciones del Capital, pagaderos a la A.I.D. en orden inverso a su vencimiento, y la cantidad del Préstamo deberá ser reducida por la cantidad pagada. Sin tomar en cuenta cualquier otra estipulación de este Acuerdo, el derecho de la A.I.D. a solicitar un reembolso con respecto a cualquier desembolso bajo el Préstamo deberá continuar por los cinco años subsiguientes a la fecha de dicho desembolso.

(b) En el caso de que la A.I.D. reciba un reembolso de cualquier contratista, abastecedor, o institución bancaria, o de cualquier otra tercera parte en conexión con el Préstamo, con respecto a bienes o servicios financiados bajo el Préstamo, y tal reembolso se relaciona con precios no razonables de bienes o servicios, o a bienes que no estuvieran de acuerdo con las especificaciones, o a servicios inadecuados, la A.I.D. aplicará tal reembolso disponible, primero, al costo de bienes y servicios adquiridos para el Programa

de conformidad con el Acuerdo hasta por la cantidad justificada, y el sobrante será aplicado al pago de las amortizaciones restantes del Capital en un orden inverso a su vencimiento y la suma del Prestamista deberá ser reducida por la cantidad pagada.

SECCION 8.07. Gastos de Recaudación. Todos los gastos razonables incurridos por la A.I.D., exceptuando los salarios de su personal, en relación con la recaudación de cualquier reembolso o en relación con la recaudación de cantidades adeudadas a la A.I.D. por haber ocurrido cualquiera de los casos especificados en la Sección 8.02, podrán ser cargados al Prestatario y reembolsados a la A.I.D. según la A.I.D. lo especifique.

SECCION 8.08. Recursos No Renunciables. Ninguna demora en el ejercicio u omisión de ejercer cualquier derecho, poder, o recurso otorgado a la A.I.D. bajo este Acuerdo será interpretado como una renuncia de dichos recursos, poderes o derechos.

ARTICULO IX

Varios

SECCION 9.01. Comunicaciones. Cualquier aviso, solicitud, comunicación, o documento entregado, hecho o enviado por el Prestatario o la A.I.D. de conformidad con este Acuerdo, será hecho por escrito o por telegrama, cable o radiograma y se considerará como debidamente entregado, hecho o enviado a la parte a quien va dirigida

cuando haya sido entregado en sus manos, por correo, telegrama, cable o radiograma a dicha parte en las siguientes direcciones:

AL PRESTATARIO:

Dirección Postal: Secretaría de Estado de
Salud Pública y Asistencia Social
Santo Domingo, República Dominicana

Dirección Cablegráfica: Salud Pública, Santo Domingo

A LA A.I.D..

Dirección Postal: Misión de la A.I.D. para la
República Dominicana
Santo Domingo, República Dominicana

Dirección Cablegráfica: USAID Santo Domingo

Estas direcciones podrán ser substituidas por otras previo aviso a las partes indicadas anteriormente. Toda comunicación, documento o solicitud que sea enviada a la A.I.D. conforme a este Acuerdo, deberá ser escrita en inglés, excepto que la A.I.D. acordara otra cosa por escrito.

SECCION 9.02. Representantes. Para todos los propósitos relacionados con este Acuerdo, el Prestatario será representado por la persona que ocupe o actúe en la posición de Secretario de Estado de Salud Pública y Asistencia Social, y la A.I.D. será representada por la persona que ocupe o actúe en la posición de Director de la Misión de la A.I.D. en la República Dominicana. Dichas personas tendrán la autoridad de designar por escrito representantes adicionales. En el caso de una substitución u otra designación de un

representante de conformidad con este Acuerdo, el Prestatario deberá someter un certificado del nombre del representante y un facsímil de su firma en forma y substancia satisfactorias a la A.I.D. Hasta que la A.I.D. reciba por escrito la notificación de la revocación de la autoridad de cualquiera de los representantes legalmente autorizados del Prestatario designados de acuerdo a esta Sección, la A.I.D. aceptará la firma de dicho representante o representantes como evidencia concluyente de que cualquier acción efectuada por dichos instrumentos está legalmente autorizada.

SECCION 9.03. Cartas de Ejecución. La A.I.D. de vez en cuando emitirá Cartas de Ejecución, las cuales prescribirán los procedimientos que se aplicarán en relación a la ejecución de este Acuerdo.

SECCION 9.04. Pagarés. En cualquier momento o momentos que la A.I.D. así lo solicite, el Prestatario deberá emitir pagarés o cualquier otra evidencia de deuda con respecto al Préstamo, en tal forma que contenga los términos de dichos adeudos, amparados por las opiniones legales que la A.I.D. pudiera razonablemente solicitar.

SECCION 9.05. Versiones en Castellano e Inglés. En caso de que las partes de este Acuerdo también formalicen el Acuerdo en castellano, en caso de ambiguedad o conflicto entre la versión en inglés y la versión en castellano, la versión en inglés de este Acuerdo prevalecerá.

SECCION 9.06. Cancelación del Pago Total. Despues del pago total adeudado a la A.I.D. del Capital y de cualquier interés acumulado, este Acuerdo y todas las obligaciones del Prestatario y de la A.I.D. bajo este Acuerdo de Préstamo se darán por terminadas.

EN FE DE LO CUAL, el Prestatario y los Estados Unidos de América, actuando cada uno por medio de sus respectivos representantes debidamente autorizados, han convenido que este Acuerdo sea firmado en sus nombres y entregado en el dia y año señalados en el comienzo de este documento.

EL GOBIERNO DE LA REPUBLICA
DOMINICANA

POR:

Joaquín Balaguer
Presidente

POR:

Carlos Rojas Badía
TITULO: Secretario de Estado de
Salud Pública y
Asistencia Social

POR:

Manuel de Jesús Viñas Cáceres
TITULO: Secretario de Estado de
Agricultura

EL GOBIERNO DE LOS ESTADOS
UNIDOS DE AMERICA

POR:

Robert A. Hurwitz
TITULO: Embajador

POR:

John B. Robinson
TITULO: Director, Misión de
la A.I.D. para la
República Dominicana

ANEXO IDescripción del Programa**I. ANTECEDENTES Y OBJETIVOS****A. Antecedentes**

La Evaluación Dominicana del Sector Salud, llevada a cabo bajo los auspicios de la Secretaría de Estado de Salud Pública y Asistencia Social, ha examinado comprensivamente los mayores problemas de salud que afectan al pueblo dominicano, especialmente al sector más pobre de la población. La evaluación concluyó que estos problemas, i.e., desnutrición, enfermedades contagiosas, fecundidad excesiva, y embarazos no deseados, pueden ser combatidos con éxito, siempre y cuando varios factores importantes identificados en dicha evaluación puedan ser enfrentados y superados. Los factores son:

- (a) La seria dificultad que tiene SESPAS en administrar su sistema de salud pública y realizar su política y su rol de planeamiento;
- (b) La ausencia de un programa efectivo a bajo costo de gran penetración para llevar servicios de salud pública a ese sector de la población que más lo necesita, i.e., el sector mayoritario pobre;
- (c) La falta de un programa coherente de nutrición; y
- (d) La falta de agua potable y sistemas de alcantarillados en todo el país.

El Gobierno de la República Dominicana ha reconocido que los problemas de salud y el excesivo crecimiento de la población tienen una alta prioridad que requieren la acrecentada inversión de recursos domésticos y extranjeros. En consecuencia, el propósito de este Préstamo es ayudar al Gobierno, actuando por medio de la Secretaría de Salud, en sus esfuerzos por superar progresivamente tres de los mayores factores identificados más arriba.^{1/}

Programa

La meta del Programa es mejorar la salud del sector más pobre de la sociedad dominicana, aproximadamente 1.8 millones de personas que no están amparadas por el sistema de salud pública existente (el "grupo poblacional objetivo") a fin de crear un clima que favorezca la declinación de la fecundidad y reduzca la tasa de crecimiento de la población. Los elementos del programa descrito más adelante han sido formulados como un esfuerzo cooperativo entre el Prestatario y la A.I.D. para ayudar a alcanzar estos objetivos por medio de:

- (a) reducir las tasas de mortalidad infantil y de niños pre-escolares, así como la tasa bruta de natalidad en aquellas áreas geográficas sujetas a la actividad del programa;
- (b) ayudar a la Secretaría de Salud a mejorar su función en la administración de su sistema de salud pública y a realizar su política y rol de planeamiento en el sector de salud; y

1/ Con respecto a (d), los mayores programas de agua potable financiados localmente y por otros donantes internacionales están en progreso o bajo consideración.

- (c) Desarrollar un programa de nutrición a fin de mejorar a largo plazo la condición nutricional del país.

El Programa apoyado por este Préstamo, derivado de los hallazgos de la Evaluación Dominicana del Sector Salud y diseñado para enfrentar los problemas más críticos de salud, consiste de los tres Elementos del Programa que aparecen en la Sección 1.02 de este Acuerdo, i.e., un sistema de servicios de salud de bajo costo, actividades de nutrición, y medidas de reformas administrativas dentro de la Secretaría de Salud.

II. EJECUCION DEL PRESTAMO

A. General

1. El Programa a ser financiado por el Gobierno de la República Dominicana y por este Préstamo será llevado a cabo por las agencias y organizaciones especificadas en la Sección 1.03 de éste Acuerdo. La Secretaría de Estado de Salud Pública y Asistencia Social designada en la Sección 9.02 del Acuerdo de Préstamo como representante del Prestatario, será la Agencia Ejecutora principal con el propósito de dirigir las actividades a ser desarrolladas de conformidad con este Acuerdo.

2. Una evaluación anual del Programa será completada en conjunto con la AID de conformidad con la Sección 4.04 de este Acuerdo, en una fecha a ser especificada por medio de una Carta de Ejecución.

B. Costos del Programa

1. El costo total del Programa es RD\$11,719,274 con las contribuciones del Prestatario y las de la AID identificadas en la Tabla I. Las cantidades que aparecen como contribuciones del Prestatario y de la AID al Programa, serán presupuestadas y hechas disponibles de conformidad con la Tabla I.

2. La contribución del Prestatario será en adición a los presupuestos operacionales regulares de las Agencias Ejecutoras individuales.

3. Los pesos o dólares programados para ser desembolsados en un año calendario dado de conformidad a las estipulaciones de este Anexo, pueden, con la aprobación de la AID, ser desembolsados en el año calendario precedente o subsiguiente, siempre que dicho cambio sea de conformidad con las necesidades del Programa, y siempre que se mantenga la relación general entre las contribuciones del Prestatario y las de la AID. Cualquier reducción en la contribución anual del Prestatario de aquella mostrada en la Tabla I, será hecha con el consentimiento de la AID, y puede afectar la disponibilidad de la contribución de la AID para ese año.

TABLA I
(1,000s)
(\$ equiv.)

Costos Agregados del Programa

	<u>1976^{2/}</u>	<u>1977</u>	<u>1978</u>	<u>Total</u>
<u>AID</u>				
Dólares	1,022	1,313	1,092	3,427
Pesos	458	559	356	1,373
<u>CORD</u>				
Pesos	1,262	2,517	3,140	6,919
	<u>2,742^{3/}</u>	4,389	4,588	11,719

2/ Toda referencia a años, significa año calendario.

3/ Como el Peso Dominicano y el Dólar Americano están a la par, el costo del Programa aparece reflejado como una suma agregada, sin distinción entre las dos monedas.

4. Por mutuo acuerdo escrito entre el Prestatario y la AID, las cantidades mostradas de aquí en adelante en este Anexo para uso de una Agencia Ejecutora para un Elemento de Programa, Actividad y Sub-Actividad determinado, pueden ser reasignados a otra Agencia Ejecutora o Elemento de Programa, Actividad o Sub-Actividad. Cualquier cambio de ésta índole será reflejado en un cambio apropiado en los objetivos de la ejecución.

C. Descripción del Programa - General

Para propósitos de ejecución del Programa en general y para las provisiones precedentes de ajuste, los Elementos de Programa, Actividades, y Sub-Actividades serán como sigue:

<u>Elemento de Programa</u>	<u>Actividad y Sub-Actividad^{4/}</u>	<u>Agencia Ejecutora</u>
1. Sistema de Servicio de Salud de bajo costo	a. Programa Servicio Básico de Salud (SBS) 1. Servicio Básico de Salud Rural (SBSR) 2. Servicio Básico de Salud Urbana (SBSU)	Servicio Nacional para la Erradicación de la Malaria (SNEI) de la Secretaría de Salud Pública.
2. Nutrición	a. Establecimiento de una Oficina de Coordinación de Nutrición. b. Investigación 1. Estudio de Patrones de Comportamiento y Creencias Sobre Alimentos c. Programa Nacional de Educación Nutricional 1. Comunicación de Masas 2. Seminarios de Nutrición 3. Adiestramiento de Participantes d. Programa Rural de Recuperación Alimentaria e. Desarrollo de un Programa de Alimentación Suplementaria	Oficina de Coordinación Nutricional (OCN) de la Secretaría de Agricultura.

<u>Elemento de Programa</u>	<u>Actividad y Sub-Actividad^{4/}</u>	<u>Agencia Ejecutora</u>
3. Desarrollo Institucional de la Secretaría de Salud	a. Oficina Técnica de Reforma Administrativa b. Desarrollo de Recursos Humanos y Administración de Personal c. Planificación, Programación, y Evaluación d. Sistemas de Información. 1. Bioestadísticas 2. Procedimientos de Auditoría e. Administración de Servicios de Salud f. Mantenimiento g. Aprovisionamiento h. Transportación	Secretaría de Estado de Salud Pública y Asistencia Social.

D. Descripción del Programa por Elemento**1. Sistema de Servicio de Salud a Bajo Costo - SBS****a) Propósito**

Establecer un sistema de servicio de salud a bajo costo para aproximadamente 1.8 millones de personas pobres de las zonas urbanas y rurales que no están siendo beneficiadas por el sistema de salud pública existente.

b) Contribución Financiera

El Prestatario y la AID contribuirán las cantidades específicas más adelante durante los años indicados para financiar el Elemento del Programa de Servicios Básicos de Salud a Bajo Costo.

^{4/} Las Actividades están precedidas por letras, y las Sub-Actividades por números.

TABLA II
(1,000s)
(\$ equiv.)

Elemento: Sistema de Servicio de Salud a Bajo Costo

	1976	1977	1978	Total
<u>AID</u>				
Dólares	140	472	513	1,125
Pesos	122	223	176	521
<u>GORD</u>				
Pesos	586	1,732	2,443	4,743
	830	2,427	3,132	6,389

c) Gastos de la Actividad

Los fondos del Programa serán usados para la Actividad del Servicio Básico de Salud que comprende las Sub-Actividades de Servicio Básico de Salud Rural y Servicio Básico de Salud Urbana, de la siguiente manera durante los períodos que se muestran.

TABLA III
(\$ equiv.)

Actividad: Servicio Básico de Salud (SBS)

	1976	1977	1978	Total
<u>Sub-Actividad</u>				
Servicio Básico de Salud Rural (SESR)	627,514	2,160,435	2,741,640	5,529,589
Servicio Básico de Salud Urbana (SBSU)	202,768	265,816	390,294	858,878
	830,282	2,426,251	3,131,934	6,388,467

d) Ejecución

El objetivo del Programa del SBS es llevar servicios básicos de salud al grupo poblacional objetivo en las áreas en que ellos residen. El SBS estará compuesto de dos unidades operacionales, el Servicio Básico de Salud Urbana, el cual operará en las zonas urbanas pobres de Santo Domingo y Santiago, y el Servicio Básico de Salud Rural, el cual funcionará en las zonas rurales de todas las cinco regiones de salud del país.

El Servicio Básico de Salud será establecido como una rama del Servicio Nacional de Erradicación de la Malaria. Su personal incluirá un Director, quien será responsable de los programas del SBSR y el SBSU, cinco enfermeras regionales que tendrán autoridad de supervisión sobre el programa de SBSR en las regiones en que estén asignadas, y otras personas u organizaciones que se necesiten para ayudar a llevar a cabo el programa de SBSU. Además, habrá 25 Supervisoras de Auxiliares de Enfermería, 400 Auxiliares de Enfermería, y 4,500 promotoras, empleados por el SBS, quienes proveerán los servicios de salud planeados por el programa por medio de las unidades operacionales del SBSR y el SBSU.

Las promotoras serán mujeres nominadas por las comunidades en que ellas residen y proporcionarán servicios de salud tales como: colección de datos demográficos básicos, ayuda en nutrición, cuidados pre-natales, inmunización, rehidratación oral de niños, tratamiento de infecciones respiratorias simples, cooperación con las comadronas, y ayuda en planificación de la familia. Será mantenida la

debida coordinación con el sistema existente de salud pública de SESPAS para asegurar el funcionamiento de un sistema adecuado de referido para pacientes cuyas enfermedades sean muy serias para ser tratadas bajo el Programa Básico de Salud, y para asegurar la coordinación adecuada de los dos sistemas para lograr la máxima efectividad.

A fin de proveer los servicios antes mencionados, el personal operacional del SBS recibirá adiestramiento. Además, para asegurar la efectiva operación del programa, éste será iniciado en una región del país (Región IV), y más tarde será extendido a todo el país tomando en consideración la capacidad administrativa del SBS y la experiencia adquirida durante la operación de la primera región geográfica.

/

2. Nutrición

a) Propósito

Mejorar a largo plazo el estado nutricional del país, desarrollando un programa de nutrición que incluye el establecimiento de una Oficina de Coordinación de Nutrición, emprender un programa de educación a nivel nacional, un programa de recuperación nutricional en las zonas rurales, un programa de investigación y el desarrollo de un programa de suplementos de alimentos.

b) Contribución Financiera

El Prestatario y la AID contribuirán las cantidades especificadas más adelante durante los años indicados para financiar el Elemento de Nutrición del Programa.

TABLA IV
(\$'000s)
(\$ equiv.)

<u>Elemento: Nutrición</u>				
	1976	1977	1978	Total
<u>AID</u>				
Dólares	94	176	168	435
Pesos	130	129	62	321
<u>GODR</u>				
Pesos	151	258	264	673
	375	560	494	1,429

c) Gastos de las Actividades

Los fondos del Programa serán utilizados para las varias actividades del Elemento de Nutrición del Programa en la siguiente manera durante los períodos que se señalan:

TABLA V
(\$ equiv.)

<u>Elemento: Nutrición</u>				
	1976	1977	1978	Total
<u>Actividad y Sub-Actividad</u>				
1. Oficina de Coordinación de Nutrición	88,200	115,980	158,100	362,280
2. Educación de Nutrición Nacional				
a. Programa de Comunicación de Masas (Divulgación General)	70,700	56,000	56,000	182,700
b. Seminarios de Nutrición	5,060	5,060	5,060	15,180
c. Adiestramiento de Participantes	33,250	61,750	28,500	123,500
3. Programa de Recuperación Nutricional Rural	47,140	103,860	122,620	273,620

	1976	1977	1978	Total
4. Investigación	68,000	52,000	-	120,000
5. Estudio de Factibilidad de suplemento de ali- mentos	62,400	165,000	124,	351,600
	374,750	559,650	494,480	1,428,880

d) Implementación

1) Establecimiento de una Oficina de Coordinación de Nutrición

Durante el curso de la ejecución del préstamo, se organizará una Oficina de Coordinación de Nutrición, la cual con el tiempo, será capaz de formular la política y los programas nacionales de nutrición. Esta oficina será establecida en la Secretaría de Estado de Agricultura y funcionará como la agencia sub-ejecutora para llevar a cabo el componente de nutrición del Programa. La OCN iniciará sus operaciones con un personal profesional escaso, consistiendo de un Director y un número limitado de personal de apoyo. Este personal será suplementado durante el curso del Préstamo para incluir especialistas tales como nutricionista, médico, especialista en mercadeo, dietista, economista agrícola, estadístico, economista y el personal apropiado administrativo. Se proveerá asistencia técnica para aconsejar, adiestrar y elevar la competencia profesional de esta oficina. La OCN en el cumplimiento de sus deberes, coordinará estrechamente sus actividades con las Secretarías de Salud y Educación.

2). Educación Nacional de Nutrición

Esta actividad consiste de las siguientes sub-actividades: (a) Un programa radial de información general para llegar al grupo poblacional objetivo por medio de programas educacionales sobre mejores prácticas de nutrición; (b) una serie de seminarios nacionales para ayudar a crear un entendimiento del problema de nutrición; y (c) adiestramiento para mejorar la capacidad de los profesionales especializados en nutrición.

(a) Programa de Comunicación de Masas (Divulgación General)

La OCN contratará la entidad o entidades apropiadas para diseñar y ejecutar un programa de divulgación general y una campaña de educación sanitaria. La campaña, a ser dirigida primordialmente a las zonas rurales y urbanas pobres, consistirá primordialmente de un programa radial de vasta difusión a ser desarrollado por el contratista, el cual buscará cambiar las actitudes del grupo poblacional objetivo sobre asuntos tales como alimentos y prácticas de preparación de los mismos, higiene personal, y la necesidad de incorporar la salud, la planificación de la familia, y la nutrición a sus actividades diarias. El programa será desarrollado en una manera tal que apoye los esfuerzos de educación nutricional de las promotoras bajo el programa del SBS.

(b) Seminarios de Nutrición

Se celebrarán bajo esta sub-actividad aproximadamente un seminario anualmente al que se invitarán altos oficiales del gobierno, líderes comerciales y profesionales, y la prensa. Además, se efectuarán, según sea apropiado, seminarios a nivel regional para los líderes locales.

(c) Adiestramiento de Participantes

Será iniciado por la OCN un programa de adiestramiento sobre nutrición a nivel profesional para personas seleccionadas de universidades, oficinas claves del gobierno, y otras instituciones según sea apropiado. Durante el curso del programa, se proporcionarán aproximadamente 13 años-hombres de adiestramiento a personal tal como médicos, enfermeras, economistas, y nutricionistas.

3) Programa de Educación Nutricional Rural

La OCN coordinará el personal y la iniciación de operaciones de cinco centros de demostración de recuperación nutricional en las cinco regiones de salud del país, primordialmente para servir como centros educacionales para el personal del SBS, y segundo para ayudar en la rehabilitación de un número limitado de niños desnutridos.

4) Investigación

La OCN contratará con instituciones apropiadas, tales como universidades y consultores técnicos, para hacer estudios sobre los determinantes de la desnutrición y el costo-efectividad de los programas de nutrición presentes y futuros. Uno de estos proyectos de investigación, ya identificado, será un estudio sobre "creencias/patrones de conducta en relación con los alimentos" el cual, entre otras cosas, proveerá información básica útil para los programas de divulgación general y de suplementos alimenticios.

5) Desarrollo de Suplementos de Alimentos

Bajo esta actividad, se desarrollarán suplementos de alimentos capaces de ser vendidos en el mercado para niños menores de dos años, mujeres embarazadas y madres que amamantan. Estos productos alimen-

ticos serán diseñados para ser de bajo costo y altamente nutritivos. La OCN contratará con un consultante calificado para llevar a cabo un estudio abarcador de factibilidad, el cual cubrirá los factores técnicos, administrativos, financieros, sociales y económicos implicados en la ejecución de un programa de suplementos de alimentos. El informe final del contratista consistirá de una serie de alternativas de estrategias y recomendaciones, entre las cuales el Gobierno pueda seleccionar los métodos más ventajosos para iniciar este programa.

3. Desarrollo Institucional de la Secretaría de Salud

a) Propósito

Mejorar las prácticas administrativas y gerenciales de la Secretaría de Salud para aumentar la efectividad de su sistema de cuidados de la salud pública y cumplir con su política y su papel de planeamiento.

b) Contribución Financiera

El Prestatario y la AID contribuirán las cantidades especificadas más adelante durante el año indicado para financiar el Elemento de Desarrollo Institucional del Programa.

TABLA VI
(1,000s).

Elemento: Desarrollo Institucional de SESPAS

	1976	1977	1978	Total
<u>AID</u>				
Dólares	788	593	410	1,791
Pesos	206	207	119	532
<u>GORD</u>				
Pesos	543	528	432	1,503
	1,537	1,328	961	3,826

c) Gastos de la Actividad

Los fondos del Programa serán utilizados durante los períodos indicados para el Elemento de Reforma Institucional del Programa, de la siguiente manera:

TABLA VII
(\$ equiv.)

Elemento: Reforma Institucional de SESPAS

	1976	1977	1978	Total
<u>Actividad y Sub-Actividad</u>				
(a) Desarrollo de Recursos Humanos, incluyendo Adiestramiento	224,420	285,147	131,873	541,440
(b) Administración de Personal	86,280	56,780	45,930	188,990
(c) Planeamiento, Programación y Evaluación	93,000	92,900	36,600	222,500
(d) Sistemas de Información				
1) Bioestadísticas	15,850	10,750	4,300	30,900
2) Auditoría	27,700	42,800	48,700	119,200
(e) Administración de Servicios de Salud	121,300	164,400	111,850	397,550
(f) Mantenimiento	510,420	296,020	217,800	1,024,240
(g) Aprovisionamiento	63,900	14,050	-	77,950
(h) Transportación	16,500	-	-	16,500
(i) Oficina Técnica de Reforma Administrativa	377,700	364,700	364,700	1,107,100
	1,537,070	1,327,547	961,753	3,826,370

d) Ejecución

Para ayudar a la Secretaría de Salud a llevar a cabo una extensa reforma de sus operaciones, será establecida una Oficina Técnica de Reforma Administrativa dentro de la Secretaría. La Oficina Técnica consistirá de un Director y dos ayudantes, además del personal de oficina necesario. Las responsabilidades de la Oficina Técnica incluirán lo siguiente:

1) El desarrollo de un plan anual operacional y de un presupuesto para la Reforma, a ser completados a más tardar en el mes de octubre de cada año para realizarse en el año calendario siguiente. Las actividades de la reforma recomendadas en el plan operacional, después de haber sido aprobadas por la Secretaría de Salud y por la AID, serán incorporadas a un plan de trabajo formal para ser ejecutado con los fondos del programa.

2) Informar al Secretario regularmente del progreso del programa, y

3) Evaluaciones periódicas del progreso de la reforma.

Para ayudar en este esfuerzo, será contratado un grupo de consultores extranjeros para trabajar en la Oficina Técnica y para proveer ayuda a las distintas oficinas operacionales de SESPAS, según apropiado. El programa de reforma afectará una serie de funciones claves administrativas que atraviesan los niveles programáticos y organizacionales de la Secretaría. Las áreas funcionales a ser objeto de atención bajo este Elemento del Programa incluirán lo siguiente:

- a) Sistemas para el desarrollo de los recursos humanos y administración de personal;
- b) Sistemas de planeamiento, programación y evaluación;
- c) Sistemas de información, incluyendo bioestadísticas y procedimientos de auditoría;
- d) Sistemas de mantenimiento, transportación y aprovisionamiento.

E. Otros

De la contribución de la AID, por un total de \$4,800,000, la cantidad de \$75,557 no ha sido presupuestada para propósitos específicos en los tres elementos del Programa; estos fondos serán asignados para satisfacer requisitos operacionales imprevistos del programa por medio de una carta de ejecución subsiguiente.

MULTILATERAL
General Agreement on Tariffs and Trade

*Tenth procès-verbal extending the declaration of
November 12, 1959, on the provisional accession
of Tunisia to the General Agreement.*

*Done at Geneva November 21, 1975;
Effective with respect to the United States of America and Tunisia
January 19, 1976.*

GENERAL AGREEMENT ON TARIFFS AND TRADE

ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

TENTH PROCES-VERBAL

EXTENDING THE DECLARATION
ON THE PROVISIONAL ACCESSION OF TUNISIA
TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

DIXIEME PROCES-VERBAL

PROROGANT LA VALIDITE DE LA DECLARATION CONCERNANT
L'ACCESSION PROVISOIRE DE LA TUNISIE A L'ACCORD GENERAL
SUR LES TARIFS DOUANIERS ET LE COMMERCE

21 November 1975
Geneva

TENTH PROCES-VERBAL EXTENDING THE DECLARATION ON
THE PROVISIONAL ACCESSION OF TUNISIA

The parties to the Declaration of 12 November 1959 on the Provisional Accession of Tunisia [1] to the General Agreement on Tariffs and Trade (hereinafter referred to as "the Declaration" and "the General Agreement" [2] respectively),

ACTING pursuant to paragraph 6 of the Declaration,

AGREE that

1. The validity of the Declaration is extended by changing the date in paragraph 6 to "31 December 1977".

2. This Procès-Verbal shall be deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement. It shall be open for acceptance, by signature or otherwise, by Tunisia and by the participating governments. It shall become effective between the Government of Tunisia and any participating government as soon as it shall have been accepted by the Government of Tunisia and such government. [3]

3. The Director-General shall furnish a certified copy of this Procès-Verbal and a notification of each acceptance thereof to the Government of Tunisia and to each contracting party to the General Agreement.

DONE at Geneva this twenty-first day of November, one thousand nine hundred and seventy-five in a single copy in the English and French languages, both texts being authentic.

¹ TIAS 4498, 7810; 11 UST 1538, 25 UST 616.

² TIAS 1700; 61 Stat., pts. 5 and 6.

³ Accepted by the United States Jan. 19, 1976, and by Tunisia Jan. 8, 1976, effective with respect to the United States and Tunisia Jan. 19, 1976.

DIXIEME PROCES-VERBAL PROROGANT LA VALIDITE DE
LA DECLARATION CONCERNANT L'ACCESSION
PROVISOIRE DE LA TUNISIE

Les parties à la Déclaration du 12 novembre 1959 concernant l'accession provisoire de la Tunisie à l'Accord général sur les tarifs douaniers et le commerce (instruments ci-après dénommés "la Déclaration" et "l'Accord général", respectivement),

AGISSANT en conformité du paragraphe 6 de la Déclaration,

SONT CONVENUES des dispositions suivantes:

1. La validité de la Déclaration est prorogée, la date mentionnée au paragraphe 6 étant remplacée par la date du "31 décembre 1977"

2. Le présent Procès-verbal sera déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général. Il sera ouvert à l'acceptation, par voie de signature ou autrement, de la Tunisie et des gouvernements participants. Il prendra effet entre le gouvernement de la Tunisie et tout gouvernement participant dès que le gouvernement de la Tunisie et ledit gouvernement participant l'auront accepté.

3. Le Directeur général délivrera copie certifiée conforme du présent Procès-verbal au gouvernement de la Tunisie et à chaque partie contractante à l'Accord général et leur donnera notification de toute acceptation dudit Procès-verbal.

FAIT à Genève, le vingt et un novembre mil neuf cent soixantequinze, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi.

<i>For the Argentine Republic.</i>	<i>Pour la République Argentine.</i>
<i>For the Commonwealth of Australia.</i>	<i>Pour le Commonwealth d'Australie :</i>
<i>For the Republic of Austria.</i>	<i>Pour la République d'Autriche.</i>
<i>For the People's Republic of Bangladesh.</i>	<i>Pour la République populaire de Bangladesh.</i>
<i>For Barbados</i>	<i>Pour la Barbade.</i>
<i>For the Kingdom of Belgium.</i>	<i>Pour le Royaume de Belgique :</i>
<i>For the Federative Republic of Brazil.</i>	<i>Pour la République fédérative du Brésil.</i>
<i>For the Socialist Republic of the Union of Burma.</i>	<i>Pour la République socialiste de l'Union birmane.</i>
<i>For the Republic of Burundi</i>	<i>Pour la République du Burundi</i>
<i>For the United Republic of Cameroon.</i>	<i>Pour la République unie du Cameroun.</i>
<i>For Canada.</i>	<i>Pour le Canada.</i>
<i>For the Central African Republic.</i>	<i>Pour la République centrafricaine :</i>
<i>For the Republic of Chad.</i>	<i>Pour la République du Tchad</i>
<i>For the Republic of Chile.</i>	<i>Pour la République du Chili</i>
<i>For the Republic of Colombia.</i>	<i>Pour la République de Colombie</i>
<i>For the People's Republic of the Congo</i>	<i>Pour la République populaire du Congo</i>
<i>For the Republic of Cuba.</i>	<i>Pour la République de Cuba.</i>
<i>For the Republic of Cyprus.</i>	<i>Pour la République de Chypre.</i>
<i>For the Czechoslovak Socialist Republic.</i>	<i>Pour la République socialiste tchécoslovaque :</i>
<i>For the Republic of Dahomey</i>	<i>Pour la République du Dahomey</i>
<i>For the Kingdom of Denmark.</i>	<i>Pour le Royaume du Danemark.</i>

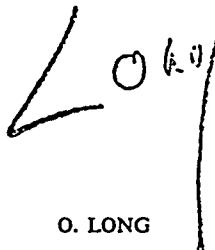
<i>For the Dominican Republic</i>	<i>Pour la République Dominicaine</i>
<i>For the Arab Republic of Egypt</i>	<i>Pour la République arabe d'Egypte</i>
<i>For the Republic of Finland</i>	<i>Pour la République de Finlande</i>
<i>For the French Republic</i>	<i>Pour la République française</i>
<i>For the Gabonese Republic</i>	<i>Pour la République gabonaise</i>
<i>For the Republic of the Gambia.</i>	<i>Pour la République de Gambie</i>
<i>For the Federal Republic of Germany</i>	<i>Pour la République fédérale d'Allemagne</i>
<i>For the Republic of Ghana</i>	<i>Pour la République du Ghana</i>
<i>For the Hellenic Republic</i>	<i>Pour la République hellénique</i>
<i>For the Republic of Guyana</i>	<i>Pour la République de Guyane</i>
<i>For the Republic of Haiti</i>	<i>Pour la République d'Haïti</i>
<i>For the Hungarian People's Republic</i>	<i>Pour la République populaire hongroise</i>
<i>For the Republic of Iceland.</i>	<i>Pour la République d'Islande</i>
<i>For the Republic of India</i>	<i>Pour la République de l'Inde</i>
<i>For the Republic of Indonesia.</i>	<i>Pour la République d'Indonésie</i>
<i>For Ireland</i>	<i>Pour l'Irlande</i>
<i>For the State of Israel</i>	<i>Pour l'Etat d'Israël</i>
<i>For the Italian Republic</i>	<i>Pour la République italienne</i>
<i>For the Republic of the Ivory Coast</i>	<i>Pour la République de Côte d'Ivoire</i>
<i>For Jamaica.</i>	<i>Pour la Jamaïque</i>
<i>For Japan</i>	<i>Pour le Japon</i>
<i>For the Republic of Kenya</i>	<i>Pour la République du Kenya</i>
<i>For the Republic of Korea.</i>	<i>Pour la République de Corée</i>

<i>For the State of Kuwait</i>	<i>Pour l'Etat du Koweït</i>
<i>For the Grand-Duchy of Luxembourg</i>	<i>Pour le Grand-Duché de Luxembourg</i>
<i>For the Malagasy Republic.</i>	<i>Pour la République malgache</i>
<i>For the Republic of Malawi</i>	<i>Pour la République du Malawi.</i>
<i>For Malaysia.</i>	<i>Pour la Malaisie.</i>
<i>For the Republic of Malta.</i>	<i>Pour la République de Malte</i>
<i>For the Islamic Republic of Mauritania</i>	<i>Pour la République islamique de Mauritanie</i>
<i>For Mauritius</i>	<i>Pour Maurice :</i>
<i>For the Kingdom of the Netherlands</i>	<i>Pour le Royaume des Pays-Bas :</i>
<i>For New Zealand</i>	<i>Pour la Nouvelle-Zélande.</i>
<i>For the Republic of Nicaragua.</i>	<i>Pour la République du Nicaragua.</i>
<i>For the Republic of the Niger</i>	<i>Pour la République du Niger</i>
<i>For the Federal Republic of Nigeria.</i>	<i>Pour la République fédérale du Nigeria :</i>
<i>For the Kingdom of Norway</i>	<i>Pour le Royaume de Norvège.</i>
<i>For the Islamic Republic of Pakistan.</i>	<i>Pour la République islamique du Pakistan</i>
<i>For the Republic of Peru.</i>	<i>Pour la République du Pérou</i>
<i>For the Republic of the Philippines</i>	<i>Pour la République des Philippines</i>
<i>For the Polish People's Republic</i>	<i>Pour la République populaire de Pologne :</i>
<i>For the Portuguese Republic</i>	<i>Pour la République portugaise.</i>
<i>For Southern Rhodesia.</i>	<i>Pour la Rhodésie du Sud</i>
<i>For the Socialist Republic of Romania.</i>	<i>Pour la République socialiste de Roumanie</i>
<i>For the Rwandese Republic</i>	<i>Pour la République rwandaise.</i>

<i>For the Republic of Senegal</i>	<i>Pour la République du Sénégal</i>
<i>For the Republic of Sierra Leone</i>	<i>Pour la République de Sierra Leone</i>
<i>For the Republic of Singapore</i>	<i>Pour la République de Singapour</i>
<i>For the Republic of South Africa</i>	<i>Pour la République sud-africaine</i>
<i>For the Spanish State</i>	<i>Pour l'Etat espagnol</i>
<i>For the Republic of Sri Lanka</i>	<i>Pour la République de Sri Lanka</i>
<i>For the Kingdom of Sweden</i>	<i>Pour le Royaume de Suède</i>
<i>For the Swiss Confederation</i>	<i>Pour la Confédération suisse</i>
<i>For the United Republic of Tanzania</i>	<i>Pour la République-Unie de Tanzanie</i>
<i>For the Togolese Republic</i>	<i>Pour la République togolaise</i>
<i>For Trinidad and Tobago</i>	<i>Pour la Trinité-et-Tobago</i>
<i>For the Republic of Turkey</i>	<i>Pour la République turque</i>
<i>For the Republic of Uganda</i>	<i>Pour la République de l'Ouganda</i>
<i>For the United Kingdom of Great Britain and Northern Ireland</i>	<i>Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord</i>
<i>For the United States of America</i>	<i>Pour les Etats-Unis d'Amérique</i>
<i>For the Republic of the Upper Volta</i>	<i>Pour la République de Haute-Volta</i>
<i>For the Eastern Republic of Uruguay</i>	<i>Pour la République orientale de l'Uruguay</i>
<i>For the Socialist Federal Republic of Yugoslavia</i>	<i>Pour la République fédérative socialiste de Yougoslavie</i>
<i>For the Republic of Zaire</i>	<i>Pour la République du Zaïre</i>
<i>For the European Economic Community</i>	<i>Pour la Communauté économique européenne</i>
<i>For the Republic of Tunisia</i>	<i>Pour la République tunisienne</i>

I hereby certify that the foregoing text is a true copy of the Tenth Proces-Verbal Extending the Declaration on the Provisional Accession of Tunisia to the General Agreement on Tariffs and Trade, done at Geneva on 21 November 1975, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Dixième Procès-verbal prorogeant la validité de la Déclaration concernant l'accession provisoire de la Tunisie à l'Accord général sur les tarifs douaniers et le commerce, établi à Genève le 21 novembre 1975, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.



O. LONG

*Director-General
Geneva*

*Directeur général
Genève*

**MULTILATERAL
General Agreement on Tariffs and Trade**

*Procès-verbal extending the declaration of August 9, 1973,
on the provisional accession of the Philippines to the
General Agreement.*

*Done at Geneva November 21, 1975;
Effective with respect to the United States of America and the
Philippines January 19, 1976.*

GENERAL AGREEMENT ON TARIFFS AND TRADE
ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

PROCES-VERBAL

EXTENDING THE DECLARATION
ON THE PROVISIONAL ACCESSION OF THE PHILIPPINES
TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

PROCES-VERBAL

PROROGANT LA VALIDITE DE LA DECLARATION CONCERNANT
L'ACCESSION PROVISOIRE DES PHILIPPINES A L'ACCORD GENERAL
SUR LES TARIFS DOUANIERS ET LE COMMERCE

21 November 1975
Geneva

PROCES-VERBAL EXTENDING THE DECLARATION ON
THE PROVISIONAL ACCESSION OF THE PHILIPPINES

The parties to the Declaration of 9 August 1973 on the Provisional Accession of the Philippines [¹] to the General Agreement on Tariffs and Trade [²] (hereinafter referred to as "the Declaration" and "the General Agreement", respectively),

ACTING pursuant to paragraph 4 of the Declaration,

AGREE that

1. The validity of the Declaration is extended by changing the date in paragraph 4 to "31 December 1977"

2. This Procès-Verbal shall be deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement. It shall be open for acceptance, by signature or otherwise, by the Philippines and by the participating governments. It shall become effective between the Government of the Philippines and any participating government as soon as it shall have been accepted by the Government of the Philippines and such government. [³]

3. The Director-General shall furnish a certified copy of this Procès-Verbal and a notification of each acceptance thereof to the Government of the Philippines and to each contracting party to the General Agreement.

DONE at Geneva this twenty-first day of November, one thousand nine hundred and seventy-five in a single copy in the English and French languages, both texts being authentic.

¹ TIAS 7839; 25 UST 993.

² TIAS 1700; 61 Stat., pts. 5 and 6.

³ Accepted by the United States Jan. 19, 1976, and by the Philippines Jan. 6, 1976, effective with respect to the United States and the Philippines Jan. 19, 1976.

PROCES-VERBAL PROROGANT LA VALIDITE DE
LA DECLARATION CONCERNANT L'ACCESSION
PROVISOIRE DES PHILIPPINES

Les parties à la Déclaration du 9 août 1973 concernant l'accession provisoire des Philippines à l'Accord général sur les tarifs douaniers et le commerce (instruments ci-après dénommés "la Déclaration" et "l'Accord général", respectivement),

AGISSANT en conformité du paragraphe 4 de la Déclaration,

SONT CONVENUES des dispositions suivantes:

1. La validité de la Déclaration est prorogée, la date mentionnée au paragraphe 4 étant remplacée par la date du "31 décembre 1977".
2. Le présent Procès-verbal sera déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général. Il sera ouvert à l'acceptation, par voie de signature ou autrement, des Philippines et des gouvernements participants. Il prendra effet entre le gouvernement des Philippines et tout gouvernement participant dès que le gouvernement des Philippines et ledit gouvernement participant l'auront accepté.
3. Le Directeur général délivrera copie certifiée conforme du présent Procès-verbal au gouvernement des Philippines et à chaque partie contractante à l'Accord général et leur donnera notification de toute acceptation dudit Procès-verbal.

FAIT à Genève, le vingt et un novembre mil neuf cent soixante-quinze, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi.

<i>For the Argentine Republic</i>	<i>Pour la République Argentine</i>
<i>For the Commonwealth of Australia.</i>	<i>Pour le Commonwealth d'Australie</i>
<i>For the Republic of Austria.</i>	<i>Pour la République d'Autriche</i>
<i>For the People's Republic of Bangladesh</i>	<i>Pour la République populaire de Bangladesh</i>
<i>For Barbados</i>	<i>Pour la Barbade</i>
<i>For the Kingdom of Belgium.</i>	<i>Pour le Royaume de Belgique</i>
<i>For the Federative Republic of Brazil</i>	<i>Pour la République fédérative du Brésil</i>
<i>For the Socialist Republic of the Union of Burma</i>	<i>Pour la République socialiste de l'Union birmane.</i>
<i>For the Republic of Burundi</i>	<i>Pour la République du Burundi</i>
<i>For the United Republic of Cameroon</i>	<i>Pour la République unie du Cameroun</i>
<i>For Canada.</i>	<i>Pour le Canada.</i>
<i>For the Central African Republic</i>	<i>Pour la République centrafricaine</i>
<i>For the Republic of Chad</i>	<i>Pour la République du Tchad</i>
<i>For the Republic of Chile</i>	<i>Pour la République du Chili</i>
<i>For the Republic of Colombia.</i>	<i>Pour la République de Colombie</i>
<i>For the People's Republic of the Congo</i>	<i>Pour la République populaire du Congo</i>
<i>For the Republic of Cuba.</i>	<i>Pour la République de Cuba.</i>
<i>For the Republic of Cyprus</i>	<i>Pour la République de Chypre.</i>
<i>For the Czechoslovak Socialist Republic.</i>	<i>Pour la République socialiste tchécoslovaque</i>
<i>For the Republic of Dahomey</i>	<i>Pour la République du Dahomey</i>
<i>For the Kingdom of Denmark</i>	<i>Pour le Royaume du Danemark</i>

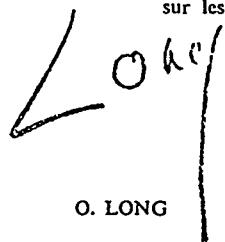
<i>For the Dominican Republic.</i>	<i>Pour la République Dominicaine.</i>
<i>For the Arab Republic of Egypt</i>	<i>Pour la République arabe d'Egypte.</i>
<i>For the Republic of Finland</i>	<i>Pour la République de Finlande</i>
<i>For the French Republic:</i>	<i>Pour la République française.</i>
<i>For the Gabonese Republic</i>	<i>Pour la République gabonaise</i>
<i>For the Republic of the Gambia.</i>	<i>Pour la République de Gambie.</i>
<i>For the Federal Republic of Germany</i>	<i>Pour la République fédérale d'Allemagne</i>
<i>For the Republic of Ghana.</i>	<i>Pour la République du Ghana.</i>
<i>For the Hellenic Republic.</i>	<i>Pour la République hellénique.</i>
<i>For the Republic of Guyana.</i>	<i>Pour la République de Guyane:</i>
<i>For the Republic of Haiti</i>	<i>Pour la République d'Haïti</i>
<i>For the Hungarian People's Republic.</i>	<i>Pour la République populaire hongroise</i>
<i>For the Republic of Iceland</i>	<i>Pour la République d'Islande</i>
<i>For the Republic of India</i>	<i>Pour la République de l'Inde.</i>
<i>For the Republic of Indonesia.</i>	<i>Pour la République d'Indonésie.</i>
<i>For Ireland.</i>	<i>Pour l'Irlande.</i>
<i>For the State of Israel</i>	<i>Pour l'Etat d'Israël.</i>
<i>For the Italian Republic.</i>	<i>Pour la République italienne.</i>
<i>For the Republic of the Ivory Coast</i>	<i>Pour la République de Côte d'Ivoire</i>
<i>For Jamaica.</i>	<i>Pour la Jamaïque:</i>
<i>For Japan</i>	<i>Pour le Japon.</i>
<i>For the Republic of Kenya</i>	<i>Pour la République du Kenya.</i>
<i>For the Republic of Korea.</i>	<i>Pour la République de Corée:</i>

<i>For the State of Kuwait</i>	<i>Pour l'Etat du Koweït</i>
<i>For the Grand-Duchy of Luxembourg</i>	<i>Pour le Grand-Duché de Luxembourg</i> *
<i>For the Malagasy Republic.</i>	<i>Pour la République malgache</i>
<i>For the Republic of Malawi</i>	<i>Pour la République du Malawi</i>
<i>For Malaysia.</i>	<i>Pour la Malaisie</i>
<i>For the Republic of Malta.</i>	<i>Pour la République de Malte</i>
<i>For the Islamic Republic of Mauritania.</i>	<i>Pour la République islamique de Mauritanie</i>
<i>For Mauritius</i>	* <i>Pour Maurice</i>
<i>For the Kingdom of the Netherlands</i>	<i>Pour le Royaume des Pays-Bas</i> *
<i>For New Zealand</i>	<i>Pour la Nouvelle-Zélande</i>
<i>For the Republic of Nicaragua.</i>	<i>Pour la République du Nicaragua.</i>
<i>For the Republic of the Niger</i>	<i>Pour la République du Niger</i> *
<i>For the Federal Republic of Nigeria.</i>	<i>Pour la République fédérale du Nigeria.</i>
<i>For the Kingdom of Norway</i>	<i>Pour le Royaume de Norvège</i> *
<i>For the Islamic Republic of Pakistan</i>	<i>Pour la République islamique du Pakistan.</i>
<i>For the Republic of Peru</i>	<i>Pour la République du Pérou</i> *
<i>For the Polish People's Republic</i>	<i>Pour la République populaire de Pologne</i>
<i>For the Portuguese Republic.</i>	<i>Pour la République portugaise</i>
<i>For Southern Rhodesia.</i>	<i>Pour la Rhodésie du Sud</i>
<i>For the Socialist Republic of Romania.</i>	<i>Pour la République socialiste de Roumanie.</i>
<i>For the Rwandese Republic</i>	<i>Pour la République rwandaise</i> *
<i>For the Republic of Senegal</i>	<i>Pour la République du Sénégal</i>

<i>For the Republic of Sierra Leone.</i>	<i>Pour la République de Sierra Leone:</i>
<i>For the Republic of Singapore.</i>	<i>Pour la République de Singapour:</i>
<i>For the Republic of South Africa.</i>	<i>Pour la République sud-africaine:</i>
<i>For the Spanish State.</i>	<i>Pour l'Etat espagnol</i>
<i>For the Republic of Sri Lanka.</i>	<i>Pour la République de Sri Lanka:</i>
<i>For the Kingdom of Sweden.</i>	<i>Pour le Royaume de Suède:</i>
<i>For the Swiss Confederation.</i>	<i>Pour la Confédération suisse:</i>
<i>For the United Republic of Tanzania.</i>	<i>Pour la République-Unie de Tanzanie.</i>
<i>For the Togolese Republic.</i>	<i>Pour la République togolaise:</i>
<i>For Trinidad and Tobago</i>	<i>Pour la Trinité-et-Tobago:</i>
<i>For the Republic of Tunisia.</i>	<i>Pour la République tunisienne:</i>
<i>For the Republic of Turkey</i>	<i>Pour la République turque:</i>
<i>For the Republic of Uganda.</i>	<i>Pour la République de l'Ouganda.</i>
<i>For the United Kingdom of Great Britain and Northern Ireland</i>	<i>Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:</i>
<i>For the United States of America.</i>	<i>Pour les Etats-Unis d'Amérique:</i>
<i>For the Republic of the Upper Volta.</i>	<i>Pour la République de Haute-Volta:</i>
<i>For the Eastern Republic of Uruguay</i>	<i>Pour la République orientale de l'Uruguay:</i>
<i>For the Socialist Federal Republic of Yugoslavia.</i>	<i>Pour la République fédérative socialiste de Yougoslavie:</i>
<i>For the Republic of Zaïre.</i>	<i>Pour la République du Zaïre:</i>
<i>For the European Economic Community</i>	<i>Pour la Communauté économique européenne:</i>
<i>For the Republic of the Philippines.</i>	<i>Pour la République des Philippines:</i>

I hereby certify that the foregoing text is a true copy of the Procès-Verbal Extending the Declaration on the Provisional Accession of the Philippines, done at Geneva on 21 November 1975, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Procès-verbal prolongeant la validité de la Déclaration concernant l'Accession provisoire des Philippines, établie à Genève le 21 novembre 1975, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.



O. LONG

*Director-General
Geneva*

*Directeur général
Genève*

MULTILATERAL
General Agreement on Tariffs and Trade

*Declaration on the provisional accession of Colombia to the
agreement of October 30, 1947.*

Done at Geneva July 23, 1975;

*Effective with respect to the United States of America and
Colombia May 1, 1976.*

GENERAL AGREEMENT ON TARIFFS AND TRADE

ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

ACUERDO GENERAL SOBRE ARANCELES ADUANEROS Y COMERCIO

DECLARATION ON THE PROVISIONAL ACCESSION OF COLOMBIA

TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

DECLARATION CONCERNANT L'ACCESSION PROVISOIRE DE LA COLOMBIE

A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

DECLARACION ACERCA DE LA ACCESION PROVISIONAL DE COLOMBIA

AL ACUERDO GENERAL SOBRE ARANCELES ADUANEROS Y COMERCIO

23 July 1975

Geneva

DECLARATION ON THE PROVISIONAL
ACCESSION OF COLOMBIA

The Government of Colombia and the other governments on behalf of which this Declaration has been accepted (the latter governments being hereinafter referred to as the "participating governments") and the European Economic Community,

Considering that the Government of Colombia on 7 February 1974 formally requested that further consideration be given to the application for provisional accession to the General Agreement on Tariffs and Trade^[1] (hereinafter referred to as the "General Agreement") submitted at the twenty-fifth session of the CONTRACTING PARTIES in November 1969, and that the Government of Colombia is prepared to conduct the tariff negotiations with contracting parties, which it is considered should precede accession under Article XXXIII, during the multilateral trade negotiations launched at Tokyo in September 1973,

Considering the desirability of Colombia being invited to accede provisionally to the General Agreement as a step towards its eventual accession pursuant to Article XXXIII,

1. Declare that, pending the accession of Colombia to the General Agreement under the provisions of Article XXXIII, which will be preceded by the conclusion of tariff negotiations with contracting parties to the General Agreement within the context of the multilateral trade negotiations, the commercial relations between the participating governments and the European Economic Community and Colombia shall be based upon the General Agreement, subject to the following conditions:

(a) The Government of Colombia shall apply provisionally and subject to the provisions of this Declaration (i) Parts I, III and IV of the General Agreement, and (ii) Part II of the General Agreement to the fullest extent not inconsistent with its legislation existing on the date of this Declaration; the obligations incorporated in paragraph 1 of Article I of the General Agreement by reference to Article III thereof and those incorporated in paragraph 2(b) of Article II by reference to Article VI shall be considered as falling within Part II of the General Agreement for the purpose of this paragraph;

¹TIAS 1700; 61 Stat., pts. 5 and 6.

(b) While Colombia under the most-favoured-nation provisions of Article I of the General Agreement will receive the benefit of the concessions contained in the schedules annexed to the General Agreement, it shall not have any direct rights with respect to those concessions either under the provisions of Article II or under the provisions of any other Article of the General Agreement;

(c) In each case in which paragraph 6 of Article V, sub-paragraph 4(d) of Article VII, and sub-paragraph 3(c) of Article X of the General Agreement, refer to the date of that Agreement, the applicable date in respect of Colombia shall be the date of this Declaration;

(d) The provisions of the General Agreement to be applied by Colombia shall be those contained in the text annexed to the Final Act of the second session of the Preparatory Committee of the United Nations Conference on Trade and Employment as rectified, amended, supplemented, or otherwise modified by such instruments as may have become effective by the date of this Declaration.

2. Request the CONTRACTING PARTIES to the General Agreement (hereinafter referred to as the "CONTRACTING PARTIES") to perform such functions as are necessary for the implementation of this Declaration.

3. This Declaration, which has been approved by the CONTRACTING PARTIES by a two-thirds majority, shall be deposited with the Director-General to the CONTRACTING PARTIES. It shall be open for acceptance, by signature or otherwise, by Colombia, by contracting parties to the General Agreement, by any governments which shall have acceded provisionally to the General Agreement and by the European Economic Community.

4. This Declaration shall become effective between Colombia and any participating government and the European Economic Community on the thirtieth day following the day upon which it shall have been accepted on behalf of both Colombia and that government^[1] and the European Economic Community; it shall remain in force until the Government of Colombia accedes to the General Agreement under the provisions of Article XXXIII thereof or until 31 December 1976, whichever date is earlier, unless it has been agreed between Colombia and the participating governments and the European Economic Community to extend its validity to a later date.

5. The Director-General to the CONTRACTING PARTIES shall promptly furnish a certified copy of this Declaration, and a notification of each acceptance thereof, to each government to which this Declaration is open for acceptance and to the European Economic Community.

Done at Geneva this twenty-third day of July, one thousand nine hundred and seventy-five in a single copy in the English, French and Spanish languages, each text being authentic.

¹ Accepted by the United States Apr. 1, 1976, and by Colombia Nov. 12, 1975, effective with respect to the United States and Colombia May 1, 1976.

DECLARATION CONCERNANT L'ACCESION PROVISOIRE DE LA COLOMBIE

Le gouvernement de la Colombie et les autres gouvernements (ci-après dénommés "les gouvernements participants") au nom desquels la présente Déclaration a été acceptée, ainsi que la Communauté économique européenne,

Considérant que le gouvernement de la Colombie a formellement exprimé le souhait, le 7 février 1974, que la demande d'accèsion provisoire à l'accord général sur les tarifs douaniers et le commerce (ci-après dénommé l'"Accord général") qu'il avait présentée à la vingt-cinquième session des PARTIES CONTRACTANTES, en novembre 1968, puisse faire l'objet d'un examen plus approfondi, et que ledit gouvernement est prêt à procéder avec les parties contractantes, pendant les négociations commerciales multilatérales qui se sont ouvertes à Tokyo en septembre 1973, aux négociations tarifaires qui sont jugées devoir précéder l'accèsion aux termes de l'article XXXIII;

Considérant qu'il est souhaitable, en vue d'aboutir à l'accèsion de la Colombie conformément aux dispositions de l'article XXXIII, d'inviter la Colombie à accéder provisoirement à l'Accord général;

1. Déclarent qu'en attendant l'accèsion de la Colombie à l'Accord général conformément aux dispositions de l'article XXXIII, qui sera précédée de la conclusion de négociations tarifaires avec les parties contractantes à l'Accord général dans le cadre des négociations commerciales multilatérales, les relations commerciales entre les gouvernements participants ainsi que la Communauté économique européenne et la Colombie seront fondées sur l'accord général, sous réserve des conditions suivantes:

- a) Le gouvernement de la Colombie appliquera provisoirement et sous réserve des dispositions de la présente Déclaration i) les Parties I, III et IV de l'accord général et ii) la Partie II de l'Accord général dans toute la mesure compatible avec sa législation à la date de la présente Déclaration; les obligations que comporte le paragraphe 1 de l'article premier de l'accord général, par référence à l'article III dudit Accord général, et celles que comporte le paragraphe 2, alinéa b) de l'article II, par référence à l'article VI, seront considérées, pour l'application du présent alinéa, comme relevant de la Partie II de l'Accord général,

b) La Colombie jouira, en vertu de la clause de la nation la plus favorisée inscrite dans l'article premier de l'Accord général, des concessions reprises dans les listes annexées à l'Accord général; toutefois, elle n'aura aucun droit direct en ce qui concerne ces concessions, ni au titre de l'article II, ni au titre d'aucune autre disposition de l'Accord général;

c) Dans tous les cas où il est fait référence à la date de l'Accord général dans le paragraphe 6 de l'article V, dans l'alinea d) du paragraphe 4 de l'article VII et dans l'alinea c) du paragraphe 3 de l'article X, la date applicable à l'égard de la Colombie sera celle de la présente Déclaration;

d) Les dispositions de l'Accord général que devra appliquer la Colombie sont celles du texte annexe à l'acte final de la deuxième session de la Commission préparatoire de la Conférence des Nations Unies sur le commerce et l'emploi, tel qu'il a été rectifié, amendé, complétée ou autrement modifiée par les instruments en vigueur à la date de la présente Déclaration.

Demandent aux PARTIES CONTRACTANTES à l'Accord général (ci-après dénommées les "PARTIES CONTRACTANTES") d'exercer les fonctions nécessaires pour la mise en œuvre de la présente Déclaration.

3. La présente Déclaration, qui a été adoptée par les PARTIES CONTRACTANTES à la majorité des deux tiers, sera déposée auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général. Elle sera ouverte à l'acceptation, par signature ou autrement, de la Colombie, des parties contractantes à l'Accord général, de tout gouvernement qui aura accédé à titre provisoire audit Accord et de la Communauté économique européenne.

4. La présente Déclaration prendra effet, entre la Colombie et tout gouvernement participant ou la Communauté économique européenne, le trentième jour qui suivra celui où elle aura été acceptée au nom de la Colombie et au nom dudit gouvernement ou de la Communauté économique européenne; elle restera en vigueur jusqu'à ce que le gouvernement de la Colombie accède à l'Accord général conformément aux dispositions de l'article XXXIII dudit Accord ou jusqu'au 31 décembre 1976 si, à cette date, l'admission n'est pas intervenue, à moins que la Colombie et les gouvernements participants et la Communauté économique européenne ne conviennent d'en proroger la validité.

5. Le Directeur général des PARTIES CONTRACTANTES fera promptement tenir copie certifiée conforme de la présente Déclaration et notification de toute acceptation à chacun des gouvernements auxquels la présente Déclaration est ouverte pour acceptation et à la Communauté économique européenne.

Fait à Genève, le vingt-trois juillet mil neuf cent soixante-quinze, en un seul exemplaire en langues anglaise, française et espagnole, les trois textes faisant également foi.

DECLARACIÓN SOBRE LA ACCESIÓN PROVISIONAL DE COLOMBIA

El Gobierno de Colombia y los demás gobiernos (denominados en adelante los gobiernos participantes) en cuyo nombre se ha aceptado la presente Declaración, así como la Comunidad Económica Europea,

Considerando que el 7 de febrero de 1974 el Gobierno de Colombia pidió formalmente que se prosiguiera el estudio de su solicitud de accesión provisional al Acuerdo General sobre Aranceles Aduaneros y Comercio (denominado en adelante el Acuerdo General), presentada a las PARTES CONTRATANTES en su Vigésimo quinto período de sesiones, celebrado en noviembre de 1963, y que el Gobierno de Colombia está dispuesto a celebrar, en el curso de las negociaciones comerciales multilaterales inauguradas en Tokio en septiembre de 1973, las negociaciones arancelarias que han de preceder a su accesión, conforme a lo estipulado en el artículo XXXIII,

Considerando que es conveniente invitar a Colombia a que acceda provisionalmente al Acuerdo General para preparar su accesión definitiva con arreglo a las disposiciones del artículo XXXIII,

1. Declaran que, en espera de la accesión de Colombia al Acuerdo General con arreglo a las disposiciones del artículo XXXIII, que se efectuará cuando se hayan terminado las negociaciones arancelarias que celebrará con las partes contratantes del Acuerdo General en el contexto de las negociaciones comerciales multilaterales, las relaciones comerciales entre los gobiernos participantes, la Comunidad Económica Europea y Colombia se regirán por las disposiciones del citado Acuerdo, bajo reserva de las condiciones siguientes:

a) El Gobierno de Colombia aplicará provisionalmente y con sujeción a las disposiciones de la presente Declaración, i) las Partes I, III y IV del Acuerdo General, y ii) la Parte II del Acuerdo General en toda la medida compatible con su legislación vigente en la fecha de esta Declaración; a efectos del presente párrafo, las obligaciones previstas en el párrafo 1 del artículo primero del Acuerdo General en su referencia al artículo III y las previstas en el apartado b) del párrafo 2 del artículo II en su referencia al artículo VI se considerarán comprendidas en la Parte II del Acuerdo General.

b) Colombia disfrutará, en virtud de la cláusula de la nación más favorecida estipulada en el artículo primero del Acuerdo General, de las concesiones comprendidas en las listas anexas al mismo; sin embargo, no tendrá ningún derecho directo en lo que concierne a esas concesiones, ni conforme al artículo II ni con arreglo a ninguna otra disposición del Acuerdo General.

c) Cada vez que se hace referencia a la fecha del Acuerdo General en el párrafo 6 del artículo V, en el apartado d) del párrafo 4 del artículo VII y en el apartado c), del párrafo 3 del artículo X, la fecha aplicable con respecto a Colombia será la de la presente Declaración.

d) Las disposiciones del Acuerdo General que deberá aplicar Colombia son las que figuran en el texto anexo al Acta final de la Segunda reunión de la Comisión Preparatoria de la Conferencia de las Naciones Unidas sobre Comercio y Empleo, según se hayan rectificado, enmendado, completado o modificado de otro modo por los instrumentos vigentes en la fecha de la presente Declaración.

2. Piden a las PARTES CONTRATANTES del Acuerdo General (denominadas en adelante las "PARTES CONTRATANTES") que desempeñen las funciones que sean necesarias para aplicar la presente Declaración.

3. La presente Declaración quedará depositada en poder del Director General de las PARTES CONTRATANTES, las cuales la han aprobado por una mayoría de dos tercios. Estará abierta a la aceptación, mediante su firma o de otro modo, de Colombia, de las partes contratantes del Acuerdo General y de cualquier otro gobierno que haya accedido provisionalmente al citado Acuerdo, así como de la Comunidad Económica Europea.

4. La presente Declaración entrará en vigor, entre Colombia y todo gobierno participante y la Comunidad Económica Europea, a partir del trigésimo día siguiente a aquel en que haya sido aceptada en nombre de Colombia, de ese gobierno y de la Comunidad Económica Europea. Permanecerá en vigor hasta que el Gobierno de Colombia acceda al Acuerdo General de conformidad con las disposiciones de su artículo XXXIII o hasta el 31 de diciembre de 1976 en caso de que en esa fecha no se haya efectuado la accesión y a menos que Colombia y los gobiernos participantes y la Comunidad Económica Europea decidan prorrogar su validez.

5. El Director General de las PARTES CONTRATANTES expedirá sin dilación una copia certificada de la presente Declaración, y una notificación de cada aceptación recibida, a la Comunidad Económica Europea y a cada uno de los gobiernos a cuya aceptación está abierta la presente Declaración.

Hecho en Ginebra, el veintitrés de julio de mil novecientos setenta y cinco, en un solo ejemplar y en los idiomas español, francés e inglés, cuyos textos son igualmente auténticos.

For the Argentine Republic:

Pour la République
Argentine:

Por la República Argentina:

For the Commonwealth of
Australia:

Pour le Commonwealth
d'Australie:

Por el Commonwealth
de Australia:

For the Republic of
Austria:

Pour la République
d'Autriche:

Por la República de Austria:

For the People's Republic
of Bangladesh:

Pour la République
populaire de
Bangladesh:

Por la República Popular
de Bangladés:

For Barbados:

Pour la Barbade:

Por Barbados:

For the Kingdom of Belgium:

Pour le Royaume de
Belgique:

Por el Reino de Bélgica:

For the Federative Republic
of Brazil:

Pour la République
fédérative du Brésil:

Por la República Federativa
del Brasil:

For the Socialist Republic of
the Union of Burma:

Pour la République socialiste
de l'Union birmane:

Por la República Socialista
de la Unión Birmana:

For the Republic of Burundi:

Pour la République du
Burundi:

Por la República de Burundi:

For the United Republic
of Cameroon:

Pour la République
unité du Cameroun:

Por la República Unida
del Camerún:

For Canada:

Pour le Canada:

Por el Canadá:

For the Central African
Republic:

Pour la République
centrafricaine:

Por la República
Centroafricana:

For the Republic of Chad:

Pour la République du
Tchad:

Por la República del Chad:

For the Republic of Chile:

Pour la République du Chili:

Por la República de Chile:

For the People's Republic
of the Congo:Pour la République
populaire du Congo:Por la República Popular
del Congo:

For the Republic of Cuba:

Pour la République de
Cuba:

Por la República de Cuba:

For the Republic of Cyprus:

Pour la République de
Chypre:

Por la República de Chipre:

For the Czechoslovak Socialist
Republic:Pour la République
socialiste tchécoslovaque:Por la República Socialista
Checoslovaca:

For the Republic of Dahomey:

Pour la République du
Dahomey:Por la República
del Dahomey:

For the Kingdom of Denmark:

Pour le Royaume du
Danemark:

Por el Reino de Dinamarca:

For the Dominican Republic:

Pour la République
Dominicaine:

Por la República Dominicana:

For the Arab Republic of
Egypt:Pour la République arabe
d'Egypte:Por la República Árabe
de Egipto:

For the Republic of Finland:

Pour la République de
Finlande:Por la República
de Finlandia:

For the French Republic:

Pour la République
française:

Por la República Francesa:

For the Gabonese Republic:

Pour la République gabonaise:

Por la República Gabonesa;

For the Republic of the
Gambia:

Pour la République de Gambie:

Por la Repùblica de Gambia;

For the Federal Republic
of Germany:Pour la République fédérale
d'Allemagne:Por la Repùblica Federal
de Alemania;

For the Republic of Ghana:

Pour la République du Ghana:

Por la Repùblica de Ghana;

For the Hellenic Republic:

Pour la République
hellénique:

Por la Repùblica Helena;

For the Republic of Guyana:

Pour la République de Guyane:

Por la Repùblica de Guyana;

For the Republic of Haiti:

Pour la République
d'Haïti:

Por la República de Haití:

For the Hungarian People's
Republic:

Pour la République
populaire hongroise:

Por la República Popular
Húngara;

For the Republic of Iceland:

Pour la République
d'Islande:

Por la República de Islandia:

For the Republic of India:

Pour la République
de l'Inde:

Por la República de la India:

For the Republic of Indonesia:

Pour la République
d'Indonésie:

Por la República de
Indonesia;

For Ireland:

Pour l'Irlande:

Por Irlanda;

For the State of Israel:

Pour l'Etat d'Israël:

Por el Estado de Israel:

For the Italian Republic:

Pour la République
italienne:

Por la Repùblica Italiana:

For the Republic of the
Ivory Coast:Pour la République de
Côte d'Ivoire:Por la Repùblica de la
Costa de Marfil:

For Jamaica:

Pour la Jamaïque:

Por Jamaica:

For Japan:

Pour le Japon:

Por el Japón:

For the Republic of
Kenya:Pour la République
du Kenya:

Por la Repùblica de Kenia:

For the Republic of Korea:

Pour la République de
Corée:

, Por la República de Corea;

For the State of Kuwait:

Pour l'Etat du Koweit:

, Por el Estado de Kuwait;

For the Grand-Duchy
of Luxembourg:

Pour le Grand-Duché
de Luxembourg:

, Por el Gran Ducado de
Luxemburgo;

For the Malagasy Republic:

Pour la République malgache:

, Por la Repùblica Malgache;

For the Republic of Malawi:

Pour la République du
Malawi:

, Por la República de Malawi;

For Malaysia:

Pour la Malaisie:

, Por Malasia;

For the Republic of Malta:

Pour la République de Malte:

Por la República de Malta:

For the Islamic Republic
of Mauritania:Pour la République
islamique de
Mauritanie:Por la República Islámica
de Mauritania:

For Mauritius:

Pour Maurice:

Por Mauricio:

For the Kingdom of the
Netherlands:Pour le Royaume des
Pays-Bas:Por el Reino de los
Países Bajos:

For New Zealand:

Pour la Nouvelle-Zélande:

Por Nueva Zelanda:

For the Republic of
Nicaragua:Pour la République du
Nicaragua:Por la República de
Nicaragua:

For the Republic of
the Niger:

Pour la République du
Niger:

Por la República del Níger:

For the Federal Republic
of Nigeria:

Pour la République
fédérale du Nigeria:

Por la República Federal
de Nigeria:

For the Kingdom of Norway.

Pour le Royaume de
Norvège:

Por el Reino de Noruega:

For the Islamic Republic of
Pakistan:

Pour la République islamique
du Pakistan:

Por la República Islámica
del Pakistán:

For the Republic of Peru:

Pour la République du Pérou:

Por la República del Perú:

For the Republic of the
Philippines:

Pour la République des
Philippines:

Por la República de
Filipinas:

For the Polish People's
Republic:

Pour la République populaire
de Pologne:

Por la República Popular
Polaca:

For the Portuguese
Republic:

Pour la République
portugaise:

Por la República Portuguesa:

For Southern Rhodesia:

Pour la Rhodésie du Sud:

Por la Rhodesia del Sur:

For the Socialist Republic
of Romania:

Pour la République socialiste
de Roumanie:

Por la República Socialista
de Rumania:

For the Rwandese Republic:

Pour la République rwandaise:

Por la República Rwandesa:

For the Republic of Senegal:

Pour la République du Sénégal: Por la República del Senegal:

TIAS 8322

For the Republic of
Sierra Leone:

Pour la République de
Sierra Leone:

Por la República de
Sierra Leona:

For the Republic of
Singapore:

Pour la République de
Singapour:

Por la República de Singapur:

For the Republic of
South Africa:

Pour la République
sud-africaine:

Por la República de
Sudáfrica:

For the Spanish State:

Pour l'Etat espagnol:

Por el Estado Español:

For the Republic of
Sri Lanka:

Pour la République de
Sri Lanka:

Por la República de
Sri Lanka:

For the Kingdom of
Sweden:

Pour le Royaume de Suede:

Por el Reino de Suecia:

For the Swiss
Confederation:

Pour la Confédération
suisse:

Por la Confederación Suiza:

For the United Republic
of Tanzania:

Pour la République-Unie
de Tanzanie:

Por la República Unida
de Tanzania:

For the Togolese Republic:

Pour la République
togolaise:

Por la República Togoleña:

For Trinidad and Tobago:

Pour la Trinité-et-Tobago:

Por Trinidad y Tabago:

For the Republic of
Tunisia:

Pour la République
tunisienne:

Por la República de Túnez:

For the Republic of
Turkey:

Pour la République turque:

Por la República de Turquía:

For the Republic of Uganda:

Pour la République de
l'Ouganda:

Por la República de Uganda:

For the United Kingdom
of Great Britain and
Northern Ireland:

Pour le Royaume-Uni de
Grande-Bretagne et
d'Irlande du Nord:

Por el Reino Unido de
Gran Bretaña e
Irlanda del Norte:

For the United States
of America:

Pour les Etats-Unis
d'Amérique:

Por los Estados Unidos
de América:

For the Republic of the
Upper Volta:

Pour la République de
Haute-Volta:

Por la República del
Alto Volta:

For the Eastern Republic
of Uruguay:

Pour la République
orientale de l'Uruguay:

Por la República Oriental
del Uruguay:

For the Socialist Federal
Republic of Yugoslavia:

Pour la République fédérative
socialiste de Yougoslavie:

Por la República Federativa
Socialista de Yugoslavia:

For the Republic of Zaire:

Pour la République du Zaïre:

Por la República del Zaire:

For the European
Economic Community:

Pour la Communauté
économique européenne:

Por la Comunidad Económica
Europea:

For the Republic of
Colombia:

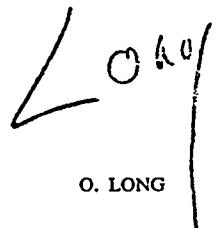
Pour la République de
Colombie:

Por la República de
Colombia:

I hereby certify that the foregoing text is a true copy of the Declaration on the Provisional Accession of Colombia to the General Agreement on Tariffs and Trade, done at Geneva on 23 July 1975, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme de la Déclaration concernant l'accession provisoire de la Colombie à l'Accord général sur les tarifs douaniers et le commerce, établie à Genève le 23 juillet 1975, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRATANTES à l'Accord général sur les tarifs douaniers et le commerce.

Certifico que el texto que antecede es copia conforme de la Declaración acerca de la accesión provisional de Colombia al Acuerdo General sobre Aranceles Aduaneros y Comercio, hecho en Ginebra el 23 de julio 1975, de cuyo texto original es depositario el Director General de las PARTES CONTRATANTES del Acuerdo General sobre Aranceles Aduaneros y Comercio.



O. LONG

Director-General
Geneva

Directeur général
Genève

Director General
Ginebra

AUSTRALIA

Trade: Meat Imports

*Agreement effected by exchange of notes
Signed at Washington June 25 and 28, 1976;
Entered into force June 28, 1976.*

The Acting Secretary of State to the Australian Ambassador

JUNE 25, 1976

EXCELLENCY.

I have the honor to refer to discussions between representatives of our two governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1976 and to the agreements between the United States and other countries, constituting the 1975 restraint program, concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the calendar year 1976 with governments of other countries that participated in the 1975 restraint program and which continue to export substantial quantities of meat to the United States, I have the honor to propose the following agreement between our two governments:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries participating in the restraint program shall be 1155.0 million pounds, and the Government of Australia and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of Australia shall limit the quantity of such meats exported from Australia as direct shipments on a through bill of lading to the United States in such a manner that the quantity entered, or withdrawn from warehouse, for consumption during the calendar year 1976 does not exceed 632.2 million pounds, or such higher figure as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit to 632.2 million pounds the quantity of imports of such meats of Australian origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from Australia. (a) such regulations shall not be employed to govern the timing within calendar year 1976 of entry or withdrawal from warehouse for consumption of such meat from Australia, and (b) such regulations shall be issued after consultation with the Government of Australia pursuant to paragraph 5 and only in circumstances where it is evident that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1976 would otherwise exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4. It is understood that U.S. Customs statistics of entries, or withdrawals from warehouse, for consumption will be used for purposes of this agreement. Such statistics shall not include meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended,¹ and such meats will not be regarded as part of the quantity described in paragraph 2, as it may be increased pursuant to paragraph 4.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Australia, such increase or estimated shortfall shall be allocated to Australia in the proportion that 632.2 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1976. The foregoing allocation procedure shall not apply to any increase in the estimate of imports from countries not participating in the 1976 restraint program.

5. The Government of Australia and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding any increase in the total quantity of imports from Australia permissible under the restraint program including allocation of any shortfall. In particular, consultations regarding these matters and the market situation shall be held at least before the beginning of each quarter.

6. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for Australia

¹ 81 Stat. 584; 21 U.S.C. § 601 note.

shall not include the period between October 1, 1968 and June 30, 1972 or the calendar years 1975 and 1976, except by the agreement of the Government of Australia.

7 (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of Australia as soon as possible after the end of each week Customs statistical information concerning imports of such meats from all supplying countries.

(b) As soon as possible after the end of each month the Government of Australia shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1976, ship by ship and port by port, based on actual loadings in Australia.

(c) In addition, in order to assist the Government of Australia to limit its exports pursuant to paragraph 2, the Government of the United States will provide detailed Customs statistics by ship and port of entry for meat imported from Australia as direct shipments on a through bill of lading into the United States for entry or withdrawal from warehouse for consumption, for January, February and March 1976, and such other periods as may be necessary.

I have the honor to propose that, if the foregoing is acceptable to the Government of Australia, this note and Your Excellency's confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

For the Acting Secretary of State:

JOSEPH A. GREENWALD

His Excellency

NICHOLAS F PARKINSON,
Ambassador of Australia.

The Australian Ambassador to the Secretary of State

EMBASSY OF AUSTRALIA
WASHINGTON, D. C.

Sir,

I have the honour to refer to your note of 25 June 1976 which reads as follows:

"I have the honor to refer to discussions between representatives of our two governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1976 and to the agreements between the United States and other countries, constituting the 1975 restraint program, concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the calendar year 1976 with governments of other countries that participated in the 1975 restraint program and which continue to export substantial quantities of meat to the United States, I have the honor to propose the following agreement between our two governments.

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries

The Hon. Henry A. Kissinger,
Secretary of State,
WASHINGTON, D.C. 20520.

participating in the restraint program shall be 1155.0 million pounds, and the Government of Australia and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of Australia shall limit the quantity of such meats exported from Australia as direct shipments on a through bill of lading to the United States in such a manner that the quantity entered, or withdrawn from warehouse, for consumption during the calendar year 1976 does not exceed 632.2 million pounds, or such higher figure as may result from adjustments pursuant to paragraph 4.
3. The Government of the United States of America may limit to 632.2 million pounds the quantity of imports of such meats of Australian origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from Australia: (a) such regulations shall not be employed to govern the timing within calendar year 1976 of entry or withdrawal from warehouse for consumption of such meat from Australia; and (b) such regulations shall be issued after consultation with the Government of Australia pursuant to paragraph 5 and only in circumstances where it is evident that the quantity of such meat likely to be

presented for entry or withdrawal from warehouse for consumption in the calendar year 1976 would otherwise exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4. It is understood that U.S. Customs statistics of entries, or withdrawals from warehouse, for consumption will be used for purposes of this agreement. Such statistics shall not include meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended, and such meats will not be regarded as part of the quantity described in paragraph 2, as it may be increased pursuant to paragraph 4.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Australia, such increase or estimated shortfall shall be allocated to Australia in the proportion that 632.2 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1976. The foregoing allocation procedure shall not apply to any increase in the estimate of

- imports from countries not participating in the 1976 restraint program.
5. The Government of Australia and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding any increase in the total quantity of imports from Australia permissible under the restraint program including allocation of any shortfall. In particular, consultations regarding these matters and the market situation shall be held at least before the beginning of each quarter.
6. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for Australia shall not include the period between October 1, 1968 and June 30, 1972 or the calendar years 1975 and 1976, except by the agreement of the Government of Australia.
7. (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of Australia as soon as possible after the end of each week Customs statistical information concerning imports of such meats from all supplying countries.
- (b) As soon as possible after the end of each month the Government of Australia shall provide to the

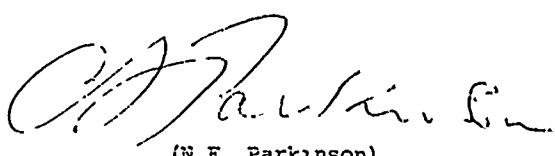
Government of the United States of America details of scheduled arrivals to December 31, 1976, ship by ship and port by port, based on actual loadings in Australia.

(c) In addition, in order to assist the Government of Australia to limit its exports pursuant to paragraph 2, the Government of the United States will provide detailed Customs statistics by ship and port of entry for meat imported from Australia as direct shipments on a through bill of lading into the United States for entry or withdrawal from warehouse for consumption, for January, February and March 1976, and such other periods as may be necessary

I have the honor to propose that, if the foregoing is acceptable to the Government of Australia, this note and Your Excellency's confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply"

I have the honour to confirm that the foregoing is acceptable to the Government of Australia which agrees that your note together with this reply shall constitute an agreement between our two Governments on this matter.

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



A handwritten signature in black ink, appearing to read "N.F. Parkinson".

(N.F. Parkinson)
Ambassador

28 June, 1976

EL SALVADOR

Trade: Meat Imports

*Agreement effected by exchange of notes
Signed at San Salvador April 23 and 30, 1976;
Entered into force April 30, 1976.*

The American Ambassador to the Salvadoran Minister of Foreign Affairs

No. 146

SAN SALVADOR, April 23, 1976

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (item 106.20 of the Tariff Schedules of the United States) during the calendar year 1976 and to the agreements between the United States and other countries, constituting the 1975 restraint program concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the calendar year 1976 with Governments of other countries that participated in the 1975 restraint program and which continue to export substantial quantities of meat to the United States, I have the honor to propose the following agreement between our two Governments:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries participating in the restraint program shall be 1155.0 million pounds, and the Government of El Salvador and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of El Salvador shall limit the quantity of such meats exported from El Salvador as direct shipments on a through bill of lading to the United States in such a manner that the quantity entered, or withdrawn from warehouse, for consumption during the calendar year 1976 does not exceed 11.4 million pounds, or such higher figures as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit to 11.4 million pounds the quantity of imports of such meats of El Salvador origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from El Salvador: (a) Such regulations shall not be employed to govern the timing within calendar year 1976 of entry or withdrawal from warehouse for consumption of such meat from El Salvador; and (b) Such regulations shall be issued after consultation with the Government of El Salvador pursuant to paragraph 5 and only in circumstances where it is evident that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1976 will exceed the quantity specified in paragraph 2. It is understood that U.S. Customs statistics of entries, or withdrawals from warehouse, for consumption will be used for purposes of this agreement. Such statistics shall not include meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended,^[1] and such meats will not be regarded as part of the quantity described in paragraph 2.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for El Salvador, such increase or estimated shortfall shall be allocated to El Salvador in the proportion that 11.4 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1976. The foregoing allocation procedure shall not apply to any increase in the estimate of imports from countries not participating in the 1976 restraint program.

5. The Government of El Salvador and the Government of the United States of America shall consult promptly upon the request of either Government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding any increase in the total quantity of imports from El Salvador permissible under the restraint program including allocation of any shortfall.

6. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for El Salvador shall not include the period between October 1, 1968 and June 30, 1972 or the calendar years 1975 and 1976, except by the agreement of the Government of El Salvador.

¹ 81 Stat. 584, 21 U.S.C. § 601 note.

7 (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of El Salvador as soon as possible after the end of each week customs statistical information concerning imports of such meats from all supplying countries.

(b) As soon as possible after the end of each month the Government of El Salvador shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1976, ship by ship and port by port, based on actual loadings in El Salvador.

I have the honor to propose that, if the foregoing is acceptable to the Government of El Salvador, this note together with your Excellency's confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply

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

JAMES F. CAMPBELL

His Excellency

MAURICIO BORGONOVO POHL
Minister of Foreign Affairs,
San Salvador

TIAS 8324

The Salvadoran Minister of Foreign Affairs to the American Ambassador



MINISTERIO DE RELACIONES EXTERIORES
REPÚBLICA DE EL SALVADOR, C. A.

SECRETARIA DE ESTADO
DIRECCION PARA ASUNTOS AMERICANOS

No. 6978

San Salvador, abril 30 de 1976.

Señor Embajador:

Tengo el honor de referirme a su atenta nota de Vuestra Excelencia No.146, de fecha 23 de abril del presente año, mediante la cual el Gobierno de los Estados Unidos de América propone que la cantidad de carne de res de El Salvador, exportable hacia los Estados Unidos de América durante el año calendario 1976, dentro del programa de limitación voluntaria de dichas exportaciones sea de 11.4 millones de libras.

En relación con lo anterior, tengo el agrado de informar a Vuestra Excelencia que el Gobierno de El Salvador acepta el límite en los términos propuestos.

Aprovecho la ocasión para reiterar a Vuestra Excelencia mi más alta y distinguida consideración.

MAURICIO ALFREDO BORGONOVO POEL
Ministro de Relaciones Exteriores

Excelentísimo Señor
don James S. Campbell,
EmbaJador Extraordinario y
Plenipotenciario de los
Estados Unidos de América,
PRESENTE.

*Translation*REPUBLIC OF EL SALVADOR
MINISTRY OF FOREIGN AFFAIRS
BUREAU OF AMERICAN AFFAIRS

No. 6978

SAN SALVADOR, April 30, 1976

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 146 of April 23, 1976, in which the Government of the United States of America proposes that the quantity of cattle meat exportable from El Salvador to the United States during the 1976 calendar year under the program of voluntary restraint of such exports shall be 11.4 million pounds.

In connection with the foregoing, I have the pleasure to inform Your Excellency that the Government of El Salvador accepts the limit on the terms proposed.

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

MAURICIO ALFREDO BORGONOVO POHL

Mauricio Alfredo Borgonovo Pohl
Minister of Foreign Affairs

His Excellency

JAMES S. CAMPBELL

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
San Salvador*

NICARAGUA

Trade: Meat Imports

*Agreement effected by exchange of notes
Signed at Managua April 26 and May 13, 1976;
Entered into force May 13, 1976.*

The American Ambassador to the Nicaraguan Minister of Foreign Relations

EMBASSY OF THE UNITED STATES OF AMERICA

Note No. 25

MANAGUA, D.N., April 26, 1976

EXCELLENCY.

I have the honor to refer to discussions between representatives of our two governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (item 106.10 of the tariff schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (item 106.20 of the tariff schedules of the United States) during the calendar year 1976 and to the agreements between the United States and other countries, constituting the 1975 restraint program concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the calendar year 1976 with governments of other countries that participated in the 1975 restraint program and which continue to export substantial quantities of meat to the United States, I have the honor to propose the following agreement between our two governments.

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries participating in the restraint program shall be 1155.0 million pounds, and the Government of Nicaragua and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of Nicaragua shall limit the quantity of such meats exported from Nicaragua as direct shipments on a through bill of lading to the United States in such a manner that the quantity

entered, or withdrawn from warehouse, for consumption during the calendar year 1976 does not exceed 48.9 million pounds, or such higher figures as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit to 48.9 million pounds the quantity of imports of such meats of Nicaraguan origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from Nicaragua. (a) such regulations shall not be employed to govern the timing within calendar year 1976 of entry or withdrawal from warehouse for consumption of such meat from Nicaragua; and (b) such regulations shall be issued after consultation with the Government of Nicaragua pursuant to paragraph 5 and only in circumstances where it is evident that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1976 will exceed the quantity specified in paragraph 2. It is understood that U.S. Customs statistics of entries, or withdrawals from warehouse, for consumption will be used for purposes of this agreement. Such statistics shall not include meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended,^[1] and such meats will not be regarded as part of the quantity described in paragraph 2.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Nicaragua, such increase or estimated shortfall shall be allocated to Nicaragua in the proportion that 48.9 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1976. The foregoing allocation procedure shall not apply to any increase in the estimate of imports from countries not participating in the 1976 restraint program.

5. The Government of Nicaragua and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding any increase in the total quantity of imports from Nicaragua permissible under the restraint program including allocation of any shortfall.

6. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of

¹ 81 Stat. 584; 21 U.S.C. § 601 note.

the United States of America for calculation of the quota for Nicaragua shall not include the period between October 1, 1968 and June 30, 1972 or the calendar years of 1975 and 1976, except by the agreement of the Government of Nicaragua.

7 (A) To enable both governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of Nicaragua as soon as possible after the end of each week customs statistical information concerning imports of such meats from all supplying countries.

(B) As soon as possible after the end of each month the Government of Nicaragua shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1976, ship by ship and port by port, based on actual loadings in Nicaragua.

I have the honor to propose that, if the foregoing is acceptable to the Government of Nicaragua, this Note together with Your Excellency's confirmatory reply constitute an agreement between our two governments which shall enter into force on the date of your reply

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

JAMES D THEBERGE

James D Theberge
American Ambassador

His Excellency

ALEJANDRO MONTIEL ARGUELLO
Minister of Foreign Relations
Managua, D.N

*The Nicaraguan Acting Minister of Foreign Relations to the
American Ambassador*



MINISTERIO
DE
RELACIONES EXTERIORES

SECRETARIA GENERAL

SECCION DIPLOMATICA

MS. No. 035

Managua, D.N., 13 de mayo de 1976.

Señor Embajador:

Tengo el honor de dar aviso de recibo de la atenta comunicación de Vuestra Excelencia No. 25 del 26 de abril próximo pasado, por medio de la cual propone la celebración de un Acuerdo entre nuestros dos Gobiernos mediante un intercambio de notas acerca de la importación de la carne a los Estados Unidos de América, de conformidad con lo estipulado en la mencionada nota de Vuestra Excelencia, que traducida al español dice:

"Excelencia:

Tengo el honor de referirme a las discusiones entre representantes de nuestros dos gobiernos relativas a la importación a los Estados Unidos de carne fresca, refrigerada o congelada de ganado vacuno (Rubro 106.10 del cuadro de tarifas de los Estados Unidos) y carne fresca, refrigerada o congelada de ganado caprino y ovino, salvo de corderos (Rubro 106.20 del cuadro de tarifas de los Estados Unidos) durante el año civil de 1976 y a los acuerdos entre los Estados Unidos y otros países, que constituyen el programa de restricciones de 1975 concerniente a los envíos de tales carnes a los Estados Unidos. Con el entendimiento de que acuerdos similares se concertarán también para el año civil de 1976 con los gobiernos de otros países que participaron en el programa de restricciones de 1975 y que continúan exportando cantidades substanciales de carne a los Estados Unidos, tengo el honor de proponer el siguiente acuerdo entre nuestros dos gobiernos:

1. Con base en lo anterior, y con sujeción a lo indicado en el párrafo 4, la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1976 de parte de los

Excelentísimo Señor
JAMES D. THEBERGE,
EmbaJador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Managua, D.N.-

países que participan en el programa de restricciones será de 1155.0 millones de libras, y el Gobierno de Nicaragua y el Gobierno de los Estados Unidos de América asumirán respectivamente las obligaciones que se indican a continuación para reglamentar las exportaciones e importaciones a los Estados Unidos.

2. El Gobierno de Nicaragua limitará la cantidad de tales carnes exportadas de Nicaragua como envíos directos por medio de un conocimiento de embarque a los Estados Unidos, de tal manera que la cantidad introducida, o retirada de almacén, para consumo durante el año civil de 1976, no exceda de 48.9 millones de libras, o la mayor cifra que pueda resultar de los ajustes realizados en virtud del párrafo 4.

3. El Gobierno de los Estados Unidos de América podrá limitar a 48.9 millones de libras la cantidad de las importaciones de tales carnes cuyo origen es Nicaragua, bien sea en envíos por vía directa o indirecta, por medio de la promulgación de reglas que determinen la entrada, o retiro de almacén, para consumo en los Estados Unidos, con tal que, con respecto a las importaciones que son envíos directos de Nicaragua: (a) tales reglamentos no se empleen para determinar las fechas dentro del año civil de 1976 de entrada o retiro de almacén para el consumo de tales carnes de Nicaragua; y (b) tales reglamentos se promulguen después de que se hayan celebrado consultas con el Gobierno de Nicaragua conforme al párrafo 5 y solamente en circunstancias en las que es obvio que la cantidad de tales carnes que probablemente se presentará para su entrada o salida de almacén para consumo en el año civil de 1976, excederá la cantidad especificada en el párrafo 2. Es entendido que las estadísticas de la Aduana de los Estados Unidos de entradas, o retiros de almacén, para consumo serán usadas para los propósitos de este acuerdo. Tales estadísticas no incluirán las carnes a las que se les ha negado la entrada debido a la falta de cumplimiento de las normas apropiadas sobre carnes prescritas de acuerdo con la Ley Federal de Inspección de Carnes y sus enmiendas, y tales carnes no serán consideradas como parte de la cantidad descrita en el párrafo 2.

4. El Gobierno de los Estados Unidos de América podrá aumentar la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1976 de países que participan en el programa de restricciones o podrá adjudicar cualquier déficit calculado en una parte de la cantidad del programa de restricciones o en los cálculos iniciales de importaciones de países que no participen en el programa de restricciones. Seguidamente, si no se ha calculado un déficit para Nicaragua, tal aumento o déficit calculado será adjudicado a Nicaragua en la proporción que 48.9 millones de libras tienen con el total de participaciones iniciales de todos los países participantes en el programa de restricciones y que se calcula no tendrá déficit en el año civil de 1976. El procedimiento de adjudicación anterior no se aplicara a cualesquiera aumentos en el cálculo de importaciones de países que no participen en el programa de restricciones para el año civil de 1976.

5. El Gobierno de Nicaragua y el Gobierno de los Estados Unidos de América celebrarán consultas lo antes posible después de que uno de los gobiernos las solicite, en relación con cualquier asunto sobre la aplicación, interpretación o puesta en práctica del presente acuerdo, y sobre cualesquiera aumentos en la cantidad total de importaciones de Nicaragua permitida conforme al programa de restricciones y la adjudicación del déficit.

6. En el caso en que sea necesario implantar cuotas para las importaciones de tales carnes, el período representativo que el Gobierno de los Estados Unidos de América empleará para calcular la cuota de Nicaragua no incluirá el período entre el 1 de octubre de 1968 y el 30 de Junio de 1972, el año civil de 1975 y 1976, excepto por el acuerdo del Gobierno de Nicaragua.

7. (A) Para que ambos gobiernos puedan seguir el progreso de este acuerdo, el Gobierno de los Estados Unidos de América proporcionará al Gobierno de Nicaragua, tan pronto como sea posible, al final de cada semana, información estadística aduanera concerniente a las importaciones de tales carnes de todos los países abastecedores.

(B) El Gobierno de Nicaragua proporcionará mensualmente, tan pronto como sea posible, al Gobierno de los Estados Unidos de América, detalles del cuadro de llegadas hasta el 31 de Diciembre de 1976, barco por barco y puerto por puerto, basándose en los embarques reales de Nicaragua.

Tengo el honor de proponer que, si las disposiciones anteriores son aceptables al Gobierno de Nicaragua, esta nota, junto con la respuesta confirmatoria de Vuestra Excelencia, constituyen un acuerdo entre nuestros dos gobiernos que entrará en vigor en la fecha de vuestra respuesta.

Ruégole aceptar, Excelencia, las reiteradas seguridades de mi más alta consideración.

f) JAMES D. THEBERGE
Embajador de los Estados Unidos".

En respuesta me complace manifestar a Vuestra Excelencia que mi Gobierno acepta la concertación de un Acuerdo en los términos que se dejan trascritos, constituyendo la nota de Vuestra Excelencia

y la contestación de esta Cancillería un acuerdo entre nuestros dos Gobiernos, que entrará en vigor a partir de esta fecha.

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



TRANSLATION

Republic of Nicaragua
Ministry of Foreign Relations

General Secretariat
Diplomatic Section
Ms. No. 035

Managua, D.N., May 13, 1976

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note No. 25 of April 26, 1976, in which you propose that our two Governments enter into an agreement through an exchange of notes about the importation of meat into the United States of America in conformity with the stipulations in your aforesaid note, which in Spanish translation reads as follows:

[For the English language text, see pp. 2564-2566.]

In reply I take pleasure in informing Your Excellency that the foregoing terms are acceptable to my Government and your note and the Foreign Ministry's reply shall constitute an agreement between our two Governments which shall enter into force on this date.

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

H. Bodan S.

His Excellency
James D. Theberge,
Ambassador Extraordinary and Plenipotentiary,
of the United States of America,
Managua, D.N.

GUATEMALA

Trade: Meat Imports

*Agreement effected by exchange of notes
Signed at Guatemala April 29, 1976;
Entered into force April 29, 1976.*

The American Chargé d'Affaires ad interim to the Guatemalan Acting Minister of Foreign Relations

EMBASSY OF THE UNITED STATES OF AMERICA

No. 062

GUATEMALA, April 29, 1976

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1976 and to the agreements between the United States and other countries, constituting the 1975 restraint program concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the calendar year 1976 with governments of other countries that participated in the 1975 restraint program and which continue to export substantial quantities of meat to the United States, I have the honor to propose the following agreement between our two Governments:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries participating in the restraint program shall be 1155.0 million pounds, and the Government of the Republic of Guatemala and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of the Republic of Guatemala shall limit the quantity of such meats exported from Guatemala as direct shipments

on a through bill of lading to the United States in such a manner that the quantity entered, or withdrawn from warehouse, for consumption during the calendar year 1976 does not exceed 34.3 million pounds, or such higher figures as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit to 34.3 million pounds the quantity of imports of such meats of Guatemala origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption of the United States, provided that, with respect to imports which are direct shipments from Guatemala, (a) such regulations shall not be employed to govern the timing within calendar year 1976 of entry or withdrawal from warehouse for consumption of such meat from Guatemala, and (b) such regulations shall be issued after consultation with the Government of the Republic of Guatemala pursuant to paragraph 5 and only in circumstances where it is evident that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1976 will exceed the quantity specified in paragraph 2. It is understood that U.S. customs statistics of entries, or withdrawals from warehouse, for consumption will be used for purposes of this agreement. Such statistics shall not include meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended,^[1] and such meats will not be regarded as part of the quantity described in paragraph 2.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Guatemala, such increase or estimated shortfall shall be allocated to Guatemala in the proportion that 34.3 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1976. The foregoing allocation procedure shall not apply to any increase in the estimate of imports from countries not participating in the 1976 restraint program.

5. The Government of the Republic of Guatemala and the Government of the United States of America shall consult promptly upon the request of either Government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding any increase in the total quantity of imports from Guatemala permissible under the restraint program including allocation of any shortfall.

¹ 81 Stat. 584; 21 U.S.C. § 601 note.

6. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for Guatemala shall not include the period between October 1, 1968 and June 30, 1972 or the calendar years 1975 and 1976, except by the agreement of the Government of the Republic of Guatemala.

7. (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of the Republic of Guatemala as soon as possible after the end of each week customs statistical information concerning imports of such meats from all supplying countries.

(b) As soon as possible after the end of each month the Government of the Republic of Guatemala shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1976, ship by ship and port by port, based on actual loadings in Guatemala.

I have the honor to propose that, if the foregoing is acceptable to the Government of the Republic of Guatemala, this note together with Your Excellency's confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

GEORGE R. ANDREWS

Charge d'Affaires, a.i.

His Excellency

ALFREDO OBIOLS GÓMEZ

*Acting Minister of Foreign Relations
Republic of Guatemala*

*The Guatemalan Acting Minister of Foreign Relations to the
American Chargé d'Affaires ad interim*

10262

MINISTERIO DE RELACIONES EXTERIORES
REPÚBLICA DE GUATEMALA, C.A.

II-5/Am.10

Guatemala, 29 de abril de 1976.—

Señor Encargado de Negocios:

Tengo a honra referirme a la atenta nota de Vuestra Señoría, número 062 fechada el día de hoy, que copiada literalmente dice:

"Tengo el honor de referirme a las conversaciones entre representantes de nuestros dos Gobiernos relacionadas con las importaciones a los Estados Unidos, para consumo, de carne fresca, refrigerada o congelada de ganado vacuno (Rubro 106.10 del Cuadro de Aranceles de los Estados Unidos) y carne fresca, refrigerada o congelada de ganado caprino y ovino, salvo corderos (Rubro 106.20 del Cuadro de Aranceles de los Estados Unidos) durante el año civil de 1976, y a los acuerdos entre los Estados Unidos y otros países, que constituyen el programa de restricciones de 1975 en relación con los envíos de tales carnes a los Estados Unidos. Con el entendimiento de que acuerdos similares se concertarán también para el año civil de 1976 con los gobiernos de otros países que participaron en el programa de restricciones para 1975 y que continúan exportando cantidades sustanciales de carne a los Estados Unidos, tengo el honor de proponer el siguiente acuerdo entre nuestros dos Gobiernos:

1. Con base en lo anterior, y con sujeción a lo indicado en el párrafo 4, la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1976, procedentes de países que participen en el programa de res-

Honorable Señor George R. Andrews,
Encargado de Negocios a. i. de los
Estados Unidos de América,
C i u d a d . -

tricciones será de 1155.0 millones de libras y el Gobierno de la República de Guatemala y el Gobierno de los Estados Unidos de América asumirán respectivamente las responsabilidades que se indican a continuación para regular las exportaciones e importaciones a los Estados Unidos.

2. El Gobierno de la República de Guatemala limitará la cantidad de tales carnes exportadas de Guatemala como envíos directos con conocimiento de embarque a los Estados Unidos en una forma tal que la cantidad para la entrada o salida de almacén, para consumo, durante el año civil de 1976, no excederá 34.3 millones de libras o la cifra más alta que resultare de los ajustes en virtud del párrafo 4.

3. El Gobierno de los Estados Unidos de América podrá limitar a 34.3 millones de libras la cantidad de importaciones de tales carnes cuyo origen es Guatemala, bien sea en envíos por vía directa o indirecta, por medio de la promulgación de reglamentos que gobiernen la entrada o salida de almacén de las carnes para consumo en los Estados Unidos, disponiéndose que, con relación a importaciones que sean envíos directos de Guatemala: (a) tales reglamentos no se emplearán para gobernar durante el año civil de 1976 las fechas o momentos de entrada o salida de almacén para el consumo de tales carnes de Guatemala; y (b) tales reglamentos se promulgarán después de que se haya celebrado consultas con el Gobierno de la República de Guatemala, conforme al párrafo 5, y solamente bajo circunstancias en las que es obvio que la cantidad de tales carnes que probablemente se presentara para su entrada o salida de almacén para el consumo en el año civil de 1976 excediera la cantidad que se especifica en el párrafo 2. Tiéngase entendido que a los fines de este acuerdo serán empleadas las estadísticas de las aduanas de los Estados Unidos correspondientes a entradas o salidas de almacén para el consumo. Tales estadísticas no incluirán las carnes a las que se hubiere negado entrada por no satisfacer normas apropiadas prescritas de conformidad con la Ley Federal de Inspección de Carnes, según fue enmendada, y tales carnes no se considerarán parte de la cantidad descrita en el párrafo 2.

4. El Gobierno de los Estados Unidos de América podrá aumentar la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1976 de países que participen en el programa de restricciones o podrá adjudicar cualquier déficit calculado en una parte de la cantidad del programa de restricciones o en los cálculos iniciales de importaciones de países que no participen en el programa de restricciones. Seguidamente, si no se ha calculado un déficit para Guatemala, tal aumento o déficit calculado será adjudicado a Guatemala en la proporción que 34.3 millones de libras guardan con el total de participaciones iniciales de todos los países participantes en el programa de restricciones y que se calcula no tendrán déficit en el año civil de 1976. El procedimiento de adjudicación anterior no se aplicará a cualesquiera aumentos en el cálculo de importaciones de países que no participen en programa de restricciones para el año de 1976.

5. El Gobierno de la República de Guatemala y el Gobierno de los Estados Unidos de América celebrarán consultas lo antes posible después de que uno de los Gobiernos las solicite, en relación con cualquier asunto sobre la aplicación, interpretación o puesta en práctica del presente acuerdo, y sobre cualquier aumento de la cantidad total de importaciones de Guatemala permitidas conforme el programa de restricciones, inclusiva la adjudicación de cualquier déficit.

6. En el caso en que sea necesario implantar cuotas para las importaciones de tales carnes, el período representativo que el Gobierno de los Estados Unidos de América empleará para calcular la cuota de Guatemala no incluirá el período entre el 12 de octubre de 1968 y el 30 de junio de 1972 o los años civiles de 1975 y 1976, excepto por acuerdo del Gobierno de la República de Guatemala.

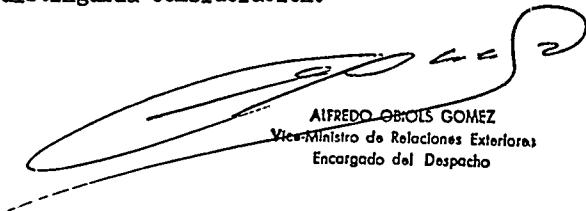
7. (a) Con el fin de que ambos Gobiernos puedan mantenerse informados sobre el progreso logrado en el marco del presente acuerdo, el Gobierno de los Estados Unidos de América proporcionará al Gobierno de la República de Guatemala lo antes posible después del fin de cada semana, información estadística aduanera relativa a las importaciones de tales carnes provenientes de todos los países proveedores.

(b) Lo antes posible después del fin de cada mes, el Gobierno de la República de Guatemala proporcionará al Gobierno de los Estados Unidos de América detalles sobre llegadas programadas hasta el 31 de diciembre de 1976, barco por barco y puerto de entrada por puerto de entrada, con base en los embarques reales en Guatemala.

Tengo el honor de proponer que si lo anterior es aceptable para el Gobierno de la República de Guatemala, la presente nota, junto con la nota de respuesta de Vues tra Excelencia confirmando lo antedicho, constituyan un acuerdo entre nuestros dos Gobiernos que entrará en vigor en la fecha de la respuesta de Vuestra Excelencia.

En respuesta, me complace comunicar a Vuestra Señoría que el Gobierno de Guatemala acepta en todos sus términos la propuesta contenida en la nota que contesto. Por lo tanto, dicha nota y la presente constituyen un Acuerdo formal entre nuestros dos Gobiernos sobre la materia, el cual entrará en vigor en esta misma fecha.

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



ALFREDO OBREGÓN GÓMEZ
Vice-Ministro de Relaciones Exteriores;
Encargado del Despacho

TRANSLATION

Ministry of Foreign Relations
Republic of Guatemala
II-5/Am.10

No. 10262

Guatemala, April 29, 1976

Sir:

I have the honor to refer to your note No. 062 of this date, which reads as follows:

[For the English language text, see pp. 2572-2574.]

In reply, I take pleasure in informing you that the Government of Guatemala accepts all the terms of the proposal contained in the note transcribed above. Therefore, that note and this note in reply shall constitute a formal agreement between our two Governments on the subject, which will enter into force on this date.

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

Alfredo Obiols Gómez

Alfredo Obiols Gómez
Acting Minister of Foreign Relations

The Honorable
George R. Andrews
Chargé d'Affaires ad interim
of the United States of America,
Guatemala City.

HAITI

Trade: Meat Imports

*Agreement effected by exchange of notes
Signed at Port-au-Prince April 30 and June 29, 1976;
Entered into force June 29, 1976.*

The American Ambassador to the Haitian Secretary of State for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 95

PORT-AU-PRINCE, April 30, 1976

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the tariff schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the tariff schedules of the United States) during the calendar year 1976 and to the agreements between the United States and other countries, constituting the 1975 Restraint Program concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the calendar year 1976 with Governments of other countries that participated in the 1975 Restraint Program and which continue to export substantial quantities of meat to the United States, I have the honor to propose the following agreement between our two Governments:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries participating in the Restraint Program shall be 1155.0 million pounds, and the Government of the Republic of Haiti and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of the Republic of Haiti shall limit the quantity of such meats exported from the Republic of Haiti as direct shipments

on a Through Bill of Lading to the United States in such a manner that the quantity entered, or withdrawn from warehouse, for consumption during the calendar year 1976 does not exceed 1.9 million pounds, or such higher figures as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit to 1.9 million pounds the quantity of imports of such meats of Haitian origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from Haiti. (a) Such regulations shall not be employed to govern the timing within calendar year 1976 of entry or withdrawal from warehouse for consumption of such meat from Haiti, and (b) Such regulations shall be issued after consultation with the Government of Haiti pursuant to paragraph 5 and only in circumstances where it is evident that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1976 will exceed the quantity specified in paragraph 2. It is understood that U.S. Customs statistics of entries, or withdrawals from warehouse, for consumption will be used for purposes of this agreement. Such statistics shall not include meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended, [1] and such meats will not be regarded as part of the quantity described in paragraph 2.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries participating in the Restraint Program or may allocate any estimated shortfall in a share of the Restraint Program quantity or in the initial estimates of imports from countries not participating in the Restraint Program. Thereupon, if no shortfall is estimated for the Republic of Haiti, such increase or estimated shortfall shall be allocated to the Republic of Haiti in the proportion that 1.9 million pounds bears to the total initial shares from all countries participating in the Restraint Program which are estimated to have no shortfall for the calendar year 1976. The foregoing allocation procedure shall not apply to any increase in the estimate of imports from countries not participating in the 1976 Restraint Program.

5. The Government of the Republic of Haiti and the Government of the United States of America shall consult promptly upon the request of either Government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding any increase in the total quantity of imports from the Republic of Haiti permissible under the Restraint Program including allocation of any shortfall.

¹ 81 Stat. 584; 21 U.S.C. § 601 note.

6. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for the Republic of Haiti shall not include the period between October 1, 1968 and June 30, 1972 or the calendar years 1975 and 1976, except by the agreement of the Government of the Republic of Haiti.

7 (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of the Republic of Haiti as soon as possible after the end of each week Customs statistical information concerning imports of such meats from all supplying countries.

(b) As soon as possible after the end of each month the Government of the Republic of Haiti shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1976, ship by ship and port by port, based on actual loadings in the Republic of Haiti.

I have the honor to propose that, if the foregoing is acceptable to the Government of the Republic of Haiti, this note together with Your Excellency's confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

HEYWARD ISHAM

Heyward Isham
Ambassador

His Excellency

EDNER BRUTUS,

*Secretary of State for Foreign Affairs,
Port-au-Prince.*

*The Haitian Secretary of State for Foreign Affairs ad interim to
the American Ambassador*

Département
des
Affaires Etrangères

République d'Haïti

EC/AC 267

Port-au-Prince, le 29 Juin 1976.

Monsieur l'Ambassadeur,

J'ai l'honneur d'accuser réception de votre lettre
No 95 du 30 Avril 1976 libellée comme suite:

J'ai l'honneur de me référer aux entretiens qui ont eu lieu entre les représentants de nos deux Gouvernements relativement à l'importation aux Etats-Unis, aux fins de consommation, de viande de bœuf fraîche, réfrigérée ou congelée (rubrique 106.10 du tarif douanier des Etats-Unis) et, de viande de chèvre ou de mouton, fraîche, réfrigérée ou congelée à l'exclusion de la viande d'agneau (rubrique 106.20 du tarif douanier des Etats-Unis), pendant l'année civile 1976, et aux accords conclus entre les Etats-Unis et d'autres pays qui instituent le programme de restriction de 1975 portant sur l'expédition desdites viandes aux Etats-Unis. Étant entendu que des accords semblables seront également conclus pour l'année civile 1976 avec les Gouvernements d'autres pays qui ont participé au programme de limitation de 1975 et qui continuent à exporter d'importantes quantités de viande aux Etats-Unis, j'ai l'honneur de proposer que l'accord suivant soit conclu entre nos deux Gouvernements.

1. Sur la base du paragraphe précédent, et sous réserve des dispositions du paragraphe 4, la quantité totale de telles viandes dont l'importation est autorisée aux Etats-Unis pendant l'année civile 1976 en provenance des pays participant au programme de limitation sera de 1,155.0 millions de livres, et le Gouvernement de la République d'Haïti et le Gouvernement des Etats-Unis assumeront respectivement les responsabilités énoncées ci-dessous, afin de réglementer les exportations vers les Etats-Unis et les importations aux Etats-Unis.

Son Excellence
Monsieur Heyward ISHEAX
Ambassadeur
Ambassade des Etats-Unis d'Amérique
PORT-AU-PRINCE.-

2. Le Gouvernement de la République d'Haiti limitera la quantité de telles viandes exportées de la République d'Haiti en tant qu'expéditions directes, accompagnées d'un connaissance à forfait de telle sorte que la quantité entrée aux Etats-Unis, ou dédouanée, aux fins de consommation pendant l'année civile 1976, ne dépasse pas 1.9 millions de livres, ou toute quantité supérieure pouvant résulter d'ajustements en vertu du paragraphe 4.

3. Le Gouvernement des Etats-Unis d'Amérique pourra limiter à 1.9 millions de livres les importations de telles viandes en provenance d'Haiti, qu'elles soient expédiées directement ou indirectement, par promulgation de règlements régissant leur entrée aux Etats-Unis, ou leur dédouanement, aux fins de consommation aux Etats-Unis, sous réserve, dans le cas d'importations qui sont des expéditions directes en provenance d'Haiti: (a) que ces règlements ne soient pas employés à déterminer pendant l'année civile 1976 le moment de l'entrée de ces expéditions aux Etats-Unis ou de leur dédouanement aux fins de consommation d'une telle viande en provenance d'Haiti; et (b) que ces règlements soient promulgués après consultation avec le Gouvernement de la République d'Haiti, conformément aux dispositions du paragraphe 5, et seulement dans le cas où il devient évident que la quantité d'une telle viande susceptible d'être présentée en vue de son entrée aux Etats-Unis ou de son dédouanement aux fins de consommation pendant l'année civile 1976 sera supérieure à la quantité stipulée au paragraphe 2. Il est entendu que les statistiques de la douane des Etats-Unis concernant les entrées aux Etats-Unis ou les dédouanements aux fins de consommation seront utilisées pour les besoins du présent accord. Lesdites statistiques ne comprendront pas les viandes dont l'entrée a été refusée du fait qu'elles n'étaient pas conformes aux normes appropriées prescrites en vertu de la loi Fédérale relative à l'inspection de la viande, telle qu'amendée, et de telles viandes ne seront pas considérées comme faisant partie de la quantité définie au paragraphe 2.

4.- Le Gouvernement des Etats-Unis d'Amérique pourra accorder la quantité totale des importations permises de telles viandes aux Etats-Unis pendant l'année civile 1976 en provenance de pays participant au programme de limitation ou pourra allouer une quantité supplémentaire pour compenser toute insuffisance dans les exportations au titre de la part fixée pour un pays participant au programme de limitation, ou dans les estimations initiales des importations en provenance de pays ne participant pas au dit programme.

Dans ce cas, si aucun déficit n'est anticipé pour Haïti, une portion d'un tel accroissement ou déficit estimé sera allouée à la République d'Haïti, dans la proportion même que 1.9 millions de livres représentant du total initial des parts de tous les pays participant au programme de limitation pour lesquels aucun déficit n'est anticipé pour l'année civile 1976. La procédure de répartition susmentionnée ne s'appliquera à aucune augmentation dans l'estimation des importations en provenance de pays ne participant pas au programme de limitation de 1976.

5. Le Gouvernement de la République d'Haïti et le Gouvernement des Etats-Unis d'Amérique entreront promptement en consultation, sur demande de l'un ou l'autre des Gouvernements, au sujet de toute question concernant l'application, l'interprétation, ou la mise en œuvre du présent accord, et de toute augmentation dans la quantité totale des importations permises dans le cadre du programme de limitation, y compris l'allocation de toute quantité supplémentaire pour compenser un déficit.

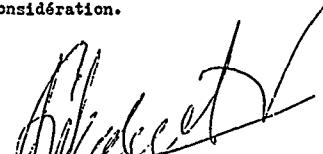
6. Au cas où des quotas sur l'importation de telles viandes deviendraient nécessaires, la période de base utilisée par le Gouvernement des Etats-Unis pour calculer le quota d'Haïti n'inclura pas la période du 1er Octobre 1968 au 30 Juin 1972, ni les années civiles 1975 et 1976, sauf accord du Gouvernement de la République d'Haïti.

7. A) Afin de permettre aux deux Gouvernements de suivre la mise en œuvre des dispositions du présent accord, le Gouvernement des Etats-Unis d'Amérique fera parvenir au Gouvernement de la République d'Haïti dès que possible après la fin de chaque semaine les renseignements statistiques concernant les importations de telles viandes en provenance de tous les pays fournisseurs.

B) Dès que possible, à la fin de chaque mois, le Gouvernement de la République d'Haïti fournira au Gouvernement des Etats-Unis d'Amérique le détail des arrivées de navires prévues jusqu'au 31 Décembre 1975, par navire et par port d'entrée, en se fondant sur les chargements effectués en Haïti.

Le Gouvernement de la République d'Haiti déclare accepter les propositions formulées aux paragraphes 1 à 7 ci-dessus. Votre lettre No 95 du 30 Avril 1976 et ma lettre de reponse constituent un accord, par échange de notes, entre nos deux gouvernements sur cette question. Cet accord entrera en vigueur à la date de cette présente note.

Je saisir cette occasion pour vous renouveler, Monsieur l'Am-bassadeur, les assurances de ma très haute considération.



Aurélien C. JSANTY

Secrétaire d'Etat a.i.

TRANSLATION

REPUBLIC OF HAITI
Department of Foreign Affairs

No. EC/AC/267

Port-au-Prince, June 29, 1976

Mr. Ambassador:

I have the honor to acknowledge receipt of your note No. 95 of April 30, 1976, worded as follows:

[For the English language text, see pp. 2580-2582.]

The Government of the Republic of Haiti hereby accepts the proposals formulated in paragraphs 1 to 7 above. Your note No. 95 of April 30, 1976 and my reply thereto constitute an agreement, by exchange of notes, between our two Governments on this question. This agreement shall enter into force on the date of this note.

I avail myself of this occasion to renew to you, Mr. Ambassador, the assurances of my very high consideration.

Aurélien C Jeanty

Aurélien C. Jeanty
Secretary of State a.i.

His Excellency
Heyward Isham,
Ambassador of the
United States of America,
Port-au-Prince.

HONDURAS

Trade: Meat Imports

*Agreement effected by exchange of notes
Signed at Tegucigalpa April 28 and June 10, 1976;
Entered into force June 10, 1976.*

The American Ambassador to the Honduran Minister of Foreign Relations

Embassy of the United States of America

Honduras, April 28, 1976

No. 058

Excellency:

I have the honor to refer to discussions between representatives of our two Governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1976 and to the agreements between the United States and other countries, constituting the 1975 restraint program concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the calendar year 1976 with governments of other countries that participated in the 1975 restraint program and which continue to export substantial quantities of meat to the United States, I have the honor to propose the following agreement between our two Governments:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year

His Excellency

Roberto Perdomo Paredes

Minister of Foreign Relations

Republic of Honduras

1976 from countries participating in the restraint program shall be 1155.0 million pounds, and the Government of the Republic of Honduras and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of the Republic of Honduras shall limit the quantity of such meats exported from Honduras as direct shipments on a through bill of lading to the United States in such a manner that the quantity entered, or withdrawn from warehouse, for consumption during the calendar year 1976 does not exceed 35.8 million pounds, or such higher figures as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit to 35.8 million pounds the quantity of imports of such meats of Honduras origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from Honduras: (a) such regulations shall not be employed to govern the timing within calendar year 1976 of entry or withdrawal from warehouse for consumption of such meat from Honduras; and (b) such regulations shall be issued after consultation with the Government of the Republic of Honduras pursuant to Paragraph 5 and only in circumstances where it is evident that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1976 will exceed the quantity specified in paragraph 2. It is understood that U.S. customs

statistics of entries, or withdrawals from warehouse, for consumption will be used for purposes of this agreement. Such statistics shall not include meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended, [1] and such meats will not be regarded as part of the quantity described in paragraph 2.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Honduras, such increase or estimated shortfall shall be allocated to Honduras in the proportion that 35.8 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1976. The foregoing allocation procedure shall not apply to any increase in the estimate of imports from countries not participating in the 1976 restraint program.

5. The Government of the Republic of Honduras and the Government of the United States of America shall consult promptly upon the request of either Government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding any increase in the total quantity of imports from Honduras permissible under the restraint program including allocation of any shortfall.

¹ 81 Stat. 584; 21 U.S.C. § 601 note.

6. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for Honduras shall not include the period between October 1, 1968 and June 30, 1972 or the calendar years 1975 and 1976, except by the agreement of the Government of the Republic of Honduras.

7. (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of the Republic of Honduras as soon as possible after the end of each week customs statistical information concerning imports of such meats from all supplying countries.

(b) As soon as possible after the end of each month the Government of the Republic of Honduras shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1976, ship by ship and port by port, based on actual loadings in Honduras.

I have the honor to propose that, if the foregoing is acceptable to the Government of the Republic of Honduras, this note together with Your Excellency's confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

Phillip V Sanchez

Ambassador

The Honduran Minister of Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
DE LA
REPUBLICA DE HONDURAS

No. 224 A.J.76

Tegucigalpa, D.C., 10 de Junio de 1976

Señor Embajador:

Tengo el honor de referirme a la Nota No. 058 de Vuestra Excelencia, fechada el 28 de abril del corriente año, que dice:

"Tegucigalpa, D.C., 28 de Abril de 1976.-No. 058.- Excelencia: Tengo el honor de referirme a las conversaciones entre representantes de nuestros dos gobiernos relacionadas con las importaciones a los Estados Unidos, para consumo, de carne fresca, refrigerada o congelada de ganado vacuno (rubro 106.10 del Cuadro de Aranceles de los Estados Unidos) y carne fresca, refrigerada o congelada de ganado caprino y ovino, salvo corderos (rubro 106.20 del Cuadro de Aranceles de los Estados Unidos) durante el año civil de 1976, y a los acuerdos entre los Estados Unidos y otros países, que constituyen el Programa de Restricciones de 1975 en relación con los envíos de tales carnes a los Estados Unidos. Con el entendimiento de que acuerdos similares se concertarán también para el año civil de 1976 con los gobiernos de otros países que participaron en el Programa de Restricciones para 1975 y que continúan exportando cantidades sustanciales de carne a los Estados Unidos, tengo el honor de proponer el siguiente acuerdo entre nuestros dos gobiernos: 1. Con base en lo anterior, y con sujeción a lo indicado en el párrafo 4, la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1976, procedentes de países que participen en el Programa de Restricciones, será de 1155.0 millones de libras y el Gobierno de la República de Honduras y el Gobierno de los Estados Unidos de América asumirán respectivamente las responsabilidades que se indican a continuación para reglamentar las exportaciones e importaciones a los Estados Unidos.- 2. El Gobierno de Honduras limitará la cantidad de tales carnes exportadas de Honduras como envíos directos con conocimiento de embarque a los Estados Unidos en una forma tal que la cantidad para la entrada o salida de almacén, para consumo, durante el año civil de 1976, no excederá 35.8 millones de libras o la cifra más alta que resultare de los ajustes en virtud del párrafo 4.- 3. El Gobierno de los Estados Unidos de América po--

Excelentísimo Señor
Philip V Sánchez
Embajador de los Estados Unidos de América
Ciudad.

TIAS 8328

drá limitar a 35.8 millones de libras la cantidad de importaciones de tales carnes cuyo origen es Honduras, bien sea en envíos por vía directa o indirecta, por medio de la promulgación de reglamentos que gobiernen la entrada o salida de almacén de las carnes para consumo en los Estados Unidos, disponiéndose que, con relación a importaciones que sean envíos directos de Honduras (a) tales reglamentos no se emplearán para gobernar durante el año civil de 1976 las fechas o momentos de entrada o salida de almacén para el consumo de tales carnes de Honduras; y (b) tales reglamentos se promulgarán después de que se hayan celebrado consultas con el Gobierno de Honduras, conforme al párrafo 5, y sólo mente bajo circunstancias en las que es obvio que la cantidad de tales carnes que probablemente se presentará para su entrada o salida de almacén para el consumo en el año civil de 1976 excederá la cantidad que se especifica en el párrafo 2. Tiéngase entendido que a los fines de este acuerdo serán empleadas las estadísticas de las aduanas de los Estados Unidos correspondientes a entradas o salidas de almacén para el consumo. Tales estadísticas no incluirán las carnes a las que se hubiere negado entrada por no satisfacer normas apropiadas prescritas de conformidad con la ley federal de inspección de carnes, según fué enmendada, y tales carnes no se considerarán parte de la cantidad descrita en el párrafo 2.- 4. El Gobierno de los Estados Unidos de América podrá aumentar la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1976 de países que participen en el Programa de Restricciones o podrá adjudicar cualquier déficit calculado en una parte de la cantidad del Programa de Restricciones o en los cálculos iniciales de importaciones de países que no participen en el Programa de Restricciones. Seguidamente, si no se ha calculado un déficit para Honduras, tal aumento o déficit calculado será adjudicado a Honduras en la proporción que 35.8 millones de libras guardan con el total de participaciones iniciales de todos los países participantes en el Programa de Restricciones y que se calcula no tendrán déficit en el año civil de 1976. El procedimiento de adjudicación anterior no se aplicará a cualesquier aumentos en el cálculo de importaciones de países que no participen en el Programa de Restricciones para el año de 1976.- 5. El Gobierno de Honduras y el Gobierno de los Estados Unidos de América celebrarán consultas lo antes posible después de que uno de los gobiernos las solicite, en relación con cualquier asunto sobre la aplicación, interpretación o puesta en práctica del presente acuerdo, y sobre cualquier aumento de la cantidad total de importaciones de Honduras permitidas conforme al Programa de Restricciones, inclusive la adjudicación de cualquier déficit.- 6. En el

caso en que sea necesario implantar cuotas para las importaciones de tales carnes, el período representativo que el Gobierno de los Estados Unidos de América empleará para calcular la cuota de Honduras no incluirá el período entre el 1 de octubre de 1968 y el 30 de junio de 1972, o los años civiles de 1975 y 1976, excepto por acuerdo del Gobierno de Honduras.- 7 (a) Con el fin de que ambos gobiernos puedan mantenerse informados sobre el progreso logrado en el marco del presente acuerdo, el Gobierno de los Estados Unidos de América proporcionará al Gobierno de Honduras lo antes posible después del fin de cada semana, información estadística aduanera relativa a las importaciones de tales carnes provenientes de todos los países proveedores.- (b) Lo antes posible después del fin de cada mes, el Gobierno de Honduras proporcionará al Gobierno de los Estados Unidos de América detalles sobre llegadas programadas hasta el 31 de diciembre de 1976, barco por barco y puerto de entrada por puerto de entrada, con base en los embarques reales en Honduras.- Tengo el honor de proponer que si lo anterior es aceptable para el Gobierno de la República de Honduras, la presente nota, junto con la nota de respuesta de Vuestra Excelencia confirmando lo antedicho constituyan un Acuerdo entre nuestros dos gobiernos, que entrará en vigor en la fecha de la respuesta de Vuestra Excelencia.-f) Philip V Sánchez."

Tengo la honra de informar a Vuestra Excelencia que las proposiciones establecidas en la Nota anteriormente transcrita, son aceptables al Gobierno de la República de Honduras y está conforme en que la Nota de Vuestra Excelencia y la de contestación de esta Secretaría de Estado, constituyan un Acuerdo entre los Gobiernos de ambos países, el cual entrará en vigor en esta fecha.

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


RICARDO ARTURO PINEDA MILLA
Ministro de Relaciones Exteriores por la ley
Honduras, C.A.

TRANSLATION

DEPARTMENT OF FOREIGN RELATIONS
of the Republic of Honduras

No. 224 A.J.76

Tegucigalpa, D.C., June 10, 1976

Mr. Ambassador:

I have the honor to refer to Your Excellency's note No. 058, dated April 28, 1976, which reads as follows:

[For the English language text, see pp. 2589-2592.]

I have the honor to inform Your Excellency that the proposals made in the note transcribed above are acceptable to the Government of the Republic of Honduras, which agrees that Your Excellency's note and the Foreign Ministry's reply shall constitute an agreement between the Governments of the two countries which shall enter into force on today's date.

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

R. A. Pineda Milla
Ricardo Arturo Pineda Milla
Minister of Foreign Relations
[Seal]

His Excellency
Philip V. Sánchez,
Ambassador of the
United States of America,
Tegucigalpa, D.C.

DOMINICAN REPUBLIC

Trade: Meat Imports

*Agreement effected by exchange of notes
Signed at Santo Domingo April 29 and June 30, 1976;
Entered into force June 30, 1976.*

*The American Chargé d'Affaires ad interim to the Dominican Secretary
of State for Foreign Relations*

EMBASSY OF THE UNITED STATES OF AMERICA

SANTO DOMINGO, DOMINICAN REPUBLIC
No. 26 April 29, 1976

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States), during the Calendar Year 1976 and to the agreements between the United States and other countries, constituting the 1975 restraint program concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the Calendar Year 1976 with governments of other countries that participated in the 1975 restraint program and which continue to export substantial quantities of meat to the United States, I have the honor to propose the following agreement between our two governments:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the Calendar Year 1976 from countries participating in the restraint program shall be 1155.0 million pounds, and the Government of the Dominican Republic and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of the Dominican Republic shall limit the quantity of such meats exported from the Dominican Republic as

direct shipments on a through bill of lading to the United States in such a manner that the quantity entered, or withdrawn from warehouse, for consumption during the Calendar Year 1976 does not exceed 14.4 million pounds, or such higher figures as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit to 14.4 million pounds the quantity of imports of such meats of Dominican Republic origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from the Dominican Republic:

(A) Such regulations shall not be employed to govern the timing within Calendar Year 1976 of entry or withdrawal from warehouse for consumption of such meat from the Dominican Republic;

(B) Such regulations shall be issued after consultation with the Government of the Dominican Republic pursuant to paragraph 5 and only in circumstances where it is evident that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the Calendar Year 1976 will exceed the quantity specified in paragraph 2. It is understood that U.S. Customs statistics or entries, or withdrawals from warehouse, for consumption will be used for purposes of this agreement. Such statistics shall not include meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended,^[1] and such meats will not be regarded as part of the quantity described in paragraph 2.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the Calendar Year 1976 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for the Dominican Republic, such increase or estimated shortfall shall be allocated to the Dominican Republic in the proportion that 14.4 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the Calendar Year 1976. The foregoing allocation procedure shall not apply to any increase in the estimate of imports from countries not participating in the 1976 restraint program.

5. The Government of the Dominican Republic and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding any increase in the total quantity of imports from

¹ 81 Stat. 584; 21 U.S.C. § 601 note.

the Dominican Republic permissible under the restraint program including allocation of any shortfall.

6. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for the Dominican Republic shall not include the period between October 1, 1968 and June 30, 1972 or the Calendar Years 1975 and 1976, except by the agreement of the Government of the Dominican Republic.

7. (A) To enable both governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of the Dominican Republic as soon as possible after the end of each week customs statistical information concerning imports of such meats from all supplying countries.

(B) As soon as possible after the end of each month the Government of the Dominican Republic shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1976, ship by ship and port by port, based on actual loadings in the Dominican Republic.

I have the honor to propose that, if the foregoing is acceptable to the Government of the Dominican Republic, this note together with Your Excellency's confirmatory reply constitute an agreement between our two governments which shall enter into force on the date of your reply.

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

PHILIP AXELROD

Chargé d'Affaires, a.i.

His Excellency

Commodore RAMÓN EMILIO JIMÉNEZ HIJO

Secretary of State for Foreign Relations

Santo Domingo

*The Dominican Secretary of State for Foreign Relations to the
American Ambassador*



REPÚBLICA DOMINICANA

Secretaría de Estado
de Relaciones Exteriores

DEJ 14539

Santo Domingo, D.O.
30 de junio 1976.-

Excelencia:

Tengo el honor de referirme a Vuestra Nota No. 26, de fecha 29 de abril de 1976 relativa a las conversaciones sostenidas entre representantes de nuestros dos Gobiernos relacionadas con las importaciones a Estados Unidos, para consumo, de carne fresca, refrigerada o congelada de ganado vacuno (Rubro 106.10 del Cuadro de Aranceles de los Estados Unidos) y carne fresca, refrigerada o congelada de ganado caprino y ovino, salvo corderos (Rubro 106.20 del Cuadro de Aranceles de los Estados Unidos) durante el año civil de 1976, y a los acuerdos entre los Estados Unidos y otros países, que constituyen el programa de restricciones de 1975 respecto a los envíos de tales carnes a los Estados Unidos, para proponer el siguiente Acuerdo entre nuestros dos Gobiernos:

1. Con base en lo anterior, y con sujeción a lo indicado en el Párrafo 4, la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1976, procedentes de países que participen en el programa de restricciones será de 1155,0 millones de libras y el Gobierno

A Su Excelencia
Robert A. Hurwitz,
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América,
Ciudad.

de la República Dominicana y el Gobierno de los Estados Unidos de América asumirán respectivamente las responsabilidades que se indican a continuación para regularizar las exportaciones e importaciones a los Estados Unidos.

2. El Gobierno de la República Dominicana limitará la cantidad de tales carnes exportadas de la República Dominicana como envíos directos con conocimiento de embarque a los Estados Unidos en una forma tal que la cantidad para la entrada o salida de almacén, para consumo, durante el año civil de 1976, no excederá 14.4 millones de libras o la cifra más alta que resultare de los ajustes en virtud del Párrafo 4.

3. El Gobierno de los Estados Unidos de América podrá limitar a 14.4 millones de libras la cantidad de importaciones de tales carnes cuyo origen es la República Dominicana, bien sea en envíos por vía directa o indirecta, por medio de la promulgación de reglamentos que gobiernen la entrada o salida de almacén de las carnes para consumo en los Estados Unidos, disponiéndose que, con relación a importaciones que sean envíos directos de la República Dominicana:

(a) tales reglamentos no se emplearán para gobernar durante el año civil de 1976 las fechas o momentos de entrada o salida de almacén para el con-

sumo de tales carnes de la República Dominicana; y

(b) tales reglamentos se promulgarán después de que se hayan celebrado consultas con el Gobierno de la República Dominicana, conforme al Párrafo 5, y solamente bajo circunstancias en las que es obvio que la cantidad de tales carnes que probablemente se presentará para su entrada o salida de almacén para el consumo en el año civil de 1976 excederá la cantidad que se especifica en el Párrafo 2. Tiéngase entendido que a los fines de este Acuerdo serán empleadas las estadísticas de las Aduanas de los Estados Unidos correspondientes a entradas o salidas de almacén para el consumo. Tales estadísticas no incluirán las carnes a las que se hubiere negado entrada por no satisfacer normas apropiadas prescritas de conformidad con la Ley Federal de Inspección de Carnes, según fue enmendada, y tales carnes no se considerarán parte de la cantidad descrita en el Párrafo 2.

4. El Gobierno de los Estados Unidos de América podrá aumentar la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1976 de países que participen en el programa de restricciones o podrá adjudicar cualquier déficit calculado en una parte de la cantidad del programa de restricciones o en los cálculos iniciales de importaciones de países que no participen en el programa de restricciones. Seguidamente, si no

se ha calculado un déficit para la República Dominicana, tal aumento o déficit calculado, será adjudicado a la República Dominicana en la proporción que 14.4 millones de libras guardan con el total de participaciones iniciales de todos los países participantes en el programa de restricciones y que se calcula no tendrá déficit en el año civil de 1976. El procedimiento de adjudicación anterior no se aplicará a cualesquiera aumentos en el cálculo de importaciones de países que no participen en el programa de restricciones para el año de 1976.

5. El Gobierno de la República Dominicana y el Gobierno de los Estados Unidos de América celebrarán consultas lo antes posible después de que uno de los gobiernos las solicite, en relación con cualquier asunto sobre la aplicación, interpretación o puesta en práctica del presente Acuerdo, y sobre cualquier aumento de la cantidad total de importaciones de la República Dominicana permitidas conforme al programa de restricciones, inclusive la adjudicación de cualquier déficit.

6. En el caso en que sea necesario implantar cuotas para las importaciones de tales carnes, el período representativo que el Gobierno de los Estados Unidos de América empleará para calcular la cuota de la República Dominicana no incluirá el período entre el 1ro. de octubre de 1968 y el 30 de ju-

nio de 1972 o los años civiles de 1975 y 1976, excepto por acuerdo del Gobierno de la República Dominicana.

7. (a) Con el fin de que ambos gobiernos puedan mantenerse informados sobre el progreso logrado en el marco del presente Acuerdo, el Gobierno de los Estados Unidos de América proporcionará al Gobierno de la República Dominicana lo antes posible después del fin de cada semana, información estadística aduanera relativa a las importaciones de tales carnes provenientes de todos los países proveedores.

(b) Lo antes posible después del fin de cada mes, el Gobierno de la República Dominicana proporcionará al Gobierno de los Estados Unidos de América detalles sobre llegadas programadas hasta el 31 de diciembre de 1976, barco por barco y puerto de entrada por puerto de entrada, con base en los embarques reales en la República Dominicana.

Tengo el honor de comunicar a Vuestra Excelencia que mi Gobierno ha aceptado la propuesta del Ilustrado Gobierno norteamericano y que por tanto la presente Nota en contestación a Vuestra Nota, conforme se expresa en la misma, constituyen un Acuerdo entre nuestros dos Gobiernos, cuya entrada en vigor quedará señalada por la fecha de la presente Nota.

Acepte, Excelencia las renovadas seguridades de mi más alta consideración.

TRANSLATION

DOMINICAN REPUBLIC
Department of State for
Foreign Relations
DEJ 14539

Santo Domingo,
Dominican Republic
June 30, 1976

Excellency:

I have the honor to refer to Your Excellency's note No. 26 of April 29, 1976, concerning the discussions between representatives of our two Governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled, or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States), during the calendar year 1976 and to the agreements between the United States and other countries, constituting the 1975 restraint program concerning shipments of such meats to the United States, and proposing the following agreement between our two Governments:

[For the English language text, see pp. 2597-2599.]

I have the honor to inform Your Excellency that my Government has accepted the proposal of the Government of the United States and that therefore this note of reply together with your note, in the terms stated therein, shall constitute an agreement between our two Governments which shall enter into force on the date of this note.

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

R. Emilio Jiménez hijo

His Excellency
Robert A. Hurwitch,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Santo Domingo.

PANAMA

Trade: Meat Imports

*Agreement effected by exchange of notes
Signed at Panama April 26 and July 7, 1976;
Entered into force July 7, 1976.*

The American Ambassador to the Panamanian Minister of Foreign Relations

No. 55

PANAMA, April 26, 1976

I have the honor to refer to discussions between representatives of our two governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1976 and to the agreements between the United States and other countries, constituting the 1975 Restraint Program concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the calendar year 1976 with governments of other countries that participated in the 1975 Restraint Program and which continue to export substantial quantities of meat to the United States, I have the honor to propose the following agreement between our two governments:

(1) On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries participating in the Restraint Program shall be 1155.0 million pounds, and the Government of Panama and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

(2) The Government of Panama shall limit the quantity of such meats exported from Panama as direct shipments on a through bill of lading to the United States in such a manner that the quantity entered, or withdrawn from warehouse, for consumption during the calendar year 1976 does not exceed 2.6 million pounds, or such higher figures as may result from adjustments pursuant to paragraph 4.

(3) The Government of the United States of America may limit to 2.6 million pounds the quantity of imports of such meats of Panamanian origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from Panama: (A) Such regulations shall not be employed to govern the timing within calendar year 1976 of entry or withdrawal from warehouse for consumption of such meat from Panama; and (B) Such regulations shall be issued after consultation with the Government of Panama pursuant to paragraph 5 and only in circumstances where it is evident that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1976 will exceed the quantity specified in paragraph 2. It is understood that U.S. Customs statistics of entries, or withdrawals from warehouse, for consumption will be used for purposes of this agreement. Such statistics shall not include meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended,^[1] and such meats will not be regarded as part of the quantity described in paragraph 2.

(4) The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries participating in the Restraint Program or may allocate any estimated shortfall in a share of the Restraint Program quantity or in the initial estimates of imports from countries not participating in the Restraint Program. Thereupon, if no shortfall is estimated for Panama, such increase or estimated shortfall shall be allocated to Panama in the proportion that 2.6 million pounds bears to the total initial shares from all countries participating in the Restraint Program which are estimated to have no shortfall for the calendar year 1976. The foregoing allocation procedure shall not apply to any increase in the estimate of imports from countries not participating in the 1976 Restraint Program.

(5) The Government of Panama and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation, or implementation of this agreement, and regarding any increase in the total quantity of imports from Panama permissible under the Restraint Program including allocation of any shortfall.

(6) In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for Panama shall not include the period between October 1, 1968 and June 30, 1972 or the calendar years 1975 and 1976, except by the agreement of the Government of Panama.

¹ 81 Stat. 584; 21 U.S.C. § 601 note.

(7) (A) To enable both governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of Panama as soon as possible after the end of each week customs statistical information concerning imports of such meats from all supplying countries. (B) As soon as possible after the end of each month the Government of Panama shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1976, ship by ship and port by port, based on actual loadings in Panama.

I have the honor to propose that, if the foregoing is acceptable to the Government of Panama, this note together with Your Excellency's confirmatory reply constitute an agreement between our two governments which shall enter into force on the date of your reply.

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

WILLIAM J. JORDEN

His Excellency

Lic. AQUILINO E. BOYD,
Minister of Foreign Relations,
Panama.

The Panamanian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES
PANAMA 4, PANAMA
Nº DREU-152/1336-2

JULIO 7 DE 1976.

SEÑOR EMBAJADOR:

Tengo el honor de referirme nuevamente a la nota de Vuestra Excelencia, Nº 55 de Abril 26 de 1976, mediante la cual propone los términos de un acuerdo entre los gobiernos de su país y de la República de Panamá para el suministro a Estados Unidos de América de carnes de res, de cabra y de carnero por un total de 2.6 millones de libras durante el año de 1976.

Deseo manifestar a Vuestra Excelencia que tales términos son satisfactorios al Gobierno de Panamá, mas quiero agregar que Su Excelencia el Ministro de Desarrollo Agropecuario ha expresado la esperanza de que, no obstante esta aceptación, el Gobierno de Estados Unidos quiera atender las aspiraciones de Panamá a fin de que las próximas asignaciones de cuotas que haga permitan a la República exportar a Estados Unidos de América un volumen de carne que absorba los excedentes del producto generados a través de los pro-

gramas que impulsa el Gobierno de Panamá con la ayuda técnica y financiera de entidades internacionales.

Aprovecho la ocasión para reiterar a Vuestra Excelencia las seguridades de mi más distinguida consideración.

A E Boyd

Aquilino E. Boyd,
Ministro de Relaciones Exteriores.

Su Excelencia

WILLIAM J. JORDEN,

*Embajador de Estados Unidos de América,
Panamá, República de Panamá.*

TIAS 8330

TRANSLATION

No. DREU-152/1336-2

REPUBLIC OF PANAMA
Ministry of Foreign Relations
Panama 4, Panama

July 7, 1976

Mr. Ambassador:

I have the honor to refer again to Your Excellency's note No. 55 of April 26, 1976 proposing the terms of an agreement between the government of your country and the Republic of Panama for the supply to the United States of America of meat of cattle, goats, and sheep for a total of 2.6 million pounds in 1976.

I wish to inform Your Excellency that these terms are satisfactory to the Government of Panama. However, I should like to mention that the Minister of Agricultural Development has expressed the hope that, notwithstanding this acceptance, the United States Government will fulfill Panama's aspirations and that its next assignment of quotas will permit Panama to export to the United States a volume of meat which will absorb the surpluses of this product generated by the programs which the Government of Panama is promoting with the technical and financial assistance of international agencies.

I avail myself of this occasion to renew to Your Excellency the assurances of my most distinguished consideration.

A. E. Boyd

Aquilino E. Boyd
Minister of Foreign Relations

His Excellency
William J. Jorden,
Ambassador of the
United States of America,
Panama, Republic of Panama.

CANADA

Long Range Aid to Navigation (LORAN-C) Station at
Williams Lake, British Columbia

*Agreement effected by exchange of notes
Signed at Ottawa May 28 and June 3, 1976;
Entered into force June 3, 1976.*

*The American Ambassador to the Canadian Secretary of State for
External Affairs*



EMBASSY OF THE
UNITED STATES OF AMERICA

No. 113

Ottawa, May 28, 1976

Sir:

I have the honor to refer to discussions between officials of our two governments concerning the desirability of improved marine radionavigation systems in areas of mutual interest.

These discussions have indicated that cooperative establishment of a Loran-C Station in the vicinity of Williams Lake, British Columbia would be to the mutual advantage of the United States and Canada. Accordingly, I wish to propose that the Government of the United States of America and the Government of Canada enter into an Agreement for the construction, operation, and maintenance of such a Loran-C Station. This station will be constructed, operated and maintained by an agency of the Government of Canada in accordance with the terms and conditions contained in the Annex to this note. It is understood that this Agreement will be conditional on both the Government of the United States and the Government of Canada making available the required funds.

Except as may otherwise be agreed, this Agreement shall remain in force for a period of at least ten

The Honorable
Allen MacEachen,
Secretary of State
for External Affairs,
Ottawa.

years. Thereafter, the Agreement shall remain in force until terminated in accordance with the following procedures. At any time after the Agreement has remained in force for at least nine years, the Government of the United States of America and the Government of Canada will consult, at the request of either of them with regard to its continuation. If the Government of the United States of America and the Government of Canada cannot agree to the continuation of this Agreement within one year after such a request for consultation, the Agreement shall be terminated upon one year's written notice by either Party to the other.

If the foregoing is acceptable to your Government, I have the further honor to propose that this note and its Annex, together with your reply to that effect, shall constitute an Agreement between the Government of the United States of America and the Government of Canada, which shall enter into force on the date of your reply.

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

Enclosure:

Annex

Thomas O. Enders [1]
July 8

¹ Thomas O. Enders

ANNEX

Terms and Conditions Governing the Establishment,
Maintenance and Operation of a Loran-C Transmitting
Station and its Associated Monitor Control Station in
British Columbia.

1. Cooperating Agencies

The project shall be conducted by Cooperating Agencies designated by each Government. On the part of the Government of the United States of America the Cooperating Agency will be the United States Coast Guard, (hereinafter referred to as U.S.C.G.) and on the part of the Government of Canada the Cooperating Agency will be the Canadian Coast Guard (hereinafter referred to as C.C.G.). Either Government may change the designation of its Cooperating Agency by means of a notice in writing to the other Government.

2. Site Selection

The C.C.G. will select a site for the Loran-C transmitting station in the vicinity of Williams Lake, British Columbia. The U.S.C.G. will provide assistance in site selection at the request of the C.C.G. Location of the antennas, ground system and buildings on the selected site will be the responsibility of the C.C.G., based on guidelines provided by the U.S.C.G.

3. Land Acquisition

Land required as sites for the stations will be acquired by the C.C.G. at C.C.G. expense. Ownership shall be vested in the Crown in right of Canada.

4. Loran-C Electronic Equipment

The U.S.C.G. will provide without charge (including transportation costs) all electronic equipment

necessary to produce, receive, synchronize and monitor the Loran-C signals, and will retain title thereto. This equipment will include communications equipment necessary for operational control among the stations in the Loran-C chain of which the Williams Lake Transmitting Station is an integral part. In addition, the U.S.C.G. shall provide, without charge, instruction books, technical documentation and standards and procedures for the operation and maintenance of the Loran-C Station.

Installation will be accomplished by Canadian personnel at C.C.G. expense. Technical assistance for installation and adjustment will be provided without charge by the U.S.C.G. at C.C.G. request. An initial allowance of spare parts will be provided without charge by the U.S.C.G. so long as such items are available. Supply support levels and procedures should be agreed upon through contractual arrangements between the Canadian Department of Supply and Services, Washington, D. C. and the U.S.C.G. Field changes including associated equipment developed by the U.S.C.G. will be provided without charge by the U.S.C.G.

5. Buildings

The U.S.C.G. will provide without charge typical plans for the buildings to house major Loran-C equipment. These plans will specify space requirements, equipment locations, floor plans, bonding, ducting, floor loading, cable routing and other details and criteria peculiar to Loran-C Transmitting Station construction. The C.C.G. will construct, at C.C.G. expense, all buildings necessary to house the Loran-C electronic equipment.

6. Primary and Standby Power, and Ancillary Equipment

The C.C.G. will provide primary and standby electrical power suitable for operation of the Loran-C Station, and all ancillary equipment for the Station's operation. The U.S.C.G. will identify the power requirements of electronic equipment which it will furnish.

7. Antennas and Ground Systems

The C.C.G. will provide and install the Loran-C Transmitting and Receiving Station antennas and ground systems. The transmitting antenna is to be constructed and erected in conformity with design specifications and erection criteria to be provided without charge by the U.S.C.G. Should the C.C.G. experience antenna procurement difficulties because the equipment is not readily procurable on the open market, the U.S.C.G. may provide the Loran-C Transmitting and Receiving antennas on a reimbursable basis.

8. Training

Required training of Canadian personnel will be provided by the U.S.C.G. on terms and conditions to be agreed upon. All related costs associated with travel, lodging and meals of Canadian personnel will be paid by the C.C.G. Any training not normally provided to U.S.C.G. personnel, however, will be funded entirely by the C.C.G.

9. Operation and Maintenance

Operation and maintenance functions of the completed station, and costs associated therewith are to be carried out and paid for by the C.C.G. with the exception of the communication links which will be paid for by the Cooperating agency of the country in which the communication links

are located. The C.C.G. will be responsible for proper operation of the station in accordance with standard Loran-C operating procedures and techniques to be provided without charge by the U.S.C.G., subject to any modifications agreed to after consultation between the cooperating agencies.

10. Frequency Assignment and Technical Characteristics

Application for the assignment of a Loran-C operating frequency for the Williams Lake Station will be the responsibility of the C.C.G. The technical characteristics are as follows:

- (a) Assigned frequency - 100 kHz
- (b) Transmitting Power - .44 Megawatt peak, transmitter duty cycle approximately 0.02
- (c) Emission 20 P 9
- (d) Power spectrum - In accordance with Article 5 No. 166 of the ITU Radio Regulations (Geneva 1959) at least 99% of the total power of the emissions shall be confined within the band 90-110 kHz and such emissions shall not cause harmful interference outside that band to stations operating in accordance with the aforementioned Radio Regulations.

11. Time Schedule - Critical Dates

The Williams Lake Loran-C Transmitting Station will be on air continuously transmitting signals at full power and in stable synchronization by January 31, 1977, or as near thereafter as possible.

12. Charting

The United States Government will provide the Canadian Government free of charge with the necessary charting data to permit the appropriate Canadian Agency to prepare and publish navigation charts covered by

signals originating from the Loran-C chain of which the Williams Lake Transmitting Station is an integral part.

13. System Accuracy Flight Check

The U.S.C.G. will provide system accuracy flight check facilities to permit the initial accuracy check of the Loran-C chain of which the Williams Lake Station is an integral part. The cost of this initial check shall be shared equally by the U.S.C.G. and the C.C.G.

14. Termination

Upon termination of station operation all equipment owned by the U.S.C.G. and made available free of charge to the C.C.G. pursuant to this Agreement shall be removed by the U.S.C.G., or otherwise disposed of under terms and conditions to be agreed upon.

15. Taxes

Each Government shall, to the extent permitted by its Federal legislation, grant relief from all taxes or Customs duties on materials and equipment used in the maintenance or operation of the Loran-C Transmitter and Monitor Control Stations. In particular, Canada shall grant remission of Customs duties and excise taxes on goods imported and Federal sales and excise taxes on goods purchased in Canada, specifically for the purpose of these facilities, which are or are to become property of the United States and are to be used in the maintenance or operation of these facilities. Canada shall also grant refund by ways of drawback of the Customs duty paid on goods imported by Canadian manufacturers specifically for the purpose of these facilities 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 in connection with the maintenance and operation of the facility.

16. Liability

The U.S.C.G. shall not be liable for any claims arising out of the use of the equipment provided free of charge to the C.C.G. Responsibility for these claims is with the C.C.G.

17. Electro Magnetic Compatibility

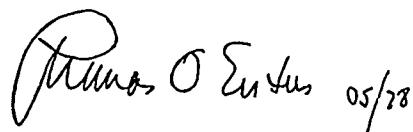
Commissioning by the C.C.G. of the Loran-C Transmitting Station will be subject to the determination of its electro-magnetic compatibility with Canadian telecommunications services. The U.S.C.G. will provide, on request, such technical data, specifications and operational details, of the Loran-C transmitter, as are deemed necessary to complete the analysis of its compatibility. The Government of the United States shall, on request and without charge, assist the Canadian Government in the investigation of, and development of planned solutions to, harmful interference to Canadian telecommunications services where such interference is caused by emissions from the Williams Lake Loran-C Transmitting Station and the Stations which are paired to the Williams Lake Station. Should frequency changes to Canadian radio stations be required to mitigate incompatibilities verified by on-the-air testing of these Loran-C Transmitting Stations, the Government of the United States and the Government of Canada will cooperate in determining alternative compatible assignments. Should it be necessary to modify the Loran-C electronic equipment in order to mitigate such interference, the associated costs shall be borne by the U.S.C.G.

18. Safety Standards

The U.S.C.G. will provide, on request and without charge, available technical data relating to safety standards for operation and maintenance of Loran-C Transmitting Stations.

19. Future Loran-C Stations

In the implementation of future Loran-C sites in the North American chains, the Government of the United States will inform the Government of Canada of proposed stations as early as possible in the planning stage. Subsequent to receipt of this information the Government of Canada and the Government of the United States will cooperate in the technical analysis necessary to ensure the compatibility of these stations with the Canadian telecommunications environment.



Thomas O'Ensus 05/78

The Canadian Secretary of State for External Affairs to the American Ambassador

Department of External Affairs



Ministère des Affaires étrangères

Canada

N° ECT-1001

Excellency,

I have the honour to acknowledge receipt of your Note No. 113 dated May 28, 1976, concerning the construction, maintenance and operation of a Loran-C Station at Williams Lake, British Columbia.

The Government of Canada accepts your proposal that our two governments conclude an Agreement on this subject in accordance with the terms set out in your Note and the Annex thereto.

I therefore accept your further proposal that your Note and the Annex thereto together with this reply, which is authentic in both English and French, shall constitute an Agreement between our two governments on this subject with effect from this date.

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


[¹]
Allan MacEachen
Secretary of State for
External Affairs

His Excellency Thomas O. Enders
The Ambassador of the United States of America
Ottawa

OTTAWA, June 3, 1976.

¹ Allan MacEachen

French Text of the Canadian Note

Department of External Affairs
Canada



Ministère des Affaires étrangères

N° ECT-1001

Monsieur l'Ambassadeur,

J'ai l'honneur d'accuser réception de votre Note N° 113 en date du 28 mai, 1976, concernant la construction, l'entretien et l'exploitation d'une centrale LORAN-C à Williams Lake (Colombie Britannique).

Le Gouvernement du Canada agree votre proposition voulant que nos deux Gouvernements concluent un accord à ce sujet conformément aux conditions exposées dans votre Note et son Annexe.

J'accepte donc votre autre proposition selon laquelle votre Note, son Annexe et la présente réponse, laquelle fait également foi en français et en anglais, constitueront, entre nos deux Gouvernements, un accord à ce sujet qui entrera en vigueur à la date de la présente réponse.

Veuillez agréer, Monsieur l'Ambassadeur, l'assurance de ma très haute considération.

Jean Marchand
Le Secrétaire d'Etat aux
Affaires étrangères

Son Excellence M. Thomas O. Enders
Ambassadeur des Etats-Unis d'Amérique
Ottawa

OTTAWA, le 3 juin 1976.

TRINIDAD and TOBAGO
Technical Assistance in Tax Administration

*Agreement amending and extending the agreement of June 20, 1968,
as amended and extended.*

Effectuated by exchange of notes

*Dated at Port of Spain March 29 and April 26, 1976;
Entered into force April 26, 1976.*

*The American Embassy to the Ministry of External Affairs of
Trinidad and Tobago*

No. 33

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of Trinidad and Tobago and has the honor to refer to this Embassy's Note No. 27, dated March 16, 1976, and to the Ministry's Note No. 223, dated March 18, 1976, [¹] both of which refer to the further extension of the Agreement on Technical Cooperation in Tax Administration, concluded between our two governments on June 20, 1968. [²]

This Embassy has now been informed that the approximate cost of providing the services of the United States tax adviser through the end of September 1976, is estimated to be US\$26,000, instead of the figure of US\$12,000 cited in this Embassy's original note or the figure of US\$54,000 cited in the Ministry's note.

The Embassy therefore proposes the following further amendment to the Agreement of June 20, 1968, as amended:

Section 1, Paragraph (4) is amended to read:

"the duration of the programme is expected to be about eight years and three months, and the total payments under the programme by the Government of Trinidad and Tobago to the Internal Revenue Service will not exceed U.S.\$480,000."

¹ Not printed.

² TIAS 7712, 7968; 24 UST 1995, 2002, 2004; 25 UST 3076.

The Embassy has the honor to propose that this Note, together with the Ministry's reply concurring in the foregoing proposal, shall constitute an Agreement between our two governments further to amend the Agreement of June 20, 1968, as amended.

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



Embassy of the United States of America,
Port of Spain, March 29, 1976.

TIAS 8332

*The Ministry of External Affairs of Trinidad and Tobago to the
American Embassy*



No. 331

The Ministry of External Affairs of Trinidad and Tobago presents its compliments to the Embassy of the United States of America and has the honour to acknowledge the Embassy's Note No. 33 of 29 March, 1976 and to give formal notice that the Government of Trinidad and Tobago has agreed to retain the services of Mr. Marion Coburn, United States Tax Adviser, to September 1976, which constitutes a further extension of the Agreement on Technical Co-operation of 20th June 1968, between our two governments, at an additional cost of \$26,000 (U.S.).

The Government of Trinidad and Tobago further agrees with the following amendment to the Agreement of June 20, 1968, proposed by the Embassy:-

Section 1, Paragraph (4) is amended to read:

"the duration of the programme is expected to be about eight years and three months, and the total payments under the programme by the Government of Trinidad and Tobago to the Internal Revenue Service will not exceed U.S. \$480,000".

The Government of Trinidad and Tobago accepts the proposal that this reply together with the Embassy's Note No. 33 of 29 March, 1976 shall constitute an Agreement between our two governments further to amend the Agreement of June 20, 1968, as amended.

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

Port of Spain, 26th April, 1976.

TIAS 8332

INTER-AMERICAN DEVELOPMENT BANK

Protocol to the Social Progress Trust Fund Agreement

*Signed at Washington October 3, 1975;
Entered into force October 3, 1975.*

PROTOCOL TO THE SOCIAL PROGRESS TRUST FUND AGREEMENT

Agreement dated this third day of October 3, 1975 between the Inter-American Development Bank (hereinafter called the "Bank") and the Government of the United States of America (hereinafter called the "United States") to amend further the agreement (hereinafter called the "Social Progress Trust Fund Agreement") dated the nineteenth day of June 1961 [1] between the Bank and the United States entrusting to the Bank the administration of the Social Progress Trust Fund.

WHEREAS it is the desire of the Bank and the United States to provide financing to credit unions and similar mutual credit institutions with repayments of Social Progress Trust Fund loans in order to provide seed money to such cooperative credit institutions;

WHEREAS the Bank has requested the United States to permit a portion of the resources of the Social Progress Trust Fund to be used to finance such cooperation outside of its normal loan or technical assistance program,

NOW THEREFORE, the Parties hereto agree as follows:

ARTICLE I

Section 1.06 of the Social Progress Trust Fund Agreement is amended to read as follows:

"Section 1.06. In addition, the Administrator is authorized to utilize repayments of Social Progress Trust Fund loans to provide financing to credit unions and similar credit institutions or confederations thereof on terms and conditions appropriate to such institutions or confederations, provided such financing relates to the mobilizing of domestic financial resources and the strengthening of financial institutions."

¹ TIAS 4763, 5522, 6081, 7430; 12 UST 632; 15 UST 104; 17 UST 1200; 23 UST 1497.

ARTICLE II

The present Section 1.06 shall be renumbered to be Section 1.07.

ARTICLE III

This protocol shall enter into force on the date hereof.

DONE at the City of Washington in the District of Columbia, this
3 day of October, 1975 in two equally authentic originals.

FOR THE INTER-AMERICAN DEVELOPMENT BANK

ANTONIO ORTIZ MENA

President

FOR THE GOVERNMENT OF THE UNITED STATES
OF AMERICA

WILLIAM D. ROGERS

William D. Rogers

*Assistant Secretary of State for Inter-American Affairs
and U.S. Coordinator, Alliance for Progress*

NEW ZEALAND

Trade: Meat Imports

*Agreement effected by exchange of notes
Signed at Washington May 12 and June 4, 1976;
Entered into force June 4, 1976.*

The Secretary of State to the New Zealand Ambassador

MAY 12, 1976

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1976 and to the agreements between the United States and other countries, constituting the 1975 restraint program, concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the calendar year 1976 with governments of other countries that participated in the 1975 restraint program and which continue to export substantial quantities of meat to the United States, I have the honor to propose the following agreement between our two governments:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries participating in the restraint program shall be 1155.0 million pounds, and the Government of New Zealand and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.
2. The Government of New Zealand shall limit the quantity of such meats exported from New Zealand as direct shipments on a through bill of lading to the United States in such a manner that the quantity entered, or withdrawn from warehouse, for consumption during the calendar year 1976 does not exceed 259.8 million pounds, or such higher figure as may result from adjustments pursuant to paragraph 4.
3. The Government of the United States of America may limit to 259.8 million pounds the quantity of imports of such meats of

New Zealand origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from New Zealand: (a) such regulations shall not be employed to govern the timing within calendar year 1976 of entry or withdrawal from warehouse for consumption of such meat from New Zealand, and (b) such regulations shall be issued after consultation with the Government of New Zealand pursuant to paragraph 5 and only in circumstances where it is evident that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1976 would otherwise exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4. It is understood that U.S. Customs statistics of entries, or withdrawals from warehouse, for consumption will be used for purposes of this agreement. Such statistics shall not include meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended,^[1] and such meats will not be regarded as part of the quantity described in paragraph 2, as it may be increased pursuant to paragraph 4.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for New Zealand, such increase or estimated shortfall shall be allocated to New Zealand in the proportion that 259.8 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1976. The foregoing allocation procedure shall not apply to any increase in the estimate of imports from countries not participating in the 1976 restraint program.

5. The Government of New Zealand and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding any increase in the total quantity of imports from New Zealand permissible under the restraint program including allocation of any shortfall. In particular, consultations regarding these matters and the market situation shall be held at least before the beginning of each quarter.

6. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for New Zealand shall not include the period between October 1, 1968 and June 30, 1972

¹ 81 Stat. 584, 21 U.S.C. § 601 note.

or the calendar years 1975 and 1976, except by the agreement of the Government of New Zealand.

7 (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of New Zealand as soon as possible after the end of each week Customs statistical information concerning imports of such meats from all supplying countries.

(b) As soon as possible after the end of each month the Government of New Zealand shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1976, ship by ship and port by port, based on actual loadings in New Zealand.

(c) In addition, in order to assist the Government of New Zealand to limit its exports pursuant to paragraph 2, the Government of the United States will provide detailed Customs statistics by ship and port of entry for meat imported from New Zealand as direct shipments on a through bill of lading into the United States for entry or withdrawal from warehouse for consumption, for January, February and March 1976, and such other periods as may be necessary.

I have the honor to propose that, if the foregoing is acceptable to the Government of New Zealand, this note and Your Excellency's confirmatory reply, constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

For the Secretary of State

JOSEPH A. GREENWALD

His Excellency

LLOYD WHITE,

Ambassador of New Zealand.

The New Zealand Ambassador to the Secretary of State

1



Sir.

I have the honour to refer to your note of 12 May 1976 which reads as follows.

"I have the honour to refer to discussions between representatives of our two governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1976 and to the agreements between the United States and other countries, constituting the 1975 restraint programme, concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the calendar year 1976 with governments of other countries that participated in the 1975 restraint programme and which continue to export substantial quantities of meat to the United States, I have the honour to propose the following agreement between our two governments:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries participating in the restraint programme shall be 1155.0 million pounds, and the Government of New Zealand and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

The Honourable

Henry A Kissinger,

Secretary of State

2. The Government of New Zealand shall limit the quantity of such meats exported from New Zealand as direct shipments on a through bill of lading to the United States in such a manner that the quantity entered, or withdrawn from warehouse, for consumption during the calendar year 1976 does not exceed 259.8 million pounds, or such higher figure as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit to 259.8 million pounds the quantity of imports of such meats of New Zealand origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from New Zealand: (a) such regulations shall not be employed to govern the timing within calendar year 1976 of entry or withdrawal from warehouse for consumption of such meat from New Zealand; and (b) such regulations shall be issued after consultation with the Government of New Zealand pursuant to paragraph 5 and only in circumstances where it is evident that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1976 would otherwise exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4. It is understood that U.S. Customs statistics of entries, or withdrawals from warehouse, for consumption will be used for purposes of this agreement. Such statistics shall not include meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended, and such meats will not be regarded as part of the quantity described in paragraph 2, as it may be increased pursuant to paragraph 4.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1976 from countries participating in the restraint programme or may allocate any estimated shortfall in a share of the restraint

programme quantity or in the initial estimates of imports from countries not participating in the restraint programme. Thereupon, if no shortfall is estimated for New Zealand, such increase or estimated shortfall shall be allocated to New Zealand in the proportion that 259.8 million pounds bears to the total initial shares from all countries participating in the restraint programme which are estimated to have no shortfall for the calendar year 1976. The foregoing allocation procedure shall not apply to any increase in the estimate of imports from countries not participating in the 1976 restraint programme.

5. The Government of New Zealand and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding any increase in the total quantity of imports from New Zealand permissible under the restraint programme including allocation of any shortfall. In particular, consultations regarding these matters and the market situation shall be held at least before the beginning of each quarter

6. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for New Zealand shall not include the period between 1 October 1968 and 30 June 1972 or the calendar years 1975 and 1976, except by the agreement of the Government of New Zealand.

7. (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of New Zealand as soon as possible after the end of each week Customs statistical information concerning imports of such meats from all supplying countries.

(b) As soon as possible after the end of each month the Government of New Zealand shall provide to the Government of the United States of America

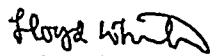
details of scheduled arrivals to 31 December 1976, ship by ship and port by port, based on actual loadings in New Zealand.

(c) In addition, in order to assist the Government of New Zealand to limit its exports pursuant to paragraph 2, the Government of the United States will provide detailed Customs statistics by ship and port of entry for meat imported from New Zealand as direct shipments on a through bill of lading into the United States for entry or withdrawal from warehouse for consumption, for January, February and March 1976, and such other periods as may be necessary.

I have the honour to propose that, if the foregoing is acceptable to the Government of New Zealand, this note and Your Excellency's confirmatory reply, constitute an agreement between our two Governments which shall enter into force on the date of your reply¹.

I have the honour to confirm that the foregoing is acceptable to the Government of New Zealand which agrees that your note, together with this reply, constitutes an agreement between our two Governments on this matter.

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

 [1]
Ambassador

Embassy of New Zealand

Washington D.C.

4 June 1976

45/X/76

¹ Lloyd White

EGYPT
Thermal Power Plant Near Ismailia

*Agreement signed at Cairo May 30, 1976;
Entered into force May 30, 1976.*

A.I.D. GRANT No. 263-12-220-009

GRANT AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE ARAB REPUBLIC OF EGYPT
FOR
THE ISMAILIA STEAM POWER PLANT

Dated: MAY 30, 1976

Grant Agreement dated the 30th day of May 1976 between the Arab Republic of Egypt ("Grantee"), the Egyptian Electric Power Authority ("EEPA"), and the United States of America, acting through the Agency for International Development ("A.I.D.").

ARTICLE I

The Grant

SECTION 1.01. The Grant. A.I.D. agrees to grant to the Grantee pursuant to the Foreign Assistance Act of 1961, as amended,^[1] an amount not to exceed Ninety Nine Million United States Dollars (\$99,000,000) ("Grant"). The Grant will be made available to the EEPA as a contribution to its equity capital, and will be used to finance the foreign exchange costs of goods and services required to carry out the Project referred to in Section 2.01 ("Project"). Goods and Services authorized to be financed hereunder are hereinafter referred to as Eligible Items.

¹ 75 Stat. 424; 22 U.S.C. § 2151 note.

ARTICLE II

The Project

SECTION 2.01. The Project. The Project shall consist of the construction of a 300 mw thermal power plant near the city of Ismailia in the Suez Canal area. The Project is more fully described in Annex 1, attached hereto, which Annex may be modified in writing by the parties designated in Section 8.02 hereof. The goods and services to be financed under the Grant shall be listed in the implementation letters referred to in Section 8.03 ("Implementation Letters").

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Initial Disbursement. Prior to the first disbursement or to the issuance of the first Letter of Commitment under the Grant, the Grantee shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

- (a) An opinion of the Minister of Justice or of other counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Grantee and EEPA, and that it constitutes a valid and legally binding obligation of the Grantee and EEPA in accordance with all of its terms;
- (b) A statement of the names of the persons authorized to represent the Grantee as specified in Section 8.02, and a specimen signature of each person;
- (c) Evidence that satisfactory arrangements have been made by Governmental Agencies involved in the Project to carry out, operate, and maintain the Project as planned, including evidence of the availability of the plant site on the northwestern shore of the Great Bitter Lake, or some other site acceptable to A.I.D.
- (d) An executed contract for consulting engineering services for the Project, with an organization acceptable to A.I.D.
- (e) Evidence that the Grant will be made available to EEPA as a contribution to its equity capital.
- (f) Such other documentation as A.I.D. may require.

SECTION 3.02. Conditions Precedent to Disbursement for Specific Goods or Services. Prior to any disbursement or to the issuance of any Letter of Commitment under the Grant for any other reason than to finance the services of a consulting engineer for the Project, the Grantee shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

- (a) Evidence that local currency financing for the Project has been budgeted by the Grantee and will be available for expenditure by EEPA in an amount sufficient for the first fiscal year of the Grantee

in which funds will be required, pursuant to a cost estimate made by the consulting engineer and approved by EEPA.

(b) An executed contract for the construction of the Project with a firm acceptable to A.I.D.

(c) A plan for the connection of the Project to the National Grid including the financing thereof.

SECTION 3.03. Terminal Dates for Meeting Conditions Precedent to Disbursement.

(a) If all of the conditions specified in Section 3.01 shall not have been met within 120 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by giving written notice to the Grantee. Upon the giving of such notice, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 3.04. Notification of Meeting of Conditions Precedent to Disbursement. A.I.D. shall notify the Grantee upon determination by A.I.D. that the conditions precedent to disbursement specified in Section 3.01 have been met.

ARTICLE IV

General Covenants and Warranties

SECTION 4.01. Execution of the Project.

(a) The Grantee shall carry out the Project with due diligence and efficiency, and in conformity with sound engineering, construction, financial, and administrative practices.

(b) The Grantee shall cause the Project to be carried out in conformity with all of the plans, specifications, contracts, schedules, and other arrangement, and with all modifications therein, approved by A.I.D. pursuant to this Agreement.

SECTION 4.02. Funds and Other Resources to be Provided by Grantee. The Grantee shall provide promptly as needed all funds, in addition to the Grant, and all other resources required for the punctual and effective carrying out, maintenance, repair, and operation of the Project.

SECTION 4.03. Continuing Consultation. The Grantee, EEPA and A.I.D. shall cooperate fully to assure that the purpose of the Grant will be accomplished. To this end, they shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Project, the performance by the EEPA of its obligations under this Agreement, the performance of the consultants, contractors, and suppliers engaged on the Project, and other matters relating to the Project. The Grantee and EEPA shall review with A.I.D. the recommendations of the consultants presently

working with the United Nations Development Program in Egypt to study the Egyptian power sector.

SECTION 4.04. Management. The EEPA shall provide qualified and experienced management for the Project, and it shall train such staff as may be appropriate for the maintenance and operation of the Project.

SECTION 4.05. Operation and Maintenance. The Grantee shall operate, maintain, and repair the Project in conformity with sound engineering, financial, and administrative practices, and in such manner as to insure the continuing and successful achievement of the purposes of the Project.

SECTION 4.06. Taxation. This Agreement and the Grant shall be free from any taxation or fees imposed under the laws in effect within the country of the Grantee. To the extent that (a) any contractor, including any consulting firm, any personnel of such contractor financed hereunder, and any property or transactions relating to such contracts and (b) any commodity procurement transaction financed hereunder, are not exempt from identifiable taxes, tariffs, duties, and other levies imposed under laws in effect in the country of the Grantee, the Grantee shall, as and to the extent prescribed in an pursuant to Implementation Letters, pay or reimburse the same under Section 4.02 of this Agreement with funds other than those provided under the Grant.

SECTION 4.07. Utilization of Goods and Services.

(a) Goods and services financed under the Grant shall be used exclusively for the Project, except as A.I.D. may otherwise agree in writing. Upon completion of the Project, or at such other time as goods financed under the Grant can no longer usefully be employed for the Project, the EEPA may use or dispose of such goods in such manner as A.I.D. may agree to in writing prior to such use or disposition.

(b) Except as A.I.D. may otherwise agree in writing, no goods or services financed under the Grant shall be used to promote or assist any foreign aid project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such use.

SECTION 4.08. Disclosure of Material Facts and Circumstances.

The Grantee represents and warrants that all facts and circumstances that it has disclosed or caused to be disclosed to A.I.D. in the course of obtaining the Grant are accurate and complete, and that it has disclosed to A.I.D., accurately and completely, all facts and circumstances that might materially affect the Project and the discharge of its obligations under this Agreement. The Grantee shall promptly inform A.I.D. of any facts and circumstances that may hereafter arise that might materially affect, or that it is reasonable to believe might materially affect, the Project or the discharge of the EEPA's obligations under this Agreement.

SECTION 4.09. Commissions, Fees, and Other Payments.

(a) Grantee warrants and covenants that in connection with obtaining the Grant, or taking any action under or with respect to this Agreement, it has not paid, and will not pay or agree to pay, nor to the best of its knowledge has there been paid nor will there be paid or agreed to be paid by any other person or entity, commissions, fees, or other payments of any kind, except as regular compensation to the Grantee's full time officers and employees or as compensation for bona fide professional, technical or comparable services. The Grantee shall promptly report to A.I.D. any payment or agreement to pay for such bona fide professional, technical, or comparable services to which it is a party or of which it has knowledge (indicating whether such payment has been made or is to be made on a contingent basis), and if the amount of any such payment is deemed unreasonable by A.I.D., the same shall be adjusted in a manner satisfactory to A.I.D.

(b) The EEPA warrants and covenants that no payments have been or will be received by the EEPA, or any official of the EEPA, in connection with the procurement of goods and services financed hereunder, except fees, taxes, or similar payments legally established in the country of the Grantee.

SECTION 4.10. Financial Planning. Grantee shall assure adequate long-term financing for EEPA's authorized expansion program and for any additions or modifications thereto. Such financing will be divided between equity contributions and loans so that after the completion of each loan transaction the debt to equity ratio will be no greater than 1.5 to 1. In addition, tariffs shall be set at a level high enough to produce an annual rate of return of at least 9% on average net fixed assets in operation, appropriately valued and revalued from time to time.

SECTION 4.11. Maintenance and Audit of Records. The EEPA shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating both to the Project and to this Agreement. Such books and records shall, without limitation, be adequate to show:

- (a) the receipt and use made of goods and services acquired with funds disbursed pursuant to this Agreement;
- (b) the nature and extent of solicitations of prospective suppliers of goods and services acquired;
- (c) the basis of the award of contracts and orders to successful bidders; and
- (d) the progress of the Project.

Such books and records shall be regularly audited, in accordance with sound auditing standards, for such period and at such intervals as A.I.D. may require, and shall be maintained for five years after the date of the last disbursement by A.I.D. or until all sums due

A.I.D. under this Agreement have been paid, whichever date shall first occur.

SECTION 4.12. Reports. The EEPA shall furnish to A.I.D. such information and reports relating to the Grant and to the Project as A.I.D. may request.

SECTION 4.13. Inspections. The authorized representatives of A.I.D. shall have the right at all reasonable times to inspect the Project, the utilization of all goods and services financed under the Grant, and the EEPA's books, records, and other documents relating to the Project and the Grant. The Grantee shall cooperate with A.I.D. to facilitate such inspections and shall permit representatives of A.I.D. to visit any part of the country of the Grantee for any purpose relating to the Grant.

SECTION 4.14. Investment Guaranty Project Approval by Grantee. The construction work to be financed under this Agreement is hereby stated to be a project approved by the Government of Egypt pursuant to the agreement between the Government of Egypt and the Government of the United States of America on the subject of investment guarantees, and no further approval by the Government of Egypt shall be required to permit the United States to issue investment guarantees under that agreement covering a contractor's investment in that project.

ARTICLE V

Procurement

SECTION 5.01. Procurement from the United States. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Section 6.01 shall be used exclusively to finance the procurement for the Project of Eligible Items including ocean shipping and marine insurance having both their source and origin in the United States of America.

SECTION 5.02. Eligibility Date. Except as A.I.D. may otherwise agree in writing, no goods or services may be financed under the Grant which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement.

SECTION 5.03. Goods and Services Not Financed Under Grant. Goods and services procured for the Project, but not financed under the Grant, shall have their source and origin in countries included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time orders are placed for such goods and services.

SECTION 5.04. Implementation of Procurement Requirements. The definitions applicable to the eligibility requirements of Sections 5.01 and 5.03 will be set forth in detail in Implementation Letters.

SECTION 5.05. Plans, Specifications, and Contracts.

(a) Except as A.I.D. may otherwise agree in writing, the Grantee shall furnish to A.I.D. promptly upon preparation and prior to

TIAS 8335

implementation, issuance, or execution all plans, specifications, schedules, bid documents, and contracts relating to the Project, and any modifications therein, whether or not the goods and services to which they relate are financed under the Grant.

(b) Except as A.I.D. may otherwise agree in writing, all of the plans, specifications, and schedules furnished pursuant to subsection (a) above shall be approved by A.I.D. in writing.

(c) All bid documents and documents related to the solicitation of proposals relating to goods and services financed under the Grant shall be approved by A.I.D. in writing prior to their issuance. All plans, specifications, and other documents relating to goods and services financed under the Grant shall be in terms of United States standards and measurements, except as A.I.D. may otherwise agree in writing.

(d) All contracts financed under the Grant shall be approved by A.I.D. in writing prior to their execution. A.I.D. shall also approve in writing the selection of the contractor and such contractor personnel as A.I.D. may specify. Material modifications in any of such contracts and changes in any of such personnel shall also be approved by A.I.D. in writing prior to their becoming effective.

SECTION 5.06. Reasonable Price. No more than reasonable prices shall be paid for any goods or services financed, in whole or in part, under the Grant, as more fully described in Implementation Letters.

SECTION 5.07. Shipping and Insurance.

(a) Goods financed under the Grant shall be transported to the country of the Grantee only on flag carriers of a country included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of shipment.

(b) Unless A.I.D. shall determine that privately owned United States-flag commercial vessels are not available at fair and reasonable rate for such vessels, (i) at least fifty percent (50%) of the gross tonnage of all goods (computed separately for dry bulk carriers, dry cargo liners and tankers) financed under the Grant which may be transported on ocean vessels shall be transported on privately owned United States-flag commercial vessels, and (ii) at least fifty percent (50%) of the gross freight revenue generated by all shipments financed under the Grant and transported to Egypt on dry cargo liners shall be paid to or for the benefit of privately owned United States-flag commercial vessels. Compliance with the requirements of (i) and (ii) above must be achieved with respect to both cargo transported from U.S. ports and cargo transported from non-U.S. ports, computed separately.

(c) Marine insurance on United States goods may be financed under the Grant with disbursements made pursuant to Section 6.01, provided (i) such insurance is placed at the lowest available competitive rate, and (ii) claims thereunder are payable in the currency in

which such goods were financed or in any freely convertible currency. If the government of the Grantee, by statute, decree, rule, regulation, or practice discriminates with respect to A.I.D.-financed procurement against any marine insurance company authorized to do business in any State of the United States, than all goods shipped to the co-operating country financed under the Grant shall be insured against marine risks and such insurance shall be placed in the United States with a company or companies authorized to do a marine insurance business in a State of the United States.

(d) The Grantee shall insure, or cause to be insured, all goods financed under the Grant against risks incident to their transit to the point of their use in the Project. Such insurance shall be issued upon terms and conditions consistent with sound commercial practice and shall insure the full value of the goods. Any indemnification received by the Grantee under such insurance shall be used to replace or repair any material damage or any loss of the goods insured or shall be used to reimburse the Grantee for the replacement or repair of such goods. Any such replacements shall have their source and origin in the United States of America and shall be otherwise subject to the provisions of this Agreement.

SECTION 5.08. Notification to Potential Suppliers. In order that all United States firm shall have the opportunity to participate in furnishing goods and services to be financed under the Grant, the Grantee shall furnish to A.I.D. such information with regard thereto, and at such times, as A.I.D. may request in Implementation Letters.

SECTION 5.09. United States Government-owned Excess Property. The Grantee shall utilize, with respect to goods financed under the Grant to which the Grantee takes title at the time of procurement such reconditioned United States Government-owned Excess Property as may be consistent with the requirements of the Project and as may be available within a reasonable period of time. The Grantee shall seek assistance from A.I.D. and A.I.D. will assist the Grantee in ascertaining the availability of and in obtaining such Excess Property. A.I.D. will make arrangements for any necessary inspection of such property by the Grantee or its representative. The costs (of inspection and) of acquisition, and all charges incident to the transfer to the Grantee of such Excess Property may be financed under the Grant. Prior to the procurement of any goods, other than Excess Property, financed under the Grant and after having sought such A.I.D. assistance, the Grantee shall indicate to A.I.D. in writing, on the basis of information then available to it, either that such goods cannot be made available from reconditioned United States Government-owned Excess Property on a timely basis or that the goods that can be made available are not technically suitable for use in the Project.

SECTION 5.10. Information and Marking. Grantee shall give publicity to the Grant and the Project as a program of United States aid, identify the Project site, and mark goods financed under the Grant, as prescribed in Implementation Letters.

ARTICLE VI

Disbursements

SECTION 6.01. Disbursement for United States Dollar Costs—Letters of Commitment to United States Banks. Upon satisfaction of conditions precedent, the Grantee may, from time to time, request A.I.D. to issue Letters of Commitment for specified amounts to one or more United States banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, through the use of Letters of Credit or otherwise, for Dollar Costs of goods and services procured for the Project in accordance with the terms and conditions of this Agreement. Payment by a bank to a contractor or supplier will be made by the bank upon presentation of such supporting documentation as A.I.D. may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Grantee and may be financed under the Grant.

SECTION 6.02. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Grantee and A.I.D. may agree to in writing.

SECTION 6.03. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur, (a) in the case of disbursements pursuant to Section 6.01, on the date on which A.I.D. makes a disbursement to the Grantee, to its designee, or to a banking institution pursuant to a Letter of Commitment. In the event of a disbursement under Section 6.02 hereof, the date of disbursement shall be designated in the documentation by which the parties agree to such disbursement, provided, in the absence of such designation, the date of disbursement shall be the date upon which A.I.D. makes payment with respect to goods or services or delivers property into the control of the Grantee or its designee.

SECTION 6.04. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no Letter of Commitment, or other commitment documents which may be called for by another form of disbursement under Section 6.02, or amendment thereto shall be issued in response to requests received by A.I.D. after December 31, 1980, and no disbursement shall be made against documentation received by A.I.D. or any bank described in Section 6.01 after December 31, 1981. A.I.D., at its option, may at any time or times after December 31, 1981, reduce the Grant by all or any part thereof for which documentation was not received by such date.

ARTICLE VII

Termination and Remedies of A.I.D.

SECTION 7.01. Termination of Disbursement. In the event that at any time:

- (a) Grantee shall fail to comply with any provision contained herein, or
- (b) an event has occurred which A.I.D. determines to be an extraordinary situation which makes it improbable that the purposes of the Grant will be attained or that the Grantee will be able to perform its obligations hereunder; or
- (c) any disbursements would be inconsistent with the legislation governing A.I.D.; or
- (d) a default shall have occurred under any other agreement between the Grantee or any of its agencies and the United States or any of its agencies, then A.I.D. may, at its option:
 - (i) suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit, in which event A.I.D. shall give notice to the Grantee promptly thereafter;
 - (ii) decline to make disbursements other than under outstanding commitment documents;
 - (iii) decline to issue additional commitment documents;
 - (iv) at A.I.D.'s expense, direct that title to goods financed under the Grant shall be transferred to A.I.D. if the goods are from a source outside the country of the Grantee, are in a deliverable state and have not been offloaded in ports of entry of the country of the Grantee.

SECTION 7.02. Cancellation by A.I.D. Following any termination of disbursements pursuant to Section 7.01, if the cause or causes for such termination of disbursements shall not have been eliminated or corrected within sixty (60) days from the date of such termination, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Grant that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 7.03. Refunds. If A.I.D. determines that any disbursement is not supported by valid documentation in accordance with this Agreement, or is in violation of the law governing A.I.D., or that the services financed under this Agreement are not financed or used in accordance with the terms of the Agreement, the Grantee shall refund to A.I.D. in U.S. dollars within thirty (30) days after receipt therefor, an amount not to exceed the amount of such disbursement. Refunds paid by the Grantee to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a re-

duction in the amount of A.I.D.'s obligation under the Agreement, and shall not, unless A.I.D. agrees otherwise in writing, be available for reuse under the Agreement. A.I.D.'s right to require such a refund shall continue for five (5) years following the date of such disbursement, notwithstanding the fact that A.I.D. may have invoked its right to terminate the Agreement.

SECTION 7.04. Non-Waiver of Remedies. No delay in exercising or omission to exercise, any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of such right, power, or remedy or any other right, power, or remedy hereunder.

ARTICLE VIII

Miscellaneous

SECTION 8.01. Communications. Any notice, requests, documents or other communication given, made or sent by the Grantee, EEPAs or A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable or radiogram and shall be deemed to have been duly given, made or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable or radiogram at the following addresses:

TO EEPAs:

Mail Address:	Cairo, Nasr City Extension Ramses Street
---------------	---

Cable Address:	Electrocop
----------------	------------

Telex:	2097 Power UN .
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TO GRANTEE:

Mail Address:	Ministry of Economy and Economic Cooperation 8 Adly Street Cairo, Egypt
---------------	--

Cable Address:	8 Adly Street Cairo, Egypt
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TO A.I.D.:

Mail Address:	AID Representative c/o U.S. Embassy Cairo, Egypt
---------------	--

Cable Address:	U.S. Embassy, Cairo
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Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications, and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 8.02. Representatives. For all purposes relative to this Agreement, the Grantee will be represented by the individual holding or acting in the office of Minister of Economy and Economic Cooperation, EEPA will be represented by the individual holding or acting in the office of Chairman of the Egyptian Electric Power Authority, and A.I.D. will be represented by the individual holding or acting in the office of A.I.D. Representative, Cairo, Egypt. Such individuals shall have the authority to designate additional representatives by written notice. In the event of any replacement or other designation of a representative hereunder, the Grantee or EEPA shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the fully authorized representatives of the Grantee or EEPA designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 8.03. Implementation Letters. A.I.D. shall from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

IN WITNESS WHEREOF, Grantee, EEPA, and the United States of America, each acting through its respective duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

UNITED STATES OF
AMERICA

By: M. Z. SHAFEI

By: HERMANN FR. EILTS

Name: Dr. Mohamed Zaki Shafei

Name: Hermann Fr. Elts

Title: *Minister of Economy and
Economic Cooperation*

Title: *Ambassador*

Implementing Agency

By: K HAMED

Name: Engineer Mohamed
Kamal Hamed

Title: *Chairman, Egyptian Elec-
tric Power Authority*

ANNEX I**Description of Project**

The Project consists of the construction of a 300 MW thermal power plant approximately 25 kilometers south of Ismailia on the shore of the Great Bitter Lake. The power plant will consist of two 150 MW steam turbine generator units complete with power transformers and switchyard, fuel transfer and storage facilities and associated buildings and civil works.

EGYPT
Technical and Feasibility Studies

*Agreement signed at Cairo May 30, 1976;
Entered into force May 30, 1976.*

A.I.D GRANT NO. 263-11-995-013

GRANT AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND THE
ARAB REPUBLIC OF EGYPT
TECHNICAL AND FEASIBILITY STUDIES II

Date: MAY 30, 1976

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Grant Agreement Dated May 30, 1976, Between the Government of the Arab Republic of Egypt ("Government") and the Government of the United States of America, Acting Through the Agency for International Development ("A.I.D.")

ARTICLE I

The Grant

SECTION 1.01. Grant. Upon the terms and conditions stated herein A.I.D. agrees to grant to the Government the sum of Three Million United States Dollars (\$3,000,000) (the "Grant") to finance the foreign exchange costs required to execute the Program as described in Article II.

ARTICLE II

Program

SECTION 2.01. Program. The funds provided by this Agreement may be utilized by the Government to finance the foreign exchange cost of the services of qualified technical experts, private firms, institutions and other organizations and consultants (hereinafter termed "consultants"), with related commodities, to conduct prefeasibility, feasibility, and technical studies; to provide technical advisory services; and to prepare projects for implementation.

ARTICLE III

Conditions Precedent

SECTION 3.01. Conditions Precedent to Disbursement. Except as A.I.D. may otherwise agree in writing, prior to the initial disbursement hereunder, the Government shall furnish in form and substance satisfactory to A.I.D.

(a) An opinion of the Ministry of Justice of the Arab Republic of Egypt or of counsel acceptable to A.I.D. that this Agreement has been duly authorized or ratified by and executed on behalf of the Government and constitutes a valid and legally binding obligation of the Government in accordance with all of its terms;

(b) Evidence of the authority of the person or persons who will act as the representative or representatives of the Government specified in Section 8.02 and a specimen signature of each such person certified as to its authenticity by either the person who renders the legal opinion or the person who executes the Agreement;

(c) Such other information or documents as A.I.D. may reasonably request.

SECTION 3.02. Additional Conditions Precedent. Prior to disbursement of any amount for a particular contract financed hereunder, the Government shall, except as A.I.D. may otherwise agree

in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D., a description of the proposed scope of work for the contract, including the commodities to be obtained, the estimated cost, the proposed contribution of the Government, and a designation of the implementing agency of the Government.

SECTION 3.03. Terminal Dates for Meeting Conditions Precedent to Disbursement. If all the conditions specified in Section 3.01 shall not have been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree in writing, A.I.D., at its option, may terminate this Agreement by giving written notice to the Government. Upon giving of such notice, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 3.04. Notification of Meeting of Conditions Precedent to Disbursement. A.I.D. shall notify the Government upon determination by A.I.D. that the conditions precedent to disbursement specified in Section 3.01 have been met.

ARTICLE IV

General Covenants and Warranties

SECTION 4.01. A.I.D. Approvals. A.I.D. reserves the right to approve all consultants selected to perform services, and all contracts for services and amendments thereto financed under this Grant, prior to the execution of such contracts or amendments. A.I.D.'s approval of the foregoing shall not be unreasonably withheld.

SECTION 4.02. Execution of the Program. The Government shall ensure that the consultants provided for under this Agreement shall be provided all necessary secretarial services, office space and equipment, and such other logistic support as may be required to ensure the effective utilization of such consultants. The Government shall provide promptly as needed all funds in addition to those made available under the Grant needed for the effective carrying out of agreed-upon activities.

SECTION 4.03. Continuing Consultation. The Government and A.I.D. shall cooperate fully to assure that the purpose of the Grant will be accomplished. To this end, the Government and A.I.D. shall from time to time, at the request of either party, exchange views through their representatives with regard to progress under the Grant, the performance by the Government of its obligations under this Agreement, the performance of the consultants, and other matters relating to the Grant.

SECTION 4.04. Taxation. This Agreement shall be free from any taxation or fees imposed under the laws in effect within the country of the Government. As, and to the extent that any consultant financed hereunder, and any commodities or equipment relating to contracts with consultants are not exempt from identifiable taxes, tariffs, or duties and other levies imposed under laws in effect in the country

of the Government, the Government, except as the Government and A.I.D. may otherwise agree, shall pay or reimburse the same under Section 7.03 of this Agreement with funds other than those provided under the Grant.

SECTION 4.05. Maintenance and Audit of Records. The Government shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating to this Agreement. Such books and records shall without limitation, be adequate to show:

(a) the receipt and use made of services and commodities financed with funds disbursed pursuant to this Agreement;

(b) the basis of the award of contracts;

(c) the progress of the respective services financed hereunder. Such books and records shall be regularly audited, in accordance with sound auditing standards, for such period and at such intervals as A.I.D. may require, and shall be maintained for five years after the date of the last disbursement by A.I.D.

SECTION 4.06. Reports. The Government and A.I.D. shall furnish each other such information and reports relating to the Grant and to the services and commodities financed hereunder as either party may reasonably request.

SECTION 4.07. Inspection and Audits

(a) A.I.D. or its authorized representative shall have the right at any time to observe operations carried out under this Agreement. A.I.D. shall, during the disbursement period of the Grant and within five years after completion of such disbursement period, further have the right to inspect and audit any reports and accounts with respect to funds provided by A.I.D., or with respect to contracts financed by A.I.D. under this Grant, wherever such records may be located and maintained.

(b) The Government shall insert, or cause to be inserted in all contracts financed hereunder a clause extending to A.I.D. the right to make inspections and audits in accordance with this section.

SECTION 4.08. Relation to Projects of Other Countries. Except as A.I.D. may otherwise agree, services financed under the Grant shall not be used to promote or assist a foreign aid project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such use.

ARTICLE V

Procurement

SECTION 5.01. Procurement. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Article VI shall be

used exclusively to finance the procurement of services and commodities having both their source and origin in the United States.

SECTION 5.02. Eligibility Date. Except as A.I.D. may otherwise agree in writing, only services and commodities which are contracted for and received after the date of this Agreement will be financed under the Grant.

SECTION 5.03. Procedures. A.I.D. will issue Implementation Letters which will prescribe the procedures applicable in connection with the implementation of this Grant.

ARTICLE VI

Disbursements

SECTION 6.01. Letters of Commitment to United States Banks. Upon satisfaction of conditions precedent, the Government may, from time to time, request A.I.D. to issue Letters of Commitment for specific amounts to one or more United States banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to consultants through the use of Letters of Credit or otherwise, and for costs of services and commodities procured in accordance with the terms and conditions of this Agreement. Payment by a bank to a consultant will be made by the bank upon presentation of such supporting documentation as A.I.D. may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Government and may be financed under the Grant.

SECTION 6.02. Disbursements – Project Implementation Orders. Upon satisfaction of conditions precedent, the Government may, from time to time request A.I.D. to issue Project Implementation Orders ("PIO's") for activities hereunder in accordance with A.I.D. procedures. A.I.D. will, as provided in such PIO's make funds available from this Grant to pay the costs of furnishing technical services and commodities in connection with the Program.

SECTION 6.03. Other Forms of Disbursement. Disbursement of the Grant may also be made through such other means and by such other procedures as the Government and A.I.D. may agree in writing.

SECTION 6.04. Terminal Date for Requests for Letters of Commitment or PIO Documents. Except as A.I.D. may otherwise agree in writing, no Letter of Commitment pursuant to Section 6.01, no PIO's pursuant to Section 6.02 or other commitment document which may be called for by another form of disbursement under Section 6.03, or amendment thereto, shall be issued in response to requests received by A.I.D. after December 31, 1977.

SECTION 6.05. Terminal Date for Disbursement. Except as A.I.D. and the Government may otherwise agree in writing, no disbursements

shall be made against documentation received by A.I.D. or any bank described in Section 6.01 after June 30, 1978. A.I.D. at its option, may at any time or times after June 30, 1978 reduce the Grant by all or any part thereof for which documentation was not received by such date.

ARTICLE VII

Terminations and Remedies of A.I.D.

SECTION 7.01. Termination. Either party may terminate its respective obligations under this Grant by giving written notice to the other party not less than sixty (60) days prior to the date specified for termination, provided, that in the event A.I.D. exercises its right hereunder, such termination shall not be effective as to payments which it is committed to make pursuant to non-cancellable commitments with respect to third party contracts.

SECTION 7.02. Termination of Disbursement. In the event that at any time:

- (a) The Government shall fail to comply with any provision contained herein, or
- (b) an event has occurred which A.I.D. determines to be an extraordinary situation which makes it improbable that the purposes of the Grant will be attained or that the Government will be able to perform its obligations hereunder; or
- (c) any disbursement would be inconsistent with the legislation governing A.I.D.; or
- (d) a default shall have occurred under any other agreement between the Government or any of its agencies and the United States or any of its agencies, then A.I.D. may decline (i) to make any further disbursements hereunder; or (ii) decline to make disbursements other than for outstanding commitments.

SECTION 7.03. Refunds. If A.I.D. determines that any disbursement is not supported by valid documentation in accordance with this Agreement, or is in violation of the law governing A.I.D., or that the services financed under this Agreement are not financed or used in accordance with the terms of the Agreement, the Government shall pay to A.I.D. in U.S. dollars within thirty (30) days after receipt of a request therefor, an amount not to exceed the amount of such disbursement. Refunds paid by the Government to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of A.I.D.'s obligation under the Agreement, and shall not, unless A.I.D. agrees otherwise in writing, be available for reuse under the Agreement. A.I.D.'s right to require such a refund shall continue for five (5) years following the date of such disbursement, notwithstanding the fact that A.I.D. may have invoked its right to terminate the Agreement.

SECTION 7.04. Non-Waivers of Remedies. No delay in exercising or omission to exercise, any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of such right, power, or remedy or any other right, power, or remedy hereunder.

SECTION 7.05. Expenses of Collection. All reasonable costs incurred by A.I.D. (other than salaries of its staff) in connection with the collection of refunds due under this Agreement may be charged to Government and reimbursed as A.I.D. may specify.

ARTICLE VIII

Miscellaneous

SECTION 8.01. Communications. Any notice, requests, documents or other communication given, made or sent by the Government to A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable or radiogram and shall be deemed to have been duly given, made or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable or radiogram at the following addresses:

TO GOVERNMENT:

Mail Address:	Ministry of Economy and Economic Cooperation 8 Adly Street Cairo, Egypt
Cable Address:	8 Adly Street Cairo, Egypt

TO A.I.D.:

Mail Address:	A.I.D. Office c/o U.S. Embassy Cairo, Egypt
Cable Address:	A.I.D. U.S. Embassy Cairo, Egypt

Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 8.02. Representatives. For all purposes relative to this Agreement, the Government will be represented by the individual holding or acting in the office of the Minister of Economy and Economic Cooperation and A.I.D. will be represented by the individual holding or acting in the office of the A.I.D. Representative, Cairo, Egypt. Such individuals shall have the authority to designate by written notice additional representatives. In the event of any replace-

ment or other designation of a representative hereunder, the Government shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the fully authorized representatives of the Government designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 8.03. Implementation. A.I.D. shall from time to time issue instructions that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 8.04. Entry into Force. This Agreement and Grant shall enter into force when signed by both parties hereto.

IN WITNESS WHEREOF, the Government and the United States of America, each acting through its respective duly authorized representative have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

UNITED STATES OF AMERICA

By: M. Z. SHAIFI

By: HERMANN Fr. EILTS

Name: Dr. Mohamed Zaki
Shafei

Name: Hermann Fr. Eilts

Title: *Minister of Economy and
Economic Cooperation*

Title: *Ambassador*

TIAS 8336

ETHIOPIA

Nutrition/Health Early Warning System and Access Road Construction

*Agreement signed at Addis Ababa June 30, 1976;
Entered into force June 30, 1976.*

ETHIOPIA RECOVERY AND REHABILITATION GRANT AGREEMENT BETWEEN GOVERNMENT OF ETHIOPIA AND THE UNITED STATES OF AMERICA

AGREEMENT No. 663-F-602

AMOUNT U.S. \$4,125,000

Date: JUNE 30, 1976

ETHIOPIA RECOVERY AND REHABILITATION GRANT AGREEMENT

AGREEMENT, dated June 30, 1976 between the Government of Ethiopia ("Grantee" or "Government") and the United States of America acting through the Agency for International Development ("A.I.D.")

ARTICLE I

The Grant

SECTION 1.1. The Grant. A.I.D. hereby agrees to grant to the Government ("Grantee"), subject to the conditions hereinafter set forth, an amount not to exceed four million, one hundred twenty five thousand U.S. dollars (U.S. \$4,125,000) ("Grant") to assist the Grantee in financing the foreign exchange and local currency costs of the Project referred to in Section 1.2.

SECTION 1.2. The Project. The Project shall consist of two Activities, as follows:

(a) One million U.S. dollars (\$1,000,000) from the Grant is allocated for Project Activity A. Activity A, together with other activities to be financed by the Grantee, the Swedish Development Association ("SIDA"), UNICEF and other organizations, shall consist of the development, establishment and operation of a national food and nutrition surveillance system (designated as disaster area assessment and early warning system in Ethiopia) system to assist in the compilation of information and the early identification of problems in Ethiopia.

(b) Three million one hundred twenty five thousand (U.S. \$3,-125,000) from the Grant is allocated for Project Activity B. Activity B shall consist of the construction of unpaved roads in the Southern Gemu Gofa Province of Ethiopia to enable ground transportation of relief commodities and other relief activities to and within this drought affected area and to facilitate and form a part of the intergrated development program for this area.

The Project shall be more fully described in Activity Implementation Agreements executed pursuant to Section 2.2(a) and Implementation Letters issued pursuant to Section 7.5.

SECTION 1.3. Eligible Goods and Services. Goods and services required to carry out the Project may be financed under this Grant subject to the restrictions indicated elsewhere in this Agreement and in any Implementation Agreements and Letters.

ARTICLE II

Conditions Precedent to Disbursement

SECTION 2.1. Conditions Precedent to Disbursement. Prior to the first disbursement under the Grant, the Grantee shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) The name of the person or persons designated as the representative or representatives of the Grantee pursuant to Section 7.4. and a specimen signature of each such person;

(b) An opinion of Grantee's Attorney General or of other counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Grantee, and that it constitutes a valid and legally binding obligation of the Grantee in accordance with all of its terms; and

(c) Such other documents as A.I.D. may reasonably request.

SECTION 2.2. Conditions Precedent to Disbursement for Project Activities.

(a) Prior to the first disbursement under the Grant specific Activity, the Grantee shall, except as A.I.D. may otherwise agree in

writing, execute with A.I.D. an Activity Implementation Agreement for each particular Activity. Each Implementation Agreement also shall be executed by each of the agencies or instrumentalities of the Grantee which will have implementation or administrative responsibilities for the Activity and shall include, inter alia, a description of the Activity, a budget, a projected work plan and a schedule for work progress and completion.

(b) Prior to any disbursement under the Grant for Activity A, the Grantee shall furnish to A.I.D. written evidence, satisfactory in form and substance to A.I.D., that the crop assessment component of the Nutrition/Health Early Warning System, will be effectively implemented by the Grantee's Ministry of Agriculture, including evidence that financing adequate to assure accomplishment of the said component is readily available.

SECTION 2.3. Terminal Dates for Meeting Conditions Precedent to Disbursement.

(a) If the conditions specified in Section 2.1 shall not have been met within 120 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by giving written notice to the Grantee. Upon the giving of such notice, this Agreement and all obligations of the parties hereunder shall terminate.

(b) If any condition specified in Section 2.2 shall not have been met within 180 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement in respect to any Activity to which an unsatisfied condition applies by giving written notice to the Grantee. Upon giving such notice, this Agreement, or the portion affected by such notice, and all obligations of the parties under the Agreement or the terminated portions thereof shall cease.

SECTION 2.4. Notification of Meeting Conditions Precedent.
A.I.D. shall notify the Grantee in writing when the Conditions Precedent to Disbursement specified in Sections 2.1 and 2.2 have been met.

ARTICLE III

General Covenants and Warranties

SECTION 3.1. Covenants. The Grantee, in consideration of this Grant, hereby covenants and agrees that:

(a) The Grantee explicitly recognizes that A.I.D. is providing supplemental financing for the Project for which the Grantee assumes responsibility for successful execution and completion and agrees to provide promptly as needed, all funds, in addition to the Grant, and all other resources required for the punctual and effective carrying out of the Project.

(b) The Grantee shall use its best efforts to carry out or cause to be carried out the Activities financed hereunder with due diligence and efficiency and in conformity with sound engineering, financial and administrative practices.

(c) The Grantee and A.I.D. shall cooperate fully to assure that the purpose of the Grant will be accomplished. To this end, the Grantee and A.I.D. shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Project and the implementation of Activities financed by the Grant.

(d) Except as A.I.D. may otherwise agree in writing, no taxes, tariffs, duties or levies of any nature whatsoever shall be paid with funds provided under the Grant. To the extent that any commodity procurement transaction financed under the Grant is not exempt from identifiable taxes, tariffs, duties and other levies imposed by the Grantee, the Grantee shall, as and to the extent prescribed in Implementation Letters, pay or reimburse the same with funds other than those provided under the Grant.

(e) If any personnel (other than citizens and residents of Ethiopia), whether United States Government employees, or employees of public or private organizations under contract with A.I.D., the Grantee or any agency authorized by the Grantee, who are present in Ethiopia to provide services which A.I.D. has agreed to finance under this Agreement, are under the laws, regulations, or administrative procedures of Ethiopia, (i) liable for local income or social security taxes with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States, or (ii) liable for property taxes on personal property, or any tariff or duty upon personal or household goods brought into Ethiopia for their personal use, the Grantee shall pay, with funds other than those provided under this Grant, such taxes, tariffs, or duties unless exemption is otherwise provided.

(f) The Grantee shall make such arrangements as may be necessary so that funds introduced into Ethiopia by A.I.D. hereunder shall, be convertible into the currency of Ethiopia at the highest rate which, at the time conversion is made, is not unlawful in Ethiopia.

ARTICLE IV

Records, Reports and Inspection

SECTION 4.1. Maintenance and Audit of Records. The Grantee shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating to the Project and this Agreement. Such books and records shall be adequate to show:

- (a) The receipt and disposition made of goods and services acquired with funds disbursed pursuant to this Agreement; and
- (b) The current status and progress of the Project.

Such books and records shall be regularly audited or caused to be audited, by the Grantee in accordance with sound auditing standards and shall be maintained for three years after the date of the last disbursement by A.I.D.

SECTION 4.2. Reports. The Grantee shall furnish, or cause to be furnished, to A.I.D. such information and reports relating to the Grant as A.I.D. may request.

SECTION 4.3. Inspections. The authorized representatives of A.I.D. shall have the right at all reasonable times to inspect the Activities carried out under the Project, the utilization of all goods and services financed under the Grant, and such books, records and other documents relating to the Project and the Grant as may be maintained by the Grantee, the Grantee's designated disbursing agent and/or implementing agency. The Grantee shall cooperate with A.I.D. to facilitate such inspections and shall permit representatives of A.I.D. to visit any part of Ethiopia for any purpose relating to the Grant.

ARTICLE V

Procurement

SECTION 5.1. Procurement from Code 000. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Section 6.1 shall be used exclusively to finance the procurement for the Project of goods and services having their source and origin in areas included in Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts are entered into therefor.

SECTION 5.2. Local Procurement. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Section 6.2 shall be used to finance the procurement for the Project of goods and services having their source in Ethiopia and their origin in Ethiopia or any area included in A.I.D. Geographic Code 000 as in effect at the time orders are placed or contracts are entered into therefor.

SECTION 5.3. Eligibility Date. Except as A.I.D. may otherwise agree in writing, no goods or services may be financed under the Grant which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement.

SECTION 5.4. Reasonable Price. No more than reasonable prices shall be paid for any goods and services financed, in whole or in part, under this Grant.

SECTION 5.5. Information and Marking. The Grantee will cooperate with A.I.D. in its efforts to disseminate appropriate information concerning the Project and shall comply with such reasonable instructions with respect to the marking of goods financed under the Grant as A.I.D. may issue from time to time.

SECTION 5.6. Insurance. Except as A.I.D. may otherwise agree in writing, the Grantee shall insure, or cause to be insured, all goods financed under the Grant against risks incident to their transit to the point of their use in the Project. Such insurance shall be issued upon terms and conditions consistent with sound commercial practice, shall insure the full value of the goods, and shall be payable in the currency in which such goods were financed. Any indemnification received by the Grantee under such insurance shall be used to replace or repair any material damage or any loss of the goods insured or shall be used to reimburse the Grantee for the replacement or repair of such goods. Any such replacements shall be of eligible source and origin under this Agreement and otherwise subject to the provisions of this Agreement.

SECTION 5.7. Utilization of Goods and Services. Goods and services financed under the Grant shall be used for the Project, except as A.I.D. may otherwise agree in writing. The Grantee's accountability to A.I.D. for the use of such goods and services shall extend to the completion of the Activity or to such other time as A.I.D. may specify in Implementation Letters.

ARTICLE VI

Disbursements

SECTION 6.1. Disbursement for United States Dollar Costs. Upon satisfaction of conditions precedent, the Grantee may, from time to time, request A.I.D. to make disbursements to finance the dollar costs of goods and services for the Project or to issue Letters of Commitment for specified amounts to one or more United States' banks satisfactory to A.I.D. committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, through the use of Letters of Credit or otherwise, for dollar costs of goods and services procured for the Project. Under the Letter of Commitment procedure payment by a bank to a contractor or supplier will be made by the bank upon presentation of such supporting documentation as A.I.D. may prescribe in Letters of Commitment and Implementation Agreements and Letters.

SECTION 6.2. Disbursement for Local Currency Costs. Upon satisfaction of conditions precedent, the Grantee may, from time to time, request disbursement by A.I.D. of local currency for local currency costs of goods and services procured for the Project in accordance with the terms and conditions of this Agreement by submitting to A.I.D. such supporting documentation as may be prescribed in Implementation Agreements and Letters.

SECTION 6.3. Other Forms of Disbursement. Disbursement of the Grant may also be made through such other means as the Grantee and A.I.D. may agree to in writing.

SECTION 6.4. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree to in writing, no disbursement shall be made by A.I.D. against documentation received by A.I.D. in connection with Activity A later than thirty-six (36) months after applicable conditions precedent to disbursement are satisfied and in connection with Activity B later than sixty (60) months after applicable conditions precedent to disbursement are satisfied. It is further provided that, except as A.I.D. may otherwise agree in writing, disbursements for Activity B shall be made only over a period not exceeding thirty-six (36) consecutive months.

SECTION 6.5. Refunds. If A.I.D. determine that any disbursement (a) is not supported by valid documentation in accordance with this Agreement and Implementation Agreements or Letters, or (b) is inconsistent with the purposes of the Agreement, A.I.D. as its option, may, notwithstanding the availability of any other remedy provided for under the Agreement, require the Grantee to refund such amount to A.I.D. within thirty (30) days after receipt of a request therefor, provided that such request by A.I.D. shall be made not later than three (3) years after the date of final disbursement hereunder. Any refunds paid by the Grantee to A.I.D. pursuant to this Section shall be considered as a reduction in the amount of A.I.D.'s obligation under this Agreement and shall not be available for reuse under the Agreement. Notwithstanding the fact that A.I.D. may have invoked its right to terminate the Agreement, the rights to A.I.D. set forth in this Section shall remain in force after such termination.

ARTICLE VII

Miscellaneous

SECTION 7.1. Waiver of Default. No delay in exercising, or omission to exercise, any right accruing to A.I.D. under this Agreement shall be construed as a waiver of any of its rights, powers or remedies hereunder.

SECTION 7.2. Communications. Any notice, request or communication given, made or sent by the Grantee or A.I.D. pursuant to the Agreement shall be in writing and shall be deemed to have been duly given, made or sent to the party to which it is addressed when it shall be delivered by hand or by mail, telegram, cable, or radiogram to such other party at the following address:

TO THE GRANTEE:

Mail Address:

Provisional Military Government
of Ethiopia, Chief Commissioner
Relief and Rehabilitation Com-
mission
P.O. Box 5686
Addis Ababa

Cable Address:

Rehab, Addis Ababa

TO A.I.D.:

Mail Address:

Director
USAID, Ethiopia
P.O. Box 1014
Addis Ababa

Cable Address:

Amemb—AID
P.O. Box 1014
Addis Ababa

SECTION 7.3. Other addresses may be substituted for the above upon giving of notice as provided herein. All notices, requests, communications and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 7.4. Representatives. For all purposes relative to this Agreement, the Grantee will be represented by the individual holding or acting in the office of Chief Commissioner, Relief and Rehabilitation Commission, and A.I.D. will be represented by the individual holding or acting in the office of the Director, USAID/Ethiopia. Such individuals shall have the authority to designate by written notice additional representatives with plenary or limited authority. In the event of any replacement or other designation of a representative hereunder, the Grantee shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Grantee designated pursuant to this Section, it may accept the signature of any such representative or representatives as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 7.5. Implementation Letters. A.I.D. may from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 7.6. Termination. The present Agreement shall enter into force when signed. Either party may terminate this Grant Agreement by giving the other party 30 days written notice of intention to terminate it. Termination of this Agreement shall terminate any obligation of A.I.D. to make disbursements pursuant to Section 6.1 or 6.2 except for disbursement which A.I.D. or the Grantee is committed to make pursuant to non-cancellable commitments entered into with third parties prior to the termination of the Grant Agreement. It is expressly understood that the obligations under Sections 5.7 and 6.5 shall remain in force after such termination.

IN WITNESS WHEREOF, the Grantee and A.I.D., each acting through its respective duly authorized representative, have caused this Agree-

ment to be signed in their names and delivered as of the date and year first written above.

GOVERNMENT OF ETHIOPIA

By: SHIMELIS ADUGNA

Name: Shimelis Adugna

Title: *Chief Commissioner,
Relief and Rehabilitation
Commission*

UNITED STATES OF AMERICA

By: ARTHUR W HUMMEL

Name: Arthur W. Hummel

Title: *Ambassador*

AUSTRALIA

United States Naval Communication Station in Australia

*Agreement amending the agreement of May 9, 1963, as amended.
Effectuated by exchange of notes
Signed at Canberra March 21, 1974;
Entered into force January 14, 1975.*

The Australian Acting Minister for Foreign Affairs to the American Ambassador



ACTING MINISTER FOR FOREIGN AFFAIRS

CANBERRA

March 21, 1974

Excellency,

I have the honour to refer to recent discussions between representatives of our two Governments concerning the future joint operation and utilisation by United States and Australian Forces of the present Naval Communication Station at North West Cape in the state of Western Australia. In accordance with the understandings reached in those discussions, I have the honour to propose that the agreement between the Government of Australia and the Government of the United States of America concerning the said Station, which entered into force on June 28, 1963 and was amended with effect from July 1, 1968, [1] be further amended as follows :

1. Article 1 be amended to read:

"In accordance with the terms and conditions set out in this agreement, the United States Government may establish, maintain and operate a Naval Communication Station (in this agreement called the "Station") at North West Cape in the state of Western Australia. The Station shall be operated by the armed forces of the two Governments as a joint facility";

2. Article 2 be amended to read:

"The Australian Government will acquire such land as is required for the purposes of the Station. All land so acquired will remain vested in the Australian Government, which will for the duration of this agreement grant to the United States Government all necessary rights of access to such land, and of exclusive use and occupancy thereof subject to the provisions of articles 1 and 4";

¹TIAS 5377, 6527; 14 UST 908; 19 UST 5445.

3. Article 14 be amended to read:

"Except as otherwise provided in this agreement, the construction, maintenance and operation of the Station will be without cost to the Australian Government (other than costs incurred directly by the Australian Government on behalf of its armed forces). The Australian Government will reimburse the United States Government for such expenses as the co-operating agencies of the two Governments agree should be met by Australia for the use of the Station by its forces";

All other provisions of the agreement would remain in full force and effect without change.

If the foregoing is acceptable to the Government of the United States of America, I have the honour further to propose that Your Excellency's reply to that effect together with this note, shall constitute an agreement between the two Governments. This Agreement shall be subject to approval by the two Governments and shall enter into force on the date on which they exchange instruments notifying such approval. [1]

Accept, Excellency, the assurances of my highest consideration.



(E.G. WHITLAM)

His Excellency Mr Marshall Green,
Ambassador,
Embassy of the United States of America,
CANBERRA. A.C.T. 2600

¹ Jan. 14, 1975.

The American Ambassador to the Australian Acting Minister for Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

CANBERRA, March 21, 1974

EXCELLENCY:

I have the honor to acknowledge receipt of your Note of March 21, 1974, which reads as follows:

"I have the honour to refer to recent discussions between representatives of our two Governments concerning the future joint operation and utilisation by United States and Australian Forces of the present Naval Communication Station at North West Cape in the state of Western Australia. In accordance with the understandings reached in those discussions, I have the honour to propose that the agreement between the Government of Australia and the Government of the United States of America concerning the said Station, which entered into force on June 28, 1963 and was amended with effect from July 1, 1968, be further amended as follows:

1. Article 1 be amended to read:

"In accordance with the terms and conditions set out in this agreement, the United States Government may establish, maintain and operate a Naval Communication Station (in this agreement called the "Station") at North West Cape in the state of Western Australia. The Station shall be operated by the armed forces of the two Governments as a joint facility";

2. Article 2 be amended to read:

"The Australian Government will acquire such land as is required for the purposes of the Station. All land so acquired will remain vested in the Australian Government, which will for the duration of this agreement grant to the United States Government all necessary rights of access to such land, and of exclusive use and occupancy thereof subject to the provisions of articles 1 and 4";

3. Article 14 be amended to read:

"Except as otherwise provided in this agreement, the construction, maintenance and operation of the Station will be without cost to the Australian Government (other than costs incurred directly by the Australian Government on behalf of its armed forces). The Australian Government will reimburse the United States Government for such expenses as the co-operating agencies of the two Governments agree should be met by Australia for the use of the Station by its forces";

All other provisions of the agreement would remain in full force and effect without change.

If the foregoing is acceptable to the Government of the United States of America, I have the honour further to propose that Your Excellency's reply to that effect together with this note, shall constitute an agreement between the two Governments. This Agreement shall be subject to approval by the two Governments and shall enter into force on the date on which they exchange instruments notifying such approval.

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

I have the honor to confirm that the foregoing proposal of the Government of Australia is acceptable to the Government of the United States and that Your Excellency's Note together with this reply will constitute an Agreement between our two Governments effective on the day on which our two Governments exchange instruments of approval as provided in the said Notes.

Accept, Excellency, the assurances of my highest consideration.

MARSHALL GREEN

The Honorable,

E. G. WHITLAN, Q.C., M.P.

*Acting Minister for Foreign Affairs,
Canberra, A. C. T.*

SENÉGAL

Drought Recovery and Rehabilitation Program

*Agreement signed at Dakar March 23, 1974;
Entered into force March 23, 1974.
And amending agreement
Signed at Dakar August 5 and 7, 1975;
Entered into force August 7, 1975.*

GRANT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SENEGAL AND THE AGENCY FOR INTERNATIONAL DEVELOPMENT FOR THE SAHEL RE- COVERY AND REHABILITATION PROGRAM

PROJECTS: 685-130-II-A, 685-120-I-B, 685-140-II-C, 685-
130-I-D, 685-130-II-E, 685-530-IV-F, 685-755-
II-G.

APPROPRIATION: 72-1141029

ALLOTMENT: 429-58-625-00-53-41

FISCAL YEAR: 1974

AGREEMENT dated March 23, 1974 between the Government of Senegal ("Government") and the United States of America acting through the Agency for International Development ("A.I.D.");

WHEREAS, Senegal has recently suffered and is continuing to suffer a disaster in the form of drought of major proportions which has caused and continues to cause widespread damage and human suffering; and

WHEREAS, the Government has undertaken a program of drought recovery and rehabilitation; and

WHEREAS, it is apparent that the magnitude of the Government's drought recovery and rehabilitation efforts are beyond the financial resources of the Government; and

WHEREAS, the United States of America in a spirit of friendship and cooperation with the people of Senegal desires to assist the Government's efforts in the arduous task of recovery and rehabilitation;

Now THEREFORE, the parties hereto agree as follows:

ARTICLE I

The Grant

SECTION 1.1.—Purpose of the Grant. A.I.D. hereby agrees to grant to the Government, subject to the conditions hereinafter set forth, an amount not to exceed One Million, Three Hundred Ninety Thousand Dollars (\$1,390,000) ("Grant") to assist the Government in carrying out the Program referred to in Section 1.2 ("Program") for drought recovery and rehabilitation in Senegal.

SECTION 1.2—The Program. The Program shall consist of particular relief and rehabilitation activities ("Activities") undertaken or caused to be undertaken by the Government in the following areas:

- (a) Range management, livestock and water
- (b) Agricultural production
- (c) Storage and transportation
- (d) Health

The Program is more fully described in Annex A, attached hereto, which Annex may be modified in writing by issuance of an Implementation Letter pursuant to Section 7.5.

SECTION 1.3—Eligible Activities. Goods and services required to carry out listed Activities in Annex A, attached hereto, are financed under this Grant subject to the restrictions indicated elsewhere in this Agreement and in any Implementation Letter issued pursuant to Section 7.5.

ARTICLE II

Conditions Precedent to Disbursement

SECTION 2.1—Conditions Precedent to Disbursement. Prior to the first disbursement to the Government, or to the Government's disbursing agent as may be designated pursuant to Section 6.1, or to the issuance of the first Letter of Commitment under the Grant, the Government shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.

(a) The name of the person or persons designated as the representative or representatives of the Government pursuant to Section 7.3 and a specimen signature of each such person;

(b) The name of the Government's disbursing agent, certifying officer and specimen signature of said officer, as may be designated pursuant to Section 6.1;

SECTION 2.2—Conditions Precedent to Disbursement for Activities. Prior to the first disbursement by the Government's designated disbursing agent, or to the issuance of the first Letter of Commitment for any specific Activity, the Government shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D.:

TIAS 8339

(a) A description of the Activity, chosen from those Activities illustrated in Annex A, to be undertaken or caused to be undertaken by the Government and supported in whole or in part by this Grant;

(b) A budget and projected work plan for that Activity and an estimate of the time required to carry it out; and

(c) Identification of the proposed administrative and implementing agency for the Activity.

SECTION 2.3—Notification of Meeting of Conditions Precedent.
A.I.D. shall notify the Government in writing that the Conditions Precedent to Disbursement specified in Sections 2.1 and 2.2 have been met.

ARTICLE III

General Covenants and Warranties

SECTION 3.1—Covenants. The Government, in consideration of this Grant, hereby covenants and agrees that:

(a) The Government explicitly recognizes that A.I.D. is providing financing for the Program for which the Government assumes responsibility for successful execution and completion.

(b) The Government shall use its best efforts to carry out or cause to be carried out the Activities financed hereunder with due diligence and efficiency and in conformity with proven engineering, financial and administrative practices.

(c) The Government and A.I.D. shall cooperate fully to assure that the purpose of the Grant will be accomplished. To this end, the Government and A.I.D. shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Program and the implementation of Activities financed by this Grant.

(d) If A.I.D., or any public or private organization furnishing commodities through A.I.D. financing for operations hereunder in Senegal, is under the law, regulations or administrative procedures of Senegal, liable for customs duties and import taxes on commodities imported into Senegal for purposes of carrying out this Agreement, the Government exonerates those commodities from all duties and taxes.

(e) The Government of Senegal will exonerate any personnel (other than citizens and residents of Senegal, whether US Government employees or employees of public and private organizations under contract with A.I.D., the Government or any agency authorized by the Government, who are present in Senegal to provide services which A.I.D. has agreed to finance under this Agreement) liable under the laws, regulations or administrative procedures of Senegal, from:

(i) local income or social security taxes with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States or

(ii) property taxes on vehicles, refrigerators, air conditioners etc., and any tariff or duty upon personal household goods brought into Senegal for their personal use.

(f) The Government shall make such arrangements as may be necessary so that funds introduced into Senegal by A.I.D. hereunder shall be convertible into the currency of Senegal at the highest rate which, at the time conversion is made, is not unlawful in Senegal.

ARTICLE IV

Records, Reports and Inspection

SECTION 4.1—Maintenance and Audit of Records. The Government shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating to the Program and this Agreement. Such books and records shall be adequate to show:

- (a) The receipt and disposition made of goods and services acquired with funds disbursed pursuant to this Agreement; and
- (b) The current status and progress of the Program.

Such books and records shall be regularly audited, or caused to be audited by the Government in accordance with usual auditing standards and shall be maintained for three years after the date of the last disbursement by A.I.D.

SECTION 4.2—Reports. The Government shall furnish, or cause to be furnished, to A.I.D. such information and reports relating to the Grant as A.I.D. may request.

SECTION 4.3—Inspections. The authorized representatives of A.I.D. shall have the right at all reasonable times to inspect the Activities carried out under the Program, the utilization of all goods and services financed under the Grant, and such books, records and other documents relating to the Program and the Grant as may be maintained by the Government, the Government's designated disbursing agent and/or implementing agency. The Government shall cooperate with A.I.D. to facilitate such inspections and shall permit representatives of A.I.D. to visit any part of Senegal for any purpose relating to the Grant.

ARTICLE V

Procurement

SECTION 5.1—Source and Origin. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Section 6.1 shall be used exclusively to finance the procurement for the Program of goods and services, ocean shipping and marine insurance having their source and origin in Senegal, the United States and/or other countries included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such procurement.

SECTION 5.2—Eligibility Date. Except as A.I.D. may otherwise agree in writing, no goods or services may be financed under the Grant which are procured pursuant to orders or contracts firmly placed or entered into prior to December 17, 1973.

SECTION 5.3—Reasonable Price. The Government shall exert its best efforts to assure that no more than reasonable prices shall be paid for any goods and services financed, in whole or part, under this Grant.

SECTION 5.4—Information and Marking. The Government will cooperate with A.I.D. in its efforts to disseminate appropriate information concerning the Program and shall comply with such instructions with respect to markings of the goods financed under the Grant, which A.I.D. may issue from time to time and which are judged to be reasonable by the Government and A.I.D.

SECTION 5.5—Insurance. Except as A.I.D. may otherwise agree in writing, the Government shall insure, or cause to be insured, all goods financed under the Grant against risks incident to their transit to the point of their use in the Program. Such insurance shall be issued upon terms and conditions consistent with sound commercial practice, shall insure the full value of goods, and shall be payable in the currency in which such goods were financed. Any indemnification received by the Government under such insurance shall be used to replace or repair any material damage or any loss of the goods insured or shall be used to reimburse the Government for the replacement or repair of such goods. Any such replacements shall be of local, United States or other Code 935 source and origin and otherwise subject to the provisions of this Agreement.

SECTION 5.6—Utilization of Goods and Services.

(a) Goods and services financed under the Grant shall be used for the Program, except as A.I.D. may otherwise agree in writing. The Government's accountability to A.I.D. for the use of such goods and services shall extend to the completion of the Activity or to such other earlier time as A.I.D. may specify in Implementation Letters.

(b) Goods or services financed under the Grant may be used in concert with the drought related projects and activities or any other donor to assist in meeting the purposes of the Program.

ARTICLE VI

Disbursements

SECTION 6.1—Disbursements for the Program. Upon satisfaction of conditions precedent, the Government may, from time to time, request disbursements by A.I.D. to finance costs of goods and services for the Program. The Government, or an institution, satisfactory to A.I.D., acting as the Government's disbursing agent and in the Government's behalf, will make expenditures authorized under this Grant and furnish A.I.D. with such information, reports and other

disbursement documentation, relating to Activities financed under this Agreement, as A.I.D. may reasonably request for purposes of reimbursement. At the request of the Government and upon the written agreement of A.I.D., the Government, or its authorized disbursing agent, may be issued a reasonable advance to cover initial costs and the time element required to process reimbursement requests. Disbursement procedures shall be more fully prescribed in Implementation Letters.

SECTION 6.2—Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Government and A.I.D. may agree in writing.

SECTION 6.3—Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no disbursement shall be made against documentation received by A.I.D. later than twenty four (24) months after the date of execution of this Agreement.

SECTION 6.4—Refunds. If A.I.D. determines that any disbursement (a) is not supported by valid documentation in accordance with this Agreement and the Letters of Implementation, or (b) is inconsistent with the purposes of the Agreement, A.I.D., at its option may, notwithstanding the availability of any other remedy provided for under the Agreement, require the Government to refund such amount to A.I.D. within thirty (30) days after receipt of a request therefore, provided that such request by A.I.D. shall be made not later than one (1) year after the date of final disbursement hereunder. Any refunds paid by the Government to A.I.D. pursuant to this Section shall be considered as a reduction in the amount of A.I.D.'s obligation under this Agreement and shall not be available for reuse under the Agreement. Notwithstanding the fact that A.I.D. may have invoked its right to terminate the Agreement, the rights to A.I.D. set forth in this Section shall remain in force after such termination.

ARTICLE VII

Miscellaneous

SECTION 7.1—Waives of Default. No delay in exercising, or omission to exercise, any right accruing to A.I.D. under this Agreement shall be construed as a waiver of any of its rights, powers or remedies hereunder.

SECTION 7.2—Communications. Any notice, request or communication given, made or sent by the Government or A.I.D. pursuant to the Agreement shall be in writing and shall be deemed to have been duly given, made or sent to the party to which it is addressed when it shall be delivered by hand or mail, telegram, cable, or radiogram to such other party at the following address:

TO THE GOVERNMENT:

Mail Address: Minister of Finance and
Economic Affairs
Centre Peytavin
Dakar, Senegal

TO A.I.D.

Mail Address: Director U.S.A.I.D.
Regional Development Office
American Embassy
B.P. 49
Dakar, Senegal

Other addresses may be substituted for the above upon giving of notice as provided herein. All notices, requests, communications and documents submitted to A.I.D. hereunder shall be in English or French, except as A.I.D. may otherwise agree in writing.

SECTION 7.3—Representatives. For all purposes relative to this Agreement the Government will be represented by the individual holding or acting in the office of Directeur des Investissements, Ministere des Finances et des Affaires Economiques, and A.I.D. will be represented by the individual holding or acting in the office of Area Development Officer for Senegal. Such individuals shall have the authority to designate by written notice additional representatives. In the event of any replacement or other designation of a representative hereunder, the Government shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Government designated pursuant to this Section, it may accept the signature of any such representative or representatives as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 7.4—Controlling Language. In cases of ambiguity or conflict between the English and French versions of this Agreement, the English version shall control.

SECTION 7.5—Implementation Letters. A.I.D. may from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 7.6—Termination. The present Agreement shall enter into force when signed. Either party may terminate this Grant Agreement by giving the other party 30 days written notice of intention to terminate it. Termination of this Agreement shall terminate any obligation of A.I.D. to make disbursements pursuant to Section 6.1 or 6.2 except for disbursements which A.I.D. or the Government is committed to make pursuant to noncancellable commitments entered into with third parties prior to the termination of the Grant

Agreement. It is expressly understood that the obligations under Sections 5.6(a) and 6.4 shall remain in force after such termination.

IN WITNESS WHEREOF, the Government and A.I.D., each acting through its respective duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the date and year first written above.

GOVERNMENT OF SENEGAL

UNITED STATES OF AMERICA

By: BABACAR BA

By: O. RUDOLPH AGGREY

Babacar Ba

O. Rudolph Aggrey

Title: *Minister of Finance and
Economic Affairs*

Title: *Ambassador*

Date: 23 MARS 1974

Date: 23 MARS 1974

[SEAL]

[SEAL]

ANNEX A PROGRAM DESCRIPTION

The Program financed hereunder is designed to help cover an unexpectedly large Government budget deficit resulting from the extraordinary spending requirements attributable to the Sahelian drought. This design will be fulfilled through financing activities of the Government which lend themselves to relatively swift implementation and fulfill a pressing need in the overall drought recovery picture of Senegal. The specific activities and allocation of resources for them will be determined when the Government submits its Activity descriptions and accompanying summary budgets.

A.I.D. is prepared to finance Program Activities up to the following sector funding levels:

1. Range Management, livestock and water	\$940,000
2. Agricultural production	\$350,000
3. Storage and Transportation	—
4. Health	\$100,000

PROGRAM ACTIVITIES

The following is an illustrative list of the type of Program Activities eligible for financing under this Grant:

- Equipping Agricultural Villages with Pumps in Fleuve Region
- Range Rehabilitation and Protection
- Drought Relief through Extension Services
- Animal Health
- Irrigated Agricultural Production in Fleuve Region
- Rural Health Extension Outreach
- Assistance in Project Development and Analysis

**ACCORD DE SUBVENTION ENTRE LE GOUVERNEMENT DU
SENEGAL ET L'AGENCE POUR LE DEVELOPPEMENT
INTERNATIONAL POUR PROJET DE RELEVEMENT ET
DE REMISE EN ETAT DU SAHEL**

PROJETS: 685-130-II-A, 685-120-I-B, 685-140-II-C
685-130-I-D, 685-130-II-E, 685-530-IV-F
685-755-II-G

AFFECTATION: 72-1141029

ALLOCATION: 429-58-625-00-53-41

ANNEE FISCALE: 1974

ACCORD en date du 23 mars 1974 entre le Gouvernement du Sénegal ("le Gouvernement") et les Etats-Unis d'Amérique agissant par l'intermédiaire de l'Agence pour le Développement International ("l'A.I.D.).

ATTESTE QUE:

ATTENDU QUE le Sénegal a souffert récemment et continue à souffrir d'un sinistre sous forme d'une sécheresse de grande envergure qui a causé et continue de causer d'importants dégâts et une profonde souffrance humaine;

ATTENDU QUE le Gouvernement a entrepris un Programme de Relèvement et de Remise en Etat à la suite de la sécheresse;

ATTENDU QU'IL est évident que l'ampleur des efforts de Relèvement et de Remise en Etat déployés par le Gouvernement à la suite de la sécheresse sont au-delà des ressources financières du Gouvernement; et

ATTENDU QUE, dans un esprit d'amitié et de coopération avec le Peuple du Sénegal, les Etats-Unis d'Amérique désirent appuyer les efforts du Gouvernement dans sa tâche ardue de relèvement et de remise en état;

POUR CES MOTIFS, les parties au présent accord sont convenues de ce qui suit:

ARTICLE PREMIER

La Subvention

SECTION 1.1. But de la Subvention. L'A.I.D. convient par les présentes d'accorder au Gouvernement, sous réserve des conditions ci-après énoncées, une somme ne devant pas excéder (\$1.390.000) Un Million Trois Cent Quatre Vingt Dix Mille Dollars ("la Subvention") afin d'aider le Gouvernement à exécuter le Programme mentionné dans la Section 1.2 ("le Programme") aux fins de Relèvement et de Remise en Etat à la suite de la sécheresse au Sénegal.

SECTION 1.2. Le Programme. Le Programme comportera différentes activités de secours et de relèvement "les Activités" que le Gouvernement doit entreprendre ou faire entreprendre dans les domaines suivants:

- a) Aménagement des paturages élevage et eau,
- b) Production agricole,
- c) Entreposage et transport,
- d) Santé.

Le Programme est décrit plus en détail à l'Annexe A figurant ci-joint, Annexe qui peut être modifiée par écrit par l'émission d'une Lettre d'Exécution conformément aux dispositions de la Section 7.5.

SECTION 1.3. Activités retenues. Les biens et services nécessaires à la mise en oeuvre des Activités dont la liste figure à l'Annexe A ci-jointe sont financés au titre de la présente Subvention sous réserve des restrictions indiquées ailleurs dans le présent accord et dans toute Lettre d'Exécution émise en vertu des dispositions de la Section 7.5.

ARTICLE II

Conditions Préalables aux Décaissements

SECTION 2.1 Conditions préalables aux décaissements. A moins que l'A.I.D. n'en convienne autrement par écrit, avant que ne soit effectué le premier décaissement au Gouvernement, ou à l'Agent Financier du Gouvernement qui pourra être désigné conformément à la Section 6.1, ou que ne soit émise la première Lettre d'Engagement en vertu de la Subvention, le Gouvernement devra fournir à l'A.I.D. les renseignements ci-après, qui devront donner satisfaction à l'A.I.D. quant au fond et à la forme:

- a) Le nom de la personne ou des personnes qui agiront en qualité de représentants du Gouvernement conformément aux dispositions de la Section 7.3 et un spécimen de la signature de chacun desdites personnes;
- b) Le nom de l'Agent Financier du Gouvernement qui pourra être désigné conformément à la Section 6.1.

SECTION 2.2. Conditions préalables aux décaissements aux fins des Activités. A moins que l'A.I.D. n'en convienne autrement par écrit, avant que ne soit effectué le premier décaissement par l'Agent Financier désigné par le Gouvernement, ou que ne soit émise la première Lettre d'Engagement pour toute Activité déterminée, le Gouvernement devra fournir à l'A.I.D. les documents ci-après, qui devront donner satisfaction à l'A.I.D. quant au fond et à la forme:

- a) Une description de l'Activité, choisie parmi les Activités figurant à l'Annexe A, que le Gouvernement doit entreprendre ou faire entreprendre et qui sera financée en tout ou en partie sur la présente Subvention.
- b) Un budget et un plan des travaux envisagés dans le cadre de cette Activité, ainsi qu'une estimation du temps nécessaire à sa mise en oeuvre et,

c) L'identification du service d'administration et d'exécution proposé pour ladite Activité.

SECTION 2.3. Notification de réalisation des conditions préalables.

L'A.I.D. devra notifier le Gouvernement par écrit que les conditions préalables aux décaissements stipulés aux Sections 2.1 et 2.2 ont été satisfaites.

ARTICLE III

Engagements et Garanties à caractère général.

SECTION 3.1. Engagements. Le Gouvernement, en considération de la présente Subvention, convient par les présentes et accepte de respecter ce qui suit:

- a) Le Gouvernement reconnaît explicitement que l'A.I.D. assure le financement aux fins du Programme dont le Gouvernement assume la responsabilité quant à la bonne exécution et l'achèvement.
- b) Le Gouvernement déploiera tous ses efforts pour exécuter ou faire exécuter les activités financées en vertu du présent accord, avec toute la diligence et l'efficacité voulues et conformément à des pratiques éprouvées sur le plan technique, financier et administratif.
- c) Le Gouvernement et l'A.I.D. doivent coopérer pleinement pour assurer la réalisation du but de la Subvention. À cette fin, le Gouvernement et l'A.I.D. devront de temps à autre, à la demande de l'une quelconque des parties, procéder à un échange de vues par le truchement de leurs représentants en ce qui concerne le progrès du Programme et la Mise en Oeuvre des Activités financées grâce à la présente Subvention.
- d) Si l'A.I.D., ou tout organisme public ou privé fournissant des marchandises grâce au financement de l'A.I.D. aux fins d'opérations au titre du présent accord au Sénégal, se trouve en vertu de la loi, dès règlements ou procédures administratives du Sénégal, passible de droits de douane et de taxes à l'importation sur les marchandises importées au Sénégal aux fins d'exécution du présent accord, le Gouvernement exonère de tous droits et taxes les dites marchandises.
- e) Le Gouvernement du Sénégal exonérera toutes personnes (autres que les ressortissants et résidents du Sénégal, qu'il s'agisse d'employés du Gouvernement des Etats-Unis ou d'employés d'organismes publics ou privés sous contrat avec l'A.I.D., le Gouvernement ou toute autre Agence autorisée par le Gouvernement qui sont présentes au Sénégal pour assurer les services que l'A.I.D. a convenu de financer en vertu du présent accord) possibles de lois, réglementations ou procédures administratives du Sénégal: (i) d'impôts sur le revenu ou taxes de sécurité sociale au Gouvernement des Etats-Unis ou (ii) d'impôts

sur les biens personnels, sur les véhicules, réfrigérateurs, climatiseurs, etc. . . . et tous droits de douane ou autres sur les effets personnels amenés au Sénégal pour leur usage personnel.

f) Le Gouvernement prendra toutes dispositions nécessaires pour que les fonds introduits au Sénégal par l'A.I.D. en vertu du présent Accord soient convertibles en monnaie du Sénégal au taux le plus favorable qui, au moment où est faite la conversion, n'est pas illégal au Sénégal.

ARTICLE IV

Registres, Rapports et Inspections

SECTION 4.1. Tenue et vérification des registres. Le Gouvernement devra tenir ou faire tenir, selon de bons principes et de bonnes méthodes de comptabilité généralement appliqués, les livres et registres concernant le Programme et le présent Accord. Lesdits livres et registres devront être établis de façon à indiquer:

- a) La réception et l'usage fait des biens et services acquis à l'aide de fonds décaissés en vertu du présent accord; et
- b) Le statut actuel et les progrès du Programme.

Lesdits livres et registres seront régulièrement vérifiés ou fait vérifier par le Gouvernement selon des normes habituelles de vérification et devront être tenus pendant trois ans après la date du dernier décaissement effectué par l'A.I.D.

SECTION 4.2. Rapports. Le Gouvernement fournira ou fera fournir à l'A.I.D. tous renseignements ou rapports relatifs à la Subvention que l'A.I.D. pourra demander.

SECTION 4.3. Inspections. Les représentants autorisés de l'A.I.D. auront le droit à tout moment raisonnable d'inspecter les Activités exécutées au titre du Programme, l'utilisation de tous biens et services financés au titre de la Subvention, ainsi que tous livres, registres et autres documents concernant le Programme et la Subvention qui seront tenus par le Gouvernement, l'Agent Financier désigné par le Gouvernement et/ou l'organisme d'exécution. Le Gouvernement devra coopérer avec l'A.I.D. en vue de faciliter lesdites inspections et permettre aux représentants de l'A.I.D. de visiter toute partie du Sénégal à toutes fins concernant la Subvention.

ARTICLE V

Achats

SECTION 5.1. Sources et origine. A moins que l'A.I.D. n'en convienne autrement par écrit, les décaissements effectués en vertu de la Section 6.1. devront être utilisés exclusivement pour financer aux fins du Programme, la fourniture de biens et services, du transport maritime et d'une assurance maritime ayant à la fois leur source et

leur origine au Sénégal, aux Etats-Unis et/ou dans d'autres pays figurant au Code 935 de la nomenclature géographique de l'A.I.D. en vigueur au moment dudit achat.

SECTION 5.2. Date d'admissibilité. A moins que l'A.I.D. n'en convienne autrement par écrit, tous biens et services achetés en vertu de commandes ou de contrats fermes places ou conclus avant le 17 Décembre 1973 ne pourront en aucun cas être financés au titre de la Subvention..

SECTION 5.3. Prix raisonnable. Le Gouvernement déploiera tous ses efforts pour veiller à ce qu'il ne soit pas payé plus qu'un prix raisonnable pour tous biens et services financés, en tout ou en partie, au titre de la présente Subvention.

SECTION 5.4. Information et marquage. Le Gouvernement devra coopérer avec l'A.I.D. pour assurer la diffusion de renseignements appropriés concernant le Programme et devra respecter toutes instructions concernant le marquage des marchandises financées sous l'Accord que l'A.I.D. pourra émettre de temps à autre et, jugées raisonnables par le Gouvernement et l'A.I.D.

SECTION 5.5. Assurances. A moins que l'A.I.D. n'en convienne autrement par écrit, le Gouvernement devra assurer ou faire assurer tous biens financés au titre de la Subvention contre les risques que comporte leur transport jusqu'au lieu de leur utilisation dans le cadre du Programme. Ladite assurance sera émise selon des modalités et conditions conformes aux bonnes pratiques commerciales, devra couvrir pleinement la valeur des biens et être payable en la monnaie dans laquelle lesdits biens ont été financés. Toute indemnisation reçue par le Gouvernement au titre de ladite assurance devra être utilisée au remplacement ou à la réparation des biens assurés à la suite de toute perte ou de tout dommage matériel, ou servir à rembourser le Gouvernement pour le remplacement ou la réparation desdits biens. Tous lesdits remplacements devront être de source et d'origine locales, ou avoir leur source at leur origine aux Etats-Unis ou dans un autre pays figurant au Code 935, et être soumis sous tous autres rapports aux dispositions du présent accord.

SECTION 5.6. Utilisation des biens et services.

a) Les biens et services financés en vertu de la Subvention devront être utilisés aux fins du Programme, à moins que l'A.I.D. n'en convienne autrement par écrit. Le Gouvernement devra rendre compte à l'A.I.D. de l'utilisation desdits biens et services pendant une période s'étendant jusqu'à la fin de l'Activité ou jusqu'à tout autre période antérieure que l'A.I.D. pourrait stipuler dans les Lettres d'Exécution.

b) Les biens et services financés en vertu de la Subvention pourront être utilisés en relation avec les projets et activités de tout autre donateur concernant la sécheresse en vue d'aider à atteindre les objectifs du Programme.

ARTICLE VI

Décaissements

SECTION 6.1. Décaissements aux fins du Programme. Dès que les conditions préalables auront été satisfaites, le Gouvernement pourra demander de temps à autre des décaissements de l'A.I.D. en vue de financer le coût de biens et services aux fins du Programme. Le Gouvernement ou une institution donnant satisfaction à l'A.I.D. et agissant en qualité d'Agent Financier du Gouvernement et au nom du Gouvernement, effectuera les dépenses autorisées en vertu de la présente Subvention et fournira à l'A.I.D. tous renseignements, rapports et autres documents de décaissements se rapportant aux Activités financées en vertu du présent accord que l'A.I.D. pourra raisonnablement demander aux fins de remboursement. A la demande du Gouvernement et sur accord écrit de l'A.I.D., le Gouvernement ou ses agents autorisés, pourront recevoir une avance raisonnable pour couvrir les coûts initiaux et donner le temps nécessaire à la présentation des demandes de remboursements. Les procédures de décaissement seront énoncées plus en détail dans les Lettres d'Exécution.

SECTION 6.2. Autres formes de décaissements. Des décaissements au titre de la Subvention peuvent également être effectués par d'autres voies dont le Gouvernement et l'A.I.D. pourraient convenir par écrit.

SECTION 6.3. Date limite des décaissements. A moins que l'AID n'en convienne autrement par écrit, aucun décaissement ne se fera au titre de document reçus par l'A.I.D. après un délai de Vingt Quatre Mois (24) à compter de la date de la signature du présent accord.

SECTION 6.4. Restitutions. Si l'A.I.D. détermine qu'un décaissement qualconque a) n'est pas appuyé par une documentation valable selon les termes du présent accord et les Lettres d'Exécution, ou b) n'est pas conforme aux buts de l'accord, l'A.I.D., peut à son gré, nonobstant la disponibilité de tout autre recours prévus aux termes du présent accord, exiger que le Gouvernement restitue ledit montant à l'A.I.D. dans un délai de trente (30) jours après réception d'une demande à cet effet, sous réserve qu'une telle demande par l'AID soit faite au plus tard un (1) an à compter de la date du dernier décaissement effectué en vertu du présent accord. Toute restitution faite par le Gouvernement à l'A.I.D. conformément à la présente Section sera considérée comme constituant une réduction du montant des obligations de l'A.I.D. en vertu du présent accord et cette somme ne pourra être utilisée à nouveau au titre de l'accord. Nonobstant le fait que l'A.I.D. ait pu invoquer le droit de mettre fin à l'accord, les droits de l'A.I.D. énoncés dans la présente Section demeureront en vigueur après ladite cessation.

ARTICLE VII

Divers

SECTION 7.1 Désistement. Aucun retard dans l'exercice ni aucune omission d'exercice de tout droit acquis à l'A.I.D. aux termes du présent accord ne pourra être interprété comme en désistement de d'un quelconque de ses droits, pouvoirs ou recours en vertu de cet accord.

SECTION 7.2. Communications. Toute notification, demande ou communication donnée, faite ou envoyée par le Gouvernement ou l'AID en application du présent accord devra l'être par écrit et sera réputée avoir été dûment donnée, faite ou envoyée à la partie à laquelle elle est adressée lorsqu'elle aura été remise à la dite partie personnellement ou par voie postale ou par télégramme, câble ou radiogramme à l'adresse suivante:

AU GOUVERNEMENT:

Adresse Postale: Ministre des Finances et des Affaires Economiques
Centre Peytavin
Dakar, Sénégal.

A L'A.I.D.

Adresse Postale: Director
U.S.A.I.D.
Regional Development Office
American Embassy
B.P. 49
Dakar, Senegal

D'autres adresses pourront être substituées aux adresses indiquées ci-dessus après que notification en aura été donnée. Toutes notifications, demandes ou communications et tous documents soumis à l'A.I.D. conformément au présent accord devront être rédigés en langue anglaise ou en langue française, à moins que l'A.I.D. n'en convienne autrement par écrit.

SECTION 7.3. Représentants. À toutes fins d'application du présent accord, le Gouvernement sera représenté par le titulaire ou le suppléant du poste de Directeur des Investissements, Ministère des Finances et des Affaires Economiques, et l'A.I.D. sera représentée par le titulaire ou le suppléant du poste de Directeur du Bureau Régional de l'A.I.D. Ces personnes seront habilitées à désigner d'autres représentants par voie de notification écrite. En cas de remplacement ou de désignation d'un autre représentant aux termes de la présente Section, le Gouvernement devra soumettre une attestation jugée satisfaisante quant au fond et à la forme par l'AID, indiquant le nom et comportant un spécimen de la signature du représentant. Jusqu'à réception par l'A.I.D. d'une notification écrite de révocation du mandat de l'un quelconque des représentants dûment autorisés du

Gouvernement et designés en vertu de la présente Section, l'A.I.D. pourra accepter la signature de l'un quelconque desdits représentants comme preuve concluante que toute action faisant l'objet de l'instrument portant cette signature est dûment autorisée.

SECTION 7.4. Langue faisant foi. En cas d'ambiguité ou de conflit entre la version de langue anglaise et la version de langue française du présent accord, le tout en langue anglaise fera foi.

SECTION 7.5. Lettres d'Exécution. L'A.I.D. pourra émettre de temps à autre des Lettres d'Exécution qui prescriront les procédures applicables en vertu des présentes en ce qui concerne l'exécution du présent accord.

SECTION 7.6. Cessation de l'Accord. Le présent accord doit entrer en vigueur au moment de sa signature. L'une des parties peut mettre fin au présent accord de Subvention en notifiant l'autre partie par écrit, avec préavis de 30 jours, de son intention d'y mettre fin. La cessation du présent accord mettra fin à toute obligation de l'AID d'effectuer des décaissements en verté des Sections 6.1 ou 6.2, à l'exception des décaissements que l'A.I.D. ou le Gouvernement doit effectuer au titre d'engagements non revocables conclus avec des tiers avant la cessation de l'Accord de Subvention. Il est expressément entendu que les obligations prevues aux Sections 5.7. a) et 6.4. demeureront en vigueur après ladite cessation.

EN FOI DE QUOI, le Gouvernement et l'A.I.D., chacun agissant par l'intermédiaire de son représentant dûment autorisé, ont fait signer en leur nom et exécuter le présent accord à la date figurant en tête des présentes.

GOUVERNEMENT DU SENEgal ETATS-UNIS D'AMERIQUE

BABACAR BA

O. RUDOLPH AGGREY

Par: Babacar Ba

O. Rudolph Aggrey

Titre: *Ministre des Finances et* Titre: *Ambassadeur
des Affaires Economiques*

[SEAL]

[SEAL]

ANNEXE A

DESCRIPTION DU PROGRAMME

Le Programme financé en vertu du présent accord est destiné à contribuer à couvrir un déficit, dont l'envergure n'avait pas été anticipée dans le budget gouvernemental, résultant des dépenses extraordinaires imputables à la sécheresse au Sahel. Ce but sera accompli par le financement d'activités du Gouvernement qui se prêtent à une mise en oeuvre relativement rapide et répondant à une nécessité urgente dans la conjoncture générale de relèvement du

Sénégal à la suite de la sécheresse. Les Activités particulières et l'affectation des ressources à ces fins seront déterminées lorsque le Gouvernement soumettra la description des Activités et les budgets sommaires correspondants.

L'A.I.D. est disposée à financer des Activités dans le cadre du Programme jusqu'à concurrence des sommes indiquées ci-après pour chaque secteur:

1. Aménagement des pâturages, élevage et eau	\$940, 000
2. Production agricole	\$350, 000
3. Entreposage et transport	\$ —
4. Santé	\$100, 000

ACTIVITES DU PROGRAMME

La liste ci-après illustre le type des Activités admissibles au financement en vertu de la présente Subvention dans le cadre du Programme.

- équipement des villages agricoles de pompes dans la Région du Fleuve,
- Réhabilitation et Protection
- Assistance à la sécheresse par les Services de Vulgarisation
- Santé animale
- Production Agricole irriguée dans la Région du Fleuve
- Portée du développement de la Santé Rurale
- Assistance au Développement du Projet et Analyse

[AMENDING AGREEMENT]

AMENDMENT NO. 1 TO THE GRANT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SENEGAL AND THE AGENCY FOR INTERNATIONAL DEVELOPMENT FOR THE SAHEL RECOVERY AND REHABILITATION PROGRAM

PROJECTS: 685-130-I-A, 685-120-I-B, 685-140-II-C, 685-130-II-E, 685-530-IV-F, 685-130-II-H, 685-125-I-I

APPROPRIATIONS: 72-1141029, 72-11X1031

ALLOTMENTS: 429-52-685-00-53-53, 431-52-685-00-53-51, 431-52-685-00-53-61

FISCAL YEARS: 1974, 1975, 1976

AGREEMENT, dated August 1975 between the Government of the Republic of Senegal ("Government") and the United States of America acting through the Agency for International Development ("A.I.D.").

NOW THEREFORE, the parties hereto agree as follows:

I. Section 1.1, Article I of the Grant Agreement dated 23 March 1974 shall be amended to read as follows:

"A.I.D., hereby agrees to grant to the Government, subject to the conditions hereinafter set forth, an amount not to exceed two million forty thousand seven hundred Dollars (\$2,040,700) ("Grant") to assist the Government in carrying out the Program referred to in Section 1.2. ("Program") for drought recovery and rehabilitation in Senegal".

II. Paragraph 2 of Annex A (Program Description) to the Grant Agreement dated 23 March 1974 is amended by deleting sub-paragraphs 1 through 4 and substituting:

1. Range management, livestock and water	\$1,330,000
2. Agricultural production	\$480,000
3. Storage and transportation	—
4. Health	230,700

Except as specifically modified and amended hereby, the Grant Agreement dated 23 March 1974 shall remain in full force and effect. All references in said Agreement to the words "Grant Agreement" or "this Agreement" shall be deemed to mean the Grant Agreement as hereby amended.

IN WITNESS WHEREOF, the Government and A.I.D. each acting through its respective duly authorized representative, have caused this Grant Agreement Amendment to be signed in their names and delivered as of the date and year first written above.

GOVERNMENT OF SENEGAL UNITED STATES OF AMERICA

POUR LE MINISTRE D'ETAT
CHARGE DES FINANCES ET
DES AFFAIRES ECONOMIQUES ET PAR DELEGATION

By: MOMAR TALLA CISSE

By: NORMAN SCHOONOVER

Norman Schoonover

Title: *Minister of State for Finance and Economic Affairs*

Title: *Regional Development Officer*

Date: 7 AOUT 1975

Date: AUGUST 5, 1975

**AMENDEMENT N° 1 A L'ACCORD DE SUBVENTION ENTRE
LE GOUVERNEMENT DU SENEGAL ET L'AGENCE POUR
LE DEVELOPPEMENT INTERNATIONAL POUR LE PROJET
DE RELEVEMENT ET DE REMISE EN ETAT DU SAHEL**

PROJETS: 685-130-I-A, 685-120-I-B, 685-140-II-C, 685-
130-II-E, 685-530-IV-F, 685-130-II-H, 685-
125-I-I

AFFECTATIONS: 72-1141029, 72-11X1031

ALLOCATIONS: 429-52-685-00-53-53, 431-52-685-00-53-51,
431-52-685-00-53-61

ANNEES FISCALES: 1974, 1975, 1976

ACCORD en date du Août 1975, entre le Gouvernement du Sénégal ("le Gouvernement") et les Etats-Unis d'Amérique agissant par l'intermédiaire de l'Agence de Développement International ("A.I.D.").

POUR CES MOTIFS, les parties du présent Accord sont convenues de ce qui suit:

I. Section 1.1, Article Premier de l'Accord de Subvention, daté du 23 mars 1974, sera amendé pour lire comme suit:

"L'A.I.D. convient par les présentes d'accorder au Gouvernement, sous réserve des conditions ci-après énoncées, une somme ne devant pas excéder deux millions quarante mille sept cent dollars (\$2,040,700) ("la Subvention") afin d'aider le Gouvernement à exécuter le Programme mentionné dans la Section 1.2 ("le Programme) aux fins de Relèvement et de Remise en Etat à la suite de la sécheresse au Sénégal".

II. Le Paragraphe 2, de l'Annexe A (Description du Programme) de l'Accord de Subvention du 23 mars 1974, sera amendé pour supprimer les sous-paragraphes 1 à 4 et leur substituer:

1. Aménagement des pâturages, élevage et eau	\$1.330.000
2. Production agricole	\$480.000
3. Entreposage et transport	—
4. Santé	\$230.700

A l'exception des modifications et amendements spécifiés ci-dessus, l'Accord de Subvention, en date du 23 mars 1974, restera en plein effet et vigueur. Toutes les références dudit Accord se rapportant aux mots "Accord de Subvention" ou "cet Accord" devront être considérées comme signifiant l'Accord de Subvention tel qu'amendé par la présente.

EN FOL DE QUOI, le Gouvernement et l'A.I.D., chacun agissant par l'intermédiaire de son représentant dûment autorisé, ont fait signer en leur nom et exécuter l'amendement de l'Accord de Subvention à la date figurant en tête des présentes.

GOUVERNEMENT DU SENEGAL

ETATS-UNIS D'AMERIQUE

POUR LE MINISTRE D'ETAT
CHARGE DES FINANCES ET
DES AFFAIRES ECONOMI-
QUES ET PAR DELEGATION

By: MOMAR TALLA CISSE

By: NORMAN SCHOONOVER

Norman Schoonover

Titre: *Minister d'Etat Chargé des Finances et des Affaires Economiques*

Title: *Directeur du Bureau Régional*

Date: 7 AOUT 1975

Date:

SWEDEN

Atomic Energy: Technical Information Exchange and Development of Standards

*Arrangement signed at Stockholm December 6, 1974;
Entered into force December 6, 1974.*

ARRANGEMENT BETWEEN THE ATOMIC ENERGY COMMISSION (U.S.A.E.C.) AND THE SWEDISH NUCLEAR POWER INSPECTORATE (S.N.P.I.) FOR EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN DEVELOPMENT OF STANDARDS

The United States Atomic Energy Commission (U.S.A.E.C.) and the Swedish Nuclear Power Inspectorate (S.N.P.I.), considering the desirability of a continuing exchange of information pertaining to regulatory matters and collaboration in standards of the type required or recommended by these organizations for the regulation of safety and environmental impact of nuclear facilities, conclude the following cooperation agreement.

I. SCOPE OF THE AGREEMENT

A. Technical Information Exchange

The U.S.A.E.C. and S.N.P.I. agree to exchange the following types of technical information related to the regulation of safety and environmental impact of designated nuclear energy facilities.

1. Topical reports concerned with technical safety and environmental effects written by or for the regulatory staff as a basis for, or in support of, regulatory decisions and policies.
2. Significant licensing actions and safety and environmental decisions affecting these facilities.
3. Detailed documents on the U.S.A.E.C. regulatory process of certain U.S. facilities designated by the S.N.P.I. as the prototypes of certain facilities being built in Sweden and reciprocal documents on these overseas counterpart facilities.

4. Reports on operating experience, such as reports on incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.
5. Regulatory procedures for safety and environmental impact evaluation of these nuclear facilities.

B. Collaboration in Development of Regulatory Standards

The U.S.A.E.C. and S.N.P.I. further agree to cooperate in the development of regulatory standards for these nuclear facilities.

1. Each side will inform the other of specific subjects on which regulatory standards development work is underway, or is planned, and approximate schedules for moving work forward on those subjects.
2. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the respective countries will be made available by each party on a timely basis.

II. ADMINISTRATION

- A. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange activity, to recommend revisions, and to discuss topics coming within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the administrators.
- B. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, on specific documents and standards to be exchanged, and on standards work to be coordinated. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.
- C. Once each three months, each of the administrators will send a letter to his counterpart listing the titles of all the documents

that have been transmitted under this exchange program during the preceding three months.

- D. The administrators shall determine the number of copies to be provided of the documents exchanged.
- E. In general, information received by each party to the agreement may be disseminated freely without further permission of the other party..

Privileged information, including information supplied by the sending party in confidence and on condition that the receiving party protect the information from unauthorized disclosure, will be identified by the sending party and stamped conspicuously with the words "Not for Dissemination Without Approval by the U.S.A.E.C." (or "Not for Dissemination Without Approval by S.N.P.I."). The receiving party will refrain from disseminating, without approval of the sending party, such privileged information:

1. on the U.S. side, outside the U.S.A.E.C. and consultants and assisting agencies of the Federal Government;
2. on the Swedish side, outside concerned authorities of S.N.P.I. and their consultants and assisting agencies.

Parties to the agreement will cooperate with each other in developing procedures for requesting such approval, if needed, and by responding, as far as their own regulation makes it possible, to the request from the receiving party for dissemination. If, nevertheless, dissemination without approval from the sending party is requested from the receiving party in pursuance of their own national law, the receiving party undertakes to inform at once the sending party, and, if necessary, to put before competent authority appropriate arguments for non-dissemination.

- F. This agreement shall have a term of five years and may be further extended by mutual written agreement. It may be terminated by either party upon thirty-day notice.
- G. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the party receiving it, and the transmitting party does not warrant the suitability of such information for any particular use or application.
- H. Some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties. Each party will assist the other by organizing visits and directing inquiries about information to

these other agencies. This, of course, does not constitute a commitment of other agencies to furnish such information or to receive such visitors.

DONE at Stockholm, Sweden, on December 6, 1974, in two originals. This Arrangement is effective on the date of signature.

FOR THE ATOMIC ENERGY
COMMISSION

FOR THE SWEDISH NUCLEAR
POWER INSPECTORATE

L. MANNING MUNTZING

ARNE HEDGRAN

L. Manning Muntzing
Director of Regulation

Arne G. Hedgran
Director

JAPAN

Atomic Energy: Technical Information Exchange in Regulatory Matters

*Arrangement signed at Tokyo and Washington May 18
and 30, 1974;
Entered into force May 30, 1974.*

TECHNICAL EXCHANGE ARRANGEMENT
BETWEEN THE UNITED STATES ATOMIC ENERGY COMMISSION,
THE JAPAN ATOMIC ENERGY BUREAU, AND THE AGENCY
OF NATURAL RESOURCES AND ENERGY
IN THE FIELD OF REGULATORY MATTERS

The United States Atomic Energy Commission (AEC), the Japan Atomic Energy Bureau (JAEB) and the Agency of Natural Resources and Energy (ANRE) considering the desirability of a continuing exchange of information pertaining to regulatory matters and collaboration in standards required or recommended by both countries for the regulation of safety and environmental impact of nuclear facilities conclude the following cooperation agreement:

1. Technical Information Exchange - The USAEC, JAEB and ANRE agree to exchange the following types of technical information related to the regulation of safety and environmental impact of designated nuclear energy facilities in their respective countries.
 - a. Topical reports concerned with technical safety and environmental effects written by or for the regulatory staff of each party as a basis for, or in support of, regulatory decisions and policies.
 - b. Significant licensing actions and safety and environmental decisions of the parties affecting these facilities.
 - c. Detailed documents on the USAEC regulatory process of certain U.S. facilities designated by the JAEB and ANRE as the prototypes of

certain facilities being built in Japan, and reciprocal documents on these Japanese counterpart facilities.

d. Reports on operating experience of nuclear facilities located in the territory of each party, such as reports on incidents, accidents and shutdowns, and compilations of origin ("pedigree") and historical reliability data, on components and systems.

e. Statements of the regulatory procedures for safety and environmental impact evaluation of these nuclear facilities.

2. Safety and Environmental Decisions - The USAEC, JAEB, and ANRE agree to inform each other promptly of licensing actions and safety and environmental decisions taken by either party which could affect the construction and/or operation of nuclear facilities in the respective countries.

3. Collaboration in Development of Regulatory Standards - The USAEC, JAEB and ANRE further agree to cooperate in the development of regulatory standards for these nuclear facilities, as follows:

a. Each side will inform the other of specific subjects on which regulatory standards development work is underway, or that is planned, and approximate schedules for moving work forward on those subjects.

- b. As is practicable, agreement will be reached from time to time on the standards for which each side will take the lead in developing, in order to avoid unnecessary duplication of effort. These would normally relate to standards that could serve both countries.
- c. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the respective countries will be made available by each party to the other party on a timely basis.

4. Administration

- a. The exchange of information under this arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange activity, to recommend revisions, and to discuss topics coming within the scope of the exchange. The time, place and agenda for such meetings shall be agreed upon in advance.
- b. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. The scope of the exchange, including agreement on the designation of the

nuclear energy facilities subject to the exchange, on specific documents and standards to be exchanged and on standards work to be coordinated, will be developed by the designated administrators.

These detailed arrangements will be developed to assure, among other things, that a reasonably balanced and equitable exchange of information is achieved and maintained.

- c. Once each three months, each of the administrators will send a letter to his counterpart listing the titles of all the documents that have been transmitted under this exchange program during the preceding three months.
- d. Visits which take place under this arrangement, including their schedules, shall have the prior approval of the administrators.
- e. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document written in Japanese will be accompanied by an abstract in English of about 250 words, describing its scope and content.
- f. In general, information received by each party within the agreement may be disseminated freely without further permission of the other party.

Privileged information, including information supplied by the sending party in confidence and on condition that the receiving party protect the information from unauthorized disclosure, will be identified by the sending party and stamped conspicuously with the words "Not for Dissemination Without Approval by the USAEC, JAEB or ANRE." Unless required by its national law, the receiving party will refrain from disseminating, without approval of the sending party, such information:

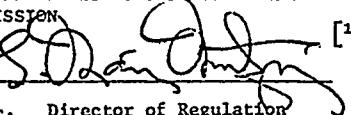
- i. on the U.S. side, outside the USAEC and consultants and assisting agencies of the Federal Government
- ii. on the Japanese side, outside the JAEC, the JAEB, the ANRE and assisting agencies of the Japanese Government and their consultants

Parties within the agreement will cooperate with each other in developing procedures for requesting such approval, and in responding to requests for information concerning reasons for nondissemination as needed to comply with national law.

- g. The application or use of any information exchanged or transferred between the parties under this arrangement shall be the responsibility of the party receiving it, and the transmitting party does not warrant the suitability of such information for any particular use or application.

h. This agreement shall have a term of five years and may be further extended by mutual written agreement. It may be terminated by either party upon thirty-day notice.

FOR THE UNITED STATES ATOMIC ENERGY
COMMISSION

BY:  [1]
TITLE: Director of Regulation
DATE: May 30, 1974

FOR THE JAPAN ATOMIC ENERGY BUREAU

BY:  [2]
TITLE: Deputy Director
DATE: May 18, 1974

FOR THE AGENCY OF NATURAL RESOURCES
AND ENERGY

BY:  [3]
TITLE: Councillor
Director General Secretariat
DATE: May 18, 1974

¹L. Manning Muntzing

²Y. Ihara

³Tsutomu Inouye

SWITZERLAND

**Atomic Energy: Technical Information Exchange
and Development of Standards**

*Arrangement signed at Bern December 9, 1974;
Entered into force December 9, 1974.*

ARRANGEMENT BETWEEN THE ATOMIC ENERGY COMMISSION (U.S.A.E.C.)AND THE SWISS FEDERAL OFFICE OF ENERGY (F.O.E.)FOR THE EXCHANGE OF TECHNICAL INFORMATIONANDCOOPERATION IN THE DEVELOPMENT OF STANDARDS

The United States Atomic Energy Commission (U.S.A.E.C.) and the Swiss Federal Office of Energy (F.O.E.), considering the Agreement for Cooperation between the Government of the United States of America and the Government of Switzerland concerning civil uses of atomic energy, concluded December 30, 1965, and in particular its Article III, [1] and considering the desirability of a continuing exchange of information pertaining to regulatory matters and collaboration in standards of the type required or recommended by the regulatory organizations of both countries for the regulation of safety and environmental impact of nuclear facilities, conclude the following cooperation agreement.

I. SCOPE OF THE AGREEMENT**I-1 Technical Information Exchange**

The U.S.A.E.C. and the F.O.E. agree to exchange technical information on classes of nuclear energy facilities which shall be agreed to by the administrators. The agreed list of types of facilities will constitute an appendix to this Arrangement. Information on regulation of safety and environmental impact of the following types will be included:

¹ TIAS 6059; 7773, 17 UST 1005; 25 UST 19.

- a. Topical reports concerned with technical safety and environmental effects written by or for the regulatory staff as a basis for, or in support of, regulatory decisions and policies.
- b. Significant licensing actions and safety and environmental decisions affecting these facilities.
- c. Detailed documents on the U.S.A.E.C. regulatory process of certain U.S. facilities designated by the F.O.E. as the prototypes of certain facilities being built in Switzerland and reciprocal documents on these overseas counterpart facilities.
- d. Reports on operating experience, such as reports on incidents, accidents and shutdowns, and compilations of origin ("pedigree") and historical reliability data, on components and systems.
- e. Regulatory procedures for safety and environmental impact evaluation of these nuclear facilities.

I-2 Collaboration in Development of Regulatory Standards

The U.S.A.E.C. and the F.O.E. further agree to cooperate in the development of regulatory standards for these nuclear facilities.

- a. Each side will inform the other of specific subjects on which regulatory standards development work is underway,

- or is planned, and approximate schedules for moving work forward on those subjects.
- b. As is practicable, agreement will be reached from time to time on the standards which each side will take the lead in developing, in order to avoid unnecessary duplication of effort. These would normally relate to standards that could serve both countries.
- c. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the respective countries will be made available by each party on a timely basis.

II. ADMINISTRATION

- A.. The exchange of information under this Arrangement will be accomplished by the means provided for by Article III of the Agreement mentioned in the Preamble to this Arrangement, and in particular through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange activity, to recommend revisions, and to discuss topics coming within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have prior approval of the administrators.

- B. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, on specific documents and standards to be exchanged, and on standards work to be coordinated—it being understood that reports and standards development which are outside the aegis of the regulatory programs are not included in this agreement. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.
- C. Once each six months, each of the administrators will send a letter to his counterpart listing the titles of all the documents that have been transmitted under this exchange program during the preceding six months.
- D. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract, in English, describing its scope and content.

E. In general, information received by each party to the Memorandum of Understanding may be disseminated without further permission of the other party. Privileged or confidential information supplied by the sending party in confidence, and on the condition that the receiving party protect the information from unauthorized disclosure, will be identified by the sending party with special stamps or other bold lettering.

Such information shall not be disseminated:

- i. On the U.S. side, outside of the U.S.A.E.C. and consultants, and assisting agencies of the U.S. Government;
- ii. On the Swiss side, outside the concerned authorities of the F.O.E. and consultants and assisting Agencies of the Swiss Government.

For the purpose of this Arrangement, information may be considered confidential or privileged if all of the following criteria are met:

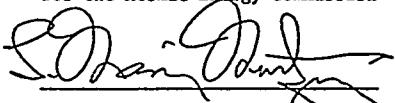
1. It is not generally known or publicly available from other sources.
2. It has not been made available to other persons or organizations without an agreement of confidentiality.
3. It is not already in U.S.A.E.C. or F.O.E. possession from other sources.
4. It has been transmitted to the other party in confidence.

5. It is of the type customarily held in confidence by commercial firms.
 6. Disclosure could cause substantial harm to the competitive position of the owner of the information.
- F. This agreement shall have a term of five years and may be further extended by mutual written agreement. It may be terminated by either party upon thirty-day notice.
- G. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the party receiving it, and the transmitting party does not warrant the suitability of such information for any particular use or application.
- H. Nothing contained in this Arrangement should require either party to take any action which would be inconsistent with the existing laws and regulations of its government. Should any conflict arise between the terms of this Arrangement and those laws and regulations, the parties agree to consult before any action is taken.

Done at Bern, Switzerland, on December 9, 1974, in two originals.

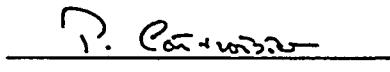
This Arrangement is effective on the date of signature.

For the Atomic Energy Commission



L. Manning Muntzing
Director of Regulation

For the Swiss Federal Office of Energy



P. Courvoisier, Chief
Nuclear Safety Division

SWEDEN

Atomic Energy: Technical Information Exchange and Research and Development on Reactor Safety

*Arrangement signed at Studsvik and Washington November 21
and December 16, 1974;
Entered into force December 16, 1974.*

TECHNICAL EXCHANGE AND COOPERATIVE ARRANGE- MENT BETWEEN THE UNITED STATES ATOMIC ENERGY COMMISSION (USAEC) AND AKTIEBOLAGET ATOMENERGI (AES) OF SWEDEN IN THE FIELD OF RESEARCH AND DEVELOPMENT ON REACTOR SAFETY

The United States Atomic Energy Commission (AEC) and Aktiebolaget Atomenergi of Sweden (AES):

- a. having a mutual interest in cooperation in the field of research and development on reactor safety,
 - b. with the objective of improving and thus ensuring the safety of reactors on an international basis, and
 - c. considering the arrangement in preparation on cooperation in the field of Licensing and Regulation between the Swedish Nuclear Power Inspectorate and the AEC, hereby agree as follows:
1. The AEC will make available to the AES information in the field of reactor safety research and development which it has the right to disclose, either in its possession or available to it, including the LWR safety information from the technical areas described in Appendix "A". Other Appendices may be added, as agreed, to provide for cooperation in safety areas of other reactor types.
 2. The AES will make available to the AEC information in the field of reactor safety research and development which it has the right to disclose, either in its possession or available to it, including the LWR safety information from the technical areas described in Appendix "B". Other Appendices may be added, as agreed, to provide for cooperation in safety areas of other reactor types.

3. The information exchange will be in the form of technical reports, experimental data, correspondence, newsletters, visits, joint experts meetings, and such other means as the parties agree. Periodic and topical reports generated by the parties and falling within the technical scope of this Arrangement will be exchanged. Each party will transmit immediately to the other information concerning research results, indicating significant safety implications.
4. The execution of joint programs and projects, or those programs and projects under which activities are divided between both parties, including the use of test facilities and/or computer programs owned by either party, will be agreed upon on a case-by-case basis. Longterm assignments of personnel can be accommodated on the same basis.
5. In general, information received pursuant to this Arrangement may be disseminated freely in the country of the recipient. However, privileged (private, proprietary, company confidential) information received by either party under this Arrangement and bearing a restrictive designation may not, except as may be required by laws of the respective parties, be publicly disseminated by the receiving party without the prior written consent of the transmitting party, but such information may be disseminated as follows:
 - (a) to persons within or employed by the recipient, and to other concerned government agencies;
 - (b) to prime or subcontractors of the recipient party for use only within the framework of its contract(s) with the respective parties engaged in work relating to the subject matter of the information so disseminated;

provided that privileged information disseminated to any person under subparagraphs (a) or (b) above bear the marking "Not for dissemination outside recipient's organization without prior written approval of the _____ (AEC or AES)."

Each party will use its best efforts to ensure that the dissemination of privileged information received under this Arrangement is controlled as prescribed herein.

6. Information exchanged under this Arrangement shall be subject to the patent provisions in the Patent Addendum to this document.
7. A coordinator or coordinators for each reactor type will be designated by each party, who will develop and control the arrangements and procedures for implementing the cooperation, in particular the effective exchange of information under this Arrangement. Approximately annually, the coordinators will organize joint working sessions at which the achievements, problems, effectiveness, future programs, etc., will be discussed with the objective of improving the cooperation.

8. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the party receiving it, and the transmitting party does not warrant the suitability of such information for any particular use or application.
9. Each party will be prepared to the best of its ability, upon specific request, to advise the other on particular questions relating to reactor safety.
10. It is the intent of both parties to assure that a reasonably balanced exchange is achieved and maintained.
11. It is understood that the ability of the parties to carry out their obligations is subject to the availability of appropriated funds.
12. No provision has been made for reciprocal cost reimbursement between the parties. Both parties shall bear the costs incurred in their area of competence, including travel expenses and subsistence allowances for their staff members and transport costs for apparatuses and other equipment transported under the cooperation program into the territory of the other party in each case.
13. This arrangement shall remain in operation for five (5) years after its effective date, which shall be the latter date of signature, and may be extended by mutual agreement. However, this Arrangement may be terminated at any time, at the discretion of either party, upon six months' advance written notification by the party seeking to terminate to the other party.
14. This Arrangement shall enter into force on the latter date of signature.

DONE at Washington, D.C., and Studsvik, Sweden, in duplicate each equally authentic.

FOR THE UNITED STATES
ATOMIC ENERGY COMMISSION

By: A S FRIEDMAN

A. S. Friedman, Director
Title: *Division of International Programs*

Date: DEC 16 1974

FOR AKTIEBOLAGET ATOM-
ENERGI OF SWEDEN

By: Bo ALER

Bo Aler
Title: *President*

Date: NOVEMBER 21st, 1974

APPENDIX "A"**AEC-AES REACTOR SAFETY RESEARCH EXCHANGE AREAS
IN WHICH THE AEC IS PERFORMING LWR SAFETY
RESEARCH**

1. Primary Coolant System Rupture Studies
2. Heavy Section Steel Technology Program
3. LOFT Program
4. Power Burst Facility—Subassembly Testing Program
5. Separate Effects Testing—Loss of Coolant Accident Studies
6. Loss of Coolant Accident Analyses—Analytical Model Development
7. Design Criteria for Piping, Pumps and Valves
8. Alternate ECCS Studies
9. Core Meltdown Studies
10. Fission Product Release and Transport Studies
11. Probabalistic Studies
12. Zirconium Damage
13. All computer codes applicable to the above at whatever stage of development they may be +/—
14. Data from all experiments applicable to the above +/—

+/- Data and computer codes will be "as is" at the time of the request. AEC or contractor manpower will generally not be available for interpretation of uncompleted work.

APPENDIX "B"**AEC-AES REACTOR SAFETY RESEARCH EXCHANGE AREAS
IN WHICH THE AES IS PERFORMING LWR SAFETY
RESEARCH**

1. Primary Coolant System Integrity
2. Emergency Core Cooling Experiments
3. Blowdown Experiments
4. Fuel behaviour
5. Safety related component behaviour
6. Fission Product Release and Transport
7. All computer codes applicable to the above at whatever stage of development they may be +/
8. Data from all experiments applicable to the above +/

PATENT ADDENDUM

- A. With respect to any invention or discovery made or conceived during the period of, or in the course of or under, this technical exchange and cooperative arrangement on reactor safety research and development between the U.S. Atomic Energy Commission (AEC) and the Aktiebolaget Atomenergi (AES) of Sweden:
- (1) If made or conceived by personnel of one party (the assigning party) or its contractors while assigned to the other party (recipient party) or its contractors:
 - (a) The recipient party shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license to the assigning party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent for use in the production or utilization of special nuclear material or atomic energy; and
 - (b) The assigning party shall acquire all right, title, and interest in and to any such invention, discovery, patent application, or patent in its own country, subject to a non-exclusive, irrevocable, royalty-free license to the recipient party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent, for use in the production or utilization of special nuclear material or atomic energy.

+/ Data and computer codes will be "as is" at the time of the request. AES or contractor man power will generally not be available for interpretation of uncompleted work.

- (2) If made or conceived while in attendance at meetings or when employing information which has been communicated under this exchange arrangement by one party or its contractors to the other party or its contractors, the party making the invention shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in all countries, subject to the grant to the other party of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent, in all countries, for use in the production or utilization of special nuclear material or atomic energy.
- B. Neither party shall discriminate against citizens of the country of the other party with respect to granting any license or sublicense under any invention pursuant to subparagraphs A(1) and A(2) above.
- C. Each party waives any and all claims against the other party for compensation, royalty or award as regards any such inventions or discovery, patent application, or patent, and releases the other party with respect to any and all such claims, including any claims under the provisions of the U.S. Atomic Energy Act of 1954, as amended,^[1] and Swedish "Lag den 18 juni 1949 om rätten till arbetstagares uppfinningar" (Swedish law of June 18th, 1949, regarding the right to employees inventions.)

^[1] 68 Stat. 919; 42 U.S.C. § 2011. [Footnote added by the Department of State.]

SPAIN

Atomic Energy: Technical Information Exchange and Development of Standards

*Arrangement signed at Bethesda October 29, 1974;
Entered into force October 29, 1974.*

ARRANGEMENT BETWEEN THE ATOMIC ENERGY COMMISSION (A.E.C.) AND THE JUNTA DE ENERGIA NUCLEAR (J.E.N.) FOR EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN DEVELOPMENT OF STANDARDS

The United States Atomic Energy Commission (A.E.C.) and the Junta de Energia Nuclear (J.E.N.), considering the desirability of a continuing exchange of information pertaining to regulatory matters and collaboration in standards of the type required or recommended by these organizations for the regulation of safety and environmental impact of nuclear facilities, conclude the following cooperation agreement.

I. SCOPE OF THE AGREEMENT

I-1 Technical Information Exchange

The A.E.C. and the J.E.N. agree to exchange the following types of technical information related to the regulation of safety and environmental impact of designated nuclear energy facilities.

- a. Topical reports concerned with technical safety and environmental effects written by or for the regulatory staff as a basis for, or in support of, regulatory decisions and policies.
- b. Significant licensing actions and safety and environmental decisions affecting these facilities.
- c. Detailed documents on the A.E.C. regulatory process of certain U.S. facilities designated by the J.E.N. as the prototypes of certain facilities being built in Spain and reciprocal documents on these overseas counterpart facilities.

- d. Reports on operating experience, such as reports on incidents, accidents and shutdowns, and compilations of historical reliability data, on components and systems.
- e. Regulatory procedures for safety and environmental impact evaluation of these nuclear facilities.

I-2 Collaboration in Development of Regulatory Standards

The A.E.C. and the J.E.N. further agree to cooperate in the development of regulatory standards for these nuclear facilities.

- a. Each side will inform the other of specific subjects on which regulatory standards development work is underway, or is planned, and approximate schedules for moving work forward on those subjects.
- b. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the respective countries will be made available by each party on a timely basis.

II. ADMINISTRATION

- a. The exchange of information under this arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such times as mutually agreed, to review the exchange activity, to recommend revisions, and to discuss topics coming within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the arrangement including their schedules, shall have the prior approval of the administrators.
- b. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, on specific documents and standards to be exchanged, and on standards work to be coordinated.
These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.
- c. Once each three months each of the administrators will send a letter to his counterpart listing the titles of all the documents that have been transmitted under this exchange program during the preceding three months.

- d. The administrators shall determine the number of copies to be provided of the documents exchanged.
- e. In general, information received by each party to the agreement may be disseminated freely without further permission of the other party.

Privileged information, including information supplied by the sending party in confidence and on condition that the receiving party protect the information from unauthorized disclosure, will be identified by the sending party and stamped conspicuously with the words "Not for Dissemination Without Approval by the U.S.A.E.C." (or "Not for Dissemination Without Approval by the J.E.N."). The receiving party will refrain from disseminating, without approval of the sending party, such privileged information:

- i. on the U.S. side, outside the A.E.C. and consultants and assisting agencies of the Federal Government;
- ii. on the Spanish side, outside the concerned authorities of the J.E.N. and their consultants and assisting agencies.

Parties to the agreement will cooperate with each other in developing procedures for requesting such approval, if needed, and by responding, as far as their own regulation makes it possible, to the request from the receiving party for dissemination. If nevertheless dissemination, without approval from the sending party, is requested from the receiving party in pursuance of their own national law, the receiving party undertakes to inform at once the sending party, and, if necessary, to put before competent authority appropriate arguments for nondissemination.

- f. This agreement shall have a term of five years and may be further extended by mutual written agreement. It may be terminated by either party upon thirty-day notice.
- g. The application or use of any information exchanged or transferred between the parties under this arrangement shall be the responsibility of the party receiving it, and the transmitting party does not warrant the suitability of such information for any particular use or application.
- h. Some information of the type covered in this arrangement is not available within the agencies which are parties to this arrangement, but is available from other agencies of the governments of the parties. Each party will assist the other by organizing visits and directing inquiries about information to these other agencies. This, of course, does not constitute a commitment of other agencies to furnish such information or to receive such visitors.

DONE at Bethesda, Maryland, on October 29, 1974, in two originals.
This arrangement is effective on the date of signature.

FOR THE ATOMIC ENERGY FOR THE JUNTA DE ENERGIA
COMMISSION NUCLEAR

L. MANNING MUNTZING

L. Manning Muntzing
Director of Regulation

F PASCUAL

Francisco Pascual Martinez
General Director

FRANCE

Atomic Energy: Technical Information Exchange and Development of Standards

*Arrangement signed at Paris June 28, 1974;
Entered into force June 28, 1974.*

ARRANGEMENT BETWEEN THE ATOMIC ENERGY COMMISSION (U.S.A.E.C.) AND THE MINISTÈRE DE L'INDUSTRIE ET DE LA RECHERCHE (M.I.R.) FOR EXCHANGE OF TECHNICAL INFORMATION IN REGULATORY MATTERS AND COOPERATION IN DEVELOPMENT OF SAFETY STANDARDS

The United States Atomic Energy Commission (U.S.A.E.C.) and the Ministère de l'Industrie et de la Recherche (M.I.R.), considering the desirability of a continuing exchange of information pertaining to regulatory matters and collaboration in standards of the type required or recommended by A.E.C. Regulation for the regulation of safety and environmental impact of nuclear facilities conclude the following cooperation agreement:

I—SCOPE OF THE AGREEMENT

I-1. Technical Information Exchange

The U.S.A.E.C. and the M.I.R. agree to exchange the following types of technical information related to the regulation of safety and environmental impact of designated nuclear energy facilities:

- a. Topical reports concerned with technical safety and environmental effects written by or for the regulatory staff as a basis for, or in support of, regulatory decisions and policies.
- b. Significant licensing actions and safety and environmental decisions affecting these facilities.
- c. Detailed documents on the U.S.A.E.C. regulatory process of certain U.S. facilities designated by the M.I.R. as the prototypes of certain facilities being built in France and reciprocal documents on these French counterpart facilities.
- d. Reports on operating experience, such as reports on incidents, accidents and shutdowns, and compilations of origin ("ped-

- igree") and historical reliability data, on components and systems.
- e. Regulatory procedures for safety and environmental impact evaluation of these nuclear facilities.

I-2. Collaboration in Development of Regulatory Standards

The U.S.A.E.C. and the M.I.R. further agree to cooperate in the development of regulatory standards for these nuclear facilities.

- a. Each side will inform the other of specific subjects on which regulatory standards development work is underway, or is planned, and approximate schedules for moving work forward on those subjects.
- b. As is practicable, agreement will be reached from time to time on the standards for which each side will take the lead in developing, in order to avoid unnecessary duplication of effort. These would normally relate to standards that could serve both countries.
- c. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the respective countries will be made available by each party on a timely basis,

II—ADMINISTRATION

- a. The exchange of information under this arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange activity, to recommend revisions, and to discuss topics coming within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the arrangement including their schedules, shall have the prior approval of the administrators.
- b. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, on specific documents and standards to be exchanged, and on standards work to be coordinated—it being understood that reports and standards development which are outside the aegis of the U.S.A.E.C. Regulatory program are not included in this agreement.

- These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.
- c. Once each three months, each of the administrators will send a letter to his counterpart listing the titles of all the documents that have been transmitted under this exchange program during the preceding three months.
 - d. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract, less than 250 words, describing its scope and content.
 - e. In general, information received by each party to the agreement may be disseminated freely without further permission of the other party

Privileged information, including information supplied by the sending party in confidence and on condition that the receiving party protect the information from unauthorized disclosure, will be identified by the sending party and stamped conspicuously with the words "Not for Dissemination Without Approval by the U.S.A.E.C. (or the M.I.R.)" The receiving party will refrain from disseminating, without approval of the sending party, such privileged information.

- i. on the U.S. side, outside the U.S.A.E.C. and consultants and assisting agencies of the Federal Government;
- ii. on the French side, outside the French concerned authorities of the M.I.R. and their consultants and assisting agencies among them in particular the C.E.A. (Department of Nuclear Safety).

Parties to the agreement will cooperate with each other in developing procedures for requesting such approval, if needed, and by responding, as far as their own regulation makes it possible, to the request from the receiving party for dissemination. If nevertheless dissemination, without approval from the sending party, is requested from the receiving party in pursuance of its own national law, the receiving party undertakes to inform at once the sending party and if necessary to put before competent authority appropriate arguments for nondissemination.

- f. This agreement shall have a term of five years and may be further extended by mutual written agreement. It may be terminated by either party upon thirty-day notice.
- g. The application or use of any information exchanged or transferred between the parties under this arrangement shall be the responsibility of the party receiving it, and the transmitting party does not warrant the suitability of such information for any particular use or application.

DONE at Paris on June 28th 1974 in two originals, one in the French language, and one in the English language, both texts being equally authentic.

This arrangement is effective on the date of signature.

POUR LE MINISTRE DE
L'INDUSTRIE
ET DE LA RECHERCHE ET PAR
DÉLEGATION,
FOR THE ATOMIC ENERGY
COMMISSION,
WILLIAM O. DOUB
William O. Doub
Commissioner
J SERVANT
J Servant
*le Chef du Service Central de Sûreté
des Installations Nucléaires*

ACCORD ENTRE LA COMMISSION POUR L'ENERGIE ATOMIQUE (U.S.A.E.C.) ET LE MINISTERE DE L'INDUSTRIE ET DE LA RECHERCHE (M.I.R.) POUR L'ECHANGE D'INFORMATIONS TECHNIQUES EN MATIERE DE REGLEMENTATION ET LA COOPERATION DANS L'ELABORATION DES REGLES DE SURETE

La Commission pour l'Energie Atomique des Etats-Unis (U.S.A.E.C.) et le Ministère de l'Industrie et de la Recherche (M.I.R.), considérant l'intérêt de procéder à un échange continu d'informations concernant les questions de réglementation et de collaborer dans le domaine des règles du type de celles qui sont imposées ou recommandées par la Division "Regulation" de l'A.E.C. pour la réglementation de la sûreté et les effets sur l'environnement des installations nucléaires, concluent l'accord de coopération suivant:

I—ETENDUE DE L'ACCORD

I-1. Echange d'informations techniques

L'U.S.A.E.C. et le M.I.R. sont d'accord pour échanger les types suivants d'informations techniques liées à la réglementation de la sûreté et aux effets sur l'environnement d'installations pour l'énergie nucléaire désignées:

- a. Rapports particuliers concernant la sûreté technique et les effets sur l'environnement écrits par ou pour le personnel de la Division "Regulation", afin de servir de base aux décisions réglementaires et à la politique de réglementation, ou pour les appuyer.
- b. Procédures significatives d'autorisation et décisions sur la sûreté et l'environnement ayant une influence sur ces installations.

- c. Documents détaillés sur les procédures de réglementation de l'U.S.A.E.C. pour certaines installations américaines désignées par le M.I.R. comme les prototypes de certaines installations en construction en France et documents réciproques sur ces installations en France.
- d. Rapports sur l'expérience de fonctionnement, tels que rapports sur des incidents, des accidents et des arrêts, et compilations sur l'origine ("pedigree") et les données de fiabilité au cours du temps pour les composants et les systèmes.
- e. Procédures de réglementation pour l'évaluation de la sûreté et de l'effet sur l'environnement de ces installations nucléaires.

I-2. Collaboration pour l'Elaboration de Dispositions Réglementaires

L'U.S.A.E.C. et M.I.R. sont de plus d'accord pour coopérer à la mise au point de réglementations pour ces installations nucléaires.

- a. Chaque partie informera l'autre des sujets spécifiques sur lesquels des travaux de mise au point de réglementation sont en cours, ou sont projetés, et du calendrier approximatif d'avancement des travaux sur ces sujets.
- b. Dans la mesure du possible, un accord interviendra de temps en temps sur les règles dont la mise au point sera dirigée par chaque partie, de façon à éviter une duplication inutile des efforts. Ceci correspondrait normalement à des règles susceptibles d'être utiles aux deux pays.
- c. Copies des réglementations dont l'application est requise, ou proposée, par les organismes de réglementation des pays respectifs seront fournies en temps opportun par chaque partie.

II—MODALITÉS D'APPLICATION

- a. L'échange d'informations prévu dans le cadre de cet accord s'effectuera au moyen de lettres, rapports et autres documents, et par des visites et des réunions organisées à l'avance cas par cas. Une réunion se tiendra une fois par an, ou à tout autre moment sur la base d'un accord mutuel, pour passer en revue les activités d'échanges, pour recommander des révisions et pour discuter des points tombant dans le domaine d'application des échanges. La date, le lieu et l'ordre du jour de ces réunions seront convenus à l'avance. Les visites qui auront lieu dans le cadre de l'accord et leur ordre du jour seront soumis à l'accord préalable des administrateurs ci-dessous désignés.
- b. Un administrateur sera désigné par chaque partie pour coordonner la participation de celle-ci dans l'ensemble des échanges. Les administrateurs seront les destinataires de tous les documents transmis dans le cadre des échanges, y compris des copies de toutes les lettres, à moins qu'il n'en soit convenu autrement. Dans le cadre des échanges, les administrateurs seront res-

ponsables du développement du domaine des échanges, y compris de l'accord sur la désignation des installations pour l'énergie nucléaire soumises aux échanges, sur les documents et règles spécifiques à échanger, et sur les travaux sur les règles à coordonner, étant entendu que les rapports et la mise au point de règles ou normes qui ne sont pas sous l'égide du programme de réglementation de l'U.S.A.E.C. ne sont pas compris dans cet accord.

Ces arrangements détaillés sont destinés à assurer, entre autres choses, l'obtention et le maintien d'échanges raisonnablement équilibrés donnant accès à des informations disponibles équivalentes.

- c. Une fois tous les trois mois, chacun des administrateurs enverra une lettre à son homologue donnant la liste de tous les documents qui ont été transmis dans le cadre de ce programme d'échanges au cours des trois mois précédents.
- d. Les administrateurs détermineront le nombre de copies des documents échangés à fournir. Chaque document sera accompagné d'un résumé, de moins de 250 mots, en décrivant le but et le contenu.
- e. En règle générale, les informations reçues par chaque partie à l'accord pourront être diffusées librement, sans nouvelle autorisation de l'autre partie.

Les informations privilégiées, comprenant des informations fournies par la partie expéditrice de façon confidentielle et à la condition que la partie destinataire protège l'information contre une divulgation non autorisée, seront identifiées par la partie expéditrice et comporteront de façon évidente un timbre avec la mention. "A ne pas divulguer sans autorisation du M.I.R. (ou de l'U.S.A.E.C.)" La partie destinataire s'abstiendra de divulguer sans autorisation de la partie expéditrice des informations de ce genre:

- i. du côté Etats-Unis, en dehors de l'U.S.A.E.C. et des conseils et organismes du Gouvernement Fédéral sur lesquels elle s'appuie,
- ii. du côté français, en dehors de autorités concernées du M.I.R. et leurs conseils et organismes sur lesquels elles s'appuient, parmi lesquels en particulier le Département de Sûreté Nucléaire du C.E.A.

Les parties à cet accord mettront au point en commun des procédures pour demander une telle autorisation, si nécessaire, et pour répondre, dans la mesure où les règlements de leur propre pays le permettent, à la demande de divulgation provenant de la partie destinataire.

Si néanmoins la partie destinataire est saisie, en application de sa législation nationale, d'une demande de divulgation sans avoir obtenu l'autorisation de la partie expéditrice, la partie

destinataire s'engage à en aviser immédiatement la partie expéditrice et si nécessaire à faire valoir devant les autorités compétentes les arguments appropriés qui s'opposent à la dissémination.

- f. Cet accord est conclu pour cinq ans et peut être prolongé d'un commun accord par écrit. Il peut être résilié par l'une ou l'autre partie avec un préavis de trente jours.
- g. L'application ou l'emploi de toute information échangée ou transférée entre les parties dans le cadre de cet accord sera de la responsabilité de la partie qui la reçoit et la partie qui transmet ne garantit pas qu'une telle information convienne à tout emploi particulier ou à toute application particulière.

FAIT à Paris le 28 juin 1974 en deux exemplaires originaux, l'un en langue française, l'autre en langue anglaise, les deux textes faisant foi.

Cet accord entre en vigueur à la date de sa signature.

POUR LE MINISTRE DE
L'INDUSTRIE
POUR L'ATOMIC ENERGY ET DE LA RECHERCHE ET
COMMISSION, PAR DÉLÉGATION,

WILLIAM O. DOUB

William O. Doub
Commissioner

J SERVANT

J Servant
*le Chef du Service Central de
Sûreté
des Installations Nucléaires*

ITALY

Atomic Energy: Technical Information Exchange, Safety Research and Development of Standards

*Arrangement signed at Bethesda May 29, 1975;
Entered into force May 29, 1975.*

ARRANGEMENT BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION (U.S.N.R.C.) AND THE COMI- TATO NAZIONALE PER L'ENERGIA NUCLEARE (C.N.E.N.) FOR THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN SAFETY RESEARCH AND DEVELOP- MENT OF STANDARDS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Comitato Nazionale per l'Energia Nucleare (hereinafter called the C.N.E.N.), considering the desirability of a continuing exchange of information pertaining to regulatory matters, and cooperation in safety research and in development of standards of the type required or recommended by these organizations for the regulation of safety and environmental impact of nuclear facilities, conclude the following arrangement for cooperation.

I. SCOPE OF THE AGREEMENT

I-1 Technical Information Exchange

The U.S.N.R.C. and the C.N.E.N. agree to exchange the following types of technical information related to the regulation of safety and environmental impact of nuclear facilities, and to safety research of designated types of nuclear facilities.

- a. Topical reports concerned with technical safety and environmental effects written by or for the regulatory staff as a basis for, or in support of, regulatory decisions and policies.
- b. Significant licensing actions and safety and environmental decisions affecting these facilities.
- c. Detailed documents on the U.S.N.R.C. regulatory process of certain U.S. facilities designated by the C.N.E.N. as the prototypes of certain facilities being

- built in Italy, and reciprocal documents on these overseas counterpart facilities..
- d. Information in the field of reactor safety research which the parties have the right to disclose, either in the possession of one of the parties or available to it, including light water safety information from the technical areas described in Appendix "A" and "B". Each party will transmit immediately to the other information concerning research results, indicating significant safety implications.
 - e. Reports on operating experience, such as reports on incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.
 - f. Regulatory procedures for safety and environmental impact evaluation of these nuclear facilities.
 - g. Each party will make special efforts to give early advice to the other of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the other.
 - h. Each party will be prepared to the best of its ability, upon specific request, to advise the other on particular questions relating to reactor safety.

I-2 Cooperation in Safety Research

The execution of joint programs and projects of safety research or those programs and projects under which activities are divided between the two parties including the use of test facilities and/or computer programs owned by either party, will be agreed upon on a case-by-case basis.

I-3 Collaboration in Development of Regulatory Standards

The U.S.N.R.C. and the C.N.E.N. further agree to co-operate in the development of regulatory standards for nuclear activities.

- a. Each party will inform the other of specific subjects on which regulatory standards development work is underway, or is planned, and approximate schedules for moving work forward on those subjects.
- b. Each party will make available to the other, on a timely basis, copies of standards ready for application or proposed use.

I-4 Personnel Exchanges

Possible temporary assignments of personnel by one party to the other will be taken into consideration on a case-by-case basis.

II. ADMINISTRATION

- a. The exchange of information under this arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange and cooperation under this arrangement, to recommend revisions, and to discuss topics within the scope of the cooperation. The time, place, and agenda for such meetings shall be agreed upon in advance. These visits will take place after organization and authorization by the two administrators appointed by the parties.
- b. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the cooperation, including agreement on the designation of the nuclear energy facilities subject to the exchange, on specific documents and standards to be exchanged, and on standards work to be coordinated.

These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.

- c. Once each twelve months, each administrator will correspond with his counterpart listing the titles of all documents that have been transmitted under this exchange program during the preceding twelve months.
- d. The administrators shall determine the number of copies to be provided of the documents exchanged.
- e. In general, information received by each party to the agreement may be disseminated freely without further permission of the other party.

Privileged information, including information supplied by the sending party in confidence and on condition that the receiving party protect the information from unauthorized disclosure, will be identified by the sending party and stamped conspicuously with the phrase, "Not for Dissemination Without Approval by the U.S.N.R.C." (or "Not for Dissemination Without Approval by the C.N.E.N."). Except as may be required by laws of the respective parties, the receiving party will refrain from disseminating, without approval of the sending party, such privileged information:

- i. on the U.S. side, outside the U.S.N.R.C., its contractors and consultants, and assisting agencies of the Federal Government;
 - ii. on the Italian side, outside the concerned authorities of the C.N.E.N., their contractors and consultants, and assisting agencies of the Italian Government.
- Parties to the agreement will cooperate in developing procedures for requesting such approval, if needed, and by responding, as far as their own regulation makes it possible, to requests from the receiving party for dissemination.
- f. Information exchanged under this arrangement shall be subject to the patent provisions in the Patent Addendum of this document.
 - g. This agreement shall have a term of five years, extended further by mutual written communication or terminated by either party upon thirty-day notice.
 - h. The application or use of any information exchanged or transferred between the parties under this arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.
 - i. Recognizing that some information of the type covered in this arrangement is not available within the agencies which are parties to this arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

DONE in Bethesda, Maryland on this 29th day of May, 1975, in two original copies, one in the English language and the other in the Italian language, the two texts being equally authentic.

Signed: Ezio CLEMENTEL

RICHARD T. KENNEDY

On behalf of the
Comitato Nazionale per
L'Energia Nucleare

On behalf of the
Nuclear Regulatory
Commission

PATENT ADDENDUM

- A. With respect to any invention or discovery made or conceived during the period of, or in the course of or under, this technical exchange and cooperative arrangement on reactor safety research

- between the U.S. Nuclear Regulatory Commission (NRC) and the Comitato Nazionale per L'Energia Nuclear (CNEN) of the Government of Italy, if made or conceived while in attendance at meetings or when employing information which has been communicated under this exchange arrangement by one party or its contractors to the other party or its contractors, the party making the invention shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in all countries, subject to the grant to the other party of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent, in all countries, for use in the production or utilization of special nuclear material or atomic energy.
- B. Each party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

APPENDIX "A"

NRC-CNEN Reactor Safety Research Exchange Areas in Which the NRC is Performing LWR Safety Research

1. Primary Coolant System Rupture Studies
2. Heavy Section Steel Technology Program
3. LOFT Program
4. Power Burst Facility—Subassembly Testing Program
5. Separate Effects Testing—Loss of Coolant Accident Studies
6. Loss of Coolant Accident Analyses—Analytical Model Development
7. Design Criteria for Piping, Pumps, and Valves
8. Alternate ECCS Studies
9. Core Meltdown Studies
10. Fission Product Release and Transport Studies
11. Probabilistic Studies
12. Zirconium Damage
13. All computer codes applicable to the above at whatever stage of development they may be*
14. Data from all experiments applicable to the above*

*Data and computer codes will be "as is" at the time of the request. NRC or contractor manpower will generally not be available for interpretation of uncompleted work.

APPENDIX "B"**NRC-CNEN Reactor Safety Research Exchange
Areas in Which the CNEN is Performing LWR Safety Research**

1. Studies and experiments on loss-of-coolant accidents (blow-downs and emergency cooling systems).
2. Fuel behavior under normal and abnormal conditions.
3. Mechanical behavior of components under normal and abnormal operating conditions.
4. All computer codes applicable to the above subjects at whatever stage of development they may be.*
5. Data from all experiments applicable to the above.*

**Note*

The Data and the computer codes will be "as is" at the time of the request. CNEN or contractor manpower will generally not be available for interpretation of uncompleted work.

ACCORDO TRA LA UNITED STATES NUCLEAR REGULATORY COMMISSION (U.S.N.R.C.) E IL COMITATO NAZIONALE PER L'ENERGIA NUCLEARE (C.N.E.N.) PER UNO SCAMBIO DI INFORMAZIONI TECNICHE ED UNA COLLABORAZIONE PER RICERCHE NEL SETTORE DELLA SICUREZZA E PER LO SVILUPPO DI NORME

La United States Nuclear Regulatory Commission (qui di seguito denominata la U.S.N.R.C.) e il Comitato Nazionale per l'Energia Nucleare (que di seguito denominato il C.N.E.N.), considerando l'opportunità di un continuo scambio di informazioni nel campo dei regolamenti, e di una collaborazione riguardante la ricerca nel settore della sicurezza, nonchè lo sviluppo di norme del tipo richiesto o raccomandato dalle summenzionate Organizzazioni per la regolamentazione della sicurezza e delle implicazioni ambientali degli impianti nucleari, hanno convenuto le seguenti modalità di collaborazione.

I. CAMPO DI APPLICAZIONE DELL'ACCORDO**I-1 Scambio di informazioni tecniche**

La U.S.N.R.C. e il C.N.E.N. concordano di scambiare i seguenti tipi di informazioni tecniche riguardanti la regolamentazione della sicurezza e delle implicazioni ambientali degli impianti nucleari, nonchè la ricerca nel settore della sicurezza per determinati tipi di impianti nucleari.

a. Rapporti specifici riguardanti la sicurezza e gli effetti ambientali, elaborati da o per gli organismi preposti all'attività di regolamentazione, come base per, o in appoggio a determinate decisioni o direttive.

- b. Azioni significative per la concessione di licenze, nonchè decisioni riguardanti la sicurezza e le implicazioni ambientali per tali impianti.
- c. Documentazione dettagliata sulle procedure di regolamentazione dell'U.S.N.R.C. relative a certi impianti USA indicati dal C.N.E.N. come prototipi di impianti in costruzione in Italia, e documenti reciproci relativi a tali tipi di impianti.
- d. Informazioni nel campo della ricerca sulla sicurezza dei reattori di cui le Parti siano in possesso o ne abbiano disponibilità, e che comunque possano divulgare, ivi comprese le informazioni sulla sicurezza dei reattori ad acqua leggera come meglio descritte e specificate nelle Appendici "A" e "B". Ciascuna delle Parti trasmetterà immediatamente all'altra le informazioni riguardanti i risultati delle ricerche, indicando le implicazioni significative ai fini della sicurezza.
- e. Rapporti su esperienze di funzionamento, come ad esempio rapporti su incidenti, eventi accidentali e fermate temporanee degli impianti, nonchè elaborazione di dati storici sull'affidabilità di componenti e sistemi.
- f. Procedure di regolamentazione per la valutazione della sicurezza e delle implicazioni ambientali di tali impianti nucleari.
- g. Ciascuna delle Parti farà ogni sforzo per informare tempestivamente l'altra Parte di avvenimenti importanti che possano essere di suo immediato interesse, come incidenti gravi di funzionamento ed arresto dei reattori imposto dalle Autorità Governative.
- h. Ciascuna delle Parti sarà pronta a fornire il meglio delle sue capacità qualora l'altra richieda consigli e suggerimenti su speciali questioni concernenti la sicurezza dei reattori.

I-2 Collaborazione per la ricerca nel settore della sicurezza

L'attuazione di programmi e progetti comuni nel campo delle ricerche di sicurezza o di quei programmi e progetti in base ai quali le attività vengono ripartite fra le due Parti, ivi compreso l'uso di impianti di prova e/o di programmi di calcolo appartenenti ad una delle Parti, sarà concordata caso per caso.

I-3 Collaborazione per lo sviluppo di norme

L'U.S.N.R.C. ed il C.N.E.N. concordano inoltre di collaborare per lo sviluppo di norme relative alla regolamentazione delle attività nucleari.

- a. Ciascuna delle Parti terrà informata l'altra sullo stato dei lavori riguardanti lo sviluppo delle norme relative ad

argomenti specifici, siano esse in corso di elaborazione o programmate, nonchè sui tempi approssimativi necessari per completare i lavori.

b. Ciascuna delle Parti metterà opportunamente a disposizione dell'altra Parte copie delle norme pronte per l'impiego o proposte da parte delle organizzazioni dei rispettivi Paesi operanti nel campo dei regolamenti.

I-4 Transferimenti temporanei di personale

Eventuali transferimenti temporanei di personale da una Parte all'altra saranno presi in considerazione caso per caso.

II. AMMINISTRAZIONE

- a. Lo scambio di informazioni nell'ambito di questo accordo avverrà mediante scambio di lettere, rapporti ed altri documenti, nonchè con visite e riunioni predisposte caso per caso. Una riunione si terrà una o più volte l'anno, come da stabilirsi, onde riesaminare l'oggetto degli scambi e della collaborazione e per raccomandare quindi eventuali modifiche e discutere specifici argomenti. La data, il luogo e l'agenda di tali riunioni saranno concordati in anticipo. L'effettuazione e l'organizzazione delle visite saranno autorizzate dai due Amministratori responsabili nominati dalle Parti.
- b. Un Amministratore sarà nominato da ciascuna Parte per il coordinamento di tutte le azioni previste nell'ambito dell'accordo. Gli Amministratori riceveranno tutti i documenti trasmessi, ivi comprese le copie di tutte le lettere, a meno che non sia stato deciso diversamente. Essi avranno il compito di sviluppare lo scopo della collaborazione, accordandosi in particolare sulla designazione degli impianti soggetti agli scambi, sulle norme e sui documenti specifici da scambiare e sul coordinamento del lavoro riguardante le norme.

Questi dettagli sono intesi ad assicurare, tra l'altro, che venga attuato e mantenuto uno scambio regiamente equilibrato, che dia l'accesso a tutte le informazioni disponibili equivalenti.

- c. Una volta l'anno i rispettivi Amministratori avranno uno scambio di lettere in cui saranno elencati i titoli di tutti i documenti per i dodici mesi precedenti.
- d. Gli Amministratori stabiliranno il numero di copie dei documenti che dovranno essere fornite.
- e. In linea di massima, le informazioni ricevute dalle Parti potranno essere diffuse liberamente, senza ulteriore autorizzazione dell'altra Parte. Tuttavia potranno essere trasmesse da una Parte informazioni riservate, e a condizioni che la Parte ricevente non le divulghi senza esplicita autorizzazione. La Parte trasmittente curerà che tali informazioni

siano contrassegnate e marcate in modo ben visibile con la frase "Da non diffondere senza l'Autorizzazione dell'n U. N.R.C." (oppure "da non diffondere senza l'Autorizzazione del C.N.E.N."). Salvo quanto predisposto dalle leggi vigenti nei Paesi delle due Parti, la Parte ricevente si asterrà dal diffondere, senza previa approvazione da parte della Parte transmittente, tali informazioni riservate:

- i. da parte degli USA, all'infuori dell'U.S.N.R.C., dei suoi appaltatori e consulenti, nonchè degli organi consulenti del Governo Federale;
- ii. da parte italiana, all'infuori delle autorità interessate del C.N.E.N., dei suoi appaltatori e consulenti, nonchè degli organi consulenti del Governo italiano.

Le Parti collaboreranno per sviluppare le procedure necessarie per richiedere l'autorizzazione per la libera diffusione delle informazioni e per rispondere, per quanto reso possibile dai propri regolamenti, alle richieste di divulgazione della Parte ricevente.

- f. Le informazioni scambiate nell'ambito del presente accordo saranno soggette alle clausole sui brevetti, descritte nell'"Addendum sui brevetti" di questo documento.
- g. L'accordo avrà una durata di 5 anni, ma potrà essere ulteriormente prolungato mediante reciproche comunicazioni scritte, oppure risolto da ciascuna delle Parti mediante preavviso di 30 giorni.
- h. Ciascuna delle Parti sarà responsabile dell'applicazione o dello impiego di qualsiasi informazione scambiata o trasmessa. La Parte trasmittente non garantisce l'idoneità di tali informazioni per alcun uso o applicazione specifica.
- i. Tenendo presente che alcune informazioni non sono disponibili presso le organizzazioni che prendono parte al presente accordo, ma possono essere acquisite presso altre organizzazioni dei rispettivi Paesi di appartenenza, ciascuna delle Parti aiuterà l'altra, per quanto possibile, organizzando visite e inoltrando richieste a riguardo. Quanto sopra non costituirà un impegno da parte delle altre organizzazioni a fornire tali informazioni o a ricevere tali visitatori.

REDATTO a Bethesda, Maryland, il 29 Maggio 1975, in due copie originali in lingua inglese ed in lingua italiana, entrambi i testi aventi uguale forza ed autenticità.

Firmato: EZIO CLEMENTEL

Da parte del Comitato Nazionale
per l'Energia Nucleare

RICHARD T. KENNEDY

Da parte della United States
Nuclear Regulatory Commission

ADDENDUM SUI BREVETTI

- A. Per ciò che riguarda qualsiasi invenzione o scoperta fatta o concepita durante il periodo, o nel corso o nell'ambito, di questo scambio tecnico a accordo di collaborazione nel campo della ricerca per la sicurezza dei reattori stipulato tra la U.S. Nuclear Regulatory Commission (NRC) ed il Comitato Nazionale per l'Energia Nucleare (C.N.E.N.) del Governo Italiano, purchè fatta o concepita durante la partecipazione a riunioni o usando informazioni che siano state comunicate nell'ambito di questo accordo di scambi da una delle Parti, o dai suoi contraenti, all'altra Parte, o ai suoi contraenti, la Parte che ha fatto l'invenzione acquisirà, in tutti i Paesi, tutti i diritti, titoli e interessi relativi a tale invenzione, scoperta, domanda di brevetto o brevetto, fatta salva la concessione all'altra Parte di una licenza irrevocabile, non-exclusiva, esente da 'royalties', con il diritto di concedere in tutti i Paesi sublicenze relative a tale invenzione, scoperta, domanda di brevetto o brevetto, ai fini dell'impiego per la produzione e l'utilizzazione di materiale nucleare speciale o di energia atomica.
- B. Giascuna delle Parti si assumerà la responsabilità di pagare premi o compensi che dovessero essere corrisposti ai cittadini del proprio Paese, in conformità alle leggi locali.

APPENDICE "A"**Scambio d'Informazioni tra l'NRC ed il CNEN Sulle Richerche
di Sicurezza per i Reattori****Settori in cui l'NRC Effettua Ricerche di Sicurezza per i Reattori
ad Acqua Leggera**

1. Studi sulle rotture del sistema di refrigerazione primario
2. Programma sulla tecnologia degli acciai di grossa sezione
3. Programma LOFT
4. Impianto per escursioni di potenza—Prove sui sottoinsiemi
5. Prove di effetti separati—Studi sugli incidenti di perdita del refrigerante
6. Analisi dell'incidente di perdita di refrigerante—Sviluppo del modello analitico
7. Criteri di progettazione per tubazioni, pompe e valvole
8. Studi alternativi sui sistemi di refrigerazione di emergenza del nocciolo (ECCS)
9. Studi sulla fusione del nocciolo
10. Studi sul rilascio e trasporto dei prodotti di fissione
11. Studi probabilistici
12. Danneggiamento dello zirconio

13. Tutti i codici di calcolo applicabili agli argomenti di cui sopra a qualsiasi stadio di sviluppo essi si trovino*
14. Dati relativi a tutti gli esperimenti di cui sopra*

APPENDICE "B"

**Scambio di Informazioni tra l'NRC ed il CNEN Sulle Ricerche di Sicurezza per i Reattori
Settori in cui il CNEN Effettua Ricerche di Sicurezza per i Reattori ad Acqua Leggera**

1. Studi teorici ed esperimenti sugli incidenti di perdita del refrigerante (svuotamento e sistemi di refrigerazione di emergenza).
2. Comportamento del combustibile in condizioni normali ed anormali.
3. Comportamento meccanico dei componenti in condizioni normali ed anormali di funzionamento.
4. Codici di calcolo applicabili agli argomenti di cui sopra a qualsiasi stadio di sviluppo essi si trovino.*
5. Dati relativi a tutti gli esperimenti di cui sopra.*

*I dati e i codici di calcolo saranno forniti così come sono al momento della richiesta. In generale la N.R.C. e le altre organizzazioni cui è affidato per contratto tale lavoro, non saranno disponibili per l'interpretazione di lavori non terminati.

*I dati ed i codici di calcolo saranno forniti così come sono al momento della richiesta. In generale il CNEN e gli altri enti o istituti cui è affidato per contratto tale lavoro, non saranno disponibili per l'interpretazione di lavori non terminati.

TIAS 8348

FEDERAL REPUBLIC OF GERMANY

**Atomic Energy: Technical Information Exchange and
Research and Development on Reactor Safety**

*Arrangement signed at Washington March 6, 1974;
Entered into force March 6, 1974.*

TECHNICAL EXCHANGE
AND
COOPERATIVE ARRANGEMENT
BETWEEN
THE UNITED STATES ATOMIC ENERGY COMMISSION (USAEC)
AND
THE FEDERAL MINISTRY FOR RESEARCH AND TECHNOLOGY
OF THE FEDERAL REPUBLIC OF GERMANY (FRGMRD)
IN THE FIELD OF RESEARCH AND DEVELOPMENT
ON REACTOR SAFETY

The United States Atomic Energy Commission (AEC) and the Federal Ministry for Research and Technology of the Federal Republic of Germany (FRGMRT):

(a) having a mutual interest in cooperation in the field of research and development on reactor safety,

(b) with the objective of improving and thus ensuring the safety of reactors on an international basis, and

(c) considering the arrangement in preparation on cooperation in the field of Licensing & Regulation between the Federal Ministry of the Interior of the Federal Republic of Germany and the USAEC,

hereby agree as follows:

1. The AEC will make available to the FRGMRT information in the field of reactor safety research and development which it has the right to disclose, either in its possession or available to it, including the LWR safety information from the technical areas described in Appendix "A". Other Appendices may be added, as agreed, to provide for cooperation in safety areas of other reactor types.

2. The FRGMRT will make available to the AEC information in the field of reactor safety research and development which it has the right to disclose, either in its possession or available to it, including the LWR safety information from the technical areas described in Appendix "B". Other Appendices may be added, as agreed, to provide for cooperation in safety areas of other reactor types.

3. The information exchange will be in the form of technical reports, experimental data, correspondence, newsletters, visits, joint experts meetings, and such other means as the parties agree. Periodic and topical reports generated by the parties and falling within the technical scope of this Arrangement will be exchanged. Each party will transmit immediately to the other information concerning research results, indicating significant safety implications.

4. The execution of joint programs and projects, or those programs and projects under which activities are divided between both parties, including the use of test facilities and/or computer programs owned by either party, will be agreed upon on a case-by-case basis. Long-term assignments of personnel can be accommodated on the same basis.

5. In general, information received pursuant to this Arrangement may be disseminated freely in the country of the recipient. However, privileged

(private, proprietary, company confidential)
information received by either party under this
Arrangement and bearing a restrictive designation
may not, except as may be required by laws of the
respective parties, be publicly disseminated by
the receiving party without the prior written con-
sent of the transmitting party, but such informa-
tion may be disseminated as follows:

(a) to persons within or employed by
the recipient, and to other concerned govern-
ment agencies;

(b) to prime or sub-contractors of the
recipient party for use only within the
framework of its contract(s) with the respec-
tive parties engaged in work relating to the
subject matter of the information so dissemi-
nated;

provided that privileged information disseminated to
any person under subparagraphs (a) or (b) above bear
the marking "Not for dissemination outside recipient's
organization without prior written approval of the

(AEC or FRGMRT)"

Each party will use its best efforts to ensure
that the dissemination of privileged information
received under this Arrangement is controlled as
prescribed herein.

6. Information exchanged under this Arrangement shall be subject to the patent provisions in the Patent Addendum to this document.

7. A coordinator for each reactor type will be designated by each party, who will develop and control the arrangements and procedures for implementing the cooperation, in particular the effective exchange of information under this Arrangement. Approximately annually, the coordinators will organize joint working sessions at which the achievements, problems, effectiveness, future programs, etc., will be discussed with the objective of improving the cooperation.

8. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the party receiving it, and the transmitting party does not warrant the suitability of such information for any particular use or application.

9. Each party will be prepared to the best of its ability, upon specific request, to advise the other on particular questions relating to reactor safety.

10. It is the intent of both parties to assure that a reasonably balanced exchange is achieved and maintained.

11. It is understood that the ability of the parties to carry out their obligations is subject to the availability of appropriated funds.

12. No provision has been made for reciprocal cost reimbursement between the parties. Both parties shall bear the costs incurred in their area of competence, including travel expenses and subsistence allowances for their staff members and transport costs for apparatuses and other equipment transported under the cooperation program into the territory of the other party in each case.

13. This Arrangement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany has not made a contrary declaration to the Government of the United States within three months from the date of entry into force of the Arrangement.

14. This Arrangement shall remain in operation for five (5) years after its effective date and may be extended by mutual agreement. However, this Arrangement may be terminated at any time, at the discretion of either party, upon six months' advance written notification by the party seeking to terminate, to the other party.

15. This Arrangement shall enter into force on the date of signature.

Done at Washington, D.C., in duplicate in the English and German languages, each equally authentic, this sixth day of March, 1974.

FOR THE UNITED STATES
ATOMIC ENERGY COMMISSION

FOR THE FEDERAL MINISTRY FOR
RESEARCH AND TECHNOLOGY OF THE
FEDERAL REPUBLIC OF GERMANY

[1]

BY: Dixy Lee Ray [1]

BY: Horst Ehmke [2]

TITLE: Chairman USAEC

TITLE: Federal Minister

¹ Dixy Lee Ray
Chairman USAEC

² Horst Ehmke
Federal Minister
[Footnotes added by the Department of State.]

PATENT ADDENDUM

- A. With respect to any invention or discovery made or conceived during the period of, or in the course of or under, this technical exchange and cooperative arrangement on reactor safety research and development between the U.S. Atomic Energy Commission (AEC) and the Federal Ministry for Research and Technology (FRGMRT) of the Federal Republic of Germany:
- (1) If made or conceived by personnel of one party (the assigning party) or its contractors while assigned to the other party (recipient party) or its contractors.
- (a) The recipient party shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license to the assigning party, with the right to grant sub-licenses, under any such invention, discovery, patent application or patent, for use in the production or utilization of special nuclear material or atomic energy; and
- (b) The assigning party shall acquire all right, title, and interest in and to any such invention, discovery, patent application, or patent in its own country, subject to a non-exclusive, irrevocable, royalty-free license to the recipient party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent, for use in the production or utilization of special nuclear material or atomic energy.
- (2) If made or conceived while in attendance at meetings or when employing information which has been communicated under this exchange arrangement by one party or its contractors to the other party or its contractors, the party making the invention shall acquire all

right, title, and interest in and to any such invention, discovery, patent application or patent in all countries, subject to the grant to the other party of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent, in all countries, for use in the production or utilization of special nuclear material or atomic energy.

- B. Neither party shall discriminate against citizens of the country of the other party with respect to granting any license or sublicense under any invention pursuant to subparagraphs A(1) and A(2) above.
- C. Each party waives any and all claims against the other party for compensation, royalty or award as regards any such inventions or discovery, patent application, or patent, and releases the other party with respect to any and all such claims, including any claims under the provisions of the U.S. Atomic Energy Act of 1954, as amended,^[1] and the German Labor Law (Arbeitnehmererfinder-gesetz) of July 25, 1957 (BGBl 1957, Part I, page 756, as amended), and the FRGMRT assumes the obligation under the said German Law insofar as the AEC and its contractors are concerned.

¹ 68 Stat. 919; 42 U.S.C. § 2011. [Footnote added by the Department of State.]

APPENDIX "A"AEC-FRGMRT Reactor Safety Research ExchangeAreas in Which the AEC is Performing LWR Safety Research

1. Primary Coolant System Rupture Studies
2. Heavy Section Steel Technology Program
3. LOFT Program
4. Power Burst Facility - Subassembly Testing Program
5. Separate Effects Testing - Loss of Coolant Accident Studies
6. Loss of Coolant Accident Analyses - Analytical Model Development
7. Design Criteria for Piping, Pumps, and Valves
8. Alternate ECCS Studies
9. Core Meltdown Studies
10. Fission Product Release and Transport Studies
11. Probabalistic Studies
12. Zirconium Damage
13. All computer codes applicable to the above at whatever stage of development they may be*
14. Data from all experiments applicable to the above*

*Data and computer codes will be "as is" at the time of the request. AEC or contractor manpower will generally not be available for interpretation of uncompleted work.

APPENDIX "B"

AEC-FRGMRT Reactor Safety Research ExchangeAreas in Which the FRGMRT is Performing LWR Safety Research

1. Primary Coolant System (vessel, pipe, etc.) Rupture Studies
2. Blowdown Heat Transfer (from high pressure) Studies
3. Reflood Heat Transfer (low pressure) Studies
4. Containment Study
5. Core Meltdown Studies
6. All computer codes applicable to the above at whatever stage of development they may be*
7. Data from all experiments applicable to the above*

*Data and computer codes will be "as is" at the time of the request. FRGMRT or contractor manpower will generally not be available for interpretation of uncompleted work.

VEREINBARUNG

ZWISCHEN

DEM BUNDESMINISTER FÜR FORSCHUNG UND TECHNOLOGIE

DER BUNDESREPUBLIK DEUTSCHLAND

UND

DER ATOMENERGIEKOMMISSION DER VEREINIGTEN STAATEN VON AMERIKA

ÜBER TECHNISCHEN AUSTAUSCH UND ZUSAMMENARBEIT AUF

DEM GEBIET DER REAKTORSICHERHEITSFORSCHUNG

UND -ENTWICKLUNG

Der Bundesminister für Forschung und Technologie

der Bundesrepublik Deutschland (BMFT)

und

die Atomenergiekommission der

Vereinigten Staaten von Amerika (AEC)

im Hinblick auf ihr gemeinsames Interesse an einer Zusammenarbeit auf dem Gebiet der Reaktorsicherheitsforschung und -entwicklung,

mit dem Ziel, die Sicherheit von Reaktoren auf internationaler Grundlage zu erhöhen und dadurch zu gewährleisten,

in der Erwägung, daß eine Vereinbarung zwischen dem Bundesminister des Innern der Bundesrepublik Deutschland und der Atomenergiekommission der Vereinigten Staaten von Amerika über Zusammenarbeit auf dem Gebiet des Genehmigungsverfahrens vorbereitet wird –

vereinbaren hiermit folgendes:

Artikel 1

Die AEC macht dem BMFT Informationen auf dem Gebiet der Reaktorsicherheitsforschung und -entwicklung zugänglich, zu deren Weitergabe sie berechtigt ist, und die sich entweder in ihrem Besitz befinden oder ihr zur Verfügung stehen; hierzu gehören auch Informationen über die Sicherheit von Leichtwasserreaktoren (LWR) aus den im Anhang A bezeichneten technischen Bereichen. Andere Anhänge können hinzugefügt werden, wenn dies vereinbart wird, um die Zusammenarbeit in Sicherheitsbereichen anderer Reaktortypen nach Vereinbarung vorzusehen.

Artikel 2

Der BMFT macht der AEC Informationen auf dem Gebiet der Reaktorsicherheitsforschung und -entwicklung zugänglich, zu deren Weitergabe er berechtigt ist, und die sich entweder in seinem Besitz befinden oder ihm zur Verfügung stehen; hierzu gehören auch Informationen über die Sicherheit von Leichtwasserreaktoren (LWR) aus den im Anhang B bezeichneten technischen Bereichen. Andere Anhänge können hinzugefügt werden, wenn dies vereinbart wird, um die Zusammenarbeit in Sicherheitsbereichen anderer Reaktortypen nach Vereinbarung vorzusehen.

Artikel 3

Der Informationsaustausch erfolgt in der Form von technischen Berichten, Versuchsdaten, Schriftwechsel, Informationsblättern, Besuchen, Tagungen von Sachverständigen oder durch andere von den Vertragsparteien vereinbarte Verfahren. Ausgetauscht werden in den technischen Bereich dieser Vereinbarung fallende periodische und aktuelle Berichte der Vertragsparteien. Jede Vertragspartei übermittelt der anderen Vertragspartei unverzüglich sonstige Informationen über Forschungsergebnisse unter Angabe bedeutsamer Sicherheitsaspekte.

Artikel 4

Die Durchführung von gemeinsamen Programmen und Vorhaben oder von Programmen und Vorhaben, bei denen sich die beiden Vertragsparteien die Arbeit teilen, einschließlich der Benutzung von Testanlagen und/ oder Computer-Programmen einer der beiden Vertragsparteien, wird von Fall zu Fall vereinbart. Auf der gleichen Grundlage kann auch der langfristige Einsatz von Personal geregelt werden.

Artikel 5

Im allgemeinen können aufgrund dieser Vereinbarung empfängene Informationen im Empfängerland frei verbreitet werden. Bevorrechtigte (private, vermögensrechtliche, betriebliche) Informationen, die von einer Vertragspartei aufgrund dieser Vereinbarung empfangen werden und mit einem ihre Weitergabe einschränkenden Vermerk gekennzeichnet sind, dürfen jedoch von der empfangenden Vertragspartei nicht ohne vorherige schriftliche Genehmigung der übermittelnden Vertragspartei öffentlich verbreitet werden, es sei denn, daß dies aufgrund der Gesetze der betreffenden Vertragspartei erforderlich ist; derartige Informationen können aber wie folgt weitergegeben werden:

- a) an Personen im Zuständigkeitsbereich des Empfängers oder an dessen Bedienstete und an andere beteiligte Regierungsstellen,
- b) an Haupt- oder Unterauftragnehmer der empfangenden Vertragspartei, jedoch nur zur Verwendung im Rahmen ihres Vertrags oder ihrer Verträge mit den betreffenden Parteien, die Arbeiten im Zusammenhang mit dem Gegenstand der auf diese Weise weitergegebenen Informationen durchführen,

mit der Maßgabe, daß die an Personen nach den Buchstaben a und b weitergegebenen bevorrechtigten Informationen mit dem Vermerk "Nicht zur Verbreitung außerhalb der Organisation des Empfängers ohne vorherige schriftliche Genehmigung der (BMFT oder AEC)" gekennzeichnet werden.

Jede Vertragspartei wird alle Anstrengungen unternehmen, um sicherzustellen, daß die Weitergabe von bevorrechtigten, aufgrund dieser Vereinbarung erhaltenen Informationen den in dieser Vereinbarung vorgesehenen Beschränkungen unterliegt.

Artikel 6

Die aufgrund dieser Vereinbarung ausgetauschten Informationen unterliegen den Regelungen betreffend Patente, die in den Zusatzbestimmungen zu dieser Vereinbarung niedergelegt sind.

Artikel 7

Jede Vertragspartei benennt für jeden Reaktortyp einen Koordinator, der die Abmachungen und Verfahren zur Durchführung der Zusammenarbeit, insbesondere den wirksamen Informationsaustausch nach dieser Vereinbarung, ausarbeitet und überwacht. Etwa einmal jährlich veranstalten die Koordinatoren gemeinsame Arbeitstagungen, auf denen Ergebnisse, Probleme, Wirksamkeit, künftige Programme usw. mit dem Ziel erörtert werden, die Zusammenarbeit zu verbessern.

Artikel 8

Die Anwendung oder Verwendung einer von den Vertragsparteien aufgrund dieser Vereinbarung ausgetauschten oder übermittelten Information obliegt der empfangenden Vertragspartei, die übermittelnde Vertragspartei übernimmt keine Gewähr dafür, daß diese Information für eine bestimmte Verwendung oder Anwendung geeignet ist.

Artikel 9

Jede Vertragspartei ist bereit, die andere Vertragspartei auf ausdrückliches Ersuchen nach besten Kräften in besonderen Fragen der Reaktorsicherheit zu beraten.

Artikel 10

Beide Vertragsparteien haben die Absicht sicherzustellen, daß ein angemessen ausgewogener Austausch zustande gebracht und aufrechterhalten wird.

Artikel 11

Es wird davon ausgegangen, daß die Fähigkeit der Vertragsparteien, ihre Verpflichtungen zu erfüllen, von der Verfügbarkeit dafür bestimmter Mittel abhängt.

Artikel 12

Eine gegenseitige Kostenerstattung ist zwischen den Vertragsparteien nicht vorgesehen. Beide Vertragsparteien tragen die in ihrem Zuständigkeitsbereich entstehenden Kosten, einschließlich der Reisekosten und Unterhaltszulagen für ihr Personal und der Transportkosten für Geräte und sonstige Ausrüstungen, die nach dem Kooperationsprogramm jeweils in das Hoheitsgebiet der anderen Vertragspartei befördert werden.

Artikel 13

Diese Vereinbarung gilt auch für das Land Berlin, sofern nicht die Regierung der Bundesrepublik Deutschland gegenüber der Regierung der Vereinigten Staaten von Amerika innerhalb von drei Monaten nach Inkrafttreten der Vereinbarung eine gegenseitige Erklärung abgibt.

Artikel 14

Diese Vereinbarung bleibt fünf (5) Jahre in Kraft, vom Zeitpunkt ihres Inkrafttretens an gerechnet; sie kann im gegenseitigen Einvernehmen verlängert werden. Jede Vertragspartei kann diese Vereinbarung jedoch jederzeit außer Kraft setzen, indem sie der anderen Vertragspartei ihre Absicht sechs Monate im voraus schriftlich notifiziert.

Artikel 15

Diese Vereinbarung tritt am Tage ihrer Unterzeichnung in Kraft.

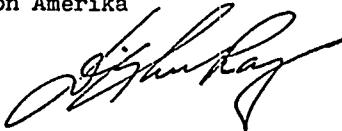
Geschehen zu Washington, D.C., am sechsten März 1974
in zwei Urschriften, jede in deutscher und englischer
Sprache, wobei jeder Wortlaut gleichermaßen verbindlich
ist.

Für

Der Bundesminister
für Forschung und Technologie
der Bundesrepublik Deutschland

die Atomenergiekommission
der Vereinigten Staaten
von Amerika

W. Hause



Patent Addendum

- A. Für jede Erfindung oder Entdeckung, die während der Dauer, im Verlauf oder aufgrund dieser Vereinbarung zwischen dem Bundesminister für Forschung und Technologie der Bundesrepublik Deutschland (BMFT) und der Atomenergiekommission der Vereinigten Staaten von Amerika (AEC) über Technischen Austausch und Zusammenarbeit auf dem Gebiet der Reaktorsicherheitsforschung und -entwicklung gemacht oder konzipiert wird, gilt folgendes:
1. Sofern sie vom Personal einer Vertragspartei (der abordnenden Vertragspartei) oder ihren Auftragnehmern während der Abordnung zur anderen Vertragspartei (empfangende Vertragspartei) oder ihren Auftragnehmern gemacht oder konzipiert wurde,
 - a) erwirbt die empfangende Vertragspartei sämtliche Rechte, Ansprüche und Anteile in bezug auf diese Erfindung, Entdeckung, Patentanmeldung oder dieses Patent in ihrem Land und in Drittländern, vorbehaltlich der Einräumung einer nichtausschließlichen, unwiderruflichen, gebührenfreien Lizenz an die abordnende Vertragspartei, mit der Berechtigung, Unterlizenzen an dieser Erfindung, Entdeckung, Patentanmeldung oder diesem Patent zur Nutzung bei der Herstellung oder Verwertung von besonderem Kernmaterial oder von Atomenergie zu erteilen; und
 - b) erwirbt die abordnende Vertragspartei sämtliche Rechte, Ansprüche und Anteile in bezug auf diese Erfindung, Entdeckung, Patentanmeldung oder dieses Patent in ihrem Land, vorbehaltlich der Einräumung einer nichtausschließlichen, unwiderruflichen, gebührenfreien Lizenz an die empfangende Vertragspartei, mit der Berechtigung, Unterlizenzen an dieser Erfindung, Entdeckung, Patentanmeldung oder diesem Patent zur Nutzung bei der Herstellung oder Verwertung von besonderem Kernmaterial oder von Atomenergie zu erteilen.

2. Sofern sie während der Teilnahme an Tagungen oder bei der Verwendung von Informationen, die aufgrund dieser Austausch-Vereinbarung von einer Vertragspartei oder ihren Auftragnehmern der anderen Vertragspartei oder ihren Auftragnehmern mitgeteilt worden sind, gemacht oder konzipiert wurde, erwirbt die Vertragspartei, die die Erfindung gemacht hat, sämtliche Rechte, Ansprüche und Anteile in bezug auf diese Erfindung, Entdeckung, Patentanmeldung oder dieses Patent in allen Ländern, vorbehaltlich der Einräumung einer gebührenfreien, nichtausschließlichen, unwiderruflichen Lizenz an die andere Vertragspartei, mit der Berechtigung, Unterlizenzen an dieser Erfindung, Entdeckung, Patentanmeldung oder diesem Patent in allen Ländern zur Nutzung bei der Herstellung oder Verwertung von besonderem Kernmaterial oder von Atomenergie zu erteilen.
- B. Die Vertragsparteien werden Staatsangehörige des Staates der anderen Vertragspartei bei der Erteilung von Lizenzen oder Unterlizenzen an Erfindungen nach Abschnitt A Absätze 1 und 2 nicht diskriminieren.
- C. Jede Vertragspartei verzichtet auf alle Ansprüche auf Ausgleich, Gebühren oder Entschädigung gegen die andere Vertragspartei in bezug auf diese Erfindungen, Entdeckungen, Patentanmeldungen oder Patente und stellt die andere Vertragspartei von allen derartigen Ansprüchen frei; hierzu gehören auch Ansprüche nach den Bestimmungen des Atomenergiegesetzes (Atomic Energy Act) der Vereinigten Staaten von 1954, in der geänderten Fassung, und des deutschen Arbeitnehmererfindergesetzes vom 25. Juli 1957 (BGBI. 1957 Teil I Seite 756), in der geänderten Fassung; der BMFT übernimmt die Verpflichtung nach dem genannten deutschen Gesetz gegenüber der AEC und ihren Auftragnehmern.

- -

Anhang A

Austausch zwischen dem BMFT und der AEC auf dem Gebiet der Reaktorsicherheitsforschung

Bereiche, in denen die AEC LWR-Sicherheitsforschung betreibt:

1. Versuche zum Bruch des Primärkühlmittelsystems
2. Schwerkomponentenstahl-Programm
3. Kühlmittelverlust-Programm
4. Anlage für Untersuchungen zu Leistungsexkursionen –
– Brennelement-Testprogramm
5. Untersuchungen spezieller Vorgänge bei Kühlmittelverlust-Störfällen
6. Analysen von Kühlmittelverlust-Störfällen; Entwicklung von analytischen Rechenmodellen
7. Kriterien für das Auslegen von Rohrleitungen, Pumpen und Ventilen
8. Studien abgewandelter Notkühlsysteme
9. Untersuchungen des Kernschmelzens
10. Untersuchungen des Freisetzens und des Transports von Spaltprodukten
11. Wahrscheinlichkeitsstudien
12. Schädigung der Zirkonium-Hüllrohre
13. Sämtliche Computer-Codes, soweit sie auf die oben genannten Bereiche anwendbar sind, nach jeweiligem Entwicklungsstand ⁺)
14. Experimentelle Daten zu sämtlichen oben genannten Untersuchungen

⁺) Daten und Computer-Codes werden "so wie sie sind", d.h. im Zeitpunkt der Anforderung geboten. AEC- oder Auftragnehmerpersonal wird im allgemeinen für die Interpretation nicht abgeschlossener Arbeiten nicht verfügbar sein.

Anhang B

Austausch zwischen dem BMFT und der AEC auf dem Gebiet
der Reaktorsicherheitsforschung

Bereiche, in denen der BMFT LWR-Sicherheitsforschung
betreibt:

1. Untersuchungen zum Bruch des Primärkühlsystems
(Druckbehälter, Kühlmittelleitung etc.)
2. Untersuchungen zum Wärmeübergang beim Kühlmittelver-
lust (Hochdruckphase)
3. Untersuchungen zum Wärmeübergang beim Kühlmittelver-
lust während des Wiederauffüllvorgangs (Niederdruck-
phase)
4. Containment-Untersuchungen
5. Untersuchungen des Kernschmelzens
6. Sämtliche Computer-Codes, soweit sie auf die oben
genannten Bereiche anwendbar sind, nach jeweiligem
Entwicklungsstand *)
7. Experimentelle Daten zu sämtlichen oben genannten
Untersuchungen *)

*) Daten und Computer-Codes werden "so wie sie sind", d.h.
im Zeitpunkt der Anforderung geboten. BMFT- oder Auf-
tragnehmerpersonal wird im allgemeinen für die Interpre-
tation nicht abgeschlossener Arbeiten nicht verfügbar
sein.

FEDERAL REPUBLIC OF GERMANY

**Atomic Energy: Research Participation and Technical
Information Exchange in Loss of Fluid Test (LOFT)**

*Agreement signed at Washington June 20, 1975;
Entered into force June 20, 1975.
With administrative understandings.*

AGREEMENT ON RESEARCH PARTICIPATION AND TECHNICAL EXCHANGE BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC) AND THE FEDERAL MINISTRY FOR RESEARCH AND TECHNOLOGY OF THE FEDERAL REPUBLIC OF GERMANY (FRGMRT) IN THE USNRC LOFT RESEARCH PROGRAM COVERING A FOUR YEAR PERIOD

Whereas, the United States Nuclear Regulatory Commission (USNRC) and the Federal Ministry for Research and Technology of the Federal Republic of Germany (FRGMRT):

- (a) have a mutual interest in cooperation in the field of reactor safety research, and
- (b) have as a mutual objective improving and thus ensuring the safety of reactors on an international basis, and
- (c) have as a mutual objective the achievement of full reciprocity in the exchange of technical information in the field of reactor safety research, and
- (d) have entered into a Technical Exchange and Cooperation Arrangement in the Field of Research and Development On Reactor Safety, dated the sixth day of March 1974^[1], and
- (e) their respective countries are member nations of the International Energy Agency which encourages cooperative programs on reactor safety research, and
- (f) the USNRC and the FRGMRT have expressed their intention to participate cooperatively in the USNRC Loss of Fluid Test (LOFT) research program at the Idaho National Engineering Laboratory owned by the United States Government and

^[1] TIAS 8347, ante, p. 2738.

operated under contractual arrangement by the Aerojet Nuclear Company

Now, THEREFORE, the USNRC and the FRGMRT do hereby mutually agree as follows:

ARTICLE I—PROGRAM COOPERATION

1. The USNRC and the FRGMRT will join together, in accordance with the provisions of this agreement, for cooperative research in the USNRC Loss of Fluid Test (LOFT) program as described in the LOFT PROGRAM DESCRIPTION (LPD-1, October, 1974) for a period of four years beginning on the date when FRGMRT assignee commences participation in the LOFT program.

ARTICLE II—SCOPE OF AGREEMENT

A. Scope of Responsibility—USNRC

1. The USNRC agrees to provide the necessary personnel, materials, equipment, and services in order that the LOFT research program may be carried out as described in the LOFT PROGRAM DESCRIPTION (LPD-1, October, 1974); as amended, subject to the availability of funds.
2. The USNRC agrees to permit the FRGMRT to assign up to three mutually agreed upon technical experts to the LOFT program for participation in the conduct and analysis of program experiments.
3. In addition, the USNRC agrees to permit the FRGMRT to assign one technical expert as a consultant to the LOFT program review group which will periodically review the status of the present program and future program planning.
4. The USNRC agrees to grant the FRGMRT and its assignees access, to the maximum extent authorized by the law of the United States, to all experimental data and results of analyses generated by the LOFT program during the period of this agreement.
5. The USNRC agrees to provide the FRGMRT access to operational computer codes developed to analyze experimental data generated by the LOFT program, to the maximum extent permitted by the law of the United States except for proprietary codes and data unless authorized by the owner.

B. Scope of Responsibility—FRGMRT

1. In furtherance of the mutual interest of the parties to this agreement and in accordance with the terms and conditions of the offset agreement between the Government of the United States and the Government of the Federal

Republic of Germany, the FRGMRT agrees to pay into a specified blocked U.S. Treasury account the amount of 10 million DM. These funds shall be dispersed for reactor safety research activities, procurement and programs on terms and conditions to be agreed upon.

2. The FRGMRT agrees to provide the USNRC access to all results obtained from FRGMRT's analyses of information and experimentation developed under and during the period of this agreement. The USNRC also has access to operational computer codes and input data used in the analysis except for proprietary codes and data.
3. The FRGMRT agrees to bear the total costs of transportation, living expenses and any other costs arising from its participation under this agreement, and the transport and related costs for apparatus and other equipment furnished by the FRGMRT. Transport and related costs for equipment purchased using offset funds shall be covered by the offset funds.

ARTICLE III—PATENTS

- A. With respect to any invention or discovery made or conceived during the period of, and in the course of and under, this agreement for FRGMRT participation in the USNRC LOFT research program, the USNRC on behalf of the United States Government, as recipient party, and the FRGMRT, as assigning party, hereby agree that:
 1. If made or conceived by personnel of one party (the assigning party) or its contractors while assigned to the other party (recipient party) or its contractors:
 - (a) The recipient party shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license to the assigning party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent for use in the production or utilization of special nuclear material or atomic energy; and
 - (b) The assigning party shall acquire all right, title, and interest in and to any such invention, discovery, patent application, or patent in its own country, subject to a non-exclusive, irrevocable, royalty-free license to the recipient party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent, for use in the production or utilization of special nuclear material or atomic energy

2. If made or conceived other than by personnel in paragraph 1 above and while in attendance at meetings or when employing information which has been communicated under this exchange arrangement by one party or its contractors to the other party or its contractors, the party making the invention shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in all countries, subject to the grant to the other party of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent, in all countries, for use in the production or utilization of special nuclear material or atomic energy
- B. Neither party shall discriminate against citizens of the country of the other party with respect to granting any license or sublicense under any invention pursuant to subparagraphs A(1) and A(2) above.
- C. Each party waives any and all claims against the other party for compensation, royalty or award as regards any such inventions or discovery, patent application, or patent, and releases the other party with respect to any and all such claims, including any claims under the provisions of the U.S. Atomic Energy Act of 1954, as amended,^[1] and the German Labor Law (Arbeitnehmererfindergesetz) of July 25, 1957 (BGBL 1957, Part I, page 756, as amended), and the FRGMRT assumes the obligation under the said German Law insofar as the NRC and its contractors are concerned.

ARTICLE IV—PROGRAM CHANGE OR TERMINATION

- A. If the USNRC LOFT technical program is substantially increased by mutual agreement the USNRC and FRGMRT agree to consider equitable adjustments in the FRGMRT contribution.
- B. If the LOFT research program is substantially reduced or eliminated, equitable work determined by the USNRC and FRGMRT to be of equivalent programmatic interest will be substituted as may be mutually agreed.
- C. Upon a decision by either USNRC or FRGMRT to withdraw from this agreement, the withdrawing party shall notify the other party of the intent to withdraw at least six months prior to the date of the withdrawal.
- D. The FRGMRT is given the option to participate in a continuation of the LOFT program beyond the four year period of this agreement under mutually acceptable terms and conditions.

¹ 68 Stat. 919; 42 U.S.C. § 2011.

**ARTICLE V—EXCHANGE OF SCIENTIFIC INFORMATION AND USE
OF RESULTS OF PROGRAM**

- A. The USNRC and the FRGMRT agree that until approval is granted by the transmitting party for publication, the information, once transmitted, will be freely available to government authorities and organizations cooperating with the USNRC and the FRGMRT for their own use but not for publication. When required by administrative procedure in its own country, the USNRC and the FRGMRT may on its own responsibility disseminate or otherwise make use of information received.
- B. The USNRC and the FRGMRT agree that the application or use of any information exchanged or transferred among them shall be the responsibility of the party receiving the information, and the transmitting party does not warrant the suitability of the information for any particular use or application.

ARTICLE VI—DISPUTES

- A. Any dispute between the USNRC and the FRGMRT concerning the application or interpretation of this agreement that is not settled through consultation shall be submitted to the jurisdiction of the United States federal courts. This agreement shall be construed in accordance with the internal federal law applicable in the appropriate United States Courts, to agreements to which the Government of the United States is a party

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

By: LEE GOSSICK

Title: *Executive Director for Operations*

Date: 6-20-75

FOR THE FEDERAL MINISTRY FOR RESEARCH AND TECHNOLOGY OF THE FEDERAL REPUBLIC OF GERMANY

By: WOLF I. SCHMIDT-KUESTER

Title: *Ministerial dirigent*^[1]

Date: 20 JUNI 1975

ADMINISTRATIVE UNDERSTANDINGS BETWEEN THE USNRC AND THE FRGMRT

An agreement between the FRGMRT and the USNRC on FRGMRT participation in the LOFT program within the framework of the US-FRG bilateral arrangement has been negotiated. This

^[1] In translation reads: "Executive Director".

agreement would also be within the framework of an IEA multilateral cooperative agreement for the LOFT program when negotiated.

The coordinators for the bilateral technical information exchange arrangement have arrived at the following Administrative Understandings of the details of FRGMRT participation in the LOFT program.

1. Under special circumstances FRGMRT may desire to send one or more technical experts for a short period of time to review or investigate a specific technical problem related to the analysis or experiments of the LOFT program. Short term visits by FRGMRT technical experts may be arranged by mutual agreement on a case by case basis. The NRC will provide the technical experts making such visits data and documents (excluding proprietary information) concerning the technical problem to the best of its ability within the constraints of available manpower and minimum interference with the program.
2. The Agreement states the categories, data, documents, computer codes, etc. that are to be made available to the FRGMRT. Other information which may be withheld includes that which deals with organizational, budgetary, personnel or management related matters.
3. FRGMRT will endeavor to select as technical experts for assignment to the program individuals who can contribute positively to the program. FRGMRT technical experts assigned to the program for extended periods will be considered visiting scientists (non-salaried) within the project and will be expected to participate in the conduct of the analysis and experiments of the program as directed.
4. FRGMRT technical experts will be assigned to mutually acceptable positions within the LOFT program organizational structure.

The USNRC recognizes the FRGMRT desire to have one of its technical experts assigned to a position in the LOFT program organization where he may be able to have an overview of the technical program. The USNRC will endeavor to the best of its ability to fulfill FRGMRT's desire in this regard.

5. The USNRC will have access to all reports written by FRGMRT technical experts assigned to the LOFT program, which derive from their participation in the program.
6. Administrative details concerning questions such as security, indemnity and liability related to FRGMRT assignees will be negotiated and will appear in personnel assignment agreements between USNRC contractors and FRGMRT contractors.

FOR THE UNITED STATES
NUCLEAR REGULATORY
COMMISSION

By HERBERT KOUTS

Title: *Director, Office of Nuclear
Regulatory Research*

Date: JUNE 20, 1975

FOR THE FEDERAL MINISTRY
FOR RESEARCH AND TECH-
NOLOGY OF THE FEDERAL
REPUBLIC OF GERMANY

By HEINZ SEIPEL

Title: *Head of Nuclear Safety
Research and Technology*

Date: JUNE 20, 1975

UNION OF SOVIET SOCIALIST REPUBLICS

Fisheries: Certain Fisheries Problems on the High Seas in the Western Areas of the Middle Atlantic Ocean

*Agreement signed at Washington March 1, 1976;
Entered into force, except for articles II, VI,
VII and X, March 1, 1976; entered into force
with respect to articles II, VI, VII and X
April 1, 1976.
With related letters.*

(2769)

TIAS 8349

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
ON CERTAIN FISHERY PROBLEMS ON THE HIGH SEAS
IN THE WESTERN AREAS OF THE MIDDLE ATLANTIC OCEAN

The Government of the United States of America and the
Government of the Union of Soviet Socialist Republics,

Considering it desirable that the fisheries in the Western
areas of the high seas in the Middle Atlantic Ocean be conducted
on a rational basis with due attention to their mutual interests,
proceeding from generally recognized principles of international law,

Considering it necessary to conduct the fisheries in the said
areas with due consideration of the state of fish stocks, based on
the results of scientific investigations, for the purpose of ensuring
the maintenance of maximum sustainable yields and the maintenance
of the said fisheries,

Taking into account the need for expanding and coordinating
scientific research in the field of fisheries and the exchange of
scientific data,

Have agreed on the following:

ARTICLE I

The Government of the United States of America and the Government of the Union of Soviet Socialist Republics consider it desirable to take measures to organize and expand scientific and technical fisheries research of interest to both Parties. Such research will be conducted according to national programs as well as mutually agreed programs.

1. The competent agencies of both Governments shall ensure the following:

a. The taking of measures to convert, preferably in 1976, their present statistical collection procedures to provide a finer breakdown of catch (including bycatch) and effort statistics according to 30 by 30 minute areas and semi-monthly time periods using the new STATLANT forms as recommended by the International Commission for the Northwest Atlantic Fisheries (ICNAF);

b. A substantial increase in the biological sampling, over and above the ICNAF minimum requirements, with emphasis on the length-age-species composition of catches, and consistent with all the major elements of the procedures for collection of scientific samples outlined in the Annex to this Agreement;

c. Exchange of biological sampling data on length-age-species composition (in the form of individual sample records) on a quarterly basis;

d. The facilitation of meetings of scientists and specialists of both countries as well as the participation of the scientists and specialists of one country in fishery research conducted by the vessels of the other country, including cooperative research

on relevant fisheries problems by the institutions responsible for fisheries research in the area off the Atlantic coast of the United States of America, and exchanges of scientific personnel between these institutions; and

e. A continuous exchange of scientific, technical, and general fishery publications between appropriate fishery organizations of the United States of America and the Union of Soviet Socialist Republics.

2. Each Government shall take the appropriate measures to assure close cooperation among specialized institutions in the field of fishery research.

ARTICLE II

The Government of the United States of America and the Government of the Union of Soviet Socialist Republics, for the purpose of rebuilding and conserving fish stocks, will take appropriate measures to ensure that their nationals and vessels will:

1. Refrain from fishing during the period from January 1 through April 30, to ensure access of certain species to spawning grounds and to protect certain winter concentrations of scup, flounders and other species, in the area bounded by straight lines connecting the points having the following coordinates:

<u>North Latitude</u>	<u>West Longitude</u>
40°05'	71°40'
39°50'	71°40'
37°50'	74°00'
37°10'	74°29'
36°30'	74°40'
36°30'	74°48'
37°10'	74°48'
37°50'	74°25'
38°24'	73°44'
39°40'	72°32'

2. Refrain from fishing during the period from February 1 through March 31, to protect pre-spawning concentrations of river herring, in an area adjacent to the coast of the United States of America south of 37°30' north latitude, north of 35° north latitude and west of a line connecting the points having the following coordinates:

<u>North Latitude</u>	<u>West Longitude</u>
35°00'	74°48'
37°10'	74°48'
37°30'	74°38'

3. Refrain from conducting specialized fisheries in all instances for scup (Stenotomus Chrysops (L.)), bluefish (Pomatomus saltatrix (L.)), flounders (Paralichthys dentatus (L.) - "summer"); (Pseudopleuronectes americanus (Walb.) - "winter"); (Limanda ferruginea (Storer) - "yellowtail"),

menhaden (Brevoortia tyrannus (Latrobe)), black sea bass (Centropristes striatus (L.)), and river herring (Alosa pseudoharengus (Wils.) - "alewife") (Alosa aestivalis (Mitch.) - "blueback") in the waters situated west and south of Subarea 5 of the Convention Area of the 1949 International Convention for the Northwest Atlantic Fisheries [¹] and north of the parallel of 34° north latitude, which area shall be referred to hereafter as the Area covered by this Agreement. Notwithstanding the above, for menhaden the southern boundary of the Area shall be the parallel of 30° north latitude.

4. Limit, in the Area described in paragraph 3 of this Article, their incidental catch of scup, bluefish, flounders, menhaden and black sea bass to a maximum total of 300 metric tons per annum, provided that no more than one-third of such incidental catch shall be of any one of the species mentioned above. Incidental catch is that catch taken unintentionally when conducting specialized fisheries for other species.

5. In the Area covered by this Agreement:

- a. Limit their incidental catch of river herring (Alosa aestivalis, A. pseudoharengus)
 - (1) to a maximum total of 210 metric tons for all vessels per annum, and
 - (2) to a maximum total per fishing vessel of 10 metric tons per annum.

¹ TIAS 2089; 1 UST 477.

b. In the event the maximum limit for all vessels per annum in subparagraph 5 a. (1) above is reached, refrain from fishing for the remainder of the year in the area adjacent to the coast of the United States of America south of the parallel of 39° north latitude, north of the parallel of 35° north latitude and west of a line connecting the points having the following coordinates:

<u>North Latitude</u>	<u>West Longitude</u>
35°00'	74°48'
37°10'	74°48'
37°50'	74°25'
38°24'	73°44'
39°00'	73°11'

provided that any individual vessel reaching the designated limit in subparagraph 5 a. (2) above shall thereafter refrain from fishing for the remainder of the year in this area.

6. Refrain from using fishing gear other than pelagic fishing gear (purse seines, or true midwater trawls using trawl doors incapable of being fished on the bottom) and from attaching any protective device to pelagic fishing gear or employing any means which would, in effect, make it possible to fish for demersal species in the Area covered by this Agreement.

The provisions of paragraphs 1 through 6 of this Article shall not apply to vessels under 130 feet in length nor to vessels fishing for crustacea or molluscs other than squid.

ARTICLE III

Both Governments shall take appropriate measures to ensure that their nationals and vessels will, in the waters covered by this Agreement, conduct their fishing with due regard for the conservation of the stocks of fish.

ARTICLE IV

Recognizing that some incidental catch of living resources of the continental shelf is unavoidable in directed fisheries for other species, the Government of the Union of Soviet Socialist Republics, in order to protect and conserve the living resources of the United States continental shelf, agrees to take appropriate measures to:

1. Ensure that its nationals and vessels will:
 - a. Refrain from engaging in a directed fishery for any species of living resources of the continental shelf on or under the seabed or in waters above the continental shelf of the United States of America;
 - b. When engaged in fishing or in fishing support activities in waters over the continental shelf of the United States of America, refrain from having on board any continental shelf fishery resources taken on the continental shelf of another country;

c. Avoid concentrations of living resources of the continental shelf and, when a concentration of such resources is encountered in the course of their fishing operations, take immediate measures to avoid the concentration in future operations;

d. When any incidental catch of continental shelf living resources is taken, return those resources to the sea, in the process of sorting each haul, without delay, with a minimum of injury, and record, after each haul, in the vessel's fishing logbook the amount, species, position, dates, type of gear, time gear towed, and disposition of such incidental catch;

e. Allow and assist the boarding and inspection of their vessels by enforcement officers of the United States of America, provided that this subparagraph shall not apply to vessels using pelagic gear not being operated in contact with the bottom.

2. Collect, in the same manner as catch data is collected for ICNAF, the data on the incidental catch and disposition of the living resources of the continental shelf of the United States of America by its nationals and vessels, and exchange such information with the Director of the Northeast Region of the United States National Marine Fisheries Service during the meetings provided for in Article X of this Agreement.

3. Reduce the use by its nationals and vessels of fishing gear operated in contact with the bottom in fisheries off the coast of the United States of America, and ensure that such gear is replaced with gear which does not generally come into contact with the bottom in normal use.

ARTICLE V

The Government of the United States of America and the Government of the Union of Soviet Socialist Republics will take steps to minimize the possibility of conflict between gear anchored in the sea off the coast of the United States of America and mobile fishing gear and to investigate conflicts when they are reported. This will include:

1. For the American side, with respect to fixed fishing gear, development and use of improved marking and deployment practices, and timely notification of coordinates of known locations of fixed fishing gear by transmission of daily radio messages to the Soviet fleet, consistent with Annex II to the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Relating to Consideration of Claims Resulting from Damage to Fishing Vessels or Gear and Measures to Prevent Fishing Conflicts, signed at Moscow on February 21, 1973.^[1]

2. For the Soviet side:

- a. Acknowledgment of receipt of the daily fixed fishing gear notifications described in paragraph 1 above.
 - b. Notice to American authorities of areas of concentration of the Soviet fishing fleet in the vicinity of locations of fixed gear. This notification shall be accomplished in the form of a daily response to the fixed gear notification by American authorities and shall include current locations of the Soviet fleet as well as its inspection vessels.

¹ TIAS 7575, 7663, 8022; 24 UST 669, 1588; 26 UST 167.

c. Additional precautionary measures by Soviet vessels to avoid fishing operations that could damage the fixed gear set by United States fishermen engaged in a specialized fishery for the living resources of the continental shelf.

3. For both sides:

a. If a vessel is operating in or near a fixed gear area in such a manner as to indicate to competent authorities of either country that a conflict is likely to occur, the above mentioned authorities shall take prompt steps to prevent the potential conflict. This will include, where possible, communicating information and warnings concerning the potential danger of conflict to the vessels involved and to any inspector of the other Government known to be in the vicinity or a designated authority of the other Government. The appropriate fishing or fishery support vessels should also communicate directly following the customary international radio communication procedures.

b. When a conflict has occurred, either side shall immediately notify the appropriate authorities of the other side. Each side shall independently ensure that prompt and thorough investigations are made by appropriate inspectors of their own side. These investigations should be made on the site of the incident when possible. On a voluntary basis, the investigation may be conducted jointly by inspectors of both sides. The invitation to the inspector of the other side will be extended by the inspector of the flag State upon the request of the master in charge of a

fishing vessel involved in the conflict. The result of these investigations shall be provided to the American-Soviet Fisheries Claims Board for use in case a claim arising out of the conflict is brought before the Board.

ARTICLE VI

Fishing vessels and fishery support vessels under the flag of the Union of Soviet Socialist Republics may conduct loading operations in the waters of the nine-mile fishery zone contiguous to the territorial sea of the United States of America in the following areas bounded by straight lines connecting the coordinates in the order listed:

1. During the period from November 15 through May 15:

<u>North Latitude</u>	<u>West Longitude</u>
40°44'	72°27'
40°38'	72°27'
40°33'	72°46'
40°33'	72°53'
40°37'	72°53'

2. During the period from September 15 through May 15:

<u>North Latitude</u>	<u>West Longitude</u>
39°40'00"	74°00'00"
39°37'00"	73°54'00"
39°32'30"	73°57'18"
39°35'30"	74°04'00"

3. Soviet fishing vessels may conduct the loading operations provided for in this Article with other Soviet vessels and vessels of other States with which the United States of America maintains diplomatic relations, provided the latter vessels are under charter or contract to a Soviet fisheries organization for such loading operations.

ARTICLE VII

In order to facilitate the operation of this Agreement, the Government of the Union of Soviet Socialist Republics will take appropriate measures to ensure that Soviet fishing or fisheries support vessels or vessels chartered by Soviet fisheries organizations shall notify the United States Coast Guard Communications Station Boston call sign NMF or Portsmouth call sign NMN before entry into a loading area provided for in Article VI of this Agreement. In the case of a chartered vessel such notification shall be given at least 3 days in advance.

ARTICLE VIII

Each Government shall, within the scope of its domestic laws and regulations, facilitate entry into appropriate ports for fishing vessels, fishery research vessels, and fishery support vessels. The Government of the United States of America will take appropriate measures to ensure the following:

1. The entry of not more than four Soviet fishing, fishery research, and fishery support vessels each month into each of the Ports of Baltimore, Philadelphia, New York, and Boston. In addition, special provisions shall be made as necessary regarding the entry of Soviet research vessels which are engaged in a mutually agreed research program in accordance with the terms of Article I of this Agreement.
2. Entry into the Ports of Baltimore, Philadelphia, New York, and Boston as indicated in paragraph 1 above, shall be permitted subject to four days' advance notice of the planned entry to the appropriate authority.

3. The Government of the United States of America and its Embassy in Moscow will accept crew lists in application for visas valid for a period of six months for multiple entry into United States ports pursuant to paragraph 1 above. Such a crew list shall be submitted at least 14 days prior to the first entry of a vessel into a port of the United States of America. Submission of an amended (supplemental) crew list subsequent to departure of a vessel from Soviet ports will also be subject to the provisions of this paragraph, provided that visas thereunder shall only be valid for six months from the date of issuance of the original crew list visa. Notification of entry or an application for entry under the preceding paragraph shall specify if shore leave is requested under such multiple entry visa.

4. Entry of all vessels into the ports referred to in paragraph 1 above may be to replenish ships stores or fresh water, obtain bunkers, provide rest for or make changes in personnel of such vessels, obtain repairs and other services normally provided in such ports, and re-exchange appropriate personnel of the ships' crews as may be necessary to facilitate repairs, all in accordance with applicable rules and regulations.

5. Subject to the provisions of this Agreement, it is understood that the entry of Soviet vessels into any United States port is subject to the applicable laws and regulations of the United States of America.

6. Each of the above provisions in this Article may be modified by mutual consent at any time.

ARTICLE IX

Under conditions of force majeure, each Government will, within the scope of its domestic laws and regulations, facilitate entry of fishing, fishery research, and fishery support vessels into its respective open ports after appropriate notification has been given.

ARTICLE X

Both Governments will take appropriate measures to ensure:

1. Regular visits of fisheries officials of the two countries to exchange information and discuss actual or potential problems concerning the fishing grounds, questions relating to the operations of the fishing fleets, and questions arising out of the application of the provisions of this Agreement. Such visits shall take place at least every three months.

2. Mutual visits of representatives of fishermen's organizations of the two countries on vessels operating in the Western areas of the Middle Atlantic.

3. Those participating in each visit shall prepare a brief report of their visit in each case and submit it to the appropriate authorities of the two Governments. Visits shall be arranged between the Director of the Northeast Region of the United States National Marine Fisheries Service and the Chief of the joint fleet expeditions of the Main Administration's "ZAPRYBA". The arrangements for these visits shall be made by the Regional Director in the first and third calendar quarters

and the Chief of the joint fleet expeditions in the second and fourth calendar quarters. The communications necessary to initiate the arrangements for these meetings will be made in the first month of each quarter. Each side will inform the other side at least two weeks before the visit of subjects it wishes discussed. Additional meetings may be requested by either side as may be necessary.

4. Exchanges between appropriate Soviet officials and the Regional Director of the United States National Marine Fisheries Service Northeast Region in Gloucester, Massachusetts, on a monthly basis, of provisional catch data for species taken in the Area covered by this Agreement. Such exchanges may take place at the meetings provided for in paragraph 1 of this Article.

5. Exchange of information providing the names of appropriate officials in the Area covered by this Agreement, and the procedures for establishing radio communications between them, to receive and respond to reports of infringements of the provisions of this Agreement, arrange for the investigation of gear conflicts, and be able to discuss problems of mutual interest relating to the conduct of fishing operations in the Area covered by this Agreement.

ARTICLE XI

The Scheme of Joint International Enforcement in effect under the 1949 International Convention for the Northwest Atlantic Fisheries shall apply on a voluntary basis to enforcement of the

provisions of this Agreement, except where enforcement is otherwise provided for in this Agreement. Nothing in this Article is intended to modify the mandatory application of the Scheme of Joint International Enforcement under the 1949 International Convention for the Northwest Atlantic Fisheries to conservation regulations under that Convention.

ARTICLE XII

Nothing in this Agreement shall be interpreted as prejudicing the views of either Government with regard to freedom of fishing on the high seas or to traditional fisheries.

ARTICLE XIII

This Agreement constitutes an extension and modification of the provisions of the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics signed at Washington on February 26, 1975.^[1]

The present Agreement shall enter into force on March 1, 1976, except that Articles II, VI, VII and X of this Agreement shall enter into force April 1, 1976, until which date paragraphs 2, 6, 7 and 10 of the aforementioned Agreement signed at Washington February 26, 1975, shall remain in force. The present Agreement shall remain in force through April 30, 1977.

At the request of either Government representatives of the two Governments will meet at a mutually convenient time with a view to modifying the present Agreement. In any event, representatives of the two Governments will meet at a mutually convenient time prior to

¹ TIAS 8021, 8221; 26 UST 138.

the expiration of the period of validity of this Agreement to review the operation of this Agreement and to decide on future arrangements.

Notwithstanding the above, at any time either Government may communicate to the other Government its intention to denounce the present Agreement, in which case the Agreement shall terminate one month from the date on the communication. As soon as possible after receipt of such communication, representatives of the two Governments shall meet to discuss possible future arrangements.

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

DONE in Washington, March 1, 1976, in duplicate, in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

 [1]

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:

 [2]

¹ Rozanne L. Ridgway

² V. M. Kamentsev

ANNEX

Procedures for Collection of Scientific Samples

This Annex defines minimum sampling and data acquisition procedures which in conjunction with appropriate statistics on catch and effort will assure an adequate and standardized basis for unbiased estimates of numbers of fish caught, by species, length, age and sex. The actual numbers of samples are not specified here but will depend on the specific guidelines on rate of sampling adopted for a given fishery. In order to achieve a sampling rate significantly greater than the minimum ICNAF sampling requirements of one sample per 1000 tons, it is necessary to provide sufficient numbers of trained sampling specialists aboard Soviet commercial vessels and in ports of the United States of America. American specialists will be available to demonstrate the sampling procedures outlined in this Annex aboard Soviet vessels in the Area covered by this Agreement.

1. LENGTH-AGE-COMPOSITION SAMPLES

a. Samples should be taken separately for each gear type (e.g., pelagic trawl, purse seine) and fishing method (e.g., mid-water pelagic trawling) combination every month for which fishing is pursued in any 30 by 30 minute area throughout the Area covered by this Agreement. One sample should be taken for every 1000 tons or fraction thereof within the above categories.

b. Data to be recorded in each sample:

Vessel classification

Method of fishing, e.g., pelagic

Specific type of trawl, including reference to its
construction

Mesh sizes

Catch in tons, of the species in the sampled trawl haul

Total weight of all fish sampled

Duration and time of day of haul

Date

Latitude and longitude of haul

c. Sampling procedures:

(1) Species for which the catch is sorted:

(a) From a single net haul, 4 random samples of approximately 50 fish each should be taken. (For species with less than 200 fish in a single trawl haul accumulate samples over trawl hauls until approximately 200 fish are taken.)

(b) Measure each fish to nearest centimeter, except for herring where the measurement will be the total length to the nearest centimeter below (as in ICNAF methods).

(c) A subsample of one fish from each centimeter interval should be taken, scales and otoliths removed and the sex of mature individuals should be recorded.

(2) Species for which catch is not sorted:

(a) Two random samples of approximately 30 kilos each should be taken from a single trawl haul.

(b) Individual species should be sorted from the samples (for "river herring" this means separating alewife Alosa Pseudoharengus from blueback A. aestivalis).

(c) Biological information should be taken as described in subparagraphs (1), (b) and (c) above.

2. LENGTH - WEIGHT SAMPLES

Individuals of one sample of each principal species of fish (i.e., species for which expected yearly catch in Area covered by this Agreement is 500 or more tons), per month should be weighed in grams and measured in millimeters. Each sample should contain 10 fish per centimeter interval. The length range of fish may be accumulated if necessary from small samples taken over several catches and days. Sex shall be recorded for mature individuals.

С О Г Л А Ш Е Н И Е

между Правительством Соединенных Штатов Америки
и Правительством Союза Советских Социалистических
Республик по некоторым вопросам рыболовства в
открытом море в западных районах средней части
Атлантического океана

Правительство Соединенных Штатов Америки и Правительство
Союза Советских Социалистических Республик,

считая желательным, чтобы рыболовство в западных районах
открытого моря в средней части Атлантического океана осуществлялось
на рациональной основе с должным учетом их взаимных интересов,
исходя из общепризнанных принципов международного права,

считая необходимым осуществлять промысел в указанных районах
с должным учетом состояния рыбных запасов, основанным на результатах
научных исследований, с тем, чтобы обеспечить поддержание макси-
мальных устойчивых уловов и указанного промысла,

принимая во внимание необходимость расширения и координирования
научно-исследовательских работ в области рыболовства и обмена
научными данными,

согласились с нижеследующим:

Статья I

Правительство Соединенных Штатов Америки и Правительство
Союза Советских Социалистических Республик считают желательным
принять меры для организации и расширения научных и технических
исследований в области рыболовства, представляющих интерес для обеих
сторон. Такие исследования будут осуществляться по национальным
и взаимно-согласованным программам.

I. Компетентные организации обоих Правительств обеспечивают следующее:

а. принятие мер для перехода, желательно в 1976 году, от существующей системы сбора статистических данных для обеспечения более точной разбивки статистики по улову, включая прилов, и усилию на участках со сторонами по 30' и полунескучным периодам, используя новые формы СТАТЛАНТ, рекомендованные Международной Комиссией по рыболовству в северо-западной части Атлантического океана;

в. значительное увеличение сбора биологических проб сверх минимума требований ИКИАФ, уделив особое внимание разнерциону, возрастному и видовому составу уловов в соответствии с главными элементами методики сбора научных проб, изложенной в приложении к настоящему Соглашению;

с. обмен данными по биологическим пробам по разнерциону, возрастному и видовому составу, в форме индивидуальных записей по пробам, на квартальной основе;

д. содействие встречам ученых и специалистов обеих стран и участие ученых и специалистов одной страны в рыбохозяйственных научных исследованиях, проводимых на судах другой страны, включая совместные исследования по соответствующим рыбохозяйственным проблемам, осуществляемых институтами, ответственными за проведение исследований в области рыболовства в районе у атлантического побережья Соединенных Штатов Америки и обмен научным персоналом между этими институтами;

е. постоянный обмен научными и техническими публикациями, а также публикациями по общим вопросам рыболовства между соответствующими организациями рыбной промышленности Соединенных Штатов Америки и Союза Советских Социалистических Республик.

2. Каждое Правительство предпринят надлежащие меры для обеспечения тесного сотрудничества специализированных учреждений в области рыбохозяйственных научных исследований.

Статья II

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик, в целях воспроизведения и сохранения рыбных запасов, примут соответствующие меры для того, чтобы его граждане и суда:

1. воздерживались от ведения промысла в период с I января по 30 апреля для обеспечения прохода определенных видов рыб на нерестилища и для охраны некоторых концентраций ската, камбалы и других видов рыб в зимний период в районе, ограниченном прямыми линиями, соединяющими точки со следующими координатами:

<u>Северная широта</u>	<u>Западная долгота</u>
40°05'	71°40'
39°50'	71°40'
37°50'	74°00'
37°10'	74°29'
36°30'	74°40'
36°30'	74°48'
37°10'	74°48'
37°50'	74°25'
38°24'	73°44'
39°40'	72°32'

2. воздерживались от ведения промысла в период с I февраля по 31 марта для защиты преднерестовых концентраций помоловуса в районе, прилегающем к побережью Соединенных Штатов Америки к югу от 37°30' северной широты, к северу от 35° северной широты и к западу от линии, соединяющей точки со следующими координатами:

<u>Северная широта</u>	<u>Западная долгота</u>
35°00'	74°48'
37°10'	74°48'
37°30'	74°38'

3. воздерживались от ведения во всех случаях специализированного промысла ската (*Stenotomus Chrysops* (L), луфаря (*Pomatomus Saltatrix* (L), камбалы (*Paralychthys dentatus* (L) — "летняя"), (*Pseudopleuronectes americanus* (Walb) — "элинняя"), (*Lamanda ferruginea* (Storer) — "желтохвостая"), изюхедена (*Brevoortia tyrannus* (Latrobe), черного морского окуня (*Centropristes striatus* (L) и понолобуса (*Alosa pseudoharengus* (Wils.) — "сероспинка"), (*Alosa aestivalis* (Mitch) — "специальная"), в водах, расположенных к западу и югу от подрайона 5 района действия Международной Конвенции о рыболовстве в северо-западной части Атлантического океана, подписаний в Вашингтоне 8 февраля 1949 года и к северу от параллели 34° северной широты, которые в дальнейшем будут именоваться как район, подпадающий под действие настоящего Соглашения. Однако, несмотря на вышеизложенное, для изюхедена южная граница этого района будет проходить по параллели 30° северной широты.

4. ограничивали приловы ската, луфаря, камбалы, изюхедена и черного морского окуня в районах, указанных в параграфе "3" этой статьи, таким образом, чтобы их максимальная общая величина составляла 300 метрических тонн в год при условии, что любой из вышеуказанных видов рыб будет составлять не более одной трети таких приловов.

Приловом считается улов, взятый непреднамеренно при ведении специализированного промысла других видов рыб.

5. в районе, подпадающем под действие настоящего Соглашения:

а. ограничат свой прилов понолобуса (*Alosa aestivalis*, *A.pseudoharengus*):

- 1) до общей максимальной величины, составляющей 210 метрических тонн в год для всех судов, и
- 2) до общей максимальной величины, составляющей 10 метрических тонн в год для каждого рыболовного судна.

в. воздерживались от промысла рыбы в оставшееся время года при достижении максимальной величины прилова, установленной выше в подпункте 5.а.1) на год для всех судов в районе, прилегающем к побережью Соединенных Штатов Америки к югу от параллели 39° северной широты, к северу от параллели 35° северной широты и к западу от линии, соединяющей точки со следующими координатами:

<u>Северная широта</u>	<u>Западная долгота</u>
35°00'	74°48'
37°10'	74°48'
37°50'	74°25'
38°24'	73°44'
39°00'	73°II'

при условии, что любое судно, достигнувшее лимита, установленного выше в подпункте 5.а.2) будет воздерживаться от промысла в оставшееся время года в этом районе.

6. воздерживались от использования иных орудий лова за исключением пелагических (кошельковые невода или истинные разноглубинные тралы, вооруженные траловыми досками, которыми нельзя вести промысел на дне), а также от оснащения пелагических орудий лова какими-либо защитными устройствами или использования каких-либо средств, позволяющих вести промысел донных видов рыб в районе, подпадающем под действие настоящего Соглашения.

Положения параграфов с I по 6 настоящей статьи не распространяются на суда длиной менее 130 футов и на суда, ведущие промысел ракообразных или моллюсков, кроме кальмаров.

Статья III

Оба Правительства примут соответствующие меры для того, чтобы их граждане и суда осуществляли промысел в водах, подпадающих под действие настоящего Соглашения, с должным учетом сохранения запасов рыб.

Статья IV

Признавая, что некоторый случайный улов живых ресурсов континентального шельфа является неизбежным при ведении специализированного промысла других видов, Правительство Союза Советских Социалистических Республик в целях защиты и сохранения живых ресурсов континентального шельфа Соединенных Штатов Америки соглашается принять надлежащие меры для:

I. Обеспечения того, чтобы его граждане и суда:

а. воздерживались от ведения специализированного промысла любых видов живых ресурсов континентального шельфа Соединенных Штатов Америки на морском дне или в его недрах или в водах, покрывающих континентальный шельф Соединенных Штатов Америки;

б. будучи заняты ловом рыбы или вспомогательными рыбопромысловыми операциями в водах, покрывающих континентальный шельф Соединенных Штатов Америки, воздерживались от того, чтобы иметь на борту любые ресурсы континентального шельфа, добытые на континентальном шельфе другой страны;

с. избегали концентраций живых ресурсов континентального шельфа и, при встрече с концентрацией таких ресурсов в ходе своих рыбопромысловых операций, предпринимали исходящие меры к тому, чтобы избегать этой концентрации при последующей работе;

д. при любом случайному вылове живых ресурсов континентального шельфа возвращали такие ресурсы в процессе рассортировки улова каждого траления без задержки в море с минимальными повреждениями, а сведения об их количестве, видах, месте, дате, длительности траления, типе орудия лова, а также о том, что было сделано с таким случайным уловом, будут регистрироваться в промысловом журнале судна после каждого траления;

е. разрешали подъем на борт и содействовали этому и инспектированию их судов должностными лицами инспекции Соединенных Штатов Америки, при условии, что этот параграф не распространяется на суда, работающие пелагическими орудиями лова, которые не соприкасаются со дном.

2. Сбора данных о случайном вылове и о том, что было сделано с живыми ресурсами континентального шельфа Соединенных Штатов Америки, его гражданами и судами, осуществляемого таким же образом, как и сбор данных об уловах для ИКИАФ, и обмена такими данными с директором северо-восточного района Национальной службы морского рыболовства Соединенных Штатов Америки в ходе встреч, предусмотренных статьей X настоящего Соглашения.

3. Сокращения использования его гражданами и судами орудий лова, работающих в контакте со дном, при ведении рыбопромысловых операций у побережья Соединенных Штатов Америки и обеспечения замены таких орудий лова на орудия лова, которые обычно не соприкасаются со дном.

Статья У

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик предпримут шаги для сведения к минимуму возможности конфликта между орудиями лова, поставленными на якорь в море у побережья Соединенных Штатов Америки и подвижными орудиями лова, и для расследования конфликтов, когда о них поступает сообщение. Это включает:

I. Для американской стороны – в отношении ставных орудий лова, разработку и применение улучшенной практики их маркировки и использования и своевременное уведомление об известных местах установки ставных орудий лова путем передачи ежедневных радиосообщений координат советскому флоту; в соответствии с приложением II к

Соглашению между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о рассмотрении претензий, возникающих в связи с повреждением рыболовных судов или орудий лова и о мерах по предотвращению промысловых конфликтов, подписанного в г.Москве 21 февраля 1973 года.

2. Для советской стороны:

а. подтверждение получения ежедневных уведомлений о ставных орудиях лова, описанных в предыдущем параграфе I;

б. уведомление американских властей о районах концентрации советского рыбопромыслового флота вблизи мест расположения ставных орудий лова. Это уведомление осуществляется в форме ежедневного ответа на уведомление американских властей о ставных орудиях лова и включает текущее местоположение советского флота и его инспекционных судов;

с. принятие советскими рыболовными судами дополнительных мер предосторожности с тем, чтобы избегать такой работы, которая может привести к повреждению ставных орудий лова рыбаков Соединенных Штатов Америки, ведущих специализированный промысел живых ресурсов континентального шельфа.

3. Для обеих сторон:

а. если судно работает в районе ставных орудий лова или вблизи него таким образом, что это может служить указанием компетентным властям любой из стран на вероятность возникновения конфликта, вышеупомянутые власти предпринимают незамедлительные шаги к предотвращению возможного конфликта. Сюда включается передача, в тех случаях, когда это возможно, информации и предупреждений о возможной опасности конфликта соответствующим судам и любому инспектору другого Правительства, о котором известно, что он находится поблизости, или назначенному уполномоченному лицу другого Правительства. Соответствующим рыболовным и вспомогательным судам рыбной

промышленности следует осуществлять прямую радиосвязь, в соответствии с общепринятым международным порядком радиообмена;

в. в тех случаях, когда конфликт произошел, любая из сторон немедленно уведомляет об этом соответствующие власти другой стороны. Обе стороны обеспечивают незамедлительное и тщательное расследование самостоятельно соответствующими инспекторами, для каждой из сторон соответственно. Такие расследования должны, по мере возможности, проводиться на месте инцидента.

На добровольной основе расследование может проводиться совместно инспекторами обеих сторон. Инспектор другой стороны приглашается инспекторами государства флага судна по просьбе капитана рыболовного судна, вовлеченного в конфликт. Результаты этих исследований направляются советско-американской Комиссии по рыболовным претензиям для использования в случае, если претензия, вытекающая из конфликта, представлена Комиссии.

Статья VI

Рыболовные и вспомогательные суда рыбной промышленности, плавающие под флагом Союза Советских Социалистических Республик, могут осуществлять грузовые операции в водах девятимильной рыболовной зоны, прилежащей к территориальным водам Соединенных Штатов Америки, на следующих участках, ограниченных прямыми линиями, соединяющими точки в указанном ниже порядке:

I. В течение периода с 15 ноября по 15 мая:

<u>Северная широта</u>	<u>Западная долгота</u>
40°44'	72°27'
40°38'	72°27'
40°33'	72°46'
40°33'	72°53'
40°37'	72°53'

2. В течение периода с 15 сентября по 15 мая:

<u>Северная широта</u>	<u>Западная долгота</u>
39°40'00'',	74°00'00'',
39°37'00'',	73°54'00'',
39°32'30'',	73°57'18'',
39°35'30'',	74°04'00'',

3. Советские рыболовные суда могут осуществлять указанные в настоящей статье перегрузочные операции с другими советскими судами и судами других государств, с которыми Соединенные Штаты Америки поддерживают дипломатические отношения, при условии, что эти суда будут зафрахтованы или работать по контракту у одной из советских организаций рыбной промышленности для выполнения таких перегрузочных операций.

Статья VII

В целях обеспечения применения настоящего Соглашения Правительство Союза Советских Социалистических Республик примет надлежащие меры для того, чтобы советские или зафрахтованные советскими организациями рыбной промышленности рыболовные или вспомогательные суда уведомляли через радиостанции береговой охраны США в Бостоне (позвывной NMF) или Портсмуте (позвывной NMW) до захода на участки, отведенные для грузовых операций, упомянутые в статье VI настоящего Соглашения. Зафрахтованные советскими организациями рыболовные или вспомогательные суда дают такое уведомление за 3 суток до захода на упомянутые участки.

Статья VIII

Каждое Правительство, в рамках своих внутренних законов и правил, способствует заходам в соответствующие порты рыболовных,

научно-исследовательских и вспомогательных судов рыбной промышленности. Правительство Соединенных Штатов Америки примет соответствующие меры для обеспечения следующего:

1. Заходов не более четырех советских рыболовных, научно-исследовательских и вспомогательных судов рыбной промышленности в течение каждого месяца в каждый из портов Балтимора, Филадельфии, Нью-Йорка и Бостона. Кроме того, в случае необходимости предусматриваются специальные положения для захода советских научно-исследовательских судов, которые работают по взаимно согласованной программе научных исследований, согласно положениям статьи I настоящего Соглашения.

2. Заходы в порты Балтимора, Филадельфии, Нью-Йорка и Бостона, как указано в предыдущем параграфе, разрешаются соответствующими властями при условии их уведомления за четыре дня до предполагаемого захода.

3. Правительство Соединенных Штатов Америки и его Посольство в Москве будут принимать судовые роли при обращении за визами, действительными на период в шесть месяцев на многократные заходы в порты Соединенных Штатов Америки, в соответствии с положениями предыдущего параграфа I. Такая судовая роль представляется, по крайней мере, за 14 дней до первого захода судна в порт Соединенных Штатов Америки. Представление исправленной (дополнительной) судовой роли после выхода судна из советских портов также подпадает под действие положений настоящего параграфа при условии, что выданные в соответствии с ним визы будут действительны только на период в шесть месяцев с даты выдачи визы под первоначальную судовую роль. В уведомлении о заходе или запросе о заходе в соответствии с предыдущим параграфом указывается, требуется ли выход экипажа на берег согласно такой многократной въездной визе.

4. Заходы всех судов в порты в выше указанном параграфе I могут быть связаны с пополнением судовых запасов или пресной воды, получением бункера, предоставлением отдыха персоналу таких судов или его заменой, ремонтом и другими услугами, обычно предоставляемыми в таких портах, а также двойной заменой соответствующего персонала экипажей в связи с проведением ремонта, в соответствии с применяемыми правилами и положениями.

5. С учетом положений Соглашения понимается, что заходы советских судов в любой порт Соединенных Штатов Америки подпадают под действие соответствующих законов и правил Соединенных Штатов Америки.

6. Любое положение данной статьи может быть изменено в любое время по взаимному согласию сторон.

Статья IX

При форсмажорных обстоятельствах каждое Правительство, в пределах своих внутренних законов и правил, будет содействовать заходам рыболовных, научно-исследовательских и вспомогательных судов рыбной промышленности в свои соответствующие открытые порты после надлежащего об этом уведомления.

Статья X

Оба Правительства примут соответствующие меры, чтобы обеспечить:

I. Регулярные посещения представителями органов управления рыболовства обеих стран для обмена информацией и обсуждения существующих или потенциальных проблем, касающихся промысловых районов, вопросов работы рыболовного флота и вопросов, возникающих в связи с применением положений настоящего Соглашения; такие посещения осуществляются по крайней мере один раз в три месяца.

2. Взаимные посещения представителями организаций рыбаков обеих стран судов, работающих в западных районах Средней Атлантики.

3. Участники каждого посещения подготавливают краткий отчет в каждом случае и представляют его соответствующим органам обоих Правительств. Посещения организуются директором северо-восточного района Национальной службы морского рыболовства Соединенных Штатов Америки и начальником объединенной экспедиции Флота Главного управления "Запрыба". Региональный директор организует эти посещения в первом и третьем кварталах, а начальник объединенной экспедиции Флота - во втором и четвертом кварталах. Контакты, необходимые для организации таких встреч, будут устанавливаться в первом месяце каждого квартала. Каждая из сторон будет информировать другую сторону, по крайней мере за две недели до посещения, о тех вопросах, которые она хотела бы обсудить.

Каждая сторона, при возникновении необходимости, может просить о дополнительных встречах.

4. Обмен между соответствующими советскими должностными лицами и региональным директором Национальной службы морского рыболовства в Глостере, Массачусетс, на месячной основе данными о предварительных уловах по видам рыб, выловленных в районе, подпадающем под действие настоящего Соглашения. Такой обмен может происходить во время встреч, предусмотренных параграфом I этой статьи.

5. Обмен информацией, включающей данные соответствующих должностных лиц в районе действия настоящего Соглашения и о процедурах установления радиосвязи между ними, для получения сообщения о нарушении положений Соглашения и ответа на него, для организации расследования конфликтов между орудиями лова и обсуждения вопросов, представляющих взаимный интерес, относящихся к ведению рыбопромысловых операций в районе действия настоящего Соглашения.

Статья XI

Для проверки на добровольной основе выполнения положений настоящего Соглашения применяется Схема совместной международной инспекции, действующая в соответствии с Международной Конвенцией о рыболовстве в северо-западной части Атлантического океана 1949 года, за исключением тех случаев, когда проверка осуществляется в ином порядке, предусмотренном в настоящем Соглашении.

Ничто в настоящей статье не направлено на изменение обязательного применения Схемы совместной международной инспекции в соответствии с Международной Конвенцией о рыболовстве в северо-западной части Атлантического океана 1949 года к правилам сохранения запасов, действующим согласно этой Конвенции.

Статья XII

Ничто в настоящем Соглашении не должно толковаться в ущерб взглядам любого Правительства на свободу рыболовства в открытом море или на традиционный промысел рыбы.

Статья XIII

Настоящее Соглашение является продолжением и модификацией положений Соглашения между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик, подписанного в Вашингтоне 26 февраля 1975 года.

Настоящее Соглашение вступает в силу 1 марта 1976 года, за исключением статей II, VI, VII и X настоящего Соглашения, которые вступят в силу с 1 апреля 1976 года, а до этой даты остаются в силе статьи 2, 6, 7 и 10 вышеупомянутого Соглашения, подписанного в Вашингтоне 26 февраля 1975 года. Настоящее Соглашение остается в силе по 30 апреля 1977 года.

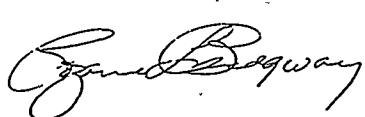
По просьбе любого из двух Правительств представители обоих Правительств встретятся в удобное для обеих сторон время с целью изменения настоящего Соглашения. В любом случае представители обоих Правительств встретятся в удобное для них время до истечения срока действия настоящего Соглашения для того, чтобы рассмотреть вопрос, как осуществляется настоящее Соглашение, и принять решение о дальнейших мероприятиях.

Несмотря на вышеизложенное, в любое время, любое из двух Правительств может уведомить другое Правительство о своем намерении денонсировать настоящее Соглашение и в этом случае Соглашение утратит силу через месяц со дня уведомления. После получения такого уведомления представители обоих Правительств встретятся как можно быстрее для обсуждения возможных дальнейших мероприятий.

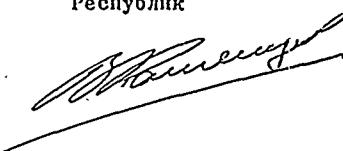
В удостоверение чего нижеподписавшиеся, будучи должны образом на то уполномочены, подписали настоящее Соглашение.

Совершено в Вашингтоне 1 марта 1976 года, в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Правительство
Соединенных Штатов
Америки



За Правительство
Союза Советских
Социалистических
Республик



ПРИЛОЖЕНИЕ

Методика сбора научных проб

Настоящее приложение определяет минимум требований по методике сбора проб и данных, который вместе с соответствующей статистикой по улову и усилию обеспечит адекватную и стандартизированную основу для несмешанной оценки количества пойманных рыб каждого вида по длине, возрасту и полу. Фактическое количество проб не определяется настоящей методикой и будет зависеть от специфических указаний о темпе сбора проб применительно к данному промыслу.

Для достижения более значительного темпа сбора проб по сравнению с минимальными требованиями ИКИАФ по сбору проб в количестве одной пробы на 1000 тонн необходимо обеспечить достаточное количество подготовленных специалистов на борту советских промысловых судов и в портах Соединенных Штатов Америки. Американские ученые смогут продемонстрировать методику сбора проб, описанную в данном приложении, на борту советских судов в районе, подпадающем под действие настоящего Соглашения.

I. Пробы для определения размерно-возрастного состава

а. пробы должны отбираться отдельно для каждого типа орудий лова (например, пелагический трал, кошельковый невод) и комбинации промысловых методов (например, разноглубинное траление) каждый месяц, на протяжении которого промысел ведется на любом участке со сторонами по 30° по всему району, подпадающему под действие настоящего Соглашения. Одна проба должна отбираться от каждого 1000 тонн или фракции по вышеуказанным категориям;

в. данные, которые должны быть указаны по каждой пробе:

- классификация судна;
- метод промысла, например, пелагический;
- определенный тип трала, включая ссылку на его конструкцию;

- размеры ячеи;
- улов вида в тонах из одного траления, по которому отбирается проба;
- общий вес всех рыб, по которым отбираются пробы;
- продолжительность траления и время выборки трала;
- дата;
- широта и долгота при подъеме трала.

с. методика сбора проб:

(1) сортировка улова по видам:

а. 4 случайных пробы, примерно по 50 рыб каждая, должны быть взяты из одного траления (для видов рыб, насчитывающих не менее 200 штук в одном тралении, необходимо собирать пробы из тралов, пока количество рыб не достигнет примерно 200 штук);

в. каждая рыба измеряется до ближайшего сантиметра за исключением сельди, у которой измеряется общая длина до ближайшего нижнего сантиметра (по методике ИКИЛФ);

с. из каждого интервала в один сантиметр должна быть взята одна рыба, чешуя и отолиты, а также определен пол зрелых особей;

(2) виды рыб, для которых улов не сортируется:

а. из одного трала должны быть взяты две случайных пробы примерно по 30 кг каждая;

в. пробы должны быть рассортированы по видам (для "речной сельди" это значит разделение на *Alosa Pseudoharengus* и *A.aestivalis*).

с. см. биологическую информацию, описанную выше в пункте Iв и Ic.

2. Размерно-весовые пробы

Особи из одной пробы каждого основного вида рыб (например, вида, для которого ожидаемый годовой улов в районе, подпадающем

под действие Соглашения составляет 500 или более тонн) должны ежемесячно взвешиваться в граммах и измеряться в миллиметрах. Каждая проба должна содержать 10 рыб на сантиметровый интервал. Данные по размерному ряду могут быть накоплены, в случае необходимости, путем сбора небольших проб, взятых из нескольких уловов на протяжении нескольких дней. Пол должен определяться для зрелых особей.

[RELATED LETTERS]

MARCH 1, 1976

EXCELLENCY:

Under the Agreement signed today for our two Governments on Certain Fishery Problems on the High Seas in the Western Areas of the Middle Atlantic Ocean, notification of a visit to the U.S. ports of Boston, Baltimore, New York and Philadelphia must be received at least four days in advance of port entry. Notice of visits of fishing and fishery support vessels shall be forwarded to U.S. Coast Guard Headquarters, Washington, D.C., from a shipping agent either (1) via Telex using address "Coast Guard Headquarters, 6th and D Streets S.W., Washington, D.C., Telex number 89-2427;" or (2) via TWX using address "Coast Guard Headquarters, 6th and D Streets S.W., Washington, D.C., TWX number 710-822-1959;" or (3) via Western Union using either of the above addresses. Notice of visits of fishery research vessels shall be forwarded to the United States Department of State, Washington, D.C., through diplomatic channels.

Sincerely yours,

ROZANNE L RIDGWAY

Rozanne L. Ridgway
*Chairman of the Delegation
of the United States of America*

His Excellency

VLADIMIR M. KAMENTSEV,

*Chairman of the Delegation of the
Union of Soviet Socialist Republics.*

MARCH 1, 1976**EXCELLENCY:**

I wish to inform you that the Government of the United States of America considers that the Agreement concerning Certain Fishery Problems on the High Seas in the Western Areas of the Middle Atlantic Ocean concluded today between our Governments will as of April 1, 1976, constitute a completely satisfactory agreement concerning conservation of the living resources of the United States Continental Shelf under the terms of the Department of State's Circular Note of December 5, 1974.^[1]

Sincerely yours,

ROZANNE L RIDGWAY

Rozanne L. Ridgway
*Chairman of the Delegation
of the United States of America*

His Excellency

VLADIMIR M. KAMENTSEV,
*Chairman of the Delegation of the
Union of Soviet Socialist Republics.*

¹ Not printed.

BRAZIL

Acquisition of Military Aircraft

*Memorandum of understanding signed at Rio de Janeiro
September 24, 1973;
Entered into force September 24, 1973.*

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATES AND THE GOVERNMENT OF BRAZIL RELATING TO THE ACQUISITION OF MILITARY AIRCRAFT

Whereas it has been established that the Government of Brazil has a high priority military requirement to modernize its military aircraft inventories by the procurement of modern aircraft;

Whereas it has been determined that it is important to the national security of the Government of the United States to sell these aircraft to the Government of Brazil; and

Whereas the Government of Brazil has asked the Government of the United States for financial assistance in the form of Foreign Military Sales credits in order to acquire these aircraft from United States sources;

Now therefore in consideration of the premises hereinafter set forth and subject to the provisions of the Military Assistance Agreement between the Government of the United States and the Government of Brazil, which entered into force 19 May 1953, [¹] representatives of the Government of the United States and the Government of Brazil, acting for their respective Governments, agree as follows:

1. SCOPE OF THE PROGRAM

a. The Government of Brazil agrees to procure nine (9) F-5B trainers, thirty-nine (39) F-5E air superiority aircraft and nine (9) C130H cargo aircraft from United States production sources in accordance with the aircraft delivery schedule in Annex A (Estimated Delivery Dates of Aircraft Requirements).

b. In addition, the Government of Brazil will procure from United States sources the associated aeronautical equipment, ground equipment, spare parts, spare engines, maintenance support items, technical

¹ TIAS 2776; 4 UST 170.

data, and quality and configuration management of the F-5B/E aircraft.

c. It is estimated that the total cost of the F-5B/E and C130 aircraft programs will be approximately \$192.3 million as outlined in Annex B "Estimated Cost of the F-5B/E and C130 Aircraft Programs." Annual dollar requirements during FY 1974-1976 will be as outlined in Annex C "Estimated Schedule of Dollar Requirements."

2. RESPONSIBILITIES OF THE GOVERNMENT OF THE UNITED STATES IN PROGRAM IMPLEMENTATION

Subject to the provisions of the Foreign Military Sales Act, as amended,¹ the availability of Foreign Military Sales credit funds and the continuation of legislative authorization, the Government of the United States will:

a. Make available from United States public funds in the form of direct Foreign Military Sales credits and/or Department of Defense loan guarantees for credit received from private lending institutions, in the amounts and on a time phased basis as outlined in Annex D "Estimated Sources of Dollar Requirements."

b. Compute the average interest rate for direct FMS credit at the prevailing cost of money to the Government of the United States at the time each credit agreement is signed. In the event the Government of the United States provides a mix of 50% direct Foreign Military Sales credit funds and Department of Defense loan guarantees for 50% private credit financing, the interest rate for the direct Foreign Military Sales credit will be adjusted appropriately to allow the combined overall cost of money to remain compatible with the prevailing cost of money to the Government of the United States. However, with reference to the \$40 million required in U.S. fiscal year 1974, as set forth in Annex D, the Government of the United States agrees that the combined overall cost of money for the first \$30 million will be no greater than eight (8%) percent.

c. Conclude detailed credit agreements annually with the Government of Brazil in accordance with the time-phased schedule of dollar requirements contained in Annex D.

d. Sell to the Government of Brazil, upon request and in accordance with normal United States Foreign Military Sales procedures and subject to the terms and conditions of the standard United States Government Form 1513—"Letter of Offer and Acceptance," spare parts, spare engines, Government Furnished Aeronautical Equipment (GFAE), Aerospace Ground Equipment (AGE), technical data, training, source inspection for components furnished from United States sources, quality product testing, configuration management, and such material and services mutually agreed by the two Governments. The Department of Defense will provide material and services

¹ 82 Stat. 1320; 22 U.S.C. § 2751 note.

to the extent of their availability, and at the times appropriate to fulfill the estimated delivery dates shown in Annex A. To assist in configuration management and follow on support, all F-5B and F-5E aircraft sold under this Memorandum of Understanding will be identified by serial numbers to be provided by the United States Government.

e. Furnish to the Government of Brazil documentation required from the Government of the United States for the purposes of the program on a non-exclusive basis and at no cost other than the cost of reproduction, packaging, handling, and delivery to the Government of Brazil. Documentation as herein referred includes Engineering Change Proposals (ECP), general technical data and specifications, and other information acquired by the United States Government for maintenance and utilization of the equipment and which are releasable to the Government of Brazil, and not to include manufacturing or production data except as mutually agreed by the two Governments, and which it can lawfully make available to the Government of Brazil consistent with private rights. In addition, the Government of Brazil will be provided the opportunity to participate in product, component and engineering improvement and support programs for the F-5B and F-5E aircraft, as may be organized to extend or increase the useful life and operational capabilities of these aircraft.

f. Provide free of charge the use of United States Government-owned special tooling and industrial facilities when in use in plants of the United States manufacturers needed for manufacture of aircraft covered by the agreement.

g. Designate a liaison officer to work with the liaison officer appointed by the Government of Brazil, to monitor and coordinate production of the aircraft and acquisition of associated equipment, spares and support items provided under the provisions of this Memorandum of Understanding.

h. Should the USG due to unusual or compelling circumstances exercise its rights under Article A-6 of DD Form 1513 to cancel all or part of any FMS case signed by the Government of Brazil pursuant to this Memorandum of Understanding, the USG agrees to use its best efforts to eliminate or minimize the potential liability of the Government of Brazil to Northrop Corporation as a result of said cancellation.

i. The Government of the United States shall deposit in an account of the Government of Brazil, the sum of up to \$25,000.00 for each F-5E (with the peculiar Brazilian avionics and instrumentation configurations) sold by the Government of the United States to purchasers other than to the Government of Brazil and the Government of the United States for the use of its armed forces and its military assistance programs, provided that said obligation shall terminate on 31 December 1976.

3. RESPONSIBILITIES OF THE GOVERNMENT OF BRAZIL IN
PROGRAM IMPLEMENTATION

- a. The Government of Brazil will decide on the items to be procured under either United States Government Form DD 1513 procedures or directly from United States commercial suppliers.
- b. In the event Foreign Military Sales credit funds do not become available in accordance with the requirements set forth in Annex D, the Government of Brazil agrees to obtain the required financing from other sources. The Government of the United States is willing to assist in this effort if so requested by the Government of Brazil.
- c. The Government of Brazil will not sell or otherwise transfer title to or possession of any articles procured in accordance with this Memorandum of Understanding to anyone not an officer, employee, or agent authorized by the Government of Brazil, without the prior expressed written consent of the Government of the United States.
- d. The Government of Brazil shall protect any proprietary rights furnished pursuant to this Memorandum of Understanding and will insure that the legal owners of such proprietary rights shall be compensated for any use or infringement of such rights in accordance with the laws under which such proprietary rights were granted to their legal owners.
- e. Any travel or other administrative expenses performed by the United States Liaison Officer(s), at the request of the Government of Brazil will be reimbursed by the Government of Brazil.

4. SECURITY

Each Government will take all necessary steps to ensure that no classified information exchanged for the purpose of this program will be supplied by the recipient to any third party or otherwise compromised. The recipient Government will provide substantially the same degree of security protection as is afforded such information by the originating Government.

5. AMENDMENT AND IMPLEMENTATION

This Memorandum of Understanding may be amended in writing or terminated at any time by mutual agreement of the parties. Specific implementing arrangements will be drawn up as soon as practicable.

IN WITNESS WHEREOF, the duly authorized officials of the two Governments have signed this Memorandum of Understanding on this twenty-fourth day of September 1973.

JORGE DE CARVALHO E SILVA

RICHARD R. VIOLETTE

FOR THE GOVERNMENT OF
BRAZIL

FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA

ANNEX A

Estimated Delivery Dates of Aircraft Requirements at Manufacturer's PlantF-5B Trainer Aircraft A/C DeliveryF-5E Superiority Aircraft A/C

<u>Date</u>	<u>Delivery Date</u>
1—Nov 74	1—Apr 75
1—Dec 74	2—May 75
2—Jan 75	4—Jun 75
2—Feb 75	4—Jul 75
2—Mar 75	4—Aug 75
1—Apr 75	5—Sep 75
TOTAL <u>9</u>	5—Oct 75
	5—Nov 75
	5—Dec 75
	4—Jan 76
	TOTAL <u>39</u>

NOTE: This schedule prepared based on 1 September go-ahead; there will be a month for month slippage for both F-5B and F-5E aircraft until the program is directed. Due to lead time required for F-5B GFAE items, a November 1974 delivery at the plant for the first aircraft cannot be guaranteed. However, all F-5B aircraft will be delivered at the plant prior to 1 May 1975.

C130H Transport Aircraft A/C

<u>Delivery Date</u>
3—4th Qtr 1974
1—1st Qtr 1975
1—2nd Qtr 1975
2—3rd Qtr 1975
2—4th Qtr 1975
TOTAL <u>9</u>

NOTE: This schedule based on a 30 September 1973 go ahead.

ANNEX B

Estimated Cost of the F-5B/E and C-130 Aircraft Program

\$ Thousands

A. 9 F-5B Aircraft, GFAE, AGE, Spares, Technical Data, PC&H, Administrative Charge, Contract Management, CONUS Transportation and MTS	22, 508
B. 39 F-5E Aircraft, GFAE, AGE, Spares, Technical Data, Administrative Charge, PC&H, Non-recurring Charge, Training	100, 123
C. Litton INS	1, 282
TOTAL F-5B/E	123, 913
D. Balance Available for FMS Credit for ECP and Arma-ment	6, 087
E. TOTAL F-5B/E	130, 000
F. 9 C-130 Aircraft, Support Equipment and Spares	62, 300
G. GRAND TOTAL	\$192, 300

ANNEX C

Estimated Schedule of Dollar Requirements

	\$ Million		
	F-5B/E	C130	Total
US FY 1974	40. 0	23. 0	63. 0
US FY 1975	55. 0	19. 3	74. 3
US FY 1976	35. 0	20. 0	55. 0
TOTAL	130. 0	62. 3	192. 3

ANNEX D

Estimated Sources of Dollar Requirements

	Direct FMC Credit	Private Credit with DOD Guaranty	Private Credit without DOD Guaranty	Total
\$ Million				
US FY 1974				
F-5B/E	20.0	20.0	0	40.0
C-130	0	0	23.0	23.0
TOTAL FY 1974	20.0	20.0	23.0	63.0
US FY 1975				
F-5B/E	27.5	27.5	0	55.0
C-130	0	0	19.3	19.3
TOTAL FY 1975	27.5	27.5	19.3	74.3
US FY 1976				
F-5B/E	17.5	17.5	0	35.0
C-130	10.0	10.0	0	20.0
TOTAL FY 1976	27.5	27.5	0	55.0
TOTAL F-5B/E	65.0	65.0	0	130.0
TOTAL C-130	10.0	10.0	42.3	62.3
GRAND TOTAL	75.0	75.0	42.3	192.3

REPUBLIC OF KOREA
Conventional Ammunition Logistics

*Memorandum of agreement signed at Seoul
November 25, 1974;
Entered into force November 25, 1974.
With protocol.*

(2817)

TIAS 8351

MEMORANDUM OF AGREEMENT
 대한민국-미국-에서의 재래식 탄약

BETWEEN
 보급에 관한

THE GOVERNMENT OF THE UNITED STATES OF AMERICA
 대한민국 정부와 아메리카 합중국 정부간의 합의로서
 AND

THE GOVERNMENT OF THE REPUBLIC OF KOREA

CONCERNING

CONVENTIONAL AMMUNITION LOGISTICS IN THE REPUBLIC OF KOREA

The undersigned representatives of the Governments of the United States
 아태 서명한 아메리카-합중-국 정부와 대한민국 정부의 대표들은
 of America and the Republic of Korea (ROK) have agreed upon the following
 단속내에서의 탄약 보급에 관한 일반적인 사항에 관하여 아태와
 general arrangements relating to Ammunition Logistics in Korea. These
 같이 합의한다 이들 일반 사항은 첨부된 의정서에서 더욱
 general arrangements are further detailed in the attached Protocol.
 상세히 구체된다

1. The Government of the Republic of Korea (ROKG) will provide
 대한민국 정부는 현재 미 제8군이 수행하고 있는 주한
 conventional Ammunition Field Service Support to US Ground Forces in
 미 지상군에 대한 재래식 탄약의 약전 근무 지원을 제공한다
 Korea presently being provided by Eighth US Army.

2. The Government of the United States of America agrees to position
 아메리카 합중국 정부는 대한민국 국군의 20 개 사단 규모의
 a quantity of US owned conventional ammunition in the Republic of Korea to
 병력에 대한 미국이 인가한 기준의 수입분을 확보 하는데 한국
 compensate for the stockage deficit in the Republic of Korea owned stocks
 소유 재고의 부족량을 보충 하기 위하여 미국 소유의 재래식 만약을
 up to 45 days of supply at US approved rates for a Republic of Korea
 대한민국 내에 저장 할것에 합의 한다
 Armed Forces 20 division equivalent. The Government of the Republic
 대한민국 정부는 이 합의 과정을 정식으로 서명한 날자의 건원
 of Korea agrees that the War Reserve on-hand assets as of the end of
 말일 현재의 전투예비 재고량이 한국군 전후 예비량 부족량
 the month preceding the date of formal signing of this agreement will be
 산정의 시점점이 된다는 것에 합의 한다
 the starting point for computing deficits to the ROKA War Reserves. The
 아메리카 합중국 정부와 대한민국 정부는 부대 구조와 미국의
 Governments of the United States of America and the Republic of Korea
 인가된 보급율의 수경 사항을 적용 조정 하기 위하여 매년
 agree to review annually by 1 December the stockage deficit to the ROKA
 12 월 1 일 한 한국 국군의 전투 예비 부족량을 검토 할것에
 War Reserve to accommodate changes to force structures and US
 합의 한다
 approved supply rates.

3. Facilities presently being utilized for conventional ammunition support
 미 제 8군이 주한 미 지상군의 재래식 만약 지원을 위하여
 to US Ground Forces by Eighth United States Army will be selectively
 이용하고 있는 시설은 선별적으로 대한민국 정부에 이양되어
 released to the Republic of Korea Government with the understanding
 만약 이 업무를 계속 합으로서 양국 정부에게 최선의 이익을

that if conditions develop which would cause further continuance of this
 주지 못하는 사태가 발생하면 재대수리 단약을 거점하고

mission assignment not to be in the best interest of both Governments,
 주지 하는데 소요되는 지역과 시설에 대한 소유권, 관리권,

then the US Government will be permitted to recover possession, custody,
 그리고 통제권을 다시 미국과 합중국 정부가 보유하도록

and control of areas and facilities required to store and maintain US
 억용 할것을 양해한다

owned conventional ammunition stocks.

4. The Government of the United States of America will continue to exercise
 미국 소유의 재대수리 단약에 대하여
 title, operate an inventory control and maintenance point for US owned
 계획 소유권을 행사하며, 재고 통제 및 경비 통제를
 conventional ammunition stocks, and perform the functions of account-
 운영하고 이 재고 단약에 대한 재산 계정과 감사 기능을
 ability and surveillance over those stocks. The Government of the Republic
 수행한다 대한민국 정부는 미국 정부에 의거 수행되어야 함
 of Korea will provide the necessary facilities at each location where US
 감사 및 재산 계정 임무를 지원하기 위하여 미국 소유의 재대수리
 owned conventional stocks are stored to support the surveillance and
 단약이 거점되고 있는 곳 위치에 필요한 시설을 제공한다
 accountability missions which will be performed by the US Government.

5. The Government of the Republic of Korea will receive, store, provide
 대한민국 정부는 미국 정부의 요청에 의거 미국 소유의 재대수리
 security for, perform maintenance on, and ship US owned conventional
 단약을 수입하고, 거점하고, 경비를 제공하고, 경비 작업을
 ammunition stocks at the request of the US Government. In the execution
 수행하고, 적용한다 이 기능을 수행함에 있어서 대한민국
 of these functions the ROKG will comply with US regulations and
 정부는 미국 규정과 견차에 부합 봐도록 하여야 한다

and procedures. The US Government will pay a fair negotiated price

미국 정부는 제공된 용역에 대하여 공정하게 협상된 금액을

for services rendered.

지불 한다

6. The Government of the United States of America may remove the US

아メリ카 합중국 정부는 미국 소유 탄약을 한국 저장 시설 ㅂ]

owned ammunition from ROK storage facilities and from Korea, and have

한국으로부터 반출 할수 있으며 저장된 재고에 끝에 없이

access to the stored stocks without encumbrance.

접근 할수 있다

7. The release of US owned conventional ammunition for common use will

미국 소유의 재래식 탄약의 공동 사용을 위한 출출은 한미

be in accordance with joint US and ROKC emergency plans. The ammunition

합동 긴급 사태 계획에 의한다 그 외 어느 이 탄약을 저장 위치

stocks will not be otherwise moved from the storage location except by

여기 이관 해서는 알되며 상호 합의 또는 합법적으로 결정되는

mutual agreement, or by properly executed shipping directives.

직송 차지에 의한 탄약 이관은 이 여서 적외 된다

8. Specific and detailed procedures will be jointly developed between US

본 합의 각서 및 의정서의 조항을 이해하기 위한 득점

and ROKG to implement the provisions of this Agreement and the Protocol.

및 세부 절차는 한미 정부간에 합동으로 발견 시킨다.

9. This Memorandum of Agreement can be revised by joint agreement of

본 합의 각서는 서명 정부의 상호 합의에 의거 수정

the Signatory Governments.

될수 있다.

10. This Memorandum of Agreement shall enter into force on the date
 본 합의 문서는 서명과 동시에 발효 되며 종결 될때까지
 of signature hereof and shall remain in force until terminated. The
 유도 한다. 본 합의 문서는 서명 정부측의 어느 한쪽에
 Memorandum of Agreement may be terminated by either of the Signatory
 의 하여 최소한 120 일 전에 상대 서명 정부에게 통보 하고
 Governments after a minimum of 120 days advance notification has been
 그 시일이 경과 한 후 종결 될수 있다
 given the other Signatory Government.

11. This Memorandum of Agreement shall supersede and replace the
 본 합의 문서는 1969년 1월 9일자 미국 단독의 한국
 Memorandum of Understanding dated 9 January 1969 concerning storage
 시설 저장에 관한 양해 문서를 폐지 하고 대체 한다
 of US ammunition in ROK facilities. [¹]

SIGNED at Seoul, Korea in the English
 1974년 11월 25일 한국 서울에서 영문과 한국문으로
 and Korean languages, both texts being equally authentic this
 서명 하였으며, 양개국문 공히 동등한 인증을 갖는다
25th day of November, 1974.

FOR THE GOVERNMENT OF THE
 미국대사관 합중국 정부를 대표하여
 UNITED STATES OF AMERICA

Richard G. Stilwell
 RICHARD G. STILWELL
 General, USA
 Commander, United States Forces
 Korea
 주한미군사령관, 육군 대장
 리차드 스타일웰

FOR THE GOVERNMENT OF THE
 대한민국 정부를 대표하여

Suh Kyong Chul
 SUH KYONG CHUL
 Minister of National Defense
 Republic of Korea
 대한민국 국방부 장관
 서종철

¹ Not printed.

PROTOCOL TO THE

대한 민국 시설에서의

MEMORANDUM OF AGREEMENT

미국 소유 재무적 안약의

BETWEEN

수령, 저장

THE GOVERNMENT OF THE UNITED STATES OF AMERICA
소송, 재산제작, 재물조사, 검사, 비군사화, 경비, 관리

AND

나

THE GOVERNMENT OF THE REPUBLIC OF KOREA

봉출액, 관할 대한 민국 정부와 아메리카 합중국

CONCERNING

정부 관의

Receipt, Storage, Transportation, Accountability, Inventory, Surveillance,
합의 관서에 대한 의정서

Demilitarization, Maintenance, Security, and Issue of US owned

Conventional Ammunition in Republic of Korea Facilities:

The undersigned representatives of the Governments of the United States

아메리카에 서명한 대한 민국 정부와 아메리카 합중국 정부

of America and Republic of Korea have agreed upon the following detailed

내포 들은 대한 민국 시설에 현재 저장 되고 있거나 있으므로

arrangement relating to US Owned Ammunition Stocks presently in or

도입 저장될 미국 소유 안약 차고에 관한 세부 사항을

which may be later moved into Republic of Korea facilities.

아래와 같이 합의 한다.

1. The basic responsibilities as agreed by the US and ROKG, for the
 미국 소유 탄약에 대한 업무 수행을 위한 한국 정부와
 performance of functions associated with US owned stocks, are attached
 미국 정부간에 합의된 기본 책무를 수행하는 첨부된 부록 "부록 1"
 as Appendix A [1] and B. For the purpose of planning, the volume of work
 및 부록 1과 같다 계획 목적상 100,000 째톤의 재고를
 to be performed, based on 100,000 short ton stockage, is attached as
 기준한 작업량은 첨부된 부록 "부록 2"와 같다 저장 기준량은
 Appendix C. Stockage levels may vary; therefore, Appendix C will be
 가변 하기 때문에 부록 "부록 2"는 업무 수행 양과 비용의 편평을
 used as a basis for averaging performance and costs. The cost estimate,
 나는 데 근거로 사용된다 부록 "부록 2"에 입각한 비용 판단은
 based upon Appendix C, is attached as Appendix D and will be reviewed
 부록 "부록 3"와 같으며 이 비용 판단은 매년 검토하여 최근 시세에
 annually for updating.
 부합 보도록 한다.

2. General Provisions:

일반 규정

a. Receipt, Storage, and Transportation.

수입, 저장 및 수송

(1) The Government of the Republic of Korea agrees to provide
 대한민국 정부는 미국 소유 탄약의 저장을 위한

ammunition storage facilities for the storage of US ammunition stocks
 탄약 저장 시설을 무도로 제공하는데 합의한다

without charge.

(2) The Government of the Republic of Korea agrees to provide

대한민국 정부는 저장된 재고의 95%를 적절한

adequate storage facilities for 95% of the stocks stored and position only
 속내 저장 시설에 저장 합의에 합의하며, 기술 표준 9-1300-206

¹ Not printed herein. Appendices A through D are filed in the archives of the Department of State where they are available for reference.

those items in outside storage which are authorized in accordance with
 (미육군 740-1 참조) 에 의거 인가된 물품에 한하여 서면
 TM 9-1300-206 (sec AR 740-1).
 유통되며 저장한다.

- (3) The Government of the Republic of Korea agrees to insure that
 대한민국 정부는 단약 거장상의 미국의 안전 요구도를
 US safety requirements for ammunition storage are met.
 충족 하도록 보장하는 데 합의 한다.
- (4) The Government of the Republic of Korea agrees to provide
 대한민국 정부는 단약 제고에 대한 경계를 제공
 security for the ammunition stocks.
 하기와 합의 한다.
- (5) The Government of the Republic of Korea agrees to receive,
 대한민국 정부는 미국 소유 단약을 미 육군 표준에
 store, and transport US owned ammunition stocks in compliance with US
 부합 되도록 수령, 저장 그리고 수송 하기와 합의 한다.
 Army standards.

- (6) The Government of the Republic of Korea agrees that US owned
 대한민국 정부는 단미 합동 긴급 사태 계획에 따른
 stocks will not be moved from one location to another without prior
 법도 조치에 의한 경우를 제외하고는 미국 재산 책임 장교의
 approval from the US accountable officer except as may be otherwise
 사건 승인 없이 미국 소유 단약은 한 저장 지역으로부터 다른
 provided by joint US and ROK emergency plans.
 저장 지역으로 이관하지 않는다는 것에 합의한다.
- (7) The Government of the Republic of Korea agrees that the United
 대한민국 정부는 아메리카 합중국 정부가 미국 소유
 States Government may remove US owned ammunition from ROK storage
 단약을 대한민국 저장시설 및 대한민국 으로 부터 냉출 할수 있으며.

facilities and from Korea and have access to the stored stocks without
 저장된 탄약에 방해 없이 접근 할수 있음에 합의 한다
 encumbrance. If ammunition stocks are removed from ROK storage for
 만약 이 탄약을 한국 정부 외의 사용 차를 위하여 한국 저장
 the benefit of any user other than the ROK Government, the US Government
 지역으로부터 빼놓은 경우, 미국 정부는 그 탄약의 유지, 서장
 will reimburse the Government of the Republic of Korea for direct
 및 수송을 위하여 발생한 직접 비용과 그 재고의 보증을
 maintenance, storage, and transportation costs incurred as well as the
 위하여 발생한 비용을 대한민국 정부에 보상 한다
 costs incurred in the receipt of replacement stocks. Storage and
 저장 및 유지 비용은 위 1 항에 의거 산정 한다
 maintenance costs will be computed in accordance with paragraph 1 above.

(8) The Governments of the Republic of Korea and the United States
 대한민국과 아메리카 합중국의 정부는 첨부 부록 "A"에
 of America agree to perform the receipt, storage, and transportation
 명시된 수입, 저장 및 수송 업무를 수행 합것에 합의 한다
 functions outlined in Appendix A. The obligations to perform or pay for
 그 업무 수행을 위한 의무 또는 업무 수행에 대한 비용
 performance is to be expeditiously discharged.
 지불 의무는 신속히 이행 되어야 한다

(9) The Governments of the United States of America and the
 아메리카 합중국과 대한민국의 정부는 미국 소유
 Republic of Korea agree that the United States of America will furnish
 탄약의 수령, 저장 및 수송 업무에 소요되는 모든 물자를
 all supplies for the performance of receipt, storage, and transportation
 아메리카 합중국이 제공 한다는 데 합의 한다. 이렇게 제공된
 of US owned stocks. The supplies so furnished will be accounted for in
 물자는 탄약을 계정 하는 것과 같은 요령으로 재산 계정 한다
 the same manner as the ammunition stocks.

(10) The Government of the United States of America agrees to
 아메리카 합중국 정부는 도입 되는 미국 소유 탄약의
 distribute the appropriate type and quantity of incoming US owned
 올 빠른 단종과 수량을 전술 소모를 지원 하기 위하여
 ammunition to proper depot locations in the Republic of Korea to support
 한국내의 적절한 창 지역에 분배 할 것에 합의 한다
 the tactical requirements.

b. Accountability and Inventory.

자산 계정 및 재물조사

(1) The Governments of the United States of America and the Republic
 아메리카 합중국과 대한민국의 정부는 미국 소유 탄약의
 of Korea agree that accountability and inventory of US owned stocks are
 자산 계정과 재물 조사는 기본적으로 미국측 책임임에
 primarily a US responsibility. However, it is further agreed that the
 합의 한다 그러나 한주측도 한국 시설에 거장된 미국
 Republic of Korea will establish an accountability and inventory system for
 소유 탄약을 위한 자산 계정과 재물 조사 체계를 설정하고
 US owned stocks placed in Republic of Korea facilities and accept full
 거장된 탄약에 대하여 전 책임을 짊어져야 합의 한다.
 responsibility for stocks so stored.

(2) The Governments of the United States of America and the Republic
 아메리카 합중국과 대한민국의 정부는 거장된 탄약에
 of Korea agree that joint US/ROK inventories will be performed on a
 대하여 정규적으로 한미 합동 재물 조사를 실시하며, 미국
 regular basis on stocks and accountable records adjusted in accordance
 규정에 의거 재산 계정 기록을 조정 할 것에 합의 한다
 with US regulations.

(3) In the event inventory discrepancies occur between Republic of Korea and US records, a reconciliation of records or joint inventory will be conducted as necessary.

Korea and US records, a reconciliation of records or joint inventory will be conducted as necessary.

c. Surveillance.

검사

(1) The Governments of the United States of America and Republic of Korea agree that the serviceability of US owned stocks will be determined by US or US direct hire personnel and in accordance with US regulations.

(2) The Governments of the United States of America and the Republic of Korea agree that the support functions outlined in Appendix A will be

expeditiously performed according to US procedures and schedules.

수행할 것에 합의 한다

(3) The Governments of the United States of America and the Republic of Korea agree that the Government of the United States of

America will furnish all supplies and equipment for the performance of surveillance.

(4) The Government of the United States of America and the Government
 아메리카 합중국 정부와 대한민국 정부는 단일 탄약
 of the Republic of Korea agree that the Government of the Republic of
 보급 체계 실현에 따라 한국군에게 이양된 기능 시험장
 Korea shall furnish upon request for US use, in surveillance and function
 시설을 검사 및 기능 시설을 위하여 미국측의 요청시 미국측이
 testing, those range facilities turned over to ROKA under SALS-K.
 사용 할수 있도록 대한민국 정부가 제공한다는 데 합의 한다.

d. Maintenance and Demilitarization.
 정비 및 비군 사무 작업

(1) The Governments of the United States of America and the Republic
 아메리카 합중국과 대한민국의 정부는 대한민국 시설에
 of Korea agree that the performance of maintenance and demilitarization
 저장 되고 있는 미국 소유 탄약의 정비와 비군사화 작업은
 of US owned stocks stored in Republic of Korea facilities will be
 미국 국정과 결차에 따라 대한민국이 수행 할것에
 accomplished by the Republic of Korea according to US procedures and
 합의 한다. 이 작업 수행에 대한 정당한 배상은 미국
 regulations. The Republic of Korea will be paid a fair price for such
 정부가 대한민국에게 지불 한다.
 performance by the US Government.

(2) The Governments of the United States of America and Republic
 아메리카 합중국과 대한민국 정부는 단일 정비 작업
 of Korea agree that the Government of the United States of America will
 수송을 위한 모든 물자 및 장비를 아메리카 합중국 정부가
 furnish all supplies and equipment for the performance of ammunition
 제공 한다는데 합의 한다. 이명계 제공된 물자는 저축에
 maintenance. Supplies so furnished are to be used on the US owned
 의기 미국 소유 탄약에 대하여 사용 되거나, 미군 차량

ammunition as programmed or be reported to the US inventory control
동자소에 보고 하여 차례 되어야 한다

point for disposition.

e. General: The Governments of the United States of America and
일반 사항 미국과 합중국과 대한 민국의 정부는
Republic of Korea agree to jointly develop specific and detailed standing
부록 "에이" 의 각 항에 명시된 업무를 수행 하기 위한 특정
operating procedures for accomplishing the functions under each of the
및 세부 조준 업무 절차 (에노.오.피)를 합동으로 밤건
numbered paragraphs contained in Appendix A. These procedures
시킬것에 합의 한다 이를 절차는 미국 규정에
will be in compliance with US regulations.
부합 되어야 한다

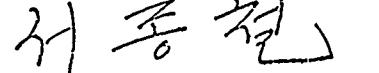
FOR THE GOVERNMENT OF THE
아메리카 합중국 정부를 대표하여
UNITED STATES OF AMERICA



RICHARD G. STILWELL
General, USA
Commander, United States Forces
Korea

주한미군사령관, 육군대장
리차드 지 스틸웰

FOR THE GOVERNMENT OF THE
대한민국 정부를 대표하여
REPUBLIC OF KOREA



SUH JYONG CHUL
Minister of National Defense
Republic of Korea

대한민국 국방부 장관
서종철

NEPAL

Education: Financing of Exchange Programs

Agreement amending the agreement of June 9, 1961.

Effectuated by exchange of notes

*Signed at Kathmandu July 10 and December 13, 1974 and May 18,
1975;*

Entered into force May 18, 1975.

The American Ambassador to the Nepalese Minister for Foreign Affairs

No. 51

KATHMANDU July 10, 1974

EXCELLENCY:

I have the honor to refer to the agreement between the United States of America and His Majesty's Government of Nepal signed June 9, 1961,[¹] for financing certain educational exchange programs, and, specifically, to Article 12 of that agreement which provides that the agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and His Majesty's Government of Nepal.

In order to authorize the Commission for Educational Exchange between the United States of America and Nepal (otherwise known as the United States Educational Foundation in Nepal as per the exchange of letters between the Embassy and the Foreign Ministry on February 14, 1963, and February 25, 1963,) [²] established by the agreement to accept and use any funds contributed from any source for educational and cultural exchange activities between our two countries, and to provide for ten board members instead of the eight presently authorized, it is proposed that the agreement be amended as follows:

1. The preamble is amended by substituting the following for the last two paragraphs:

"Considering that the Secretary of State of the United States of America may enter into an agreement for financing certain educational exchange programs from currencies of Nepal and the United States of America held or available for expenditure by the United States of America for such purposes, have agreed as follows:"

¹ TIAS 4845; 12 UST 1253.

² Not printed.

2. Article 3 is amended to read as follows:

"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, provided, however, that in no case shall a total amount of the currencies of Nepal and the United States in excess of the equivalent of the statutory limitation of \$1,000,000 (one million dollars) be expended under the terms of this agreement during any single calendar year."

3. Article 4 is amended by changing the first sentence to read as follows:

"The Commission shall consist of ten members, five of whom shall be citizens of the United States of America and five of whom shall be citizens of Nepal."

4. Article 8 is amended by deleting the first paragraph. The second paragraph of Article 8 now becomes the first paragraph and is amended to read as follows:

"The Government of the United States of America and His Majesty's Government of Nepal agree that any currency of Nepal or of the United States of America held or available for expenditure by the Government of the United States of America may be used for the purposes of this agreement."

The third paragraph of Article 8 now becomes the second paragraph and is amended to read as follows:

"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 of America for reimbursement to the treasury of the United States of America for currency of Nepal held or available for expenditure by the United States of America, or for direct payment of the currency of the United States of America."

The fourth paragraph of Article 8 now becomes the third paragraph and is amended to read as follows:

"The Secretary of State of the United States of America will make available for expenditure as authorized by the Commission currencies of Nepal and of the United States of America 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."

If the above meets with the approval of His Majesty's Government of Nepal, I have the honor to propose that this note and Your Excellency's note in reply shall constitute an agreement between our two governments which shall take effect on the date of Your Excellency's note in reply.

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

WILLIAM I. CARGO

His Excellency

CYANENDRA BAHADUR KARKI
Minister for Foreign Affairs
Kathmandu, Nepal

The Nepalese Foreign Secretary to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
HIS MAJESTY'S GOVERNMENT OF NEPAL
KATHMANDU

[SEAL]

No. PEA/35-6/4S2/1143

DECEMBER 13, 1974.

YOUR EXCELLENCY:

I have the honour to refer to your letter addressed to Honourable Foreign Minister dated July 10, 1974 in which you had proposed for certain amendments in the agreement signed on June 9, 1961 between His Majesty's Government and the Government of the United States of America on the financing of educational exchange programmes. As regards the financial aspect of the proposed amendment I have pleasure in informing you that the amendments are acceptable to His Majesty's Government except in respect of the first paragraph of article 8 in which in place of "any currency of Nepal" there should be "currency of Nepal" I believe this minor change will not in any way affect the substance of the intended change. As to the amendment in article 4 relating to the number of the members in the Commission of the respective sides, the matter is still in process and would be communicated to you as soon as a decision is made by His Majesty's Government on the subject.

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

PADMA BAHADUR KHATRI

(Major General Padam Bahadur Khatri)
Foreign Secretary

His Excellency Mr. WILLIAM I. CARGO,
American Ambassador,
American Embassy,
Kathmandu.

TIAS 8352

The Nepalese Foreign Secretary to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
HIS MAJESTY'S GOVERNMENT OF NEPAL
KATHMANDU

PEA/35-18/100/129

MAY 18, 1975.

YOUR EXCELLENCY,

I have the honour to refer to your letter addressed to the then Foreign Minister Mr. Gyanendra Bahadur Karki, dated July 10, 1974 in which you had proposed for certain amendments in the agreement signed on June 9, 1961 between His Majesty's Government and the Government of the United States of America on financing of educational exchange programmes.

As regards to the amendment in article 4 relating to the number of members in the commission of the respective sides, I have the pleasure in informing you that the amendment is acceptable to His Majesty's Government.

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

PADMA BAHADUR KHATRI

(Maj. Gen. Padma Bahadur Khatri)

Foreign Secretary

[SEAL]

His Excellency,

Mr. WILLIAM I. CARGO
American Ambassador
American Embassy
Kathmandu

DOMINICAN REPUBLIC
Agricultural Sector Loan

*Agreement signed at Santo Domingo October 16, 1974;
Entered into force October 16, 1974.*

A.I.D. Loan Number 517-T-027
LOAN AGREEMENT
BETWEEN
THE GOVERNMENT OF THE DOMINICAN REPUBLIC
AND
THE UNITED STATES OF AMERICA
FOR
AGRICULTURAL SECTOR LOAN

Dated: OCTOBER 16, 1974

ALLIANCE FOR PROGRESS
LOAN AGREEMENT
Dominican Republic—Agricultural Sector Loan
AID Loan Number 517-T-027

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Loan agreement dated October 16, 1974, between the GOVERNMENT OF THE DOMINICAN REPUBLIC ("Borrower") and the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE I

The Loan

SECTION 1.01. The Loan. A.I.D. agrees to lend to the Borrower in furtherance of the Alliance for Progress and pursuant to the Foreign Assistance Act of 1961, as amended, [¹] an amount not to exceed twelve million United States dollars (\$12,000,000) ("Loan") to assist the Borrower in carrying out the Program referred to in Section 1.02 ("Program").

The Loan shall be used exclusively to finance United States dollar costs of goods and services required for the Program ("Dollar Costs") and local currency costs of goods and services required for the program ("Local Currency Costs"). The aggregate amount of disbursements under the Loan is hereinafter referred to as "Principal".

SECTION 1.02. The Program. The Loan shall be used by the Borrower to assist in financing an Agricultural Sector Program designed to stimulate the continued development of its agricultural sector. The program consists of the following Elements and Activities:

1. The Credit Element, which will permit the expansion of credit and agricultural input availability to small farmers, is composed of the following Activities:

a. The Small Farm Credit Activity will provide through government and private institutions additional agricultural credit to small farmers who are now outside the institutional credit system.

b. The Input/Marketing Credit Activity will enable government and private institutions to finance the purchase of agricultural inputs from suppliers and the sale of such inputs to small farmers. Funds from this Activity will assist in financing improvements to the marketing of said inputs.

2. The Marketing Research/Farm Management Element will finance the creation of a Market Research/Information Office and a Farm Management Office within the Secretariat of State for Agriculture. The first will assist small farmers in establishing prices and in marketing crops; the second will assist small farmers in improving their farm yields by introducing to them modern agricultural methods.

¹ 75 Stat. 424; 22 U.S.C. § 2151 note. [Footnote added by the Department of State.]

3. The Human Resources Element is composed of the following Activities:

a. The Vocational Education Activity will assist in the establishment of new agricultural vocational facilities which will provide new agricultural vocational education opportunities.

b. The Professional Education Activity will assist in expanding the range and depth of professional competence through the development of additional university curricula in the field of agriculture.

4. The Feeder Roads Element will assist in financing the construction and improvement of certain feeder and access roads utilizing labor-intensive methods and securing the maximum participation of the roads' beneficiaries.

The Loan funds shall be apportioned among the Program Elements (and their respective Activities) as follows: Credit—\$9,050,000 (Small Farm Credit Activity—\$6,000,000; Input Credit Activity—\$3,050,000); Marketing/Farm Management—\$300,000; Human Resources—\$1,650,000 (Vocational Education Activity—\$150,000; Professional Education Activity—\$1,500,000); and Feeder Roads—\$1,000,000. The amounts set forth in this paragraph may be adjusted upward or downward, with prior A.I.D. written concurrence.

The Program is more fully described in Annex I, attached hereto, incorporated herein by reference, which Annex may be modified, consistent with the foregoing, by agreement of the representatives of Borrower and A.I.D. designated under Section 9.02 of this Agreement. The goods and services to be financed under the Loan shall be listed in the implementation letters referred to in Section 9.03 ("Implementation Letters").

SECTION 1.03. Executing and Implementing Agencies. The Borrower hereby designates the Secretariat of State for Agriculture ("SEA") as the executing agency for purposes of carrying out the overall Program. SEA shall designate as implementing agencies the following: SEA, the Agricultural Bank ("Ag. Bank"), the Dominican Development Foundation ("DDF"), the Cooperative Development and Credit Institute ("IDECOOP"), the Central Bank through its Fund for Economic Development ("FIDE"), and the Secretariat of State for Public Works ("SOP") ("Implementing Agencies"). These agencies shall carry out the various Elements/Activities of the Program, as is more fully described in Annex I. Nothing provided herein shall be deemed to prohibit the Borrower from assigning an activity presently vested in a particular implementing agency pursuant to the provisions of Annex I to another implementing agency or suitable entity; provided, however, that such a transfer of activities shall have the prior written concurrence of A.I.D.

SECTION 1.04. Use of Funds Generated by Other United States Assistance. The Borrower shall use for the Program, in lieu of any United States dollars that would otherwise be disbursed under the

Loan to finance the Local Currency Costs of the Program, any currencies other than United States dollars that may become available to the Borrower after the date of this Agreement in connection with assistance (other than the Loan) provided by the United States of America to the Borrower to the extent and for the purposes that A.I.D. and the Borrower may agree in writing. Any such funds used for the Program shall reduce the amount of the Loan, (to the extent that it shall not then have been disbursed) by an equivalent amount of United States dollars computed, as of the date of the agreement between A.I.D. and the Borrower as to the use of such funds, at the rate of exchange in effect on the date on which the pesos become available.

ARTICLE II

Loan Terms

SECTION 2.01. Interest. The Borrower shall pay to A.I.D. interest which shall accrue at the rate of two percent (2%) per annum for ten years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance shall accrue from the date of each respective disbursement (as such date is defined in Section 7.04), and shall be computed on the basis of a 365-day year. Interest shall be payable semiannually. The first payment of interest shall be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

SECTION 2.02. Repayment. The Borrower shall repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement hereunder in sixty-one (61) approximately equal semiannual installments of Principal and interest. The first installment of Principal shall be payable nine and one-half (9½) years after the date on which the first interest payment is due in accordance with Section 2.01. A.I.D. shall provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.03. Application, Currency, and Place of Payment. All payments of interest and Principal hereunder shall be made in United States dollars and shall be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, all such payments shall be made to the Agency for International Development, Cashier (SER/CONT), Washington, D.C. 20523, United States of America and shall be deemed made when received.

SECTION 2.04. Prepayment. Upon payment of all interest and refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 2.05. Renegotiation of the Terms of the Loan. In the light of the undertakings of the United States of America, and the other signatories of the Act of Bogota ^[1] and the Charter of Punta del Este ^[2] to forge an Alliance for Progress, the Borrower agrees to negotiate with A.I.D., at such time or times as A.I.D. may request, an acceleration of the Loan in the event that there is any significant improvement in the internal and external economic and financial position and prospects of the Dominican Republic, taking into consideration the relative capital requirements of the Dominican Republic and of the other signatories of the Act of Bogota and the Charter of Punta del Este.

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Initial Disbursement. Prior to the first disbursement or to the issuance of the first Letter of Commitment under the Loan, the Borrower shall furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of the Legal Advisor to the Borrower, or of other counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of the Borrower, and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms;

(b) A statement of the names of the persons holding or acting in the office of the Borrower specified in Section 9.02 and a specimen signature of each person specified in such statement.

(c) Evidence that the Ag. Bank has lowered its maximum loan limit to an amount not in excess of \$50,000 per loan;

(d) Evidence of arrangements by the Ag. Bank to insure that the applicable maximum loan limit (now or in the future) will not be circumvented by the making of multiple loans to the same subborrower, directly or indirectly; and

(e) Evidence that the Central Bank has established a discount rate for agricultural loans, which rate is lower than the discount rate for commercial or industrial loans.

SECTION 3.02. Condition Precedent to Disbursement for Small Farm Credit Activity. Prior to any disbursement or the issuance of any commitment documents under the Loan for the Small Farm Credit Activity, A.I.D. shall have received in form and substance satisfactory to A.I.D. the criteria to be followed by each implementing agency in making subloans to eligible small farmers pursuant to this Activity.

¹ Department of State Bulletin, Oct. 3, 1960, p. 537.

² Department of State Bulletin, Sept. 11, 1961, p. 462. [Footnotes added by the Department of State.]

SECTION 3.03. Conditions Precedent to Disbursement for Input Credit Activity. Prior to any disbursement or the issuance of any commitment documents under the Loan for the Input Credit Activity, A.I.D. shall have received in form and substance satisfactory to A.I.D.:

- (a) A statement of the supply and inventory procedures to be followed by IDECOOP and SEA;
- (b) Evidence of the designation of trained managers to administer input distribution points;
- (c) Evidence of the selection of appropriately located cooperatives and extension stations; and
- (d) A statement of the terms and conditions applicable to input credit and prices.

SECTION 3.04. Condition Precedent to Disbursement for the Marketing Research/Farm Management Element. Prior to any disbursement or the issuance of any commitment documents under the loan for the Marketing Research/Farm Management Element, A.I.D. shall have received in form and substance satisfactory to A.I.D. evidence that a Market Research/Information Office and a Farm Management Office have been created within SEA.

SECTION 3.05. Conditions Precedent to Disbursement for the Vocational Education Activity. Prior to any disbursement or the issuance of any commitment documents under the Loan for the Vocational Education Activity, A.I.D. shall have received in form and substance satisfactory to A.I.D., a plan for the establishment on a pilot basis of an agricultural vocational training program, which plan shall include inter alia:

- (a) The organization of the training program;
- (b) The personnel to be required including their qualifications;
- (c) The technical assistance requirements and how said requirements will be met; and
- (d) Criteria for the selection of the people to be trained.

SECTION 3.06. Condition Precedent to Disbursement (Other than for Technical Assistance) for the Professional Education Activity. Prior to any disbursement or the issuance of any commitment documents under the Loan for the Professional Education Activity (other than for technical assistance), A.I.D. shall have received in form and substance satisfactory to A.I.D. a plan providing for the upgrading of the professional faculty of the participating universities.

SECTION 3.07. Conditions Precedent to Disbursement for the Feeder Roads Element. Prior to any disbursement or the issuance of any commitment documents under the Loan for the Feeder Roads Element, A.I.D. shall have received in form and substance satisfactory to A.I.D., an agreement between SEA and SOP (acting for Caminos Vecinales), which shall set forth:

- (a) The specific responsibilities of each party for the implementation of the feeder and penetration road program;
- (b) The contribution of SOP to said road program including the provision of necessary road construction equipment and additional personnel; and
- (c) Satisfactory plans for the construction and maintenance of the feeder and penetration roads constructed under the Program.

SECTION 3.08. Terminal Dates for Meeting Conditions Precedent to Disbursement.

1. If all of the conditions specified in Section 3.01 shall not have been met within 120 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by giving written notice to the Borrower. Upon the giving of such notice, this Agreement and all obligations of the parties hereunder shall terminate.

2. If all of the conditions specified in Sections 3.02 through 3.07 shall not have been met within 180 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the amount of the Loan designated for use in the Loan Element (or Activity) or Elements (or Activities) for which conditions precedent were not met, or may terminate this Agreement by giving written notice to the Borrower. In the event of a termination of the Agreement, upon the giving of notice, the Borrower shall immediately repay the Principal then outstanding and shall pay any accrued interest and, upon receipt of such payments in full, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 3.09. Notification of Meeting of Conditions Precedent to Disbursement. A.I.D. shall notify the Borrower upon determination by A.I.D. that the conditions precedent to disbursement specified in Sections 3.01 through 3.07 have been met.

ARTICLE IV

General Covenants and Warranties

SECTION 4.01. Execution of the Program.

1. The Borrower shall carry out the Program with due diligence and efficiency, and in conformity with sound engineering, construction, financial, administrative, planning and management practices. In this connection, the Borrower shall at all times employ suitably qualified and experienced consultants and other personnel for the Program.

2. The Borrower shall cause the Program to be carried out in conformity with all of the plans, documents, specifications, contracts, schedules, statements and other arrangements, and with all modifications therein, approved by A.I.D. pursuant to this Agreement.

SECTION 4.02. Borrower's Contribution to the Program. The Borrower shall contribute in a manner satisfactory to A.I.D. not less than \$21,900,000 or such an amount as may be acceptable to A.I.D., and all other resources required for the punctual and effective carrying out of the Program.

SECTION 4.03. Continuing Consultation. The Borrower and A.I.D. shall cooperate fully to assure that the purpose of the Loan will be accomplished. To this end, the Borrower and A.I.D. shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Program, the performance by the Borrower and the Implementing Agencies of their obligations under this Agreement, the performance of the consultants, contractors and suppliers engaged in the Program, and other matters relating to the Program.

SECTION 4.04. Management. The Borrower shall provide qualified and experienced management acceptable to A.I.D., for the Program, and it shall train such staff as may be appropriate for the maintenance and operation of the Program.

SECTION 4.05. Operation and Maintenance. The Borrower shall operate, maintain and repair the facilities constructed in conformity with sound engineering, financial and administrative practices and in such manner as to insure the continuing and successful achievement of the purposes of the Program.

SECTION 4.06. Taxation. This Agreement, the Loan, and any evidences of indebtedness issued in connection herewith shall be free from, and the Principal and interest shall be paid without deduction for and free from, any taxation or fees imposed under the laws in effect within the Dominican Republic. Ratification of this Agreement by the Congress of the Dominican Republic shall constitute Congressional approval and authorization for the inclusion of such exemptions in such contracts to be financed hereunder, and no further Congressional approval or authorization for such contracts by reason of the inclusion of such exemptions shall be required. Nonetheless, and to the extent that (a) any contractor, including any consulting firm, any personnel of such contractor financed hereunder, and any property or transactions relating to such contracts, and (b) any commodity procurement transaction financed hereunder, are not exempt from identifiable taxes, tariffs, duties, and other levies imposed under laws in effect in the country of the Borrower, the Borrower shall, as and to the extent prescribed in and pursuant to Implementation Letters, pay or reimburse the same under Section 4.02 of this Agreement with funds other than those provided under the Loan.

SECTION 4.07. Utilization of Goods and Services.

(a) Goods and services financed under the Loan shall be used exclusively for the Program, except as A.I.D. may otherwise agree in writing. Upon completion of the Program, or at such other time as goods financed under the Loan can no longer usefully be employed

for the Program, the Borrower may use or dispose of such goods in such manner as A.I.D. may agree to in writing prior to such use or disposition.

(b) Except as A.I.D. may otherwise agree in writing, no goods or services financed under the Loan shall be used to promote or assist any foreign aid project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such use.

SECTION 4.08. Disclosure of Material Facts and Circumstances. Borrower represents and warrants that all facts and circumstances that it has disclosed or caused to be disclosed to A.I.D. in the course of obtaining the Loan are accurate and complete, and that it has disclosed or caused to be disclosed to A.I.D., accurately and completely all facts and circumstances that might materially affect the Program and the discharge of its obligations under this Agreement. The Borrower shall promptly inform A.I.D. of any facts and circumstances that may hereafter arise that might materially affect, or that it is reasonable to believe might materially affect, the Program or the discharge of the Borrower's obligations under this Agreement.

SECTION 4.09. Commissions, Fees, and Other Payments.

(a) Borrower warrants and covenants that in connection with obtaining the Loan, or taking any action under or with respect to this Agreement, it has not paid, and will not pay or agree to pay, nor to the best of its knowledge has there been paid nor will there be paid or agreed to be paid by any other person or entity, commissions, fees, or other payments of any kind, except as regular compensation to the Borrower's full-time officers and employees or as compensation for bona fide professional, technical, or comparable services. The Borrower shall promptly report to A.I.D. any payment or agreement to pay for such bona fide professional, technical, or comparable services to which it is a party or of which it has knowledge (indicating whether such payment has been made or is to be made on a contingent basis), and if the amount of any such payment is deemed unreasonable by A.I.D., the same shall be adjusted in a manner satisfactory to A.I.D.

(b) The Borrower warrants and covenants that no payments have been or will be received by the Borrower, or any official of the Borrower, in connection with the procurement of goods and services financed hereunder, except fees, taxes, or similar payments legally established in the country of the Borrower.

SECTION 4.10. Maintenance and Audit of Records. The Borrower shall maintain, or cause to be maintained, by the Implementing Agencies, in accordance with sound accounting principles and practices consistently applied, books and records relating both to the Program and to this Agreement. Such books and records shall, without limitation, be adequate to show:

- (a) Disbursement of Borrower's and A.I.D.'s contribution to the Special Segregated Program Account ("SSPA") to be established as set forth in the Implementation Letters;
- (b) Disbursements made from the SSPA to SEA and the Implementing Agencies;
- (c) The receipt and use made by SEA and the Implementing Agencies of funds disbursed pursuant to this Agreement;
- (d) The nature and extent of solicitations of prospective suppliers of goods and services acquired;
- (e) The basis of the award contracts and orders to successful bidders; and
- (f) The progress of the Program.

Such books and records shall be regularly audited, in accordance with sound auditing standards, for such period and at such intervals as A.I.D. may require, and shall be maintained for five years after the date of the last disbursement by A.I.D. or until all sums due A.I.D. under this Agreement have been paid, whichever date shall first occur.

SECTION 4.11. Reports. The Borrower shall furnish or cause to be furnished to A.I.D. such information and reports relating to the Loan and to the Program as A.I.D. may request.

SECTION 4.12. Inspections. The authorized representatives of A.I.D. shall have the right at all reasonable times to inspect the Program, the utilization of all goods, facilities, and services financed under the Loan or by the Borrower's contribution, and the books, records, and other documents of the Borrower and of the Implementing Agencies relating to the Program and the Loan. The Borrower shall cooperate with A.I.D. to facilitate such inspections and shall permit representatives of A.I.D. to visit any part of the country of the Borrower for any purpose relating to the Loan.

ARTICLE V

Special Covenants and Warranties

SECTION 5.01 Lowering of the Ag. Bank's Maximum Loan Limit. Borrower covenants and agrees to cause the Ag. Bank, unless A.I.D. and Borrower otherwise agree in writing, to lower its maximum loan limit to:

- (a) \$25,000 per loan on or before October 1, 1975; and
- (b) \$10,000 per loan for agricultural production and \$20,000 per loan for all other types of lending on or before October 1, 1976.

SECTION 5.02 Study of Basic Problems of Land Tenure. Unless A.I.D. otherwise agrees in writing, Borrower shall complete by September 1975 a systematic study of land use policies and practices in the Dominican rural sector, which study shall examine these questions in relation to long-range production goals, focusing on areas such as land sales, titling procedures, taxation and land utilization patterns.

ARTICLE VI

Procurement

SECTION 6.01. Procurement from Selected Free World Countries.

Except as A.I.D. may otherwise agree in writing, and except as provided in subsection 6.08 (c) with respect to marine insurance, disbursements made pursuant to Section 7.01 shall be used exclusively to finance the procurement for the Program of goods and services having their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts are entered into for such goods and services ("Selected Free World Goods and Services"). All ocean shipping financed under the Loan shall have both its source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time of shipment.

SECTION 6.02. Procurement from the Dominican Republic. Disbursement made pursuant to Section 7.02 shall be used exclusively to finance the procurement for the Program of goods and services having both their source and origin in the Dominican Republic.

SECTION 6.03. Eligibility Date. Except as A.I.D. may otherwise agree in writing, no goods or services may be financed under the Loan which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement.

SECTION 6.04. Goods and Services Not Financed under Loan. Goods and services procured for the Program, but not financed under the Loan, shall have their source and origin in countries included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time orders are placed for such goods and services.

SECTION 6.05. Implementation of Procurement Requirements. The definitions applicable to the eligibility requirements of Sections 6.01, 6.02 and 6.04 will be set forth in detail in Implementation Letters.

SECTION 6.06. Plans, Specifications, and Contracts.

(a) Except as A.I.D. may otherwise agree in writing, the Borrower shall furnish to A.I.D. promptly upon preparation, all plans, specifications, construction schedules, bid documents, and contracts relating to the Program, and any modifications therein, whether or not the goods and services to which they relate are financed under the Loan.

(b) Except as A.I.D. may otherwise agree in writing, all of the plans, specifications and construction schedules furnished pursuant to subsection (a) above shall be approved by A.I.D. in writing.

(c) All bid documents and documents related to the solicitation of proposals relating to goods and services financed under the Loan shall be approved by A.I.D. in writing prior to their issuance. All plans, specifications and other documents relating to goods and services financed under the Loan shall be in terms of United States standards and measurements, except as A.I.D. may otherwise agree in writing.

(d) The following contracts financed under the Loan shall be approved by A.I.D. in writing prior to their execution:

- (i) Contracts for engineering and other professional services,
- (ii) contracts for construction services,
- (iii) contracts for such other services as A.I.D. may specify, and
- (iv) contracts for such equipment and materials as A.I.D. may specify.

In the case of any of the above contracts for services, A.I.D. shall also approve in writing the contractor and such contractor personnel as A.I.D. may specify. Material modifications in any of such contracts and changes in any of such personnel shall also be approved by A.I.D. in writing prior to their becoming effective.

(e) Consulting firms used by the Borrower for the Program but not financed under the Loan, the scope of their services and such of their personnel assigned to the Program as A.I.D. may specify, and construction contractors used by the Borrower for the Program but not financed under the Loan shall be acceptable to A.I.D.

SECTION 6.07. Reasonable Price. No more than reasonable prices shall be paid for any goods or services financed, in whole or in part, under the Loan, as more fully described in Implementation Letters. Such items shall be procured on a fair and, except for professional services, on a competitive basis in accordance with procedures therefore prescribed in Implementation Letters.

SECTION 6.08. Shipping and Insurance.

(a) Selected Free World Goods financed under the Loan shall be transported to the country of the Borrower on flag carriers of any country included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of shipment.

(b) Unless A.I.D. shall determine that privately-owned United States-flag commercial vessels are not available at fair and reasonable rates for such vessels:

- (i) At least fifty percent (50%) of the gross tonnage of Selected Free World Goods financed under the Loan and transported on ocean vessels from United States ports (computed separately for dry bulk carriers, dry cargo liners and tankers) shall be transported on privately-owned United States-flag commercial vessels and at least fifty percent (50%) of the gross freight revenue generated by ocean shipments of Selected Free World Goods financed under the Loan and transported on dry cargo liners from the United States ports shall be paid to or for the benefit of privately-owned United States-flag commercial vessels; and
- (ii) at least fifty percent (50%) of the gross tonnage of all Selected Free World Goods financed under the Loan and

transported on ocean vessels from non-United States ports (computed separately for dry bulk carriers, dry cargo liners and tankers) shall be transported on privately-owned United States-flag commercial vessels; and at least fifty percent (50%) of the gross freight revenue generated by ocean shipments of Selected Free World Goods financed under the Loan and transported on dry cargo liners from non-United States ports shall be paid to or for the benefit of privately-owned United States-flag commercial vessels.

(c) Marine insurance on Selected Free World Goods may be financed under the Loan with disbursements made pursuant to Section 7.01, provided (i) such insurance is placed at the lowest available competitive rate in the Dominican Republic or in a country included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time of placement, and (ii) claims thereunder are payable in freely convertible currency. If in connection with the placement of marine insurance on shipments financed under United States legislation authorizing assistance to other nations, the country of the Borrower, by statute, decree, rule or regulation, favors any marine insurance company of any country over any marine insurance company authorized to do business in any state of the United States of America, Selected Free World Goods, financed under the Loan shall during the continuance of such discrimination be insured against marine risk in the United States of America with a company or companies authorized to do a marine insurance business in any state of the United States of America.

(d) The Borrower shall insure, or cause to be insured, all Selected Free World Goods financed under the Loan against risk incident to their transit to the point of their use in the Program. Such insurance shall be issued upon terms and conditions consistent with sound commercial practice, shall insure the full value of the goods, and shall be payable in the currency in which such goods were financed or in any freely convertible currency. Any indemnification received by the Borrower under such insurance shall be used to replace or repair any material damage or any loss of the goods insured or shall be used to reimburse the Borrower for the replacement or repair of such goods. Any such replacements shall have their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts are entered into for such replacements, and shall be otherwise subject to the provisions of this Agreement.

SECTION 6.09. Notification to Potential Suppliers. In order that all United States firms shall have the opportunity to participate in furnishing goods and services to be financed under the Loan, the Borrower shall furnish to A.I.D. such information with regard thereto, and at such times, as A.I.D. may request in Implementation Letters.

SECTION 6.10. United States Government-Owned Excess Property. The Borrower shall utilize, with respect to goods financed under the Loan to which the Borrower takes title at the time of procurement, such reconditioned United States Government-Owned Excess Property as may be consistent with the requirements of the Program and as may be available within a reasonable period of time. The Borrower shall seek assistance from A.I.D., and A.I.D. will assist the Borrower in ascertaining the availability of and in obtaining such Excess Property. A.I.D. will make arrangements for any necessary inspection of such property by the Borrower or its representative. The costs of inspection and of acquisition, and all charges incident to the transfer to the Borrower of such Excess Property, may be financed under the Loan. Prior to the procurement of any goods, other than Excess Property, financed under the Loan and after having sought such A.I.D. assistance, the Borrower shall indicate to A.I.D. in writing, on the basis of information then available to it, either that such goods cannot be made available from reconditioned United States Government-Owned Excess Property on a timely basis or that the goods that can be made available are not technically suitable for use in the Program.

SECTION 6.11. Information and Marking. Borrower shall give publicity to the Loan and the Program as a program of United States aid in furtherance of the Alliance for Progress, identify the Program sites, and mark goods financed under the Loan, as prescribed in Implementation Letters.

ARTICLE VII

Disbursements

SECTION 7.01. Disbursement for United States Dollar Costs—Letters of Commitment to United States Banks. Upon satisfaction of conditions precedent, the Borrower may, from time to time, request A.I.D. to issue Letters of Commitment for specified amounts to one or more United States banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, through the use of Letters of Credit or otherwise, for Dollar Costs of goods and services procured for the Program in accordance with the terms and conditions of this Agreement. Payment by a bank to a contractor or supplier will be made by the bank upon presentation of such supporting documentation as A.I.D. may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Borrower and may be financed under the Loan.

SECTION 7.02. Disbursement for Local Currency Costs. Upon satisfaction of conditions precedent, the Borrower may, from time to time, request disbursement by AID of local currency for Local Cur-

rency Costs of goods and services procured for the Program in accordance with the terms and conditions of this Agreement by submitting to A.I.D. such supporting documentation as A.I.D. may prescribe in Implementation Letters. A.I.D. shall make such disbursements from local currency of the country of the Borrower owned by the U.S. Government and attained by A.I.D. with United States dollars. The United States dollar equivalent of the local currency made available hereunder will be the amount of United States dollars required by A.I.D. to obtain the currency of the country of the Borrower.

SECTION 7.03. Other Forms of Disbursement. Disbursements of the Loan may also be made through such other means as the Borrower and A.I.D. may agree to in writing.

SECTION 7.04. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur (a) in the case of disbursements pursuant to Section 7.01, on the date on which A.I.D. makes a disbursement to the Borrower, to its designee, or to a banking institution pursuant to a Letter of Commitment and (b) in the case of disbursements pursuant to Section 7.02, on the date on which A.I.D. disburses the local currency to the Borrower or its designee.

SECTION 7.05. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no Letter of Commitment, or other commitment documents which may be called for by another form of disbursement under Section 7.03, or amendment thereto shall be issued in response to requests received by A.I.D. after March 1, 1977, and no disbursement shall be made against documentation received by A.I.D. or any bank described in Section 7.01 after a date three years subsequent to the date of the Agreement ("Terminal Date"). A.I.D., at its option, may at any time or times after the Terminal Date, reduce the Loan by all or any part thereof for which documentation was not received by such date.

ARTICLE VIII

Cancellation and Disbursement

SECTION 8.01. Cancellation by the Borrower. The Borrower may, with the prior written consent of A.I.D., by written notice to A.I.D., cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse, or (ii) which has not then been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit.

SECTION 8.02. Events of Default; Acceleration. If any one or more of the following events ("Events of Default") shall occur:

- (a) The Borrower shall have failed to pay when due any interest or installment of Principal required under this Agreement;
- (b) The Borrower shall have failed to comply with any other provision of this Agreement, including, but without limita-

- tion, the obligation to carry out the Program with due diligence and efficiency;
- (c) The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement or any other agreement between the Borrower or any of its agencies and A.I.D., or any of its predecessor agencies,

then A.I.D. may, at its option, give to the Borrower notice that all or any part of the unrepaid Principal shall be due and payable sixty (60) days thereafter, and, unless the Event of Default is cured within such sixty (60) days:

- (i) Such unrepaid Principal and any accrued interest hereunder shall be due and payable immediately; and
- (ii) the amount of any further disbursements made under then outstanding irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

SECTION 8.03. Suspension of Disbursement. In the event that at any time:

- (a) An Event of Default has occurred;
- (b) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purpose of the Loan will be attained or that the Borrower will be able to perform its obligations under this Agreement; or
- (c) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.;
- (d) The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Borrower or any of its agencies and the Government of the United States or any of its agencies;

Then A.I.D. may, at its option:

- (i) Suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit, in which event A.I.D. shall give notice to the Borrower promptly thereafter;
- (ii) decline to make disbursements other than under outstanding commitment documents;
- (iii) decline to issue additional commitment documents;
- (iv) at A.I.D.'s expense, direct that title to goods financed under the Loan shall be transferred to A.I.D. if the goods are from a source outside the country of the Borrower, are in a deliverable state and have not been offloaded in ports of entry of the country of the Borrower. Any dis-

busement made or to be made under the Loan with respect to such transferred goods shall be deducted from Principal.

SECTION 8.04. Cancellation by A.I.D. Following any suspension of disbursements pursuant to Section 8.03, if the cause or causes for such suspension of disbursements shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 8.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement, or acceleration of repayment, the provisions of this Agreement shall continue in full force and effect until the payment in full of all Principal and any accrued interest hereunder.

SECTION 8.06. Refunds.

- (a) In the case of any disbursement not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement not made or used in accordance with the terms of this Agreement, A.I.D. notwithstanding the availability or exercise of any of the other remedies provided for under this Agreement, may require the Borrower to refund such amount in United States dollars to A.I.D. within thirty days after receipt of a request therefore. Such amount shall be made available first for the cost of goods and services procured for the Program hereunder, to the extent justified; the remainder, if any, shall be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder. Notwithstanding any other provision in this Agreement, A.I.D.'s right to require a refund with respect to any disbursement under the Loan shall continue for five years following the date of such disbursement.
- (b) In the event that A.I.D. receives a refund from any contractor, supplier, or banking institution, or from any other third party connected with the Loan, with respect to goods or services financed under the Loan, and such refund relates to an unreasonable price for goods or services, or to goods that did not conform to specifications, or to services that were inadequate, A.I.D. shall first make such refund available for the cost of goods and services procured for the Program hereunder, to the extent justified, the remainder to be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder.

SECTION 8.07 Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection

with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 8.02 may be charged to the Borrower and reimbursed to A.I.D. in such manner as A.I.D. may specify.

SECTION 8.08. Nonwaiver of Remedies. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of any such rights, powers or remedies.

ARTICLE IX

Miscellaneous

SECTION 9.01. Communications. Any notice, request, document, or other communication given, made, or sent by the Borrower or A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable, or radiogram and shall be deemed to have been duly given, made or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegrams, cable, or radiogram at the following addresses:

To BORROWER:

Mail Address: Secretaría de Estado de Agricultura
Santo Domingo, Dominican Republic
Cable Address: Secretaría de Agricultura
Santo Domingo

To A.I.D.

Mail Address: USAID Mission to the Dominican Republic
Santo Domingo, Dominican Republic
Cable Address: USAID Santo Domingo

Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications, and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 9.02. Representatives. For all purposes relative to this Agreement, the Borrower will be represented by the individual holding or acting in the office of Secretary of State for Agriculture and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID Mission to the Dominican Republic. Such individuals shall have the authority to designate additional representatives by written notice. In the event of any replacement or other designation of a representative hereunder, Borrower shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Borrower designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive

evidence that any action effected by such instrument is duly authorized.

SECTION 9.03. Implementation Letters. A.I.D. shall from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 9.04. Promissory Notes. At such time or times as A.I.D. may request, the Borrower shall issue promissory notes or such other evidences of indebtedness with respect to the Loan, in such form, containing such terms and supported by such legal opinions as A.I.D. may reasonably request.

SECTION 9.05. Spanish and English Versions. In the event that the parties hereto also execute this Agreement in the Spanish language, then in cases of ambiguity or conflict between the English and Spanish versions, the English version of this Agreement shall control.

SECTION 9.06. Termination upon Full Payment. Upon payment in full of the Principal and of any accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under this Loan Agreement shall terminate.

IN WITNESS WHEREOF, Borrower and the United States of America, each acting through its respective duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

THE GOVERNMENT OF THE
DOMINICAN REPUBLIC

By: JOAQUIN BALAGUER

Joaquin Balaguer

Title: *President*

By: CARLOS E. AQUINO G.

Carlos E. Aquino G.

Title: *Secretary of State
for Agriculture*

By: DIÓGENES H. FERNÁNDEZ

Diógenes H. Fernández

Title: *Governor, Central Bank
of the Dominican Republic*

By: JOSÉ ANDRÉS AYBAR
CASTELLANOS

José Andrés Aybar

Castellanos

Title: *General Administrator,
Agricultural Bank of
the Dominican Republic*

THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

By: ROBERT A. HURWITCH

Robert A. Hurwitch

Title: *Ambassador*

By: JOHN BECKWITH
ROBINSON

John Beckwith Robinson

Title: *Director, USAID Mission
of the Dominican Republic*

ANNEX I

Program Description

I. BACKGROUND AND OBJECTIVES

A. Background

The Agricultural Sector Assessment prepared by the Secretariat of State for Agriculture (SEA) has identified and studied in detail several major constraints impeding the fuller development of agriculture in the Dominican Republic, and has proposed remedies for resolving these problems in its 1974 Agricultural Sector Program ("Dominican Ag Sector Program"). The Government of the Dominican Republic has acknowledged and emphasized that this Dominican Ag Sector Program has a high priority, which will require the investment of increased domestic and external resources. This Loan is designed to assist the Dominican Government, acting through the Secretariat of Agriculture, in its efforts to overcome progressively four of the major constraints identified by the Assessment, namely:

- Scarcity and inequity in credit availability to small farmers and to the agricultural sector as a whole in comparison with other sectors.
- Limited use of modern production inputs.
- Deficiencies in the marketing system.
- Underutilization of human resources due to lack of basic farm skills, and an inadequate base of qualified agriculturalists at the professional level.

B. The Program

The Program to be financed under this Agreement ("Program") is derived from the Agricultural Sector Assessment and addresses the four major constraints described above. The Program is comprised of the Elements and Activities described in Section 1.02 of this Agreement, which are intended primarily to benefit small farmers, that is, those farmers working farm units of 32 hectares or less (hereinafter, the "Target Group").

Said Program Elements and Activities have been formulated as a cooperative effort between the Borrower and A.I.D. to help achieve the objectives of the Dominican Ag Sector Program which are to:

- Increase agricultural production for domestic consumption;
- increase the productivity of small farmers;
- increase employment in agriculture in the rural areas;
- develop the institutional and human resources needed to sustain agricultural growth and development; and,
- raise and more equitably distribute rural income.

II. IMPLEMENTATION OF THE LOAN

A. General

1. The Program to be financed under this Loan will be carried out by those agencies and organizations specified in Section 1.03 of this Agreement. The Secretariat of Agriculture, designated in Section 9.02 of the Loan Agreement as the Borrower's Representative, shall be the principal executing agency for purposes of coordinating the activities to be undertaken pursuant to this Agreement.

2. An Annual evaluation of the Program will be completed, in conjunction with A.I.D. pursuant to Section 4.04 of this Agreement, at a time to be specified by Letter of Implementation.

B. Program Cost

1. The total cost of the Program is RD\$33,900,000, with the respective contributions of the Borrower and A.I.D. identified below in Table I. The amounts shown as the Borrower's contribution to the Program will be budgeted and made available in accordance with Table I.

2. Pesos or dollars scheduled for disbursement in a given calendar year pursuant to the provisions of this Annex may, with the approval of A.I.D., be disbursed in the preceding or subsequent calendar years, provided that such change is in accordance with the needs of the Program, and provided further that the general relationship between Borrower and A.I.D. contribution to the Program is maintained. Any reduction in the Borrower's yearly contribution from that shown in Table I, shall be made only with the consent of A.I.D., and may affect the availability of the A.I.D. contribution for that year.

TABLE I
(In Thousands)

	CY 74	CY 75	CY 76	CY 77	Total
AID Total	435	4,065	4,080	3,420	12,000
Dollars		725	725	500	1,950
Pesos	435	3,340	3,355	2,920	10,050
Borrower Total (Pesos)	835	6,635	7,440	6,990	21,900
Total	1,270	10,700	11,520	10,410	33,900

3. By mutual written agreement between Borrower and A.I.D., the peso amounts (commingled funds) shown hereafter in this Annex for use by a given Implementing Agency for a specified Program Element, Activity and Sub-Activity may be reallocated to another Implementing Agency or Program Element, Activity or Sub-Activity. Any such adjustment shall be reflected in an appropriate change in implementation targets.

C. Program Description—General:

For purposes of implementation of the Program in general, and the preceding adjustment provisions, the Program Elements, Activities and Sub-Activities shall be as follows:

<u>Program Element</u>	<u>Activity</u>	<u>Sub-Activity by Implementing Agency</u>
1. Credit-----	Small Farm Credit	<u>SEA</u> Commercial Bank/Custodial Accounts Operating Costs <u>Ag. Bank</u> SEA Supervised Credit Ag. Bank Portfolio Operating Costs Training <u>DDF</u> Small Farm Credit
	Input/Marketing Credit	SEA Input Credit via Extension System <u>IDECOOP</u> Input Credit via Cooperatives Central Bank Input/Marketing Credit
2. Marketing Research/Farm Management	Marketing Research/ Farm Management	<u>SEA</u> Marketing Research/Farm Management
3. Human Resources	Vocational Education Professional Education	<u>SEA</u> Vocational Education <u>SEA with UCMM*</u> and <u>UNPHU**</u> Professional Education
4. Feeder Roads	Feeder Roads-----	Rural Feeder Roads Division (Caminos Vecinales)—SOP Feeder Roads

* Universidad Católica Madre y Maestra

** Universidad Nacional Pedro Henríquez Ureña

D. Program Description by Element

1. Credit—Small Farm and Input/Marketing Credit

a. Purpose. To provide additional credit to those members of the Target Group who previously have had no, or limited access to institutional credit and to increase the availability of agricultural inputs to small farmers.

b. Financial Contribution. The Borrower and A.I.D. will contribute the amounts set forth below during the years indicated to finance the Credit Element of the Program.

TABLE II(a)
(In thousands)

	CY 74	CY 75	CY 76	CY 77	Total
AID Total	405	3,010	3,025	2,610	9,050
Dollars	—	—	—	—	—
Pesos	,405	3,010	3,025	2,610	9,050
Borrower Total (Pesos)	705	4,690	4,505	4,090	13,990
Total	1,110	7,700	7,530	6,700	23,040

c. Activity Expenditures. Commingled funds will be expended in the periods shown in order to finance the various Credit Activities and Sub-Activities indicated below.

TABLE II(b)
(In Thousands—RD\$)
Activity: Small Farm Credit

	CY 74	CY 75	CY 76	CY 77	Total
<u>Sub-Activity by Implementing Agency</u>					
<u>SEA</u>					
Operating Costs-----	80	500	500	500	1,580
Commercial Bank Custodial Accounts-----	60	660	660	620	2,000
<u>Ag. Bank</u>					
Operating Costs-----	160	980	980	980	3,100
Training-----	60	200	—	—	260
SEA Supervised Credit-----	190	950	970	890	3,000
Ag. Bank Portfolio-----	310	1,670	1,670	1,350	5,000
<u>DDF</u>					
Small Farm Credit-----	60	660	660	620	2,000
Sub-Total-----	920	5,620	5,440	4,960	16,940

Activity: Input/Marketing Credit

	CY 74	CY 75	CY 76	CY 77	Total
<u>SEA</u>					
Input Credit via Extension System-----	30	200	170	—	400
<u>IDEKOOP</u>					
Input Credit via Cooperatives-----	40	520	540	500	1,600
<u>Central Bank (FIDE)</u>					
Input/Marketing Credit-----	120	1,360	1,380	1,240	4,100
Sub-Total-----	190	2,080	2,090	1,740	6,100
Grand Total Credit-----	1,110	7,700	7,530	6,700	23,040

d. Implementation

(1) Small Farm Credit Activity

The Sub-Activities of SEA's "Commercial Bank/Custodial Account", the Ag Bank's "SEA Supervised Credit" and "Ag Bank Portfolio", and DDF's "Small Farm Credit" will receive a total allocation of RD\$12,000,000 of commingled funds to be used for small farm credits as follows: SEA RD\$2,000,000, Agricultural Bank RD\$8,000,000, and DDF RD\$2,000,000. These funds are intended to benefit approximately 32,500 small farmers of the Target Group over the operational period of the Program. The targets for each Implementing Agency are as follows:

<u>SEA</u>	Commercial Custodial Accounts	4,000	small farm beneficiaries
<u>Ag Bank</u>			
SEA Supervised Credit	8,500	"	"
Regular Portfolio	14,300	"	"
<u>DDF</u>	5,700	"	"
	<u>32,500</u>		

Small farm credit activity targets are based on an average subloan of RD\$350 per beneficiary, except for the SEA "Commercial Bank/Custodial Account" Sub-Activity which anticipates a RD\$500 per beneficiary average. A low subloan beneficiary figure will be maintained throughout the Program in order to reach the largest practical number of small farmers with Program funds.

In addition, the Program to be carried out hereunder includes the adoption and execution of group lending techniques by SEA and the Ag Bank favoring small farmers, and various administrative and organizational changes by the Implementing Agencies in order to be fully responsive to small farm needs. Such additional changes shall be further described in Implementation Letters.

Additional to these Program funds, it is estimated that approximately RD\$13,600,000 of the Ag Bank's own resources will be directed to small and medium size farmers over the operational period of the Loan based on changes in credit policy pursuant to Sections 3.01(c) and 5.01 of this Loan Agreement.

(a) Operating Costs. These funds are to be utilized to defray the additional costs incurred by SEA and the Ag Bank in staffing the additional personnel necessary to deliver and administer the small farm credit funds. RD\$1,580,000 is allocated to SEA to cover the staffing of approximately 100 new credit/extension agents, 10 new clerical/bookkeeping personnel and 5 new supervisors. RD\$3,-100,000 is allocated to the Ag Bank to cover the cost of staffing approximately 150 new credit agents, 80 new clerical/bookkeeping personnel and 15 new supervisors. While no program funds are

budgeted for DDF for additional staff, DDF will provide from its own resources the additional staff needed to administer, efficiently and promptly, the small farm credit funds for which it is responsible.

In addition to the above, SEA agrees to appoint a person, agreeable to A.I.D., who will serve as Credit Coordinator for all Program credit activities.

(b) Training. RD\$260,000 is allocated to the Ag Bank to undertake an intensive training program for all new Ag Bank and SEA program personnel, approximately 360 in total, in small farm credit analysis and operations. Existing personnel of both organizations are to be provided training as necessary. The DDF will render maximum practical assistance to the implementation of this training Sub-Activity by having SEA and Ag Bank personnel observe its field operations, and by making available its systems and procedures for processing group lending applications and other measures as appropriate.

(2) Input/Marketing Credit Activity

The Sub-Activities of SEA's "Input Credit via Extension System", IDECOOP's "Input Credit via Cooperatives", and the Central Bank's "Input/Marketing Credit" will receive a total allocation of RD\$6,100,000 of commingled funds for input/marketing credit purposes as follows: SEA—RD\$400,000, IDECOOP—RD\$1,-600,000 and Central Bank—RD\$4,100,000. Approximately 7,300 small farm units are expected to benefit from the use of agricultural inputs to be made available under this Program Activity and approximately 40 small agribusiness processing, storage and distribution sub-projects will be assisted. The input targets for each Implementing Agency are to be as follows:

SEA

Input Credit via Extension

	Station	1,100	small farmer beneficiaries
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IDEKOOP

	Input Credit via Cooperatives	4,200	"	"	"
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Central Bank

	Input/Marketing Credit	2,000	"	"	"
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		7,300			
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With respect to the RD\$400,000 allocated to SEA and the RD\$1,600,000 allocated to IDECOOP, an agricultural inputs supply distribution system is to be established at approximately 20-25 selected agricultural extension stations and farm cooperatives for the purpose of reaching small farmers who otherwise would not normally have access to such inputs. The specific distribution points will be

designated by SEA who will be directly responsible for this Sub-Activity. Pursuant to Section 3.03 of this Loan Agreement, the system and procedures to be utilized in distributing these inputs, including the pricing system, is to be prepared by SEA and submitted for AID's approval, as further described by Implementation Letter.

The RD\$4,100,000 allocated to the Central Bank is to be channeled through FIDE, via its participating commercial banks and financial organizations, for relending to agricultural input suppliers and to small scale processing, storage, and distribution of agricultural subprojects. Approximately RD\$1,000,000 of this sum is intended to finance some 40 small agribusiness processing, storage, and distribution subprojects. The remainder (RD\$3,100,000) will help finance agricultural inputs and ultimately benefit some 2,000 small farmers. The specific uses and criteria to be applied in the relending of these funds is to be set forth in a memorandum of understanding between SEA and the Central Bank and concurred to by A.I.D.

The purpose of this Sub-Activity, through the private sector, is to augment the distribution of agriculture inputs by supplying needed financing, and to assist financially small agricultural processing and marketing subprojects that otherwise would be unlikely to receive such credit on reasonable terms and conditions.

2. Marketing Research—Farm Management

a. Purpose. To strengthen the institutional capability of SEA to respond more effectively to the problems of small farmers by the operation of an effective Marketing Research/Farm Management program in order to increase farm production and raise farm income.

b. Financial Contribution. The Borrower and A.I.D. will contribute the amounts set forth below during those years indicated to finance the Marketing Research/Farm Management Element of the Program.

TABLE III(a)

(In Thousands)

RDS

	CY 74	CY 75	CY 76	CY 77	Total
AID Total	—	150	150	—	300
Dollars	—	150	150	—	300
Pesos	—	—	—	—	—
Borrower Total (Pesos)	50	300	300	300	950
Total	50	450	450	300	1,250

c. Activity Expenditures. Commingled funds will be expended in the periods shown in order to finance the various Marketing Research/farm Management Sub-Activities indicated below.

TABLE III(b)
 (In Thousands—RD\$)
Activity: Market Research/Farm Management

	CY 74	CY 75	CY 76	CY 77	Total
<u>Sub-Activity by Implementing Agency</u>					
<u>SEA</u>					
Development of Market Research/Information Division and Office of Farm Management	50	450	450	300	1,250
<u>Grand Total Market Research/Farm Management</u>	<u>50</u>	<u>450</u>	<u>450</u>	<u>300</u>	<u>1,250</u>

d. Implementation

(1) Market Research/Information

SEA will reorganize its Division of Economics to establish an Office for Market Research and Information as required by Section 3.04 of this Agreement. SEA, with the peso program funds specified above, will hire the necessary personnel to staff this office and, with the dollar funds made available hereunder, contract the technical assistance needed to develop the institutional capacity and skill required to identify and correct agricultural marketing/distributional problems as they affect farm income, consumer prices and the availability of critical agricultural inputs. Further, SEA will utilize the technical assistance contract to train market research/information personnel on-the-job and, as necessary, for training abroad. The technical assistance will extend to CEDOPEX and INESPRES as regards their activities affecting the exportation, importation and price stabilization of commodities.

A general marketing study will be undertaken, with the assistance of the technical assistance contractor, to serve as a basis for programs that will include provision of credit for improved marketing operations, assistance to public markets in management, training of wholesalers and retailers, promotion of processing/storage enterprises, establishment of legal standards for weights, measures and purity, and consumer education on better nutritional values. As improved marketing information is developed, the Market Research/Information Office will begin regular broadcasts through the radio networks as discussed below.

(2) Farm Management

SEA also agrees to establish within the reorganized Division of Economics, an Office of Farm Management pursuant to Section

3.04 of this Agreement. This office should be staffed, at the national level, with approximately three professionals to undertake micro-economic farm analysis, crop production and soil science studies. SEA agrees also to staff approximately 22 professionals in the field as regional or subregional farm management specialists, responsible for executing micro-analysis, developing recommended management practices for farms in the regions, and coordinating the dissemination of farm management information through the extension system and radio outreach programs. The national level technicians will train the regional personnel in techniques of micro-economic analysis, crop production, market analysis and farm management, and will evaluate recommended farm practices and information programs before public release.

The farm management group should survey the technological data on crop production by region, in close cooperation with SEA's Research Department. The farm management group should also develop plans for dissemination of information to farmers, continuing the research necessary to develop profitable production packages, where they do not exist or where necessary to improve or alter them. Coordination with research, extension, credit and marketing activities is to be an integral part of this activity.

SEA undertakes to obtain additional technical assistance to reinforce its own capabilities in farm management from the Center for Agricultural Technology, Investigation and Training (CATIE) in Turrialba, Costa Rica. It is anticipated this supplementary assistance will be provided by other donors such as the OAS.

In support of both its Marketing Research and Farm Management efforts and to broaden the base of information available to farmers, merchants and consumers, SEA should expand the present level of radio broadcasts providing information on such topics as the following:

- Current and future market prices.
- Where and how to obtain credit and inputs.
- Basic agronomic information on crops as appropriate—and how to use extension services to acquire the technical assistance to produce these crops.
- Information on nutritional values of food crops.

3. Human Resources Development

a. Purpose. To provide new expanded vocational education opportunities through SEA and to assist in upgrading the university-professional level agricultural curricula offered by Dominican universities.

b. Financial Contribution. The Borrower and A.I.D. will contribute the amounts set forth below during those years indicated to finance the Human Resources Element of the Program.

TABLE IV(a)
(In Thousands)
RD\$

	CY 74	CY 75	CY 76	CY 77	Total
AID Total	—	575	575	500	1,650
Dollars	—	575	575	500	1,650
Pesos	—	—	—	—	—
GODR Pesos	50	315	305	290	960
Total	50	890	880	790	2,610

c. Activity Expenditures. Commingled funds will be expended in the periods shown in order to finance the various Vocational Education/Professional Education Sub-Activities indicated below.

TABLE IV(b)
(In Thousands—RD\$)

Activity: Vocational Education/Professional Education

	CY 74	CY 75	CY 76	CY 77	Total
<u>Sub-Activity by</u> <u>Implementing Agency</u>					
<u>SEA</u>					
Creation of a Pilot Vocational Educational Program	50	310	300	210	870
Development of a Professional Education Program	—	580	580	580	1,740
<u>Grand Total Vocational Education/Professional Education</u>	50	890	880	790	2,610

d. Implementation

(1) Vocational Education

To provide better vocational skill opportunities to small farmers, a Vocational Education Training Project will be initiated by SEA in order to begin the vocational training of rural people at a rate of approximately 2,000 persons per year by 1975. In this respect and in accordance with Section 3.04 of this Agreement, SEA will prepare an operational plan, for submission and approval by A.I.D., describing the program and activities required to accomplish this task. SEA, utilizing peso program funds totaling RD\$720,000 will be responsible for establishing a Vocational Education Office consisting of a Project Director and including five Technical Supervisors and necessary supporting staff at the National Agricultural

Training Center in San Cristóbal. Loan dollar funded technical assistance approximating \$150,000 will be provided during the course of the program and will consist of approximately 24 man-months of vocational agriculture specialist services. Such services will be used to assist the SEA Project Director and his staff in the training of instructors, the design of course curriculum and the preparation of materials for vocational training, and assist in the preparation and execution of evaluation and follow-up activities.

(2) Professional Education

To improve the professional agricultural education capability of local universities, SEA undertakes to introduce more advanced agricultural studies in the country. To assist in this task and in accordance with Section 3.06 of this Agreement, dollar Loan funds totaling some \$450,000 will be used to obtain appropriate technical assistance from an eligible educational institution. SEA agrees to enter into a contractual arrangement with a U.S. or other eligible university to provide two full-time advisers to work with UNPHU, UCMM, other universities as appropriate, and SEA on program development and curriculum planning on present course offerings and on new fields of study which are expected to include the following:

- Food Technology and Production (e.g., UCMM/ISA)
- Dairy Science and Production (e.g., UCMM/ISA)
- Tropical Horticulture (e.g., UCMM/ISA)
- Agriculture Economics and Marketing (e.g., UNPHU)
- Agricultural Education (e.g., UNPHU)

The principal advisory activities to be financed will consist of (a) curriculum development and (b) faculty development. The former will include: (1) Identification of additional academic disciplines to be offered by each university; (2) identification of specific courses of study to be developed for each new specialty; and (3) the matching of these courses of study with local instructors so that Dominican faculty members sent to the United States for training, will be assigned to the instructional programs according to plan. The latter training element based on the plans for curriculum development and projected professional manpower requirements in agriculture, will provide for the post-graduate degree training in U.S. universities of approximately 10 faculty members per year. Dollar program funds of approximately \$1,050,000 will be made available for such graduate training, and approximately RD\$240,000 of peso program funds for language training and related local costs.

In addition to the above mentioned full-time field staff, the U.S. contractor will provide approximately 24 man-months of short-term consultant services in fields such as administration and curriculum development. The services of a part-time, U.S. based coordinator for the U.S. university group may be included in the contract if required.

4. Feeder Roads

a. Purpose. To increase the Government's capacity to construct and improve feeder and access roads in selected rural areas.

b. Financial Contribution. The Borrower and A.I.D. will contribute the amounts set forth below during those years indicated to finance the Feeder Roads Element of the Program.

TABLE V(a)
(In Thousands—RD\$)

	CY 74	CY 75	CY 76	CY 77	Total
AID Total	30	330	330	310	1,000
Dollars	—	—	—	—	—
Pesos	30	330	330	310	1,000
GODR Pesos	30	330	330	310	1,000
Total	60	660	660	620	2,000

c. Activity Expenditures. Commingled funds will be expended in the periods shown in order to finance the Feeder Roads Sub-Activity indicated below.

TABLE V(b)
(In Thousands—RD\$)
Activity: Feeder Roads

	CY 74	CY 75	CY 76	CY 77	Total
Sub-Activity by Implementing Agency					
Secretariat of Public Works, Feeder/Access Road Construc- tion	60	660	660	620	2,000
Grand Total Feeder Roads Element	60	660	660	620	2,000

d. Implementation

Approximately 137 kilometers of additional secondary and penetration roads are to be built over the operational period of the Loan with the above funds. These funds are to be used for construction costs only and for roads beyond those already budgeted for construction by the GODR. All other resources needed to carry out this program will be funded from Caminos Vecinales' normal operating budget, presently budgeted at some RD\$1,200,000 a year. To the maximum practical extent, labor intensive methods should be employed in the construction of the roads built with program resources so as to

utilize excess labor among the small farmer group in areas known to have a high proportion of small farmer population density. In consultation with SEA who will have a major role in identifying the agricultural areas needing such road work, Caminos Vecinales agrees to develop a work plan, acceptable to A.I.D., identifying the type of road, the areas of construction, and length of roads to be constructed with program funds.

III. GENERAL

Additional to the Specific Program Elements, Activities and Sub-Activities herein described, there are other aspects of the Program not specifically mentioned which are essential to achievement of Loan objectives. Thus, the Borrower will consult with A.I.D. on those additional credit measures mutually deemed important to attain the credit objectives of the Program.

One such specific measure to be reviewed during 1974 will be the establishment of a Guaranteed Loan Fund (GLF) or similar guaranty program for agricultural credit purposes. RD\$5,000,000 of program peso funds have been allocated for this purpose as follows: CY 1975—RD\$1,000,000, CY 1976—RD\$2,000,000, and CY 1977—RD\$2,000,000.

A.I.D. will also consult with Borrower from time to time on organizational and management improvements of the respective Implementing Agencies in order to insure that Program objectives are attained in a timely and efficient manner.

Préstamo de la A.I.D. Número 517-T-027

**ACUERDO DE PRESTAMO
ENTRE
LA REPUBLICA DOMINICANA
Y
LOS ESTADOS UNIDOS DE AMERICA
PARA
EL PRESTAMO AL SECTOR AGRICOLA**

Fecha: 16 DE OCTUBRE DE 1974

**ALIANZA PARA EL PROGRESO
ACUERDO DE PRESTAMO**

República Dominicana—Préstamo al Sector Agrícola
Préstamo de la A.I.D. Número 517-T-027

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Acuerdo de Prestamo fechado el 16 de octubre de 1974 entre la REPUBLICA DOMINICANA ("Prestatario"), y los ESTADOS UNIDOS DE AMERICA, actuando a través de la AGENCIA PARA EL DESARROLLO INTERNACIONAL ("A.I.D.").

ARTICULO I

El Préstamo

SECCION 1.01. El Préstamo. La A.I.D. por este medio conviene en prestar al Prestatario en fomento de la Alianza para el Progreso y de conformidad con el Acta de Ayuda Extranjera de 1961 y sus enmiendas una suma que no exceda doce millones de dólares de los Estados Unidos (\$12,000,000) ("Préstamo") para asistir al Prestatario a llevar a cabo el Programa referido en la Sección 1.02 ("Programa"). El Préstamo deberá ser usado exclusivamente para financiar en dólares de los Estados Unidos el costo de bienes y servicios requeridos para el Programa ("Costo en Dólares") y el costo en moneda local de bienes y servicios requeridos para el Programa ("Costo en Moneda Local"). La suma total de los desembolsos en virtud de este Acuerdo será llamada en lo adelante el "Capital".

SECCION 1.02. El Programa. El Préstamo deberá ser usado por el Prestatario para respaldar el financiamiento del programa del sector agrícola proyectado para estimular el desarrollo continuo del sector agrícola. El Programa está compuesto de los siguientes Componentes y Actividades:

1. El Componente de Crédito, el cual permitirá la expansión de la disponibilidad de créditos e insumos agrícolas a los pequeños agricultores compuesto de las siguientes Actividades:

a. La Actividad de Crédito a Pequeños Agricultores proveerá a través de instituciones oficiales y privadas crédito adicional a pequeños agricultores quienes se encuentran ahora fuera del sistema de crédito institucional.

b. La Actividad de Crédito de Insumo/Mercadeo permitirá a las instituciones oficiales y privadas financiar la compra de los suplidores de insumos agrícolas y vender estos insumos a los pequeños agricultores. Los fondos de esta Actividad asistirán en el financiamiento para el mejoramiento del mercadeo de dichos insumos.

2. El Componente de Estudio de Mercadeo/Administración de Finca financiará la creación de una Oficina de Estudios de Mercadeo/Información y una Oficina de Administración de Finca dentro de la Secretaría de Estado de Agricultura. La primera ayudará a los pequeños agricultores a establecer los precios y en el mercadeo de sus

cosechas; la segunda ayudará a los pequeños agricultores a mejorar la producción de sus fincas por medio de la introducción de métodos agrícolas modernos.

3. El Componente de Recursos Humanos está compuesto de las siguientes Actividades:

a. La Actividad de Educación Vocacional asistirá en la creación de nuevas facilidades vocacionales agrícolas las cuales proveerán nuevas oportunidades de educación vocacional agrícola.

b. La Actividad de Educación Profesional asistirá en la expansión del alcance y profundidad de la capacidad profesional a través del desarrollo de nuevos planes de estudios universitarios adicionales en el campo agrícola.

4. El Componente de Caminos Vecinales asistirá en el financiamiento de la construcción y mejoramiento de algunos caminos vecinales utilizando métodos intensivos de mano de obra y obteniendo al máxima participación de los beneficiarios de dichos caminos.

Los fondos del Préstamo deberán ser divididos entre los Componentes del Programa (y sus Actividades respectivas) como sigue: Crédito—\$9,050,000 (Actividad de Crédito a Pequeños Agricultores—\$6,000,000; Actividad de Crédito para Insumos—\$3,050,000); Mercadeo/Administración de Fincas—\$300,000; Recursos Humanos—\$1,650,000 (Actividad de Educación Vocacional—\$150,000; Actividad de Educación Profesional—\$1,500,000); y Caminos Vecinales—\$1,000,000. Las sumas indicadas en este párrafo pueden ajustarse hacia arriba o hacia abajo, con el previo consentimiento por escrito de la A.I.D.

El Programa está descrito mas ampliamente en el Anexo I, adjunto al presente documento, el cual forma parte integral de este Acuerdo, y podrá ser modificado por escrito por los representantes del Prestatario y de la A.I.D. designados de acuerdo a la Sección 9.02 de este Acuerdo. Los bienes y servicios a ser financiados por el Préstamo deberán ser especificados en las cartas de implementación mencionadas en la Sección 9.03 ("Cartas de Implementación").

SECCION 1.03. Agencias Administradoras y Ejecutoras. El Prestatario por este medio nombra a la Secretaría de Estado de Agricultura ("SEA") como la agencia administradora para el fin de llevar a cabo el Programa total. SEA deberá nombrar como agencias ejecutoras las siguientes: SEA, el Banco Agrícola ("Banco Ag"), la Fundación Dominicana de Desarrollo ("FDD"), el Instituto de Desarrollo y Crédito Cooperativo ("IDECOOP"), el Banco Central a través de su departamento del Fondo de Inversiones para el Desarrollo Económico ("FIDE"), y la Secretaría de Estado de Obras Públicas ("SOP") ("Agencias Ejecutoras"). Estas agencias deberán llevar a cabo los distintos Componentes/Actividades del Programa como se describe más ampliamente en el Anexo I. Nada de lo aquí expresado deberá considerarse como una prohibición al Prestatario de reasignar una actividad actualmente asignada a una agencia ejecutora específica de

acuerdo a las estipulaciones del Anexo I a otra agencia ejecutora u entidad aceptable, siempre que dicha transferencia de actividades haya sido previamente aprobada por escrito por la A.I.D.

SECCION 1.04. Uso de Fondos Generados por Otra Asistencia de los Estados Unidos. El Prestatario deberá usar para el Programa en vez de dólares de los Estados Unidos que de otra manera serían desembolsados bajo el Préstamo para financiar el costo en moneda local del Programa, cualquier moneda que no sea dólares de los Estados Unidos que el Prestatario encuentre disponible después de la fecha del Acuerdo en conexión con la asistencia (que no sea el Préstamo) proveída por los Estados Unidos al Prestatario, hasta el límite y para los propósitos que la A.I.D. y el Prestatario puedan acordar por escrito. Cualesquiera de dichos fondos usados para el Programa deberá reducir el monto del Préstamo (hasta donde no haya sido entonces desembolsado) en una suma equivalente en dólares de los Estados Unidos computada desde la fecha del Acuerdo entre la A.I.D. y el Prestatario para el uso de tales fondos según la tarifa de cambio vigente al momento de hacerse disponibles los pesos.

ARTICULO II

Términos del Préstamo

SECCION 2.01. Interés. El Prestatario deberá pagar a la A.I.D. intereses que se acumularán al dos por ciento (2%) por año durante los primeros diez años después de la fecha del primer desembolso bajo este Acuerdo, y al tres por ciento (3%) por año de ahí en adelante sobre el balance pendiente del Capital y sobre cualquier interés vencido y no pagado. Intereses sobre el balance pendiente deberán acumularse desde la fecha de cada desembolso respectivo (como tal fecha es definida en la Sección 7.04), y deberán ser computados sobre la base de un año de 365 días. Los intereses deberán ser pagaderos semestralmente. El primer pago de intereses vencerá y será pagadero a más tardar seis (6) meses después del primer desembolso bajo este Acuerdo, en la fecha que especifique la A.I.D.

SECCION 2.02. Pago. El Prestatario deberá amortizar a la A.I.D. sodentro de cuarenta (40) años desde la fecha del primer desembolso bajo este Acuerdo en sesenta y un (61) pagos semestrales aproximadamente iguales de Capital e intereses. El primer pago vencerá y será pagadero nueve años y medio (9½) después del vencimiento del primer pago de intereses de acuerdo con la Sección 2.01. La A.I.D. proveerá al Prestatario con una tabla de amortización de acuerdo con esta Sección después del desembolso final bajo este Préstamo.

SECCION 2.03. Aplicación, Moneda y Lugar de los Pagos. Todos los pagos de intereses y Capital bajo este Acuerdo deberán ser hechos en dólares de los Estados Unidos y serán aplicados primero al pago de intereses vencidos y después para amortizar el Capital. A menos que la A.I.D. acordara otra cosa por escrito, todos dichos pagos deberán

ser hechos a la Agencia para el Desarrollo Internacional, Cajero (SER/CONT), Washington, D.C. 20523, Estados Unidos de América, y se considerarán como efectuados cuando hayan sido recibidos.

SECCION 2.04. Pago Anticipado. Al pagarse todos los intereses y los reembolsos vencidos, el Prestatario podrá pagar anticipadamente sin sanciones todas o cualquiera parte del Capital. Cualquier pago anticipado será aplicado a los pagos pendientes del Capital en orden inverso a su vencimiento.

SECCION 2.05. Renegociación de los Términos del Préstamo. A la luz de los compromisos asumidos por el Gobierno de los Estados Unidos de América y los demás signatarios del Acta de Bogotá y de la Carta de Punta del Este para forjar una Alianza para el Progreso, el Prestatario acuerda que negociará con la A.I.D. lo concerniente a la aceleración del reembolso del Préstamo en cualquier momento o momentos, según pueda requerirlo la A.I.D., en caso de que haya mejoría significativa en la economía interna y externa y posición financera y prospectos de la República Dominicana, tomando en consideración los requerimientos capitales relativos de la República Dominicana y de los otros signatarios del Acta de Bogotá y de la Carta de Punta del Este.

ARTICULO III

Requisitos Previos al Desembolso

SECCION 3.01. Requisitos Previos al Inicio de los Desembolsos. Con anterioridad al primer desembolso o a la emisión de la primera Carta de Compromiso bajo este Préstamo, el Prestatario deberá proveer a la A.I.D. en forma y substancia satisfactorias a la A.I.D.:

(a) Una opinión del Consultor Jurídico del Prestatario o de otro consejero aceptable a la A.I.D. que este Acuerdo ha sido propiamente autorizado y/o ratificado por y ejecutado en nombre del Prestatario y que constituye una obligación válida y legalmente obligatoria del Prestatario de acuerdo con todos sus términos;

(b) Una declaración con los nombres de las personas que ostentan o actúan en representación del Prestatario según se especifica en la Sección 9.02, y un facsímil de la firma de cada persona descrita en dicha declaración;

(c) Prueba de que el Banco Agrícola ha disminuido el tope máximo de sus préstamos a una suma que no exceda los \$50,000 por préstamo;

(d) Prueba de que el Banco Agrícola ha hecho arreglos para asegurar que el tope límite de préstamo aplicable (ahora o en el futuro) no sea violado haciendo préstamos múltiples al mismo sub-prestatario, directa o indirectamente; y

(e) Prueba de que el Banco Central ha establecido un tipo de redescuento para préstamos agrícolas mas bajo que los tipos de redescuento para préstamos comerciales e industriales.

SECCION 3.02 Requisitos Previos a los Desembolsos para la Actividad de Crédito a Pequeños Agricultores. Con anterioridad a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo para la Actividad de Crédito a Pequeños Agricultores, la A.I.D. deberá haber recibido en forma y substancia satisfactorias a la A.I.D. los criterios que seguirá cada Agencia Ejecutora al hacer sub-préstamos a pequeños agricultores elegibles de conformidad con esta Actividad.

SECCION 3.03. Requisitos Previos a los Desembolsos para la Actividad de Crédito para Insumos. Con anterioridad a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo para la Actividad de Crédito para Insumos, la A.I.D. deberá haber recibido en forma y substancia satisfactorias a la A.I.D.:

- (a) Un informe del IDECOOP y del SEA sobre los procedimientos de suministro e inventario que utilizarán;
- (b) Prueba de la designación de un administrador capacitado para administrar los centros de distribución de insumos;
- (c) Prueba de la selección de cooperativas y centros de extensión que estén bien ubicados; y
- (d) Un informe sobre los términos y condiciones aplicables a los créditos y precios de los insumos.

SECCION 3.04. Requisitos Previos a los Desembolsos para el Componente de Mercadeo/Administración de Fincas. Con anterioridad a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo para el Componente de Mercadeo/Administración de Fincas, la A.I.D. deberá haber recibido en forma y substancia satisfactorias a la A.I.D. prueba que dentro de SEA se han establecido las oficinas de Investigación de Mercadeo/Información y de Administración de Fincas.

SECCION 3.05. Requisitos Previos a los Desembolsos para la Actividad de Educación Vocacional. Con anterioridad a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo para la Actividad de Educación Vocacional, la A.I.D. deberá haber recibido en forma y substancia satisfactorias a la A.I.D. el plan piloto básico para establecer el programa de entrenamiento vocacional agrícola, dicho plan deberá incluir inter alia:

- (a) La organización del programa de entrenamiento;
- (b) El personal requerido y capacidad de estos;
- (c) La asistencia técnica requerida y como se obendrá dicha asistencia; y
- (d) Criterio para la selección de las personas que serán entrenadas.

SECTION 3.06. Requisitos Previos a los Desembolsos (que no sean para Asistencia Técnica) para la Actividad de Educación Profesional.

Con anterioridad a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo para la Actividad de Educación Profesional (que no sea para Asistencia Técnica), la A.I.D. deberá haber recibido en forma y substancia satisfactorias a la A.I.D. un plan que establezca el mejoramiento del cuerpo de catedráticos de las universidades participantes.

SECCION 3.07. Requisitos Previos a los Desembolsos para el Componente de Caminos Vecinales. Con anterioridad a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo para el Componente de Caminos Vecinales, la A.I.D. deberá haber recibido en forma y substancia satisfactorias a la A.I.D. un acuerdo entre SEA y SOP (actuando a nombre de Caminos Vecinales) el cual deberá establecer:

- (a) Las responsabilidades específicas de cada parte para la ejecución del programa de caminos vecinales;
- (b) La contribución de SOP a dicho programa de caminos incluyendo el aporte necesario de equipo de construcción de carreteras y personal adicional; y
- (c) Planes satisfactorios para la construcción y mantenimiento de los caminos vecinales construidos bajo el Programa.

SECCION 3.08. Plazo Final para el Cumplimiento de los Requisitos Previos.

(1) Si todos los requisitos previos requeridos en la Sección 3.01 no han sido cumplidos en los ciento veinte (120) días siguientes a la firma de este Acuerdo o en cualquier fecha posterior que la A.I.D. acuerde por escrito, la A.I.D. a su opción, podría terminar este Acuerdo dando aviso por escrito al Prestatario. Al dar dicho aviso, este Acuerdo y todas las obligaciones de las partes contratantes finalizarán.

(2) Si todos los requisitos previos requeridos en las Secciones 3.02 hasta la 3.07 no han sido cumplidos a los ciento ochenta (180) días de vigencia de este Acuerdo o en cualquier fecha posterior que la A.I.D. acuerde por escrito, la A.I.D. a su opción, podrá cancelar entonces el balance del Préstamo no desembolsado asignado para uso en el Componente del Préstamo (o Actividad) o Componentes (o Actividades) para la cual las condiciones previas no fueron cumplidas, o podrá finalizar este Acuerdo dando aviso por escrito al Prestatario. En caso de terminación, al dar aviso, el Prestatario deberá inmediatamente pagar el balance pendiente de Capital y deberá pagar cualquier interés vencido, y al recibo del pago completo este Acuerdo y todas las obligaciones de las partes contratantes finalizarán.

SECCION 3.09. Notificación del Cumplimiento de los Requisitos Previos al Desembolso. La A.I.D. le notificará al Prestatario, tan pronto como lo haya determinado, que las condiciones previas al desembolso especificadas en las Secciones 3.01 hasta la 3.07 han sido cumplidas.

ARTICULO IV

Pactos y Garantías Generales

SECCION 4.01. Ejecución del Programa

(1) El Prestatario deberá llevar a cabo el Programa con la debida diligencia y eficiencia, y de conformidad con sanas prácticas de ingeniería, construcción, financieras, administrativas, de planeamiento y dirección. En relación a esto, el Prestatario deberá utilizar en todo momento consultores y otro personal para el Programa debidamente calificados y con experiencia.

(2) El Prestatario deberá hacer ejecutar el Programa de conformidad con todos los planes, documentos, especificaciones, contratos, itinerarios, declaraciones y demás arreglos, y con todas las modificaciones del mismo, aprobados por la A.I.D. de conformidad con este Acuerdo.

SECCION 4.02. Contribución del Prestatario al Programa. El Prestatario se compromete a contribuir, de manera satisfactoria a la A.I.D., no menos de RD\$21,900,000 o una suma tal que pueda ser aceptable para la A.I.D. y todos los otros recursos requeridos para la puntual y efectiva realización del Programa.

SECCION 4.03. Continuidad de Consultas. El Prestatario y la A.I.D. deberán cooperar plenamente para asegurar que el propósito del Préstamo sea logrado. A este fin, el Prestatario y la A.I.D. deberán, de vez en cuando, y a solicitud de cualquiera de las partes, intercambiar a través de sus representantes, puntos de vista relativos al progreso del Programa, el cumplimiento por parte del Prestatario y las Agencias Ejecutoras de sus obligaciones bajo este Acuerdo, de los consultores, contratistas y abastecedores comprometidos con el Programa, y otros asuntos relativos al Programa.

SECCION 4.04. Administración. El Prestatario deberá proveer una administración calificada y de experiencia para el manejo del Programa aceptable a la A.I.D., y deberá entrenar dicho personal debidamente para el mantenimiento y operación del Programa.

SECCION 4.05. Operación y Mantenimiento. El Prestatario deberá operar, mantener y reparar las facilidades construidas de conformidad con sanas prácticas de ingeniería, financieras y administrativas, y en tal forma que asegure el logro progresivo y exitoso de los propósitos del Programa.

SECCION 4.06. Impuestos. Este Acuerdo, el Préstamo, y cualquier evidencia de deuda contraída en conexión con este Acuerdo, estarán libres de, así como el Capital y los intereses serán pagados sin deducción y estarán libres de cualquier impuesto o tarifa impuestos bajo las leyes vigentes en la República Dominicana. La ratificación de este Acuerdo por el Congreso de la República Dominicana constituirá la aprobación y autorización del Congreso para la inclusión de dichas exenciones en los contratos que se financiarán bajo este Acuerdo, y no

se requerirá ninguna otra aprobación o autorización del Congreso para los contratos que incluyan tales exenciones. Sin embargo, y hasta el grado que (a) cualquier contratista, incluyendo cualquier firma consultora, y cualquier personal de dichos contratistas financiados bajo este Acuerdo y cualquier propiedad o transacciones relacionadas con tales contratos, y (b) cualquier transacción de compra de mercancía financiada bajo este Acuerdo, no sean exonerados de impuestos identificables, tarifas, derechos y otros arbitrios aplicados bajo las leyes vigentes en el país del Prestatario, el Prestatario deberá, como y hasta los límites establecidos en y de conformidad con las Cartas de Implementación, pagar o reembolsar éstos bajo la Sección 4.02 de este Acuerdo con otros fondos que no sean los proveídos bajo este Préstamo.

SECCION 4.07 Utilización de Bienes y Servicios.

(a) Los bienes y servicios financiados bajo este Préstamo se utilizarán exclusivamente para el Programa, a menos que la A.I.D. lo convenga de otro modo por escrito. Al terminar el Programa, o en cualquier otro momento en que los bienes financiados bajo el Préstamo no puedan emplearse provechosamente para el Programa, el Prestatario podrá usar o disponer de dichos bienes en tal forma como la A.I.D. pueda acordar por escrito con anterioridad a dicho uso o disposición.

(b) A menos que la A.I.D. lo convenga de otro modo por escrito, ningún bien o servicio financiado bajo el Préstamo será utilizado para promover o ayudar algún programa o actividad de asistencia extranjera asociado o financiado por algunos de los países no incluidos en el Código 935 del Código Geográfico de la A.I.D. vigente a la fecha de su uso.

SECCION 4.08. Revelación de Hechos y Circunstancias Materiales.

El Prestatario afirma y garantiza que todos los hechos y circunstancias revelados por él o que ha hecho que le sean revelados a la A.I.D. en el curso de la obtención del Préstamo son exactos y completos y que ha revelado a la A.I.D. exacta y cabalmente todos los hechos y circunstancias que materialmente podrían afectar el Programa y el cumplimiento de sus obligaciones bajo el Acuerdo. El Prestatario deberá informar prontamente a la A.I.D. de cualquier hecho y circunstancia que pudiera surgir en adelante pudiendo afectar materialmente el Proyecto o de los cuales se pudiera creer razonablemente que podrían afectar materialmente el Programa o el cumplimiento de las obligaciones del Prestatario bajo este Acuerdo.

SECCION 4.09. Comisiones, Honorarios y Otros Pagos

(a) El Prestatario conviene y garantiza que en relación con la obtención del Préstamo o a cualquier acción tomada bajo o con respecto al Acuerdo no ha pagado y no pagará o convendrá en pagar, ni a su mejor saber se ha pagado ni será pagado ni se ha convenido en que sea pagado por ninguna otra persona o entidad, comisiones, honorarios,

u otros pagos a excepción de compensación ordinaria a los funcionarios y empleados permanentes del Prestatario, o como compensación por servicios bona-fide profesionales, técnicos o de igual índole. El Prestatario deberá informar prontamente a la A.I.D. sobre cualquier pago o convenio para pagar por servicios bona-fide profesionales, técnicos o de igual índole en los cuales sea parte, o tenga conocimiento (indicando si dicho pago ha sido efectuado o se va a efectuar en calidad de imprevisto) y si la suma de cualesquiera de dichos pagos es considerada irrazonable por la A.I.D., la misma será ajustada a satisfacción de la A.I.D.

(b) El Prestatario garantiza y conviene en que ni se han recibido pagos ni serán recibidos por el Prestatario o funcionarios del Prestatario en conexión con la obtención de bienes y servicios financiados bajo este Acuerdo, a excepción de honorarios, impuestos u otros pagos similares legalmente establecidos en el país del Prestatario.

SECCION 4.10. Mantenimiento y Auditoría de los Registros. El Prestatario deberá mantener o hacer que las Agencias Ejecutoras mantengan libros y registros relativos al Programa y a este Acuerdo de conformidad con sanos principios y prácticas de contabilidad aplicados consistentemente. Tales libros y registros deberán demostrar adecuadamente, sin limitación:

- (a) Desembolso del Prestatario y contribución de la A.I.D. a la Cuenta Especial Separada del Programa (CESP) a ser establecida según se indica en las Cartas de Implementación;
- (b) Desembolsos hechos de la CESP a SEA y a las Agencias Ejecutoras;
- (c) El recibo y el uso de los fondos desembolsados a SEA y a las Agencias Ejecutoras de conformidad con este Acuerdo;
- (d) La naturaleza y magnitud de licitaciones de posibles suplidores de bienes y servicios adquiridos;
- (e) Las bases para adjudicar contratos y órdenes a licitadores exitosos; y
- (f) El progreso del Programa.

Dichos libros serán auditados regularmente de conformidad con sanas normas de auditoría por el período de tiempo y a los intervalos que la A.I.D. exija, y serán mantenidos por cinco años a partir de la fecha del último desembolso de la A.I.D., o hasta que todas las sumas adeudadas a la A.I.D. hayan sido pagadas, cualesquiera de las fechas que ocurra primero.

SECCION 4.11. Informes. El Prestatario acuerda suministrar, o hacer que se suministre, a la A.I.D. toda aquella información relativa al Préstamo y al Programa que la A.I.D. pudiera solicitar.

SECCION 4.12. Inspecciones. Los representantes autorizados de la A.I.D. deberán tener en todo tiempo razonable el derecho de inspeccionar el Programa, la utilización de todos los bienes, establecimientos, y servicios financiados bajo el Préstamo o por la contribución del Prestatario, y los libros, registros y cualesquiera otros documentos del

Prestatario y de las Agencias Ejecutoras relativos al Programa y al Préstamo. El Prestatario deberá cooperar con la A.I.D. para facilitar dichas inspecciones y deberá permitir a los representantes de la A.I.D. visitar cualquier parte del país Prestatario para fines relativos al Préstamo.

ARTICULO V

Pactos y Garantías Especiales

SECCION 5.01. Reducción del Límite Máximo de Préstamo del Banco Agrícola. El Prestatario conviene y acuerda hacer que el Banco Agrícola, a menos que la A.I.D. y el Prestatario acordaran otra cosa por escrito, rebaje el límite máximo de préstamos a:

- (a) \$25,000 por préstamo para el 1ro. de octubre de 1975 o antes de esa fecha; y
- (b) \$10,000 por préstamo para producción agrícola y \$20,000 por préstamo para todos los otros tipos de préstamos para el 1ro. de octubre de 1976 o antes de dicha fecha.

SECCION 5.02. Estudio de las Políticas y Prácticas del Uso de la Tierra. A menos que la A.I.D. acuerde otra cosa por escrito, el Prestatario deberá completar para septiembre de 1975 un estudio sistemático de las políticas y prácticas del uso de la tierra en el sector rural dominicano. Dicho estudio deberá examinar estos asuntos en relación con las metas de producción a largo alcance, enfocando las áreas tales como ventas de tierra, procedimientos de títulos, impuestos, y patrón de utilización de tierras.

ARTICULO VI

Adquisiciones

SECCION 6.01. Adquisiciones de los Países Seleccionados del Hemisferio Occidental. A menos que la A.I.D. acordara lo contrario por escrito y excepto como provee la sub-sección 6.08 (c) en relación con el seguro marítimo, los desembolsos hechos de acuerdo a la Sección 7.01 serán usados exclusivamente para financiar la adquisición para el Programa de bienes y servicios que tengan su fuente y origen en los países incluidos en el Código 941 del Código Geográfico de la A.I.D. vigente en el momento en que se colocuen los pedidos o se firmen los contratos para tales bienes y servicios ("Bienes y Servicios de los Países Seleccionados del Hemisferio Occidental"). Todos los embarques marítimos financiados bajo el Préstamo deberán tener tanto su fuente como su origen en países incluidos en el Código 941 del Código Geográfico de la A.I.D. vigente en el momento del embarque.

SECCION 6.02. Adquisición en la República Dominicana. Los desembolsos hechos de acuerdo a la Sección 7.02 serán usados ex-

clusivamente para financiar la adquisición para el Programa de bienes y servicios que tengan ambos su fuente y origen en la República Dominicana.

SECCION 6.03. Fecha de Elegibilidad. A menos que la A.I.D. acordara otra cosa por escrito, ningún bien o servicio podrá finanziarse con este Préstamo si ha sido adquirido conforme a ordenes o contratos colocados firmemente o convenidos con anterioridad a la fecha de vigencia de este Acuerdo.

SECCION 6.04. Bienes y Servicios No Financiados Bajo el Préstamo. Los bienes y servicios adquiridos para el Programa, pero que no estén financiados por el Préstamo, deberán tener su fuente y origen en los países incluidos en el Código 935 del Libro de Códigos Geográficos de la A.I.D. en vigencia al tiempo en que se coloquen los pedidos para la adquisición de dichos bienes y servicios.

SECCION 6.05. Ejecución de los Requerimientos de Adquisición. Las definiciones aplicables a los requisitos de elegibilidad de las Secciones 6.01, 6.02 y 6.04 serán establecidas en detalle en las Cartas de Implementación.

SECCION 6.06. Planos, Especificaciones y Contratos.

(a) A menos que la A.I.D. acordara lo contrario por escrito, el Prestatario deberá suministrar a la A.I.D. prontamente después de su preparación todos los planos, especificaciones, planes de construcción, documentos de concurso y contratos relativos al Programa y cualquier modificación a los mismos, sea o no que los bienes y servicios a que ellos se refieren estén financiados por el Préstamo.

(b) A menos que la A.I.D. acordara lo contrario por escrito, todos los planos, especificaciones y planes de construcción suministrados de acuerdo con la sub-sección (a) de mas arriba, deberán ser aprobados por escrito por la A.I.D.

(c) Todos los documentos de concurso y documentos relacionados con la solicitud de proposiciones sobre bienes y servicios financiados por el Préstamo deberán ser aprobados por la A.I.D. por escrito antes de su emisión. Todos los planos, especificaciones y otros documentos relacionados con bienes y servicios financiados por el Préstamo deberán estar bajo los términos de las normas y medidas usadas en los Estados Unidos, a menos que la A.I.D. acordara lo contrario por escrito.

(d) Los siguientes contratos financiados por el Préstamo deberán ser aprobados por la A.I.D. por escrito antes de su ejecución:

- (i) contratos para ingeniería y otros servicios profesionales,
- (ii) contratos para servicios de construcción,
- (iii) contratos para cualesquiera otros servicios que la A.I.D. pueda especificar, y
- (iv) contratos para cualesquiera equipos y materiales como A.I.D. pueda especificar.

En el caso de cualquiera de los contratos para servicios arriba descritos, la A.I.D. deberá aprobar también por escrito el contratista

y el personal bajo las órdenes del contratista que la A.I.D. especifique. Modificaciones materiales en cualquiera de dichos contratos y cambio de dicho personal deberán también ser aprobados por la A.I.D. por escrito antes de que sean efectivos.

(e) Las firmas consultoras usadas por el Prestatario para el Programa pero no financiadas por el Préstamo, el alcance de sus servicios y del personal que asigne al Programa como la A.I.D. pueda especificar, así como contratistas de construcción usados por el Prestatario para el Programa pero no financiados por el Préstamo deberán ser aceptables a la A.I.D.

SECCION 6.07. Precio Razonable. Por ninguno de los bienes y servicios financiados total o parcialmente con el Préstamo, se pagarán precios que no fueren razonables, como a cabalidad lo describen las Cartas de Implementación. Dichos artículos serán obtenidos a base de concursos justos y, excepto por los servicios profesionales, en bases competitivas de conformidad con los procedimientos prescritos en las Cartas de Implementación.

SECCION 6.08. Embarque y Seguro

(a) Los Bienes de los Países Seleccionados del Hemisferio Occidental y financiados bajo este Préstamo deberán transportarse al país del Prestatario solamente en buques de países incluidos en el Código 935 del Libro de Códigos Geográficos de la A.I.D. en vigencia cuando se efectúe el embarque.

(b) A menos que la A.I.D. haya determinado que barcos comerciales privados de bandera de los Estados Unidos de América no estén disponibles a precio justo y razonable para tales barcos:

- (i) Por lo menos el cincuenta por ciento (50%) del tonelaje bruto de todos los Bienes de los Países Seleccionados del Hemisferio Occidental y financiados por este Préstamo que sean transportados en embarcaciones marítimas desde puertos de los Estados Unidos de América (coraputados separadamente para barcos de bultos secos, barcos de carga seca, y barcos tanques) deberá ser transportado en barcos comerciales de propiedad privada de bandera de los Estados Unidos de América, y por lo menos el cincuenta por ciento (50%) del total de los ingresos brutos de fletes generados por los embarques marítimos de los Bienes de los Países Seleccionados del Hemisferio Occidental financiados bajo el Préstamo y transportados en barcos de carga seca desde puertos de los Estados Unidos de América deberá ser pagado a o para beneficio de barcos comerciales de propiedad privada con bandera de los Estados Unidos de América; y
- (ii) Por lo menos el cincuenta por ciento (50%) del tonelaje bruto de todos los Bienes de los Países Seleccionados del Hemisferio Occidental y financiados por este Préstamo

que sean transportados en embarcaciones marítimas desde puertos que no sean de los Estados Unidos de América (computados separadamente para barcos de bultos secos, barcos de carga seca, y barcos tanques) deberán ser transportados en barcos comerciales de propiedad privada de bandera de los Estados Unidos de América, y por lo menos el cincuenta por ciento (50%) del total de los ingresos de flete generados por los embarques marítimos de los Bienes de los Países Seleccionados del Hemisferio Occidental financiados bajo el Préstamo y transportados en barcos de carga seca de puertos que no sean de los Estados Unidos de América deberá ser pagado a o para beneficio de barcos comerciales de propiedad privada con bandera de los Estados Unidos de América.

(c) El seguro marítimo sobre Bienes de los Países Seleccionados del Hemisferio Occidental puede ser financiado bajo el Préstamo con desembolsos hechos de acuerdo con la Sección 7.01, siempre que (i) tal seguro sea colocado a la tasa disponible competitiva mas baja en la República Dominicana o en un país incluido en el Código 941 del Libro de Códigos Geográficos de la A.I.D. vigente al momento de la colocación del seguro, y (ii) reclamaciones por ese concepto serán pagaderas en moneda de libre cambio. Si en relación con la colocación del seguro marítimo sobre embarques financiados bajo la legislación de los Estados Unidos que autoriza a ayudar a otras naciones, el país del Prestatario por legislación, decreto, reglamento o regulación favorece a cualquier compañía de seguros marítimos de cualquier país sobre cualquier compañía de seguros marítimos autorizada a efectuar este negocio en cualquier estado de los Estados Unidos, todos los Bienes de los Países Seleccionados del Hemisferio Occidental financiados bajo el Préstamo deberán, durante la vigencia de tal discriminación, estar asegurados contra riesgos marítimos en los Estados Unidos con una compañía o compañías autorizadas a operar en seguros marítimos en cualquier estado de los Estados Unidos de América.

(d) El Prestatario deberá asegurar o hará asegurar todos los Bienes de los Países Seleccionados del Hemisferio Occidental y financiados bajo este Préstamo contra todos los riesgos relacionados con su tránsito al lugar en el cual van a ser utilizados en el Programa. Dicho seguro debe ser emitido con términos y condiciones conforme a sanas prácticas de comercio, deberá asegurar el valor total de los bienes financiados y deberá ser pagadero en la misma moneda que fueron financiados los bienes o en cualquier moneda que sea libremente cambiable. Cualquier indemnización recibida por el Prestatario bajo dicho seguro deberá ser usada para reponer o reparar cualquier daño material o cualquier pérdida de los bienes asegurados, o deberá ser usada para reembolsar al Prestatario por cualquier reemplazo o reparación de dichos bienes. Cualquier reemplazo deberá tener su fuente y origen en los países incluidos en el Código 941 del Libro del

Código Geográfico de la A.I.D. en vigencia en el momento de comprar dichos bienes y estará de lo contrario sujeto a las estipulaciones de este Acuerdo.

SECCION 6.09. Notificación a Abastecedores Potenciales. A fin de que todas las firmas de los Estados Unidos tengan la oportunidad de participar en el suministro de bienes y servicios financiados por el Préstamo, el Prestatario deberá suministrar a la A.I.D. la información pertinente y en las ocasiones en que la A.I.D. pueda solicitar las mismas en Cartas de Implementación.

SECCION 6.10. Propiedades en Exceso del Gobierno de los Estados Unidos. El Prestatario deberá utilizar, con respecto a bienes financiados bajo este Préstamo sobre los cuales el Prestatario adquiere título de propiedad en el momento de adquisición, las Propiedades Reacondicionadas Pertencientes al Gobierno de los Estados Unidos conforme a los requisitos del Programa, y que hayan disponibles dentro de un tiempo razonable. El Prestatario deberá solicitar asistencia de la A.I.D., y la A.I.D. deberá asistir al Prestatario en precisar la disponibilidad de y en obtener dichas Propiedades en Exceso. La A.I.D. dará los arreglos necesarios para cualquier inspección de dichas propiedades por el Prestatario o su representante. El costo de la inspección y de la adquisición, y todos los gastos incidentales a la transferencia al Prestatario de tales Propiedades en Exceso, pueden ser financiados bajo este Préstamo. Con anterioridad a la adquisición de cualesquier bienes, otros que no sean Propiedades en Exceso, financiados bajo este Préstamo, y después de haber solicitado la asistencia de la A.I.D. el Prestatario deberá indicar a la A.I.D. por escrito, basado en la información disponible en el momento, que dichos bienes no están disponibles de las Propiedades en Exceso Reacondicionadas del Gobierno de los Estados Unidos a tiempo, o que los bienes que están disponibles no son técnicamente apropiados para usar en el Programa.

SECCION 6.11. Información y Marca. El Prestatario deberá dar publicidad al Préstamo y al Programa como un programa de asistencia de los Estados Unidos en promoción de los objetivos de la Alianza para el Progreso, identificará las obras de construcción, y marcará e identificará los bienes financiados por el Préstamo como lo estipulan las Cartas de Implementación.

ARTICULO VII

Desembolsos

SECCION 7.01. Desembolsos para Costos en Dólares de los Estados Unidos—Cartas de Compromiso con Bancos de los Estados Unidos. Al cumplirse los requisitos previos, el Prestatario podrá solicitar ocasionalmente a la A.I.D. la emisión de Cartas de Compromiso por cantidades específicas a favor de uno o mas bancos de los Estados

Unidos, satisfactorios a la A.I.D., comprometiéndose la A.I.D. a reembolsar a tal banco o bancos por los pagos efectuados por ellos a los contratistas y abastecedores, mediante Cartas de Crédito u otra forma, por los Costos en Dólares de bienes y servicios adquiridos para el Programa de acuerdo con los términos y condiciones de este Acuerdo. Los pagos del banco al contratista o al abastecedor serán hechos por el banco mediante presentación de la documentación necesaria que la A.I.D. indique en sus Cartas de Compromiso y Cartas de Implementación. Los costos bancarios incurridos en relación con Cartas de Compromiso y Cartas de Crédito serán por cuenta del Prestatario y podrán ser financiados por el Préstamo.

SECCION 7.02. Desembolsos para Costos en Moneda Local. Una vez que sean satisfechos los requisitos previos, el Prestatario puede ocasionalmente solicitar a la A.I.D. que facilite una cantidad de moneda local para Costos en Moneda Local de bienes y servicios para el Programa de acuerdo con los términos y condiciones de este Acuerdo, sometiendo a la A.I.D. la documentación que la A.I.D. requiera en las Cartas de Implementación. La A.I.D. deberá efectuar dichos desembolsos en moneda local del país del Prestatario pertenecientes al Gobierno de los Estados Unidos y obtenidos por la A.I.D. con dólares de los Estados Unidos. El equivalente en dólares de los Estados Unidos de la moneda local disponible bajo este Acuerdo será la cantidad de dólares de los Estados Unidos requeridos por la A.I.D. para obtener la moneda local del país del Prestatario.

SECCION 7.03. Otras Formas de Desembolsos. Los desembolsos del Préstamo podrán también efectuarse por otros medios acordados por escrito entre el Prestatario y la A.I.D.

SECCION 7.04. Fecha de Desembolso. Los desembolsos efectuados por la A.I.D. se considerarán hechos, (a) en el caso desembolsos de acuerdo a la Sección 7.01 en la fecha en que la A.I.D. efectúe un desembolso al Prestatario, su designado, o a una institución bancaria de acuerdo a una Carta de Compromiso, y (b) en el caso de desembolsos de acuerdo a la Sección 7.02, en la fecha en que la A.I.D. desembolse la moneda local al Prestatario o a su designado.

SECCION 7.05. Fecha Final para Desembolsos. A menos que la A.I.D. acordara otra cosa por escrito, ninguna Carta de Compromiso u otros documentos de compromiso que podrían ser requeridos por otra clase de desembolso bajo la Sección 7.03 o enmeindas a la misma, será emitida como resultado de solicitudes recibidas por la A.I.D. después del 1ro. de marzo de 1977, y ningún desembolso se efectuará contra documentos recibidos por la A.I.D. o por cualquier banco descrito en la Sección 7.01 después de tres años de la firma de este Acuerdo ("Fecha Final"). La A.I.D., a su opción, podrá en cualquier momento o momentos después de la Fecha Final reducir el Préstamo en su totalidad o cualquier parte del mismo por la cual no se haya recibido documentación a dicha fecha.

ARTICULO VIII

Cancelación y Suspensión

SECCION 8.01. Cancelación por Parte del Prestatario. El Prestatario podrá, mediante notificación por escrito a la A.I.D., cancelar con el previo consentimiento por escrito de la A.I.D. cualquier parte del Préstamo (i) que antes del envío de dicha notificación la A.I.D. no haya desembolsado u obligado su desembolso, o (ii) que no haya sido utilizado mediante la emisión de Cartas de Crédito irrevocables o mediante pagos bancarios que no sean hechos bajo Cartas de Crédito irrevocables.

SECCION 8.02. Casos de Incumplimiento; Aceleración. Si ocurriera uno o más de los siguientes casos ("Casos de Incumplimiento"):

- (a) Que el Prestatario dejara de pagar a su vencimiento cualquier interés o porción del Capital requerido bajo este Acuerdo;
- (b) Que el Prestatario faltare al cumplimiento de cualquier otra condición de este Acuerdo, incluyendo pero sin limitarse a ello, la obligación de llevar a cabo el Programa con diligencia y eficiencia;
- (c) Que el Prestatario faltare al pago a su vencimiento de cualquier interés o cuota del Capital, o cualquier otro pago bajo cualquier otro acuerdo entre el Prestatario o cualquiera de sus agencias y la A.I.D. o cualquiera de sus agencias anteriores,

entonces la A.I.D., a su opción, informará por escrito al Prestatario que todo o cualquier parte del Capital ha sido declarado vencido y debe ser pagado a la A.I.D. en sesenta (60) días a partir de la fecha de notificación y, a menos que el Caso de Incumplimiento sea corregido dentro de esos sesenta (60) días:

- (i) Dicho Capital adeudado y no pagado y cualquier interés devengado se tendrá por vencido y deberá ser pagado inmediatamente; y
- (ii) La cantidad de cualesquier otros desembolsos pendientes de pago hechos bajo Cartas de Crédito irrevocables será declarada vencida y será pagadera al momento de ser efectuada.

SECCION 8.03. Suspensión de Desembolsos. En caso de que en cualquier momento:

- (a) Ocurra un Caso de Incumplimiento;
- (b) Ocurra un caso que la A.I.D. considere como una situación extraordinaria que hiciese improbable que los propósitos de este Préstamo pudieran realizarse, o que el Prestatario no pueda cumplir con sus obligaciones con este Acuerdo; o
- (c) Cualquier desembolso por la A.I.D. fuese violatorio de la ley que gobierna a la A.I.D.;

- (d) El Prestatario faltare al pago de cualquier interés devengado o cuota del Capital vencido, o cualquier otro pago requerido bajo cualquier otro acuerdo de préstamo, o cualquier convenio de garantía, o cualquier otro acuerdo entre el Prestatario o cualquiera de sus agencias y el Gobierno de los Estados Unidos o cualquiera de sus agencias;
Entonces la A.I.D. podrá, a su opción:
- (i) Suspender o cancelar documentos obligatorios pendientes hasta el grado en que no hayan sido utilizados mediante la emisión de Cartas de Crédito irrevocables o mediante pagos bancarios efectuados de otra manera que no sean Cartas de Crédito irrevocables, en cuyo caso la A.I.D. notificará al Prestatario inmediatamente después;
 - (ii) Declinar a hacer desembolsos que no sean los cubiertos por documentos de compromiso pendientes;
 - (iii) Declinar emitir documentos de compromiso adicionales; y
 - (iv) Hacerse cargo, a su propio costo, de los títulos de propiedad de los bienes financiados bajo este Préstamo, que sean transferidos a la A.I.D. si los bienes provienen de una fuente fuera del país del Prestatario, se encuentran en estado de entrega, y no han sido descargados en puertos de entrada del país del Prestatario. Cualquier desembolso hecho o por hacerse bajo este Préstamo relacionado con la transferencia de estos bienes será deducido del Capital.

SECCION 8.04. Cancelación por Parte de la A.I.D. A continuación de cualquier suspensión de desembolso de conformidad con la Sección 8.03, si la causa o causas que motivaron dicha suspensión de desembolsos no han sido eliminadas o corregidas dentro de los sesenta (60) días a partir de la fecha de tal suspensión, la A.I.D. puede a su opción, en cualquier momento de ahí en adelante, cancelar todo o cualquier parte del Préstamo que no hubiere sido desembolsado o sujeto a Cartas de Crédito irrevocables.

SECCION 8.05. Efectividad Contínua del Acuerdo. No obstante cualquier cancelación, suspensión de desembolso, o aceleración de pago de amortizaciones, las disposiciones de este Acuerdo deberán continuar con toda fuerza hasta que se efectúe el pago total a la A.I.D. del Capital y cualquier interés vencido y acumulado bajo esta Acuerdo.

SECCION 8.06. Reembolsos.

- (a) En el caso de cualquier desembolso que no esté respaldado por documentación válida de conformidad con los términos de este Acuerdo, o que no haya sido hecho o usado de conformidad con los términos de este Acuerdo, la A.I.D., a

pesar de la disponibilidad o ejercicio de cualquier otra acción prevista por este Acuerdo, puede requerir al Prestatario que reembolse a la A.I.D. tal cantidad en dólares de los Estados Unidos dentro de treinta (30) días a partir de la fecha de recibo del requerimiento. Tal cantidad deberá ser aplicada, primero para el costo de bienes y servicios adquiridos para el Programa de acuerdo con los términos de este Acuerdo, por la cantidad justificada; el resto, deberá ser aplicado a las amortizaciones del Capital, pagaderos a la A.I.D. en orden inverso a su vencimiento, y la cantidad del Préstamo deberá ser reducida por la cantidad pagada. Sin tomar en cuenta cualquier otra estipulación de este Acuerdo, el derecho de la A.I.D. a solicitar un reembolso con respecto a cualquier desembolso bajo el Préstamo deberá continuar por los cinco años subsiguientes a la fecha de dicho desembolso.

- (b) En el caso de que la A.I.D. reciba un reembolso de cualquier contratista, abastecedor, o institución bancaria, o de cualquier otra tercera parte en conexión con el Préstamo, con respecto a bienes o servicios financiados bajo el Préstamo, y tal reembolso se relaciona con precios no razonables de bienes o servicios, o a bienes que no estuvieran de acuerdo con las especificaciones, o a servicios inadecuados, la A.I.D. aplicará tal reembolso disponible primero, al costo de bienes y servicios adquiridos para el Programa de conformidad con el Acuerdo hasta por la cantidad justificada, y el sobrante será aplicado al pago de las amortizaciones restantes del Capital en un orden inverso a su vencimiento y la suma del Préstamo deberá ser reducida por la cantidad pagada.

SECCION 8.07. Gastos de Recaudación. Todos los gastos razonables incurridos por la A.I.D., exceptuando los salarios de su personal, en relación con la recaudación de cualquier reembolso o en relación con la recaudación de cantidades adeudadas a la A.I.D. por haber ocurrido cualquiera de los casos especificados en la Sección 8.02, podrán ser cargados al Prestatario y reembolsados a la A.I.D. según la A.I.D. lo especifique.

SECCION 8.08. Recursos no Renunciables. Ninguna demora en el ejercicio u omisión de ejercer cualquier derecho, poder, o recurso otorgado a la A.I.D. bajo este Acuerdo será interpretado como una renuncia de dichos recursos, poderes o derechos.

ARTICULO IX

Varios

SECCION 9.01. Comunicaciones. Cualquier aviso, solicitud, comunicación o documento entregado, hecho o enviado por el Prestatario o la A.I.D. de conformidad con este Acuerdo, será hecho por escrito o

por telegrama, cable o radiograma y se considerará como debidamente entregado, hecho o enviado a la parte a quien va dirigida cuando haya sido entregado en sus manos, por correo, telegrama, cable, o radiograma a dicha parte en las siguientes direcciones:

AL PRESTATARIO:

Dirección Postal: Secretaría de Estado de Agricultura
Santo Domingo, República Dominicana
Dirección Cablegráfica: Secretaría de Agricultura
Santo Domingo

A LA A.I.D.:

Dirección Postal: Misión de la A.I.D. para la República
Dominicana
Santo Domingo, República Dominicana
Dirección Cablegráfica: USAID Santo Domingo

Estas direcciones podrán ser substituidas por otras previo aviso a las partes indicadas anteriormente. Toda comunicación, documento o solicitud que sea enviada a la A.I.D. conforme a este Acuerdo, deberá ser escrita en inglés, excepto que la A.I.D. acordara otra cosa por escrito.

SECCION 9.02. Representantes. Para todos los propósitos relacionados con este Acuerdo, el Prestatario será representado por la persona que ocupe o actúe en la posición de Secretario de Estado de Agricultura, y la A.I.D. será representada por la persona que ocupe o actúe en la posición de Director de la Misión de la A.I.D. en la República Dominicana. Dichas personas tendrán la autoridad de designar por escrito representantes adicionales. En el caso de una substución u otra designación de un representante de conformidad con este Acuerdo, el Prestatario deberá someter un certificado del nombre del representante y un facsímil de su firma en forma y substancia satisfactorias a la A.I.D. Hasta que la A.I.D. reciba por escrito la notificación de la revocación de la autoridad de cualquiera de los representantes legalmente autorizados del Prestatario designados de acuerdo a esta Sección, la A.I.D. aceptará la firma de dicho representante o representantes como evidencia concluyente de que cualquier acción efectuada por dichos instrumentos está legalmente autorizada.

SECCION 9.03. Cartas de Implementación. La A.I.D. de vez en cuando emitirá Cartas de Implementación, las cuales prescribirán los procedimientos que se aplicarán en relación a la ejecución de este Acuerdo.

SECCION 9.04. Pagarés. En cualquier momento o momentos que la A.I.D. así lo solicite, el Prestatario deberá emitir pagarés o cualquier otra evidencia de deuda con respecto al Préstamo, en tal forma que contenga los términos de dichos adeudos, amparados por las opiniones legales que la A.I.D. pudiera razonablemente solicitar.

SECCION 9.05. Versiones en Castellano e Inglés. En caso de que las partes de este Acuerdo también formalicen el Acuerdo en castellano, en caso de ambigüedad o conflicto entre la versión en inglés y la versión en castellano, la versión en inglés de este Acuerdo prevalecerá.

SECCION 9.06. Cancelación del Pago Total. Después del pago total adeudado a A.I.D. del Capital y de cualquier interés acumulado, este Acuerdo y todas las obligaciones del Prestatario y de la A.I.D. bajo este Acuerdo de Préstamo se darán por terminadas.

EN FE DE LO CUAL, el Prestatario y los Estados Unidos de América, actuando cada uno por medio de sus respectivos representantes debidamente autorizados, han convenido que este Acuerdo sea firmado en sus nombres y entregado en el dia y año señalados en el comienzo de este documento.

LA REPUBLICA DOMINICANA

Por: JOAQUIN BALAGUER

Joaquin Balaguer

Titulo: *Presidente*

Por: CARLOS E. AQUINO G.

Carlos E. Aquino G.

Titulo: *Secretario de Estado
Agricultura*

Por: DIÓGENEZ H.
FERNÁNDEZ

Diógenes H. Fernández

Titulo: *Gobernador, Banco
Central de la Republica
Dominicana*

Por: JOSÉ ANDRÉS AYBAR
CASTELLANOS

José Andrés Aybar
Castellanos

Titulo: *Administrador General,
Banco Agrícola de la
Republica Dominicana*

ESTADOS UNIDOS DE AMERICA

Por: ROBERT A. HURWITCH

Robert A. Hurwitch

Titulo: *Embajador*

Por: JOHN BECKWITH
ROBINSON

John Beckwith Robinson

Titulo: *Director, Misión de la
A.I.D. para la República
Dominicana*

ANEXO I

Descripción del Programa

I. ANTECEDENTES Y OBJETIVOS

A. Antecedentes

El Análisis del Sector Agrícola preparado por la Secretaría de Estado de Agricultura (SEA) ha identificado y estudiado detalladamente algunas limitaciones de importancia que impiden un mayor desarrollo de la agricultura en la República Dominicana, y ha sugerido medidas para resolver estos problemas en su Programa del Sector Agrícola para el año 1974 ("Programa del Sector Agrícola Dominicano"). El Gobierno de la República Dominicana ha reconocido y destacado que este Programa del Sector Agrícola Dominicano tiene gran prioridad, el cual requerirá una mayor inversión de recursos internos y externos. Este Préstamo está destinado a asistir al Gobierno Dominicano, actuando a través de la Secretaría de Estado de Agricultura, en su esfuerzo de vencer progresivamente cuatro de las principales limitaciones identificadas por el Análisis, que son:

- La escaséz y disparidad en disponibilidad de crédito a los pequeños agricultores y al sector agrícola en total en comparación con otros sectores.
- Uso limitado de insumos modernos de producción.
- Deficiencias en el sistema de mercadeo.
- Sub-utilización de los recursos humanos debido a la falta de conocimientos agrícolas elementales y a una base inadecuada de agricultores calificados a nivel profesional.

B. El Programa

El Programa a ser financiado bajo este Acuerdo ("Programa") es el resultado del Análisis del Sector Agrícola y enfoca las cuatro limitaciones mayores descritas arriba. El Programa incluye los Componentes y Actividades descritos en la Sección 1.02 de este Acuerdo, los cuales estarán destinados principalmente a beneficiar a los pequeños agricultores, es decir, a aquellos agricultores que trabajan en unidades de fincas de 32 hectáreas o menos (de aquí en adelante, el "Grupo Objetivo").

Dichos Componentes y Actividades del Programa han sido formulados como un esfuerzo cooperativo entre el Prestatario y la A.I.D. para ayudar a realizar los objetivos del Programa del Sector Agrícola Dominicano los cuales deberán:

- Aumentar la producción agrícola para el consumo interno;
- Aumentar la productividad de los pequeños agricultores;
- Aumentar los empleos agrícolas en las regiones rurales;
- Desarrollar los recursos institucionales y humanos necesarios para mantener el crecimiento y desarrollo agrícolas; y
- Elevar y distribuir más equitativamente los ingresos rurales.

II. EJECUCION DEL PRESTAMO

A. Generalidades

1. El Programa a ser financiado bajo este Préstamo se llevará a cabo por aquellas agencias y organizaciones especificadas en la Sección 1.03 de este Acuerdo. La Secretaría de Estado de Agricultura, designada en la Sección 9.02 del Acuerdo de Préstamo como Representante del Prestatario, será la principal agencia ejecutora para los fines de coordinar las actividades que se llevarán a cabo en cumplimiento de este Acuerdo.

2. Se efectuará una evaluación anual del Programa, conjuntamente con la A.I.D. en cumplimiento de la Sección 4.04 de este Acuerdo, en una fecha que se especificará en una Carta de Implementación.

B. Costo del Programa

1. El costo total del Programa es de RD\$33,900,000, con las contribuciones respectivas del Prestatario y la A.I.D. que aparecen mas abajo en la Tabla I. Las cantidades que aparecen como contribución del Prestatario al Programa deberán presupuestarse y estar disponibles de acuerdo a la Tabla I.

2. Los pesos y dólares programados para ser desembolsados en un año calendario específico de acuerdo a las estipulaciones de este Anexo pueden, con la aprobación de la A.I.D., desembolsarse en el año calendario anterior o subsiguiente, siempre que dicho cambio cumpla con las necesidades del Programa, y siempre que se mantenga la relación general entre la contribución del Prestatario y de la A.I.D. Cualquier reducción en la contribución anual del Prestatario que aparece en la Tabla I, deberá hacerse solamente con la aprobación de la A.I.D., y podría afectar la disponibilidad de la contribución de la A.I.D. para ese año.

TABLA I
(en miles)

	AC* 74	AC 75	AC 76	AC 77	Total
Total de la A.I.D.	435	4,065	4,080	3,420	12,000
Dólares	—	725	725	500	1,950
Pesos	435				
Total del Prestatario (Pesos)...	835	6,635	7,440	6,990	21,900
Total	1,270	10,700	11,520	10,410	33,900

*Año Calendario

3. Mediante mutuo acuerdo por escrito entre el Prestatario y la A.I.D., las cantidades en pesos (fondos combinados) que aparecen mas adelante en este Anexo para ser utilizadas por una Agencia Ejecutora determinada para un Componente del Programa, Actividad o Sub-Actividad específica podrán reasignarse a otra Agencia Ejecutora o Componente del Programa, Actividad o Sub-Actividad. Cualquier modificación de esta naturaleza se reflejará en un cambio apropiado en los objetivos de ejecución.

C. Descripción del Programa—General

Para los fines de la ejecución del Programa en general, y de las modificaciones a las estipulaciones anteriores, los Componentes del Programa, Actividades y Sub-Actividades serán los siguientes:

<u>Componente del Programa</u>	<u>Actividad</u>	<u>Sub-Actividad por Agencia Ejecutora</u>
1. Crédito	Crédito a Pequeños Agricultores	<u>SEA</u> Bancos Comerciales/Cuentas Bajo Custodia Costos de Operación <u>Banco Agrícola</u> Crédito Supervisado del SEA Cartera del Banco Agrícola Costos de Operación Adiestramiento <u>FDD</u> Crédito a Pequeños Agricultores <u>SEA</u> Crédito para Insumos a través del Sistema de Extensión <u>IDECOOP</u> Crédito para Insumos a través de Cooperativas <u>Banco Central</u> Crédito para Insumos/Mercadeo
2. Investigación de Mercadeo/Administración de Fincas	Investigación de Mercadeo/Administración de Fincas	<u>SEA</u> Investigación de Mercadeo/Administración de Fincas
3. Recursos Humanos	Educación Vocacional Educación Profesional	<u>SEA</u> Educación Vocacional <u>SEA con UCMM* y UNPHU**</u> Educación Profesional
4. Caminos Vecinales	Caminos Vecinales	<u>División Rural de Caminos Vecinales</u> (Caminos Vecinales)—SOP Caminos Vecinales

*Universidad Católica Madre y Maestra

**Universidad Nacional Pedro Henríquez Ureña

D. Descripción del Programa por Componente**1. Crédito—Crédito para Pequeños Agricultores e Insumos/Mercadeo**

(a) Propósito—Proporcionar crédito adicional a aquellos miembros del Grupo Objetivo que anteriormente no habían tenido ningún o limitado acceso al crédito institucional, y aumentar la disponibilidad de insumos agrícolas a pequeños agricultores.

(b) Contribución Financiera—El Prestatario y la A.I.D. contribuirán con las cantidades estipuladas abajo durante los años indicados para financiar el Componente de Crédito del Programa.

TABLE II(a)

(en miles)

	AC* 74	AC 75	AC 76	AC 77	Total
Total de la A.I.D.	405	3,010	3,025	2,610	9,050
Dólares	—	—	—	—	—
Pesos	405	3,010	3,025	2,610	9,050
Total del Prestatario (pesos)	705	4,690	4,505	4,090	13,990
Total	1,110	7,700	7,530	6,700	23,040

(c) Gastos de las Actividades—Los fondos combinados se gastarán en los períodos indicados para así financiar las distintas Actividades y Sub-Actividades de Crédito indicadas abajo.

TABLE II(b)

(en miles RDS)

Actividad: Crédito a Pequeños Agricultores

Sub-Actividad por Agencia Ejecutora	AC* 74	AC 75	AC 76	AC 77	Total
SEA					
Costos de Operación Centas Bajo Custodia en Bancos Comerciales	80	500	500	500	1,580
Banco Agrícola	60	660	660	620	2,000
Costos de Operación Adiestramiento	160	980	980	980	3,100
Crédito Supervisado del SEA	60	200	—	—	260
Cartera del Banco Agrícola	190	950	970	890	3,000
F D D	310	1,670	1,670	1,350	5,000
Crédito a Pequeños Agricultores	60	660	660	620	2,000
Sub-Total	920	5,620	5,440	4,960	15,940

*Año Calendario

Actividad: Crédito para Insumos/Mercadeo

	AC* 74	AC 75	AC 76	AC 77	Total
SEA					
Crédito para Insumos a través del Sistema de Extensión	30	200	170	—	400
IDECOOP					
Crédito para Insumos a través de Cooperativas	40	520	540	500	1,600
Banco Central (FIDE) Crédito para Insumos/Mercadeo	120	1,360	1,380	1,240	4,100
Sub-Total	190	2,080	2,090	1,740	6,100
Gran Total de los Créditos	1,110	7,700	7,530	6,700	23,040

*Año Calendario

(d) Ejecución

(1) Actividad de Crédito a Pequeños Agricultores

Las Sub-Actividades "Bancos Comerciales/Cuentas Bajo Custodia" del SEA, "Crédito Supervisado del SEA", "Cartera del Banco Agrícola", y "Crédito a Pequeños Agricultores" de la FDD recibirán una asignación total de RD\$12,000,000 de fondos combinados para ser usados como crédito a pequeños agricultores de la siguiente manera: SEA RD\$2,000,000, el Banco Agrícola RD\$8,000,-000 y la FDD RD\$2,000,000. Estos fondos tienen como objetivo beneficiar aproximadamente a 32,500 pequeños agricultores del Grupo Objetivo durante el período de operación del Programa. Los objetivos de cada Agencia Ejecutora son los siguientes:

SFA

Cuentas Comerciales	4,000	pequeños agricultores beneficiados
Bajo Custodia		
<u>Banco Agrícola</u>		
Crédito Supervisado del SEA	8,500	"
Cartera Corriente	14,300	"
FDD	5,700	"
	32,500	

Los objetivos de la actividad de crédito a pequeños agricultores están basados en un subpréstamo promedio de RD\$350 por beneficiario con excepción de la Sub-Actividad "Bancos Comerciales/Cuentas Bajo Custodia" de SEA, que se espera sea de RD\$500 promedio por beneficiario. El monto de los subpréstamos se mantendrá bajo a lo largo del Programa para poder alcanzar al mayor número práctico de pequeños agricultores con los fondos del Programa.

Además, el Programa a llevarse a cabo bajo este Acuerdo incluye la adopción y ejecución de técnicas de préstamos a grupos por

TIAS 8353

SEA y el Banco Agrícola favoreciendo a los pequeños agricultores, y varios cambios administrativos y de organización por parte de las Agencias Ejecutoras de manera de poder responder plenamente a las necesidades de los pequeños agricultores. Dichos cambios adicionales se describirán más detalladamente en las Cartas de Implementación.

Además de estos fondos del Programa, se estima que aproximadamente RD\$13,600,000 de los recursos propios del Banco Agrícola estarán dirigidos a los pequeños y medianos agricultores a lo largo del período operacional del Préstamo basado en los cambios en la política de crédito de conformidad con las Secciones 3.01(c) y 5.01 del Acuerdo de Préstamo.

a. Costos de Operación. Estos fondos se deberán utilizar para sufragar los gastos adicionales incurridos por SEA y el Banco Agrícola en procurar el personal adicional necesario para entregar y administrar los fondos de crédito a pequeños agricultores. A SEA, se le asigna RD\$1,580,000 para cubrir un personal de aproximadamente 100 agentes nuevos de crédito/extensión, 10 empleados nuevos para trabajo de oficina/contabilidad y 5 supervisores nuevos. Al Banco Agrícola se le asigna RD\$3,100,000 para cubrir los gastos de un personal aproximado de 150 agentes de crédito nuevos, 80 empleados de oficina/contabilidad, y 15 supervisores nuevos. Aunque no se ha presupuestado ningún fondo para el programa de FDD para personal adicional, FDD proporcionará de sus propios recursos el personal adicional necesario para administrar eficiente y puntualmente los fondos de crédito a pequeños agricultores de los cuales es responsable.

Además de lo indicado arriba, SEA acuerda nombrar una persona, aceptable a la A.I.D., quien servirá como Coordinador de Crédito para todas las actividades crediticias del Programa.

b. Adiestramiento. Al Banco Agrícola se le asigna RD\$260,000 para llevar a cabo un programa intensivo de adiestramiento en análisis y operaciones de crédito a pequeños agricultores para todo el personal nuevo bajo el Programa del Banco Agrícola y SEA—un total aproximado de 360 empleados. Al personal existente de ambas organizaciones se le proporcionará adiestramiento según sea necesario. FDD prestará máxima asistencia práctica a la ejecución de esta Sub-Actividad de adiestramiento al hacer que el personal de SEA y del Banco Agrícola observe sus operaciones en el campo, al hacer asequibles sus sistemas y procedimientos para el procesamiento de solicitudes de préstamos a grupos, y demás medidas según sea pertinente.

(2) Actividad de Crédito para Insumos/Mercadeo

Las Sub-Actividades de SEA “Crédito para Insumos a Través del Sistema de Extensión,” la del IDECOOP “Crédito para Insumos a Través de Cooperativas,” y la del Banco Central “Crédito para Insumos/Mercadeo” recibirán una asignación total de RD\$6,-100,000 de fondos combinados para los fines de crédito para insumos/mercadeo de la siguiente manera: SEA—RD\$400,000, IDECOOP—RD\$1,600,000 y el Banco Central—RD\$4,100,000. Se espera que

aproximadamente 7,300 pequeñas fincas se beneficiarán por el uso de insumos agrícolas que estarán disponibles bajo esta Actividad del Programa, y serán ayudados aproximadamente 40 pequeños sub-proyectos de agrinegocios para procesamiento, almacenamiento y distribución. Los objetivos de los insumos para cada Agencia Ejecutora serán los siguientes:

SEA

Crédito para Insumos a 1,100 pequeños agricultores beneficiados
través de Centros
de Extensión

IDEcoop

Crédito para Insumos a 4,200 " " "

Través de
Cooperativas

Banco Central

Crédito para Insumos/ 2,000 " " "

Mercadeo

7,300

Con respecto a los RD\$400,000 asignados a SEA y a los RD\$1,600,000 asignados al IDECOOP, se establecerá un sistema para suplir y distribuir insumos agrícolas en aproximadamente 20-25 centros de extensión agrícola y cooperativas de fincas seleccionados con el fin de llegar a aquellos agricultores que de lo contrario no tendrían normalmente acceso a dichos insumos. Los puntos específicos de distribución serán designados por SEA quien será responsable directamente de esta Sub-Actividad. Según la Sección 3.03 de este Acuerdo de Préstamo, los sistemas y procedimientos a ser utilizados al distribuir estos insumos, incluyendo el sistema de precios, deberán ser preparados por SEA y sometidos para la aprobación de la A.I.D., como se describe más ampliamente en la Carta de Implementación.

Los RD\$4,100,000 asignados al Banco Central deberán canalizarse a través del FIDE, vía los bancos comerciales y organizaciones financieras participantes, para prestar a suplidores de insumos agrícolas y a sub-proyectos de productos agrícolas de pequeños procesadores, almacenadores y distribuidores. Aproximadamente RD\$1,000,000 de esta suma serán destinados a financiar alrededor de 40 sub-proyectos de pequeños agrinegocios de procesadores, almacenadores y distribuidores. Lo que resta (RD\$3,100,000) ayudará a financiar los insumos agrícolas y beneficiará finalmente a algunos 2,000 pequeños agricultores. Los usos específicos y el criterio a utilizarse al prestar estos fondos deberán exponerse en un memorandum de entendimiento entre SEA y el Banco Central con la aprobación de la A.I.D. El fin de esta Sub-Actividad, a través del sector privado, es aumentar la distribución de insumos agrícolas suministrando el financiamiento necesario, y ayudar financieramente, a través del

crédito, a los pequeños sub-proyectos de procesamiento y de mercadeo agrícolas que de lo contrario probablemente no recibirían dicho crédito bajo términos y condiciones razonables.

2. Investigación de Mercadeo—Administración de Fincas

(a) Propósito—Fortalecer la capacidad institucional de SEA para responder más efectivamente a los problemas de pequeños agricultores mediante el funcionamiento de un programa efectivo de Investigación de Mercadeo/Administración de Fincas a fin de aumentar la producción agrícola y elevar los ingresos agrícolas.

(b) Contribución Financiera—El Prestatario y la A.I.D. contribuirán las cantidades expuestas abajo durante aquellos años indicados para financiar el Componente del Programa Investigación de Mercadeo/Administración de Fincas.

TABLA III(a)
(en miles RD\$)

	AC* 74	AC 75	AC 76	AC 77	Total
Total de la A.I.D.	—	150	150	—	300
Dólares	—	150	150	—	300
Pesos	—	—	—	—	—
Total del Prestatario (Pesos)	50	300	300	300	950
Total	50	450	450	300	1,250

*Año Calendario.

(c) Gastos de la Actividad—Los fondos combinados serán gastados en los períodos señalados a fin de financiar las distintas Sub-Actividades de Investigación de Mercadeo/Administración de Fincas indicadas abajo.

TABLA III(b)
(en miles RD\$)

Actividad: Investigación de Mercadeo/Administración de Fincas

	AC* 74	AC 75	AC 76	AC 77	Total
<u>Sub-Actividad por</u> <u>Agencia Ejecutora</u> <u>SEA</u>					
Desarrollo de División de Investigación de Mercadeo/ Información y Oficina de Administración de Fincas	50	450	450	300	1,250
<u>Gran Total Investigación de</u> <u>Mercadeo/Administración de</u> <u>Fincas</u>	50	450	450	300	1,250

*Año Calendario

(d) Ejecución

(1) Investigación de Mercadeo/Información

SEA reorganizará su División Económica para crear una Oficina de Investigación de Mercadeo e Información como lo requiere la Sección 3.04 del Acuerdo de Préstamo. SEA, con los fondos en pesos del programa especificado arriba, conviene en emplear el personal necesario para dicha oficina y, con los fondos en dólares disponibles bajo este Acuerdo, contratar la asistencia técnica necesaria para desarrollar la capacidad y destreza institucionales requeridas para identificar y corregir los problemas de mercadeo agrícola/distribución según afecten los ingresos agrícolas, precios al consumidor, y la disponibilidad de insumos agrícolas críticos. Además, SEA utilizará el contrato de asistencia técnica para adiestrar en el lugar de trabajo al personal de investigación de mercadeo e información y, según sea necesario, para adiestramiento en el exterior. La asistencia técnica deberá extenderse a CEDOPEX e INESPRE en lo que respecta a sus actividades que afectan la exportación, importación y la estabilización de los precios de las mercancías.

Se deberá llevar a cabo un estudio de mercadeo en general, con la asistencia técnica del contratista, que sirva de base para programas que incluirán crédito para mejores operaciones de mercadeo, asistencia administrativa para los mercados públicos, adiestramiento a mayoristas y detallistas, promoción de empresas de procesamiento/almacenamiento, creación de normas legales para peso, medidas, y pureza, y educación del consumidor en cuanto a mejores valores nutritivos. A medida que se mejore la información de mercadeo, la Oficina de Investigación de Mercadeo/Información empezará a transmitir regularmente por medio de las cadenas radiales como se expone adajo.

(2) Administración de Fincas

SEA también se compromete a crear dentro de la reorganizada División Económica, una Oficina de Administración de Fincas de conformidad con la Sección 3.04 de este Acuerdo. Dicha oficina deberá emplear, a nivel nacional, aproximadamente tres profesionales para llevar a cabo análisis microeconómicos de fincas, producción de cosechas y estudios científicos de suelos. SEA también acuerda emplear aproximadamente 22 profesionales en el campo como especialistas regionales o subregionales en administración de fincas, que serán responsables de llevar a cabo los microanálisis para desarrollar las prácticas administrativas que deberán ser recomendadas a los productores a nivel de finca en cada región, y coordinar la divulgación de información sobre administración de fincas a través del sistema de extensión y programas radiales. Los técnicos a nivel nacional deberán adiestrar al personal regional en las técnicas de análisis microeconómicos, producción de cosechas, análisis del mercado, y administración de fincas, y deberán evaluar las prácticas agrícolas recomendadas y los programas informativos antes de divulgarlos al público.

El grupo de administración de fincas deberá estudiar los datos tecnológicos de la producción de cosechas por regiones, en

estrecha colaboración con el Departamento de Investigación de SEA. El grupo de administración de fincas deberá también desarrollar planes para la divulgación de información a los agricultores, continuando las investigaciones necesarias para desarrollar programas de producción provechosos donde no existan o donde sea necesario mejorarlos o alterarlos. La coordinación con las actividades de investigación, extensión, crédito y mercadeo es parte integral de esta actividad.

SEA se compromete a obtener asistencia técnica adicional del Centro Agronómico Tropical de Investigación y Enseñanza (CATIE) en Turrialba, Costa Rica, para reforzar sus propios conocimientos en administración de fincas. Se anticipa que esta asistencia suplementaria será proporcionada por otros donantes, tales como la OEA.

En apoyo de sus esfuerzos en Investigación de Mercadeo y Administración de Fincas, y para ampliar la base de información disponible a los agricultores, comerciantes y consumidores, SEA deberá ampliar el actual nivel de difusión radial ofreciendo tales tópicos como:

- Precios del mercado, actuales y futuros.
- Donde y cómo obtener crédito e insumos.
- Información agronómica básica sobre cosechas según sea pertinente—y como utilizar los servicios de extensión para adquirir la asistencia técnica para producir estas cosechas.
- Información sobre el valor nutritivo de los alimentos cosechados.

3. Desarrollo de los Recursos Humanos

(a) Propósito—Ofrecer nuevas y ampliadas oportunidades de educación vocacional a través de SEA y ayudar a elevar el nivel profesional universitario del programa de estudios agrícolas ofrecido por las universidades dominicanas.

(b) Contribución Financiera—El Prestatario y la A.I.D. contribuirán las cantidades que aparecen abajo durante los años indicados para financiar el Componente de Recursos Humanos del Programa.

TABLA IV(a)
(en miles RD\$)

	AC* 74	AC 75	AC 76	AC 77	Total
Total de la A.I.D.-----	—	575	575	500	1,650
Dólares-----	—	575	575	500	1,650
Pesos-----	—	—	—	—	—
Total del Prestatario (Pesos)-----	50	315	305	290	960
Total-----	50	890	880	790	2,160

* Año Calendario.

(c) Gastos de la Actividad—Los fondos combinados se desembolsarán en los períodos señalados a fin de financiar las distintas Sub-Actividades de Educación Vocacional/Educación Profesional indicadas abajo.

TABLA IV(b)

(en miles RD\$)

Actividad: Educación Vocacional/Educación Profesional

	AC* 74	AC 75	AC 76	AC 77	Total
<u>Sub-Actividad por Agencia Ejecutora</u>					
SEA					
Creación de un Programa Piloto de Educación Vocacional	50	310	300	210	870
Desarrollo de un Programa de Educación Profesional	—	580	580	580	1,740
<u>Gran Total Educación Vocacional/</u>	<u>50</u>	<u>890</u>	<u>880</u>	<u>790</u>	<u>2,610</u>
<u>Educación Profesional</u>	<u> </u>				

*Año Calendario

(d) Ejecución

(1) Educación Vocacional

Para ofrecer mejores oportunidades en destrezas vocacionales a los pequeños agricultores, SEA iniciará un Proyecto de Adiestramiento de Educación Vocacional para comenzar el adiestramiento vocational de la población rural a razón de aproximadamente 2,000 personas para el año 1975. En este sentido, y de conformidad con la Sección 3.04 de este Acuerdo, SEA deberá preparar un plan de operaciones a ser sometido y aprobado por la A.I.D., describiendo el programa y las actividades requeridas para lograr este fin. SEA, utilizando los fondos en pesos del Programa que ascienden a RD\$720,000 será responsable de la creación de una Oficina de Educación Vocacional que consistirá de un Director del Proyecto, incluyendo cinco Supervisores Técnicos y el personal necesario en el Centro Nacional de Investigaciones y Extensión Agropecuaria de San Cristóbal. Con financiamiento en dólares del Préstamo se proporcionará asistencia técnica por aproximadamente \$150,000 durante el curso del programa y consistirá de aproximadamente 24 meses-hombres de servicios de especialistas en educación vocational agrícola. Tales servicios se utilizarán para asistir al Director del Proyecto de SEA y su personal en el adiestramiento de instructores, preparación del plan de estudios y de materiales para adiestramiento vocational, y ayudar en la preparación y ejecución de las actividades de evaluación y seguimiento.

(2) Educación Profesional

Para mejorar el nivel de educación agrícola profesional de las universidades locales, SEA se compromete a introducir en el país

estudios agrícolas mas avanzados. Para ayudar en esta tarea, y en cumplimiento de la Sección 3.06 de este Acuerdo, se utilizará un total aproximado de \$450,000 de los fondos en dólares para obtener la asistencia técnica apropiada de una institución educacional elegible. SEA acuerda participar en un arreglo contractual con una universidad de los Estados Unidos u otra universidad elegible para proporcionar dos asesores de tiempo completo para trabajar con la UNPHU, UCMM, otras universidades según sea apropiado, y SEA en el desarrollo de programas y preparación de planes de estudios sobre los cursos ofrecidos actualmente y en nuevos campos de estudio que se espera incluyan lo siguiente:

- Tecnología y Producción de Alimentos (e.g., UCMM/ISA)
- Ciencias y Producción Lácteas (e.g., UCMM/ISA)
- Horticultura Tropical (e.g., UCMM/ISA)
- Economía y Mercadeo Agrícolas (e.g., UNPHU)
- Educación Agrícola (e.g., UNPHU)

Las principales actividades de asesoramiento a ser financiadas consistirán de (a) desarrollo del plan de estudios y (b) desarrollo del profesorado. El primero incluirá: (1) identificación de las disciplinas académicas adicionales que ofrecerá cada universidad; (2) identificación de las materias específicas a desarrollarse para cada especialidad nueva; y (3) asignación de cada una de estas materias a instructores locales de modo que los miembros del profesorado dominicano enviados a entrenarse a los Estados Unidos sean luego nombrados a los programas educacionales de acuerdo al plan. El otro componente de adiestramiento basado en los planes de desarrollo del plan de estudios y en las proyectadas demandas de los recursos humanos profesionales en agricultura, proporcionará estudios de post-graduado en los Estados Unidos a aproximadamente 10 miembros del profesorado anualmente. Aproximadamente \$1,050,000 del fondo en dólares del Programa estarán disponibles para dichos estudios de post-graduado, y aproximadamente RD\$240,000 del fondo en pesos del Programa para adiestramiento en idiomas y gastos locales pertinentes.

Además del personal a tiempo completo mencionado arriba, el contratista estadounidense proporcionará aproximadamente 24 meses-hombres de servicios de asesoría a corto plazo en campos tales como administración y desarrollo de planes de estudios. Los servicios a corto plazo de un coordinador con base en los Estados Unidos para el grupo universitario en los Estados Unidos podrían incluirse en el contrato de ser necesario.

4. Caminos Vecinales

(a) Propósito—Aumentar la capacidad del Gobierno para construir y mejorar los caminos vecinales en las regiones rurales seleccionadas.

(b) Contribución Financiera—El Prestatario y la A.I.D. contribuirán las cantidades especificadas abajo durante aquellos años

indicados para financiar el Componente de Caminos Vecinales del Programa.

TABLA V(a)
(en miles RDS)

	AC * 74	AC 75	AC 76	AC 77	Total
Total de la A.I.D.	30	330	330	310	1,000
Dólares	—	—	—	—	—
Pesos	30	330	330	310	1,000
Total del Prestatario (Pesos)	30	330	330	310	1,000
Total	60	660	660	620	2,000

(c) Gastos de la Actividad—Los fondos combinados se desembolsarán en los períodos señalados a fin de financiar los Caminos Vecinales de la Sub-Actividad indicada abajo.

TABLA V(b)
(en miles RDS)

Actividad: Caminos Vecinales

	AC * 74	AC 75	AC 76	AC 77	Total
<u>Sub-Actividad por Agencia Ejecutora</u>					
Secretaría de Obras Públicas, Construcción de Caminos Vecinales	60	660	660	620	2,000
<u>Gran Total Componente de</u> <u>Caminos Vecinales</u>	60	660	660	620	2,000

* Año Calendario

(d) Ejecución—Aproximadamente 137 kilómetros de carreteras secundarias y caminos vecinales adicionales deberán construirse durante el período de operación del préstamo con los fondos arriba indicados. Estos fondos deberán utilizarse únicamente para gastos de construcción y para carreteras fuera de aquellas ya presupuestadas para ser construidas por el Gobierno Dominicano. Todos los recursos adicionales requeridos para llevar a cabo este programa se costearán del presupuesto normal de operaciones de Caminos Vecinales, actualmente presupuestado en aproximadamente RD\$1,200,000 anual. Se deberán emplear métodos de mano de obra intensiva y práctica, en un extremo máximo, en la construcción de las carreteras hechas con recursos del Programa para así utilizar el exceso de mano de obra del

grupo de pequeños agricultores en las regiones identificadas con una densa población de pequeños agricultores. En consulta con SEA, que jugará un papel importante en la identificación de las regiones agrícolas que necesiten dicho tipo de carretera, Caminos Vecinales acuerda desarrollar un plan de trabajo, aceptable a la A.I.D., identificando el tipo de carretera, los tramos a construirse, y la longitud de las carreteras a ser construidas con fondos del Programa.

III. GENERAL

Además de los Componentes del Programa, Actividades y Sub-Actividades descritas en este Anexo, hay otros aspectos del Programa no mencionados específicamente que son esenciales a la realización de los objetivos del Préstamo. Por lo tanto, el Prestatario consultará con la A.I.D. sobre aquellas medidas adicionales de crédito que mutuamente consideren importantes para alcanzar los objetivos de crédito del Programa.

Una medida específica a ser revisada durante 1974 será la creación de un Fondo de Préstamo Garantizado (FPG) o un programa similar de garantía para fines de crédito agrícola. Se han asignado RD\$5,000,000 del fondo en pesos del Programa para este fin de la siguiente manera: AC* 1975—RD\$1,000,000, AC 1976—RD\$2,000,000 y AC 1977—RD\$2,000,000.

La A.I.D. también consultará con el Prestatario cada cierto tiempo sobre mejoras organizacionales y administrativas de las Agencias Ejecutoras para así asegurar que los objetivos del Programa sean alcanzados a tiempo y de manera eficiente.

* Año Calendario

POLISH PEOPLE'S REPUBLIC

**Fisheries: Northeastern Pacific Ocean Off
the United States Coast**

*Agreement signed at Washington December 16, 1975;
Entered into force January 1, 1976.*

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC
REGARDING FISHERIES IN THE NORTHEASTERN PACIFIC
OCEAN OFF THE COAST OF THE UNITED STATES

The Government of the United States of America and the
Government of the Polish People's Republic;

Desiring to establish a rational regime for the conser-
vation and management of the fish stocks off the Pacific
Coast of the United States;

Recognizing the need to restore those stocks and to
maintain them at maximum sustainable yield;

Desiring to promote the objective of optimum utilization
of those stocks in accordance with the results of scientific
research;

Taking into account anticipated legal and jurisdictional
changes in the regime of fisheries management based upon
the consensus emerging from the Third United Nations
Conference on the Law of the Sea, and the need to implement
such changes according to certain principles having due
regard for the interests of the affected coastal and
distant-water fishing nations;

Aware that, since 1973, Polish vessels and nationals
have habitually fished in particular areas of the Northeastern
Pacific Ocean off the coast of the United States,

Have agreed as follows:

Article 1

The basic purposes of this Agreement are to:

- (a) ensure effective conservation and rational management of the fisheries of common concern off the coast of the United States in the Northeastern Pacific Ocean;
- (b) establish a common understanding of the principles which will form the basis for future cooperation between the two Governments regarding those fisheries; and
- (c) provide solutions to current problems in those fisheries.

Article 2

1. It is agreed that the following principles will be applied in order to adjust future fishing by nationals and vessels of Poland off the Pacific Coast of the United States without prejudice to special principles applicable to certain species, including anadromous species and highly migratory species:

- (a) The establishment of a rational conservation regime based on the best available scientific evidence;
- (b) The determination of allowable catch and other conservation measures by the United States, after consultations with the affected States, including Poland in appropriate

cases, on the basis of maximum sustainable yield as qualified by relevant environmental and economic factors;

(c) The implementation of preferential harvesting rights for United States fishermen based on their capacity to harvest the living resources;

(d) The implementation of an allocation system based on the principle of optimum utilization;

(e) Allocation among foreign States of that part of the allowable catch in excess of United States harvesting capacity, taking into account, inter alia, the need to minimize economic dislocation in States whose nationals have habitually fished in the area and their cooperation during such time with respect to the conservation of the resources;

(f) The establishment of more effective enforcement procedures including greater participation by the United States;

(g) The implementation of a standardized system for collection of relevant statistical information; and

(h) The implementation of arrangements to resolve gear conflicts and to ensure adequate compensation to United States fishermen.

2. In cases where the full initial implementation of United States preferential harvesting rights in a single year would result in severe economic hardship for Poland and its nationals, the United States will consider

arrangements for the phased implementation of these preferential harvesting rights over a period of two or three years, in the context of generally satisfactory arrangements, provided that no adverse effects on the conservation of the stocks concerned will result.

Article 3

1. The Government of the United States of America and the Government of the Polish People's Republic consider it desirable to expand research pertaining to the species of fish of interest to both Parties. Such research will be conducted according to national programs as well as mutually agreed research programs.

2. The competent agencies of both Governments shall ensure the following:

a. An annual exchange of scientific and statistical data and the results of fishery research concerning the area covered by this Agreement and immediately adjoining areas off the Pacific coast of North America. The biostatistical data supplied by the Polish People's Republic will be in the same format as the data supplied at the May, 1975, meeting between representatives of the two Governments;

b. To the extent possible, meetings of scientists of both countries as well as the participation of the

.. scientists of one country in fishery research conducted by the vessels of the other country;

c. A cooperative program through which the fisheries specialists of one country shall be placed aboard fishing vessels of the other country for the purpose of obtaining biostatistical data from catches obtained by using various fishing methods; and

d. A continuous exchange of scientific, technical and general fishery publications.

3. The Government of the Polish People's Republic will ensure the collection of the following biostatistical data on the total catch (including by-catch) of all species by vessel class for fisheries in the area covered by this Agreement and immediately adjoining areas off the Pacific coast of North America:

(1) Preliminary monthly catch data will be sent within thirty (30) days of the month of record. Each monthly submission will include catches by species for each statistical area defined by the International North Pacific Fisheries Commission.

(2) Final annual catch and effort statistics, by month, species, vessel size, and 30 minutes Latitude by one degree Longitude will be sent within 180 days after the end of the year.

These data will be provided to the appropriate fisheries authorities of the United States Government.

4. Each Government shall take the appropriate steps to assure cooperation among appropriate institutions in the field of fishery research.

Article 4

Both Governments will take measures to assure that their citizens and vessels will, in the waters covered by this Agreement, conduct their fishing with due regard for the conservation of the stocks of fish.

Article 5

The Government of the Polish People's Republic will adopt the measures necessary to ensure that nationals and vessels of Poland will:

a. Refrain from fishing in the Bering Sea east of the International Date Line throughout the year, except in waters adjacent to the Aleutian Islands south of 53°30' North Latitude and west of 175° West Longitude in the areas defined below:

(1) Between 175°00' West Longitude and 179°00' East Longitude and seaward of a limit of 20 nautical miles from the baseline from which the United States territorial sea is measured;

TIAS 8354

(2) West of 179°00' East Longitude and seaward of a limit of 12 nautical miles from the baseline from which the United States territorial sea is measured;

b. Refrain from fishing for Pacific salmon (Oncorhynchus spp.) throughout the year and return immediately to the sea, in a viable condition insofar as possible, any salmon taken incidentally;

c. Refrain from fishing for Pacific halibut (Hippoglossus stenolepis) throughout the year and return immediately to the sea, in a viable condition insofar as possible, any halibut taken incidentally. Polish fishing vessels will avoid conducting fishing operations in areas where concentrations of Pacific halibut are encountered;

d. Refrain from conducting specialized fisheries off the Pacific coast of the United States for rockfish (Sebastes spp.), blackcod (Anoplopoma fimbria), flounders and soles (Pleuronectidae and Bothidae), anchovy (Engraulis mordax), Pacific mackerel (Scomber japonicus), herring (Clupea harengus) and shrimp (Pandalidae). Polish fishing vessels will avoid conducting fishing operations in areas where concentrations of these species are encountered;

e. Refrain from fishing in the Gulf of Alaska in the following times and areas:

(1) From February 16 to November 14 inclusive between 147°00' West Longitude and 157°00' West Longitude;

(2) From January 1 to February 15 and from November 15 to December 31 inclusive, off Kodiak Island seaward of a limit of twelve nautical miles from the baseline from which the United States territorial sea is measured in the six areas bounded respectively by straight lines connecting in each of the following groups of coordinates in the order listed:

(i)	North Latitude	West Longitude
	57°15'	154°51'
	56°57'	154°34'
	56°21'	155°40'
	56°26'	155°55'
	57°15'	154°51'

(ii)	North Latitude	West Longitude
	56°27'	154°06'
	55°46'	155°27'
	55°40'	155°17'
	55°48'	155°00'
	55°54'	154°55'
	56°03'	154°36'
	56°03'	153°45'
	56°30'	153°45'
	56°30'	153°49'
	56°27'	154°06'

(iii)	North Latitude	West Longitude
	56°30'	153°49'
	56°30'	153°00'
	56°44'	153°00'
	56°57'	153°15'
	56°45'	153°45'
	56°30'	153°49'
(iv)	North Latitude	West Longitude
	57°05'	152°52'
	56°54'	152°52'
	56°46'	152°37'
	56°46'	152°20'
	57°19'	152°20'
	57°05'	152°52'
(v)	North Latitude	West Longitude
	57°35'	152°03'
	57°11'	151°14'
	57°19'	150°57'
	57°48'	152°00'
	57°35'	152°03'
(vi)	North Latitude	West Longitude
	58°00'	152°00'
	58°00'	150°00'
	58°12'	150°00'
	58°19'	151°29'
	58°00'	152°00'

(3) From January 1 to May 31 and from August 10 to December 31 inclusive off Unimak Island seaward of a limit

of twelve nautical miles from the baseline from which the United States territorial sea is measured in the area between 163°04' West Longitude and 166°00' West Longitude;

(4) From January 1 to February 15, and from December 1 to December 31 inclusive in the area between 140°00' West Longitude and 147°00' West Longitude;

f. Refrain from fishing throughout the year in the waters off the coast of the Pacific Northwest and California in the following areas:

(1) Between 47°30' North Latitude and 48°30' North Latitude; and between 48°30' North Latitude and 48°40' North Latitude east of 125°40' West Longitude;

(2) Between 46°14' North Latitude and 46°56' North Latitude landward of the isobath of 110 meters;

(3) Off the Columbia River in an area bounded by straight lines connecting the following coordinates in the order listed.

North Latitude	West Longitude
46°00'	124°40'
46°20'	124°20'
47°00'	124°40'
47°00'	125°20'
46°20'	124°50'
46°00'	124°55'
46°00'	124°40'

(4) Off the Klamath River in an area bounded by straight lines connecting the following coordinates in the order listed:

North Latitude	West Longitude
41°37'	124°34'
41°37'	124°30'
41°20'	124°28'
41°20'	124°32'
41°37'	124°34'

(5) Off California south of 38°30' North Latitude;

g. Refrain from fishing from January 1 to May 31 and from November 1 to December 31 inclusive between 47°30' North Latitude and 38°30' North Latitude;

h. Refrain from fishing with gear other than pelagic gear (true midwater trawls, using trawl doors incapable of being fished on the bottom) in the area covered by this Agreement;

i. Limit the total number of Polish fishing and processing vessels licensed to operate in the Northeastern Pacific Ocean off the United States coast to not more than twelve of which not more than eight will be present at any one time in the area covered by this Agreement. Of the number of Polish fishing and processing vessels which may be present, not more than seven shall be present at any one time between 38°30' North Latitude and 47°30' North Latitude; not more than four will be present at any one time in the Gulf of Alaska north of 54°30' North Latitude between 132°00' West Longitude and 157°00' West Longitude and north of 53°00' North Latitude between 157°00' West Longitude and 166°00' West Longitude; and not more than four will be present at any one time in the Northeastern Pacific Ocean and the Bering Sea west of 166°00' West Longitude.

3.. Limit the catch of Pacific hake in the Northeastern Pacific Ocean off the United States coast to a level not to exceed 26,000 metric tons. In this connection nationals and vessels of Poland shall refrain from fishing in the area between 38°30' North Latitude and 47°30' North Latitude landward of 125°40' West Longitude (1) after the deployment of fishing and processing vessels reaches a total of 936 vessel-days, or (2) when the catch by such vessels reaches the agreed level of 26,000 metric tons, whichever occurs first.

Article 6

Recognizing that some incidental catch of living resources of the continental shelf may be unavoidable in directed fisheries for other species, the Government of the Polish People's Republic, in order to protect and conserve the living resources of the United States Continental Shelf, agrees to take appropriate measures to:

a. ensure that its nationals and vessels will:

(1) Refrain from engaging in a directed fishery for any species of living resources of the United States Continental Shelf. A list setting forth the living resources of the United States Continental Shelf shall be provided to the Government of the Polish People's Republic by the Government of the United States of America. Such list may be amended if necessary during the period of force of the Agreement;

(2) When engaged in fishing or in fishing support activities in waters over the Continental Shelf of the United States, refrain from having on board any continental shelf fishery resources taken on the continental shelf of another country;

(3) Avoid concentrations of living resources of the continental shelf and, when a concentration of such resources is encountered in the course of their fishing operations, take immediate steps to avoid the concentration in future tows;

(4) When any incidental catch of living resources of the continental shelf is taken, immediately return those resources to the sea with a minimum of injury. The amount, species position, dates, type of gear, time gear on bottom, and disposition of such incidental catch will be promptly recorded in the vessel's fishing log book;

(5) Allow and assist the boarding and inspection of their vessels using fishing gear being towed in contact with the bottom by enforcement officers of the United States for the purpose of ascertaining compliance with this Agreement;

b. reduce the use by its nationals and vessels of fishing gear operated in contact with the bottom in fisheries off the coast of the United States, and ensure the substitution of such gear with gear which does not generally come into contact with the bottom in normal use;

c. collect data on the incidental catch and disposition of the living resources of the continental shelf of the United States by its nationals and vessels, by 30 minute square graticules, by vessel class, on a haul-by-haul basis. Such information shall be provided to the Director of the Northwest Region of the United States National Marine Fisheries Service during the meetings provided for in Article 8 of this Agreement.

Article 7

The Government of the United States of America and the Government of the Polish People's Republic will take steps to minimize the possibility of conflict between gear anchored in the sea and mobile fishing gear and to investigate conflicts when they are reported. This will include:

- a. For the American side, with respect to fixed fishing gear, development and use of improved marking and deployment practices, and to the extent possible timely notification of known locations of concentrations of fixed fishing gear by transmission of radio messages to the Polish fleet;
- b. For the Polish side:
 - (1) Notice to American authorities of areas of concentration of the Polish fishing fleet in the vicinity of locations of fixed gear. This notification shall be accomplished in the form of a timely response to the fixed gear notification by American authorities and shall include current locations of the Polish fleet, as well as inspection vessels;
 - (2) Acknowledgment of receipt of the fixed fishing gear notifications described in subparagraph (a) above;
 - (3) Additional precautionary measures by Polish vessels to avoid fishing operations that could damage the fixed gear set by United States fishermen, including the requirement that Polish vessels at all times remain a reasonable distance away from fixed gear areas to prevent damage to fixed gear and interference with the setting or hauling of such gear;

c. For both sides:

(1) If a vessel is operating near a fixed gear area in such a manner as to indicate to competent authorities of either country that a conflict is likely to occur, the above-mentioned authorities shall, with a view to facilitating flag State corrective action, take prompt steps to prevent the potential conflict. This will include, where possible, communicating information and warnings concerning the potential danger to the vessels involved and to any inspector of the other Government known to be in the vicinity or a designated authority of the other Government. Upon receiving such communications, the authorities shall promptly take appropriate action to attempt to avoid the occurrence of a conflict. The vessels involved should also communicate directly using the customary international radio communication procedures;

(2) When a conflict has occurred, either side shall immediately notify the appropriate authorities of the other side. Both sides shall ensure that prompt and thorough investigations are made by appropriate inspectors for their own side. These investigations should be made on the site of the incident when possible. On a voluntary basis, the investigation may be conducted jointly by inspectors of both sides. The invitation to the inspector of the other side will be extended by the inspector of the flag State upon the request of the master in charge of the fishing vessel involved in the conflict. The results of these investigations shall be provided to the United States-Polish Fisheries Board, in

accordance with Article 11, for use in case of a claim arising out of the conflict;

d. United States fishery authorities and Polish fishery authorities will inform each other of the location of items of fishing gear or other materials lost overboard which constitute a danger to fishing operations on common fishing grounds;

e. The detailed provisions and procedures of Annex I shall be followed to the extent possible in implementing the provisions of this Article.

Article 8

1. Both Governments consider it useful to arrange:

a. Regular visits of representatives of the fisheries authorities of the two countries to exchange information and discuss actual or potential problems concerning the fishing grounds, questions relating to the operations of the fishing fleets, and questions arising out of the application of the provisions of this Agreement; such visits shall take place at the request of either side, and shall occur on appropriate vessels of either side or at another mutually agreed location;

b. Mutual visits of representatives of fishermen's organizations of the two countries on vessels operating in the Northeastern Pacific or at another mutually agreed location.

2. Those participating in each visit shall prepare a brief report of their visit in each case and submit it to the appropriate authorities of the two Governments. Visits shall be arranged between the appropriate Regional Director of the National Marine Fisheries Service in Seattle, Washington; Juneau, Alaska, or Terminal Island, California, and the chiefs of the fishing fleets of the Deep Sea Fisheries and Fishery Services Enterprise "DALMOR" in Gdynia, "ODRA" in Swinoujscie, or "GRYF" in Szczecin, as appropriate. Each side will inform the other side, at least two weeks before the visit, of subjects it wishes to be discussed.

3. To facilitate communications for the purposes of this Agreement, each side shall keep the other advised of the name and radio address of the appropriate officials available in the Agreement area.

Article 9

The areas where Polish fishing vessels may conduct loading operations in the waters of the nine-mile fishery zone contiguous to the territorial sea of the United States of America shall be as follows:

a. Near Forrester Island, Alaska, in the waters bounded on the north by 54°54' North Latitude, on the east by 133°16' West Longitude, and on the south by 54°44' North Latitude;

b. Near Destruction Island, Washington, in the waters between 47°36' North Latitude and 47°45' North Latitude.

Article 10

The provisions of Annex II shall be applicable, on a voluntary basis, for the purpose of ensuring the application of the Agreement, except where enforcement is otherwise provided for in the Agreement. Nothing in this Article is intended to modify the authority or procedures for enforcement of United States law.

Article 11

Both Governments agree that the activities of the nationals and vessels of the parties to this Agreement shall come within the purview of the United States-Polish Fisheries Board, established by the Agreement between the Government of the United States of America and the Government of the Polish People's Republic Regarding Fisheries in the Western Region of the Middle Atlantic Ocean and Annex I thereto,^[1] in accordance with the terms of said Annex.

Article 12

Nothing in this Agreement shall be interpreted as prejudicing the views of either Government with regard to the principle of freedom of fishing on the high seas.

¹TIAS 8099; 26 UST 1135.

Article 13

1. This Agreement shall enter into force January 1, 1976, and shall remain in force for a period of one year, unless terminated sooner by either Party upon 30 days notice to the other.

2. In the event a new regime of fisheries management off the coast of the United States becomes effective prior to the expiration of this Agreement, the Government of the United States may give notice of termination of this Agreement, which termination shall take effect not less than 60 days after the giving of such notice.

3. Representatives of the two Governments shall meet prior to the expiration or termination of this Agreement pursuant to paragraph 2 of this Article, for the purpose of further negotiations to further the achievement of the objectives and principles set forth in Articles 1 and 2.

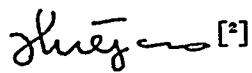
IN WITNESS WHEREOF, the undersigned, being duly authorized for this purpose, having signed this Agreement.

Done in Washington, this 16th day of December, 1975,
in duplicate in the English and Polish language, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

A handwritten signature in black ink, appearing to read "Rozanne L. Ridgway".

FOR THE GOVERNMENT OF THE
POLISH PEOPLE'S REPUBLIC:

A handwritten signature in black ink, appearing to read "J. Wiejacz".

¹ Rozanne L. Ridgway

² J. Wiejacz

ANNEX I

Measures to Prevent Fishing Conflict in the
Waters Off the Pacific Coast of the United States

1. a. This Annex applies to the waters off the Pacific coast of the United States.

b. For purposes of this Annex,

"fishing vessel" means any vessel engaged in the business of catching fish;

"vessel" means any fishing vessel and any vessel engaged in the business of processing fish or providing supplies or services to fishing vessels.

2. a. Fishing vessels shall be registered and marked in order to ensure their proper identification at sea in accordance with the regulations of each Government. The competent authorities of each Government shall inform the competent authorities of the other Government of the system of registration and marking used.

b. Each fishing vessel shall carry on board an official document, issued by the competent authority of its country, showing the name, if any, and description of the vessel, its nationality, its registration letter or letters and number, and the name of the owner or of the firm or association to which it belongs.

c. Each fishing vessel shall carry a national flag in good condition to be shown at the request of the competent authorities.

d. The nationality of a fishing vessel shall not be concealed in any manner whatsoever.

3. a. Subject to compliance with the International Regulations for Prevention of Collisions at Sea [¹] all vessels shall conduct their operations so as not to interfere with the operations of fishing vessels, or fishing gear.

b. Vessels arriving on fishing grounds where fishing vessels are already fishing or have set their gear for that purpose shall inform themselves of the position and extent of gear already placed in the sea and shall not place themselves or their fishing gear so as to interfere with or obstruct fishing operations already in progress.

c. No vessel shall anchor or remain on a fishing ground where fishing is in progress if it would interfere with such fishing unless required for the purpose of its own fishing operations or in consequence of accident or other circumstances beyond its control.

d. Except in cases of force majeure no vessel shall dump in the sea any article or substance which may interfere with fishing or obstruct or cause damage to fish, fishing gear or fishing vessels.

e. No vessel shall use or have on board explosives intended for the catching of fish.

f. In order to prevent damage, fishing vessels engaged in trawling and other fishing vessels with gear in motion shall take all practicable steps to avoid nets and lines or other gear which is not being towed.

g. (1) When nets belonging to different fishing vessels get foul of each other, they shall not be severed without the consent of the parties concerned unless it is impossible to disengage them by other means.

¹TIAS 5813; 16 UST 794.

(2) When fishing vessels fishing with lines entangle their lines, the fishing vessel which hauls up the lines shall not sever them unless they cannot be disengaged in any other way, in which case any lines which may be severed shall where possible be immediately joined together again.

(3) Except in cases of salvage and the cases to which the two preceding subparagraphs relate, nets, lines or other gear shall not under any pretext whatever, be cut, hooked, held on to or lifted up except by the fishing vessel to which they belong.

(4) When a vessel fouls or otherwise interferes with gear not belonging to it, it shall take all necessary measures for reducing to a minimum the injury which may result to such gear. The fishing vessel to which the gear belongs shall, at the same time, avoid any action tending to aggravate such damage.

4. With respect to nets, lines and other gear anchored in the sea, fishing vessels shall comply with the rules set out below in this paragraph.

a. Fishing vessels operating gear anchored in the sea shall, when they are present, notify approaching vessels of the position and extent of gear.

b. Fishing vessels using mobile gear shall.

(1) Maintain a continuous visual and radar watch for markers indicating the position and extent of gear anchored in the sea.

(2) Avoid areas where gear is known to be anchored in the sea.

ANNEX II

Scheme of Joint Enforcement Between
the United States of America and
the Polish People's Republic
Regarding Fisheries in the Northeastern
Part of the Pacific Ocean

Pursuant to Article 10 of the Agreement, the following are voluntary arrangements for a joint enforcement scheme for the purpose of ensuring the application of the Agreement.

1. Control shall be carried out by inspectors of the fishery control services of the two Governments.
2. The ships used to carry the inspection officers may be either special inspection vessels or fishing vessels. Notification of the names of the Polish ships and the inspectors shall be provided on a timely basis to the Regional Directors of the Southwest, Northwest, and Alaska Regions of the National Marine Fisheries Service, as appropriate through Coast Guard radio stations San Francisco (NMC) or Kodiak (NOJ). Agents of the National Marine Fisheries Service and officers of the United States Coast Guard are the designated inspection officers and cutters of the United States Coast Guard are the inspection vessels of the United States. The names of any additional inspection vessels shall be provided on a timely basis to the chief of the Polish fisheries fleet. Each side shall notify the other of the name and means for establishing radio communications with an authority present in the area of the Agreement who will be authorized to receive and respond to reports of violations of the provisions of this Agreement.
3. Each inspector shall carry a document of identity supplied by the authorities of his Government.

4. A ship carrying an inspector may give the signal from the International Code of Signals requesting permission to come aboard any vessel of the other country engaged for the time being in fishing or in fish processing in the area covered by the Agreement. The vessel to be boarded shall not be required to stop or maneuver when fishing, shooting or hauling; the master shall nonetheless provide a boarding ladder and otherwise observe the ordinary practice of good seamanship to enable an inspection party coming alongside to board as soon as practicable.

5. On boarding the vessel, an inspector shall produce a document of identity. Inspections shall be made so that the vessel suffers minimum interference and inconvenience. An inspector shall limit his inquiries to the ascertainment of the facts in relation to the observance of the Agreement. The master shall enable the inspector to examine and photograph catch, nets, or other gear and any relevant documents as the inspector deems necessary to verify the vessel's compliance with the provisions of the Agreement. The inspector shall draw up a report of his inspection using the attached form. The inspector shall sign the report in the presence of the master of the vessel, who shall be entitled to add or have added to the report any observations. The master must sign such observations. A copy of the report shall be given to the master of the vessel.

6. a. Where an apparent infringement of the provisions of this Agreement is observed, the inspector shall enter a notation in the fishing log book or other relevant document aboard the inspected vessel stating the date, location and type of apparent infringement. If photographs of the vessel, gear, catch and logs or other documents are taken, copies of the photographs shall be attached to the copy of the report to the flag State. The inspector

may, with a view toward ensuring that the provisions of this Agreement are carried out, immediately attempt to communicate with the appropriate authority of the flag State as designated in paragraph 2, above. The master of the inspected vessel shall arrange for messages to be sent and received using his radio equipment and operator for this purpose. If the inspector succeeds in establishing communications with the appropriate authority of the flag State, and providing the designated authority agrees, the inspector may remain aboard the inspected vessel to facilitate preservation of the evidence of the apparent infringement until boarding of the vessel by an inspector or other authority of a fishery control service of the flag State or until such other time as may be agreed.

b. If an inspector is unable to communicate with the appropriate authorities within a reasonable period of time, he shall complete the inspection, leave the inspected vessel and communicate as soon as possible with those authorities.

c. In any case, a copy report of the inspection, including details of the infringement, shall be transmitted to the appropriate authority of the flag State.

7. Inspectors shall carry out their duties under these arrangements in accordance with the rules set out in this Annex, but they shall remain under the operational control of their national authorities and shall be responsible to them.

8. The inspector may, subject to any limitations that are imposed by both Governments jointly, carry out such examination of the catch and fishing gear as he deems necessary to establish whether or not the Agreement is being complied with. He shall report

any findings of violations to the authorities of the flag State of the inspected vessel as soon as possible. The inspection of fish and fishing gear may be carried out on and below the fishing decks of vessels of each country.

9. Each Government shall consider and act on reports of foreign inspectors under these arrangements on the same basis as reports of national inspectors. The provisions of this paragraph shall not impose any obligation on either Government to give the report of a foreign inspector a higher evidentiary value than it would possess in the inspector's own country. Each Government shall collaborate in order to facilitate judicial or other proceedings arising from a report of an inspector under these arrangements.

10. Each Government will inform the other as soon as possible of any actions taken with respect to fishing violations reported by the other Government.,

Attachment to Annex IIREPORT OF VOLUNTARY INSPECTION

(to be filled in block letters)

AUTHORIZED INSPECTOR

1. Name and nationality
2. Name and identifying letters and/or number of ship

INFORMATION ON VESSEL INVOLVED

3. Nationality
4. Vessel's name and registration
5. Master's name
6. Owner's name and address
7. (a) Position as determined by inspector at _____ G.M.T.

(b) Position as determined by fishing vessel's master at
_____ G.M.T.

DATE AND TIMES THE INSPECTION COMMENCED AND FINISHED

8. (a) Date
- (b) Time arrived on board
- (c) Time of departure

FACTS RESULTING FROM INSPECTION

9. Result of inspection of fish
 - (a) List of species
 - (b) Approximate weight or percentage of each
10. Result of inspection of fishing gear
11. Comments and/or observations by inspector
12. Statements by witnesses

-
- Signature of Witnesses
- Signature of Authorized Inspector
13. Comments and/or observations by the master
of the vessel
14. Signature of the Master
- (He should be the last to sign. All other
people to sign in his presence.)

ILLUSTRATIVE QUESTIONNAIRE FROM INSPECTOR TO SKIPPER

1. I am an Inspector under the Agreement between the United States of America and the Polish People's Republic. Here is my identity card.
2. Who is the Master of this vessel?
3. Do you understand that this inspection is voluntary?
4. I request your collaboration with the examination of the catch, fishing gear, and documents (nationality paper/fishing log book).
5. Please check that the time is ____ G.M.T.
6. Please show me your vessel's fishing log books, if any.
7. Please give me your name.
8. Please write down the name and address of the owners of your vessel.
9. Are you fishing for industrial purposes?
10. I am recording your position as ____° lat., ____° long.
at ____ G.M.T. Do you agree?
11. I agree. (Yes)
12. I do not agree. (No)
13. Would you like to check your position with my instruments on board the inspection ship?
14. Do you now agree on your position? If not, you should write your estimated position in Section 7(b) of the Report Form.
15. Are you aware that you are fishing within a closed area?
16. Are you aware that you are fishing within a closed area with the wrong type of gear?

17. Where are your working spaces?
18. Please switch on these lights.
19. I wish to inspect your catch. Have you finished sorting the fish?
20. Will you please lay out those fish.
21. I wish to inspect your gear. Are you using bottom trawl or pelagic (mid-water) gear?
22. I have found no infringement of the Agreement and I will so report to your flag State.
23. Please note that photographs are listed in the report.
24. I have discovered an apparent infringement of the Agreement and wish to communicate with the authorities of your flag State. Please contact them for me.
25. I will note this infringement in your fishing log.
26. Do you have any witnesses who wish to make observations? If so, they may do so in their own language in Section 12 of the Report Form.
27. Do you wish to make any comments and/or observations concerning this inspection? If so, please do so in your own language in Section 13 of the Report Form.
28. Please sign the report in Section 14.
29. I am leaving. Please check that the time is _____ G.M.T.
30. Thank you -- Bon voyage.

Agreed Minutes

1. The representatives of both Governments stated that their Governments will take appropriate measures to ensure that their nationals and vessels will not, in trawling for bottom fish, use liners of such mesh size as to retain immature fish. The Government of the Polish People's Republic will also take appropriate measures to ensure that its nationals and vessels engaging in the hake fishery will use trawls with a mesh size, in any of the parts, of no less than 110 millimeters, or 4.33 inches, stretched mesh, including one knot (two bars).

2. The representatives of both Governments agreed that with respect to paragraph 2.c. of Article 3, the participation of United States fishery scientists aboard Polish fishing vessels may consist of either duly authorized Federal or State scientists.

3. The Polish representative stated that with respect to paragraph i. of Article 5, his Government would provide the United States Government with a list of the twelve Polish vessels which will be licensed to fish in the Northeastern Pacific Ocean, and further, that there would be no substitutions or additions to the list during the period of force of the Agreement.

4. The United States representative indicated that, in view of the participation of other nations in the fisheries covered by this Agreement and the need for sound conservation practices to be extended to all of them on an equitable basis, the United States would take into account, inter alia, the outcome of negotiations with other affected nations when this Agreement is due to be renegotiated upon its expiration.

5. The United States representative took cognizance of the Polish request for port call privileges along the Pacific coast of the United States, and stated that her Government would give consideration to the request.

6. The Polish representative stated that the Polish fishing fleet will not conduct any fishing operations utilizing longline gear.

7. The Polish representative agreed that the Chief of the Polish Fishing Fleet will notify United States fishery authorities (1) before beginning fishing or fisheries support operations in the area covered by the Agreement, (2) prior to entering the areas provided in Article 9 to conduct loading operations, and (3) daily to advise of current positions of all Polish vessels in the area covered by the Agreement.

8. The representatives of both Governments agreed that should it be considered desirable to renegotiate or extend this Agreement for 1977, additional closures and conservation measures necessary to protect the stocks during periods of the year not covered by this Agreement might be considered and included in any such extension or modification.

9. The representatives of both Governments indicated that they would give appropriate consideration to facilitating the translation of fishery publications to be exchanged under paragraph 2.d. of Article 3 of this Agreement.

10. The Polish representative agreed with regard to paragraph 1. of Article 5 that the Polish fisheries vessels employed in the area covered by this Agreement in 1976 will

not exceed the average capacity of the Polish fisheries vessels employed in this area in either 1974 or 1975.

11. The representatives of both Governments indicated their common understanding that nothing in the present Agreement is intended to interfere with the navigation of vessels not engaged in fishing activities through the areas covered by this Agreement. Polish fishery vessels clearly in transit in the area covered by this Agreement and reported to United States fishery authorities will not be included as a fishery vessel under paragraph 1. of Article 5 of this Agreement.

12. In connection with paragraph a.(1) of Article 6 of this Agreement, the United States representative provided the following list of living resources of the continental shelf to the Polish representative:

COELENTERATA

Bamboo Coral - *Acanella* spp.

Black Coral - *Antipathes* spp.

Gold Coral - *Callogorgia* spp.

Precious Red Coral - *Corallium* spp.

Bamboo Coral - *Keratoisis* spp.

Gold Coral - *Parazoanthus* spp.

CRUSTACEA

Dungeness Crab - *Cancer magister*

Tanner Crab - *Chionoecetes angulatus*

Tanner Crab - *Chionoecetes bairdi*

Tanner Crab - *Chionoecetes opilio*

Tanner Crab - *Chionoecetes tanneri*

Deep-sea Red Crab - *Geryon quinquedens*
American Lobster - *Homarus americanus*
Golden King Crab - *Lithodes aequispinus*
Stone Crab - *Lithodes maja*
Stone Crab - *Menippe mercenaria*
King Crab - *Paralithodes brevipes*
California King Crab - *Paralithodes californiensis*
King Crab - *Paralithodes camtschatica*
King Crab - *Paralithodes platypus*
California King Crab - *Paralithodes Rathbuni*

MOLLUSKS

Ocean Quahog - *Arctica islandica*
Pink Abalone - *Haliotis corrugata*
Japanese Abalone - *Haliotis kamtschatkana*
Red Abalone - *Haliotis rufescens*
Surf Clam - *Spisula solidissima*
Queen Conch - *Strombus gigas*

SPONGES

Glove Sponge - *Hippoplospongia canaliculata*
Sheepswood Sponge - *Hippoplospongia lachne*
Yellow Sponge - *Spongia barbata*
Grass Sponge - *Spongia graminea*

POROZUMIENIE

MIEDZY RZĄDEM STANÓW ZJEDNOCZONYCH AMERYKI A RZĄDEM POLSKIEJ
RZECZYPOSPOLITEJ LUDOWEJ W SPRAWIE RYBOŁÓSTWA W PÓŁNOCNO-WSCHODNIM
PACYFIKU U WYBRZEŻY STANÓW ZJEDNOCZONYCH

Rząd Stanów Zjednoczonych Ameryki i Rząd Polskiej Rzeczypospolitej Ludowej
pragnąc ustanowić racjonalny reżim ochrony i eksploatacji zasobów rybnych na Pacyfiku
u Wybrzeża Stanów Zjednoczonych;
uznając potrzebę odbudowy tych zasobów oraz utrzymania ich na poziomie maksymalnego
poziomu wydobycia;
prognozując utwierdzenie wykorzystanie tych zasobów, mając na względzie wyniki badań
naukowych;
biorąc pod uwagę przewidywane zmiany prawne i jurysdykcyjne w reżimie uprawiania rybołówstwa
oparte o zgodność poglądów III-ej Konferencji Prawa Morza Organizacji Narodów
Zjednoczonych i potrzebę wprowadzenia takich zmian stosownie do pewnych zasad, należycie
uwzględniając interesy tak państw przybrzeżnych jak i państw posiadających dalekomorskie
floty rybackie;
świadome, że od 1973 r. statki i obywatele Polski zwyczajowo łowili w określonych obszarach
Północno-Wschodniego Pacyfiku, uzgodniły jak następuje:

Artykuł 1

Do podstawowych celów niniejszego Porozumienia należy:

a/ zapewnienie efektywnej ochrony i racjonalnego wykorzystania rybołówstwa,
stanowiącego przedmiot wzajemnego zainteresowania, u wybrzeży Stanów
Zjednoczonych w Północno-Wschodniej części Oceanu Spokojnego;

- b/ znalezienie systemu wzajemnego zrozumienia zasad, które stanowią podstawę przyszłej współpracy między dwoma rządami w dziedzinie rybołówstwa; i
- c/ znalezienie rozwiązań aktualnych problemów tego rybołówstwa.

Artykuł 2

1 Uzgodniono, że będą stosowane niżej wymienione zasady w celu uregulowania przyszłych połowów przez statki i obywateli polskich u wybrzeży Stanów Zjednoczonych na Pacyfiku bez przesadzenia specjalnych zasad, które będą stosowane do pewnych gatunków włączając w to gatunki dwośrodowiskowe i daleko wędrujące:

- a/ ustanowienie racjonalnego reżimu ochronnego opartego o najlepsze dostępne dowody naukowe;
- b/ określenie dopuszczalnych połowów i innych środków ochronnych przez Stany Zjednoczone, po konsultacjach z zainteresowanymi krajami włączając Polskę w odpowiednich przypadkach, na bazie maksimum dostępnego wydobycia określonego przez właściwe wskaźniki środowiskowe i gospodarcze;
- c/ wprowadzenie preferencyjnych praw połowowych dla rybaków amerykańskich na podstawie ich możliwości wyłowienia żywych zasobów;
- d/ wprowadzenie systemu kwot połowowych opartego na zasadzie optymalnego ich wykorzystania;
- e/ kwoty połowowe obcych państw części dopuszczalnych połowów ponad możliwości połowowe Stanów Zjednoczonych biorąc pod uwagę m.in. potrzebę zmínimalizowania strat gospodarczych w stosunku do państw, których obywatele zwyczajowo poławiali w tym obszarze oraz ich współpracę podczas tego okresu dotyczącej ochrony zasobów;

- f/ ustanowienie bardziej efektywnej procedury kontrolnej, włączając w towiększy udział Stanów Zjednoczonych;
- g/ wprowadzenie standardowego systemu zbierania właściwych informacji statystycznych; i
- h/ wprowadzenie systemu rozwiązywania konfliktów dotyczących uszkodzenia sprzętu połowowego i zapewnienia adekwatnego odszkodowania dla rybaków Stanów Zjednoczonych.

2. W przypadku, gdyby pełne wprowadzenie preferencyjnych praw połowowych Stanów Zjednoczonych miało doprowadzić w jednym roku do poważnych strat gospodarczych dla Polski i jej obywateli, Stany Zjednoczone rozwijały podjęcie kroków do etapowego wprowadzenia tych praw preferencyjnych przez okres dwóch lub trzech lat, tak aby znaleźć ogólnie zadowalające rozwiązanie z zastrzeżeniem, że nie doprowadzi do odwratnych skutków w zakresie ochrony zasobów.

Artykuł 3

1. Rząd Stanów Zjednoczonych Ameryki i Rząd Polskiej Rzeczypospolitej Ludowej uznają za pożądane rozszerzenie badań naukowych, dotyczących gatunków ryb stanowiących przedmiot zaинтересowania Umówiających się Stron. Badania te będą prowadzone zgodnie z własnymi narodowymi programami każdej ze Stron jak również w oparciu o wspólnie uzgodnione programy badań.

2. Właściwe instytucje obu Rządów zapewnią:

- a/ roczną wymianę danych naukowych i statystycznych oraz wyników badań rybackich dotyczących obszaru objętego niniejszym Porozumieniem i obszarów bezpośrednia przyległych u wybrzeży Północnej Ameryki na Pacyfiku.

Dane biostatystyczne dostarczone przez Polską Rzeczypospolitą Ludową będą sporządzane w tej samej formie jak dane przekazane w maju 1975 podczas spotkania przedstawicieli obu Rządów;

b/ w miarę możliwości spotkania naukowców obu krajów oraz udział naukowców jednego kraju w badaniach rybackich prowadzonych przez statki drugiego kraju;

c/ program współpracy, w ramach którego specjalisi w zakresie rybołówstwa jednego kraju będą zaokrętowani na statkach rybackich drugiego kraju w celu uzyskania danych biostatystycznych z połowów przy użyciu różnych metod połowowych;

d/ stałą wymianę naukowych, technicznych i ogólnych publikacji z zakresu rybołówstwa.

3. Rząd Polskiej Rzeczypospolitej Ludowej zapewni gromadzenie następujących danych biostatystycznych o ogólnych połowach /włączając przyłów/ wszystkich gatunków w/g klas statków łowiących w obszarze objętym niniejszym Porozumieniem i obszarów bezpośrednio przyległych u wybrzeży Północnej Ameryki na Pacyfiku:

- 1/ Wstępne miesięczne dane połowowe będą wysyłane w ciągu trzydziestu /30/ dni po zakończonym miesiącu. Kazde miesięczne sprawozdanie będzie zawierało połów w rozbiocie na gatunki dla każdego obszaru statystycznego określonego przez Międzynarodową Komisję Rybołówstwa Północnego Pacyfiku /I.N.P.F.C./
- 2/ Ostateczne roczne dane o połowach i nakładzie połowowym w rozbiocie na miesiąc, gatunki, wielkość statku oraz według kwadratów o rozmiarach 30' szerokości geograficznej na 1° długości geograficznej będą wysyłane w ciągu

180 dni po zakończeniu roku. Dane te będą przekazywane odpowiednim władzom rybackim Rządów Stanów Zjednoczonych.

4/ Kazdy z Rządów podejmie odpowiednie kroki zmierzające do zapewnienia współpracy między właściwymi instytucjami w zakresie badań rybackich.

Artykuł 4

Oba Rządy podejmą właściwe kroki zmierzające do zapewnienia, że ich obywatele i statki na wodach objętych niniejszym Porozumieniem będą prowadziły połów z troską o ochronę zasobów rybnych.

Artykuł 5

Rząd Polskiej Rzeczypospolitej Ludowej zastosuje odpowiednie środki niezbędne dla zapewnienia, że jego statki i obywatele:

a/ wstrzymają się od połówów w Morzu Beringa na wschód od Międzynarodowej Linii Doli przez cały rok, z wyjątkiem wód przyległych do Wysp Aleuckich na południe od $53^{\circ}30'$ szerokości północnej i na zachód od 175° długości zachodniej w obszarach określonych poniżej:

1/ między $175^{\circ}00'$ długości zachodniej i $179^{\circ}00'$ wschodniej długości i w kierunku morza od granicy odległej o 20 mil morskich liczonnych od linii bazowej od której Stany Zjednoczone mierzą granicę morza terytorialnego;

2/ w obszarze przyległym na zachód od $179^{\circ}00'$ długości wschodniej i w kierunku morza od linii 12 mil morskich od linii podstawowej od której miernica jest morze terytorialne Stanów Zjednoczonych;

b/ wstrzymują się od połówów łososia Pacyfiku /Oncorhynchus spp./ przez cały rok a przypadkowo złowionego łososia wrzucą natychmiast do morza w stanie możliwie jak najmniej uszkodzonym.

c/ wstrzymaj się od połówu halibuta pacyficznego /Hippoglossus stenolepis/ przez cały rok, a w przypadku złowionego halibuta wrzuć natychmiast do morza w stanie możliwie jak najmniej uszkodzonym. Polskie statki rybackie będą unikały prowadzenia połówów w obszarach gdzie napotkają koncentracje halibuta Pacyfiku;

d/ wstrzymaj się od wyspecjalizowanych połówów u wybrzeży Stanów Zjednoczonych na Pacyfiku dotyczących karmazynów /Sebastes spp./, blackcod /Anoplopoma fimbria/, płastug i soli /Pleuronectidae i Bothidae/, sardeli /Engraulis mordax/, pacific mackrel /Scomber japonicus/. Śledzia /Clupea harengus pallasi / i krewetek /Pandalidae/. Polskie statki będą unikały prowadzenia połówów gdzie napotkają koncentracje tych gatunków ryb;

e/ wstrzymaj się od połówów w Zatoce Alaski w następujących terminach •

i obszarach:

1/ od 16 lutego do 14 listopada włącznie między $147^{\circ}00'$ i $157^{\circ}00'$ długości zachodniej;

2/ od 1 stycznia do 15 lutego i od 15 listopada do 31 grudnia włącznie przy Wyspie Kodiak w kierunku morza 12 M m. od linii podstawowej, od której mierzone jest morze terytorialne Stanów Zjednoczonych, w sześciu obszarach ograniczonych odpowiednio przez linie proste łączące w każdej z następujących grup współrzędne w wymienionym porządku:

<u>/</u>	<u>Szerokość północna</u>	<u>Długość zachodnia</u>
	$57^{\circ}15'$	$154^{\circ}51'$
	$56^{\circ}57'$	$154^{\circ}34'$
	$56^{\circ}21'$	$155^{\circ}40'$

$56^{\circ}26'$	$155^{\circ}55'$
$57^{\circ}15'$	$154^{\circ}51'$

/II/ Szerokość północna Długość zachodnia

$56^{\circ}27'$	$154^{\circ}06'$
$55^{\circ}46'$	$155^{\circ}27'$
$55^{\circ}40'$	$155^{\circ}17'$
$55^{\circ}48'$	$155^{\circ}00'$
$55^{\circ}54'$	$154^{\circ}55'$
$56^{\circ}03'$	$154^{\circ}36'$
$56^{\circ}03'$	$153^{\circ}45'$
$56^{\circ}30'$	$153^{\circ}45'$
$56^{\circ}30'$	$153^{\circ}49'$
$56^{\circ}27'$	$154^{\circ}06'$

/III/ Szerokość północna Długość zachodnia

$56^{\circ}30'$	$153^{\circ}49'$
$56^{\circ}30'$	$153^{\circ}00'$
$56^{\circ}44'$	$153^{\circ}00'$
$56^{\circ}57'$	$153^{\circ}15'$
$56^{\circ}45'$	$153^{\circ}45'$
$56^{\circ}30'$	$153^{\circ}49'$

/IV/ Szerokość północna Długość zachodnia

$57^{\circ}05'$	$152^{\circ}52'$
$56^{\circ}54'$	$152^{\circ}52'$
$56^{\circ}46'$	$152^{\circ}37'$

56°46'	152°20'
57°19'	152°20'
57°05'	152°52'

/V/	<u>Szerokość północna</u>	<u>Długość zachodnia</u>
	57°35'	152°03'
	57°11'	151°14'
	57°19'	150°57'
	57°48'	152°00'
	57°35'	152°03'

/VI/	<u>Szerokość północna</u>	<u>Długość zachodnia</u>
	58°00'	152°00'
	58°00'	150°00'
	58°12'	150°00'
	58°19'	151°29'
	58°00'	152°00'

3/ Od 1-go stycznia do 31 maja i od 10-go sierpnia do 31-go grudnia włącznie przy wyspie UNIMAK w kierunku morza od granicy 12 mil morskich od linii podstawowej od której mierzone jest morze terytorialne Stanów Zjednoczonych w obszarze między 163°04' i 166°00' długości zachodniej,

4/ Od 1-go stycznia do 15 lutego i od 1 grudnia do 31 grudnia włącznie w obszarze między 140°00' długości zachodniej i 147°00' długości zachodniej;

f/ wstrzymać się od połówów przez cały rok u wybrzeży Północno-Zachodniego Pacyfiku i Kalifornii w następujących obszarach:

- 1/ między $47^{\circ}30'$ szerokości północnej i $48^{\circ}30'$ szerokości północnej
i $48^{\circ}40'$ szerokości północnej i $48^{\circ}30'$ szerokości północnej na wschód
od $125^{\circ}40'$ długości zachodniej;
- 2/ między $46^{\circ}14'$ szerokości północnej i $46^{\circ}56'$ szerokości północnej w kierunku
łądu po izobacie 110 m;
- 3/ w ujściu rzeki Kolumbia w obszarze ograniczonym prostymi liniami łączącymi
następujące współrzędne w następującym porządku:

<u>Szerokość północna</u>	<u>Długość zachodnia</u>
$46^{\circ}00'$	$124^{\circ}40'$
$46^{\circ}20'$	$124^{\circ}20'$
$47^{\circ}00'$	$124^{\circ}40'$
$47^{\circ}00'$	$125^{\circ}20'$
$46^{\circ}20'$	$124^{\circ}50'$
$46^{\circ}00'$	$124^{\circ}55'$
$46^{\circ}00'$	$124^{\circ}40'$

- 4/ przy ujściu rzeki Klamath w obszarach ograniczonych przez linie proste
łączące następujące współrzędne w następującym porządku:

<u>Szerokość północna</u>	<u>Długość zachodnia</u>
$41^{\circ}37'$	$124^{\circ}34'$
$41^{\circ}37'$	$124^{\circ}30'$
$41^{\circ}20'$	$124^{\circ}28'$
$41^{\circ}20'$	$124^{\circ}32'$
$41^{\circ}37'$	$124^{\circ}34'$

- 5/ przy Kalifornii na południe od $38^{\circ}30'$ szerokości północnej;
g/ wstrzymać się od połowów od 1 stycznia do 31 maja i od 1 listopada do
31 grudnia włącznie między $47^{\circ}30'$ szerokości północnej i $38^{\circ}30'$ szerokości
północnej;

- h/ wstrzymać się od prowadzenia połówów narzędziami połówów innymi niż pelagiczne /prawdziwymi włokami pelagicznymi używając rozpomoc uniemających połów denne/ w obszarach objętych niniejszym Porozmieniem;
- i/ ograniczyć ogólną ilość polskich statków łowiących i przetwarzających dopuszczonych do połówów w Północno-Wschodnim Pacyfiku u Wybrzeży Stanów Zjednoczonych do liczby nie większej niż dwanaście z których nie więcej niż osiem będzie obecnych jednocześnie w obszarze objętym niniejszym Porozmieniem. Z ilością polskich statków łowiących i przetwarzających, które mogą być obecne nie więcej niż siedem będzie obecnych jednocześnie między $38^{\circ}30'$ szerokości północnej i $47^{\circ}30'$ szerokości północnej, nie więcej niż cztery będzie obecnych jednocześnie w Zatoce Alaski na północ od $54^{\circ}30'$ szerokości północnej między $132^{\circ}00'$ długości zachodniej i $157^{\circ}00'$ długości zachodniej i na północ od $53^{\circ}00'$ szerokości północnej między $157^{\circ}00'$ długości zachodniej i $166^{\circ}00'$ długości zachodniej; i nie więcej niż cztery będą obecne jednocześnie w Północno-Wschodnim Pacyfiku i Morzu Beringa na zachód od $166^{\circ}00'$ długości zachodniej;
- j/ ograniczyć połów morszczuka w Północno-Wschodnim Pacyfiku u Wybrzeży Stanów Zjednoczonych do poziomu nie przekraczającego 26.000 ton metrycznych. W związku z tym statki i obywatele Polski wstrzymają się od połówów w obszarze między $38^{\circ}30'$ szerokości północnej i $47^{\circ}30'$ szerokości północnej w kierunku lądu $125^{\circ}40'$ długości zachodniej,
- 1/ po osiągnięciu w tym rejonie przez statki poławiające i przetwarzające ogólną ilość 936 statko-dni albo, ..
- 2/ gdy połów tych statków osiągną uzgodniony poziom 26.000 ton metrycznych cokolwiek wydarzy się pierwsze.

Artykuł 6

Uznając fakt, że przypadkowe połów żywych zasobów szelfu kontynentalnego mogą być nie do uniknięcia przy prowadzeniu wyspecjalizowanych połówów innych gatunków, Rząd Polskiej Rzeczypospolitej Ludowej w celu zabezpieczenia i ochrony żywych zasobów szelfu kontynentalnego Stanów Zjednoczonych zgadza się podjęć odpowiednie środki dla:

a/ upewnienia się, że jego obywatele i statki:

- 1/ Wstrzymają się od prowadzenia wyspecjalizowanych połówów jakichkolwiek z gatunków wchodzących w skład żywych zasobów szelfu kontynentalnego Stanów Zjednoczonych. Lista obejmująca zestawienie żywych zasobów szelfu kontynentalnego Stanów Zjednoczonych będzie dostarczona Rządowi Polskiej Rzeczypospolitej Ludowej przez Rząd Stanów Zjednoczonych Ameryki. Lista ta może być zmieniona lub uzupełniona, jeśli okaże się to konieczne, w okresie obowiązywania niniejszego Porozumienia;
- 2/ Jeśli będą prowadzić połów lub działalność pomocniczą dla flaty rybackiej na wodach szelfu kontynentalnego Stanów Zjednoczonych – to wstrzymają się od posiadania jakichkolwiek żywych zasobów szelfu kontynentalnego złowionych na szelfie innego kraju;
- 3/ Będą unikać koncentracji żywych zasobów szelfu kontynentalnego, a jeśli napotkają koncentracje takich zasobów w trakcie prowadzenia działalności połowowej podejmą natychmiastowe kroki, aby uniknąć ich w następnych zaciągach;
- 4/ Jeśli jakikolwiek przypadkowy połów żywych zasobów szelfu kontynentalnego będzie miał miejsce – to zostanie on natychmiast wrzucony z powrotem do morza i będzie możliwe w jak najmniejszym stopniu uszkodzony. Ilość, gatunki, pozycja, daty, rodzaj narzędzi, czas trałowania oraz zapisowanie takim przypadkowym połowem zostanie niezwłocznie odnotowane w dzienniku okrętowym;

- 5/ Umożliwią i ułatwią wejście na statek oraz kontrolę ich statków używających narzędzi połowowych pozostających w trakcie trałowania w kontakcie z dnem przedstawicielom władz inspekcyjnych Stanów Zjednoczonych w celu stwierdzenia przestrzegania warunków Porozumienia.
- b/ Zmniejszenia stosowania przez jego obywatele i statki narzędzi połowowych pracujących w kontakcie z dnem podczas prowadzenia połówów u wybrzeży Stanów Zjednoczonych oraz zapewnienia wymiany takich narzędzi na narzędzia, które zazwyczaj nie stykają się z dnem w trakcie normalnej eksploatacji.
- c/ Zbierania danych dotyczących połówów przypadkowych oraz wykorzystania żywych zasobów kontynentalnego szelfu Stanów Zjednoczonych przez jego /polskich/ obywatele i statki z podziałem na kwadraty o boku 30 minut według klasy statków, na podstawie wyników kolejnych zaciągów. Informacje takie powinny być dostarczone Dyrektorowi Północno-Zachodniego Rejonu Narodowej Służby Rybołówstwa Morskiego Stanów Zjednoczonych podczas spotkań przedsięwziętych w Artykułe 8 niniejszego Porozumienia.

Artykuł 7

1. Rząd Stanów Zjednoczonych Ameryki i Rząd Polskiej Rzeczypospolitej Ludowej podejmą

odpowiednie kroki w celu:

- zmniejszenia do minimum możliwości zaistnienia konfliktu między narzędziami połowowymi zakotwczonymi w morzu a ruchomymi narzędziami połowowymi,
- przeprowadzenia dochodzeń w sprawach konfliktów, które zostaną zgłoszone.

Będzie to obejmować:

- a. Ze strony amerykańskiej - w odniesieniu do stawnych narzędzi połowowych stworzenie i stosowanie udoskonalonego systemu ich znakowania i rozмещения oraz informowanie w odpowiednim czasie o ¹ znanych lokalizacjach stawnych narzędzi połowowych przez przekazywanie aktualnych informacji radiowych flotie polskiej.

b. Ze strony polskiej:

1/ Informowanie władz amerykańskich o rejonach koncentracji polskiej floty rybackiej w pobliżu miejsc rozmieszczenia stawnych narzędzi połowowych.

Zawiadomienie to powinno być udzielone w odpowiedzi na aktualne informacje władz amerykańskich o stawnych narzędziach połowowych i powinno zawierać dane o aktualnej lokalizacji polskiej floty oraz statków inspecyjnych.

2/ Potwierdzenie przyjęcia do wiadomości informacji o stawnych narzędziach połowowych wymienionej w punkcie a. niniejszego Artykułu.

3/ Wprowadzenie na polskich statkach dodatkowych środków ostrożności w celu uniknięcia operacji połowowych, które mogłyby uszkodzić stawne narzędzia zastawione przez rybaków amerykańskich, włączając w to wymóg pozostawania polskich statków przez cały czas w odpowiedniej odległości od rejonów rozmieszczenia stawnych narzędzi połowa, aby zapobiec uszkodzeniu tych narzędzi lub przeszkadzaniu przy ich wystawianiu lub ciągnieniu.

c. Z obu stron:

1/ Jeśli jeden ze statków będzie prowadzić połów w pobliżu stawnych narzędzi połowowych w sposób wskazujący kompetentnym władzom któregoś z krajów, że istnieje prawdopodobieństwo zaistnienia konfliktu to wówczas wyżej wspomniane władze mając na względzie ułatwienie państwu bandery przeciwodzielenia; podejmą odpowiednie kroki zabezpieczające przed rozwojem potencjalnego konfliktu. Tam gdzie możliwe, kroki te będą obejmować przekazywanie informacji i ostrzeżeń statkom znajdującym się w potencjalnej sytuacji konfliktowej – jakiemukolwiek inspektorowi drugiego Rządu, który może znajdować się w pobliżu lub wyznaczonym władzom drugiego Rządu.

Po otrzymaniu takich informacji władze te niezwłocznie podejmą odpowiednią akcję w celu niedopuszczenia do zaistnienia konfliktu. Statki znajdujące się w omawianej sytuacji powinny również utrzymywać bezpośrednią łączność stosując zwyczajową procedurę międzynarodowej łączności radiowej.

2/ W przypadku konfliktu każda ze stron niezwłocznie poinformuje o tym odpowiednio władze drugiej strony. Obie strony zapewnią przeprowadzenie szybkiego i sumiennego dochodzenia przez odpowiednich inspektorów z ich krajów. Dochodzenia te powinny być przeprowadzone na miejscu incydentu, o ile to jest możliwe. Na zasadzie dobrowolności dochodzenie może być prowadzone wspólnie przez inspektorów obydwu stron. Zaprośenie inspektora drugiej strony będzie dokonane przez inspektora państwa bandery na życzenie kapitana statku rybackiego, którego konflikt dotyczy. Wyniki tych dochodzeń będą przekazane do Amerykańsko-Polskiej Komisji Rybackiej zgodnie z Artykułem 11 w celu wykorzystania ich w przypadku roszczeń wynikłych na skutek konfliktu.

- d. Władze rybackie Stanów Zjednoczonych oraz polskie władze rybackie będą się wzajemnie informować o lokalizacji przedmiotów, narzędzi połowowych lub innych materiałów, które zostały zgubione i mogą stanowić niebezpieczeństwo dla operacji na wspólnie uczęszczanych łowiiskach.
- e. Szczegółowe przepisy i procedura Załącznika I będą przestrzegane tak dalece jak to jest możliwe w celu wprowadzenia w życie przepisów niniejszego Artykułu.

Artykuł 8

1. Oba Rządy uznają za pozyteczne organizowanie:

- a/ Regularnych spotkań przedstawicieli instytucji rybackich obu krajów dla dokonania wymiany informacji i dyskutowania aktualnych lub potencjalnych problemów dotyczących łowiisk, spraw związanych z działaniem flot rybackich oraz spraw wynikających z realizacji postanowień niniejszego Porozumienia; spotkania takie powinny się odbywać na wniosek każdej ze Stron na odpowiednich statkach każdej strony albo w innym miejscu wspólnie uzgodnionym;
- b/ Wspólnych spotkań przedstawicieli organizacji rybaków obu krajów na statkach operujących na północno-wschodnim Pacyfiku albo w innym miejscu wspólnie uzgodnionym.

2. Uczestnicy każdego spotkania przygotują krótki raport z każdego spotkania i przedłożą go właściwym instytucjom obu Rządów. Spotkania powinny być organizowane przez odpowiedniego Dyrektora Regionalnej Narodowej Służby Rybołówstwa Morskiego w Seattle, Washington, Juneau, Alaska; lub Terminal Island, California i kierowników flot rybackich przedsiębiorstw PPDiUR "Dalmor" w Gdyni, "Odra" w Świnoujściu i "Gryf" w Szczecinie, zgodnie z potrzebami.

Każda Strona poinformuje drugą Stronę na co najmniej dwa tygodnie przed wizytą o propozycji przedmiocie dyskusji.

3. Każda Strona dla ułatwienia życzności w sprawach dotyczących tego Porozumienia będzie podawać drugiej stronie nazwisko i adres radiowy odpowiednich przedstawicieli znajdujących się w obszarze objętym Porozumieniem.

Artykuł 9

Obszary gdzie polskie statki rybackie mogą prowadzić operacje przełodunkowe na wodach

- 9 milowej strefy rybołówstwa przyległej do morza terytorialnego Stanów Zjednoczonych będąc następujące:
 - a/ W pobliżu Forrester Island, Alaska na wodach ograniczonych od północy przez $54^{\circ}54'$ szerokości północnej, na wschodzie przez $133^{\circ}16'$ długości zachodniej i na południu przez $54^{\circ}44'$ szerokości północnej.
 - b/ W pobliżu Destruction Island, Washington, na wodach pomiędzy $47^{\circ}36'$ szerokości północnej i $47^{\circ}45'$ szerokości północnej.

Artykuł 10

Postanowienia Załącznika II będą stosowane na zasadzie dobrowolności, w celu zapewnienia wdrożenia Porozumienia chyba, że jego przestrzeganie inaczej przewiduje Umowa. Nic w niniejszym Artykule nie zmierza do zmiany uprawnień i procedury praw kontrolnych Stanów Zjednoczonych.

Artykuł 11

Oba Rządy zgadzają się, że działalność ich obywateli i statków, jako stron niniejszego Porozumienia będzie wchodzić w zakres postanowień amerykańsko-polskiej Komisji Rybackiej ustanowionej na mocy Porozumienia pomiędzy Rządem Stanów Zjednoczonych Ameryki a Rządem Polskiej Rzeczypospolitej Ludowej odnośnie wykonywania rybołówstwa w Zachodnim rejonie Środkowego Atlantyku, włączając Załącznik Nr 1, zgodnie z warunkami wspomnianego załącznika.

Artykuł 12

Żadne z postanowień niniejszego Porozumienia nie może być uważane za naruszenie po- głódów któregokolwiek z Rządów na zasadę wolności rybołówstwa na pełnym morzu.

Artykuł 13

1. Niniejsze Porozumienie wejdzie w życie 1 stycznia 1976 r. i pozostanie w mocy przez okres jednego roku chyba ze zostanie wypowiedziane wcześniej przez jedną ze Stron w drodze 30 dniowej notyfikacji.
2. W przypadku gdyby nowe zasady uprawiania rybołówstwa u Wybrzeża Stanów Zjednoczo- nych weszły w życie przed wygaśnięciem niniejszego Porozumienia, Rząd Stanów Zjednoczonych może wypowiedzieć pisemnie niniejsze Porozumienie, a wygaśnięcie Porozumienia nastąpi nie wcześniej niż 60 dni po przedstawieniu takiego wypowiedzenia.
3. Przedstawiciele obu Rządów spotkają się przed wygaśnięciem lub wypowiedzeniem niniejszego Porozumienia stosownie do paragrafu 2 niniejszego Artykułu w celu dalszych negocjacji dla osiągnięcia zasad i perykapiów określonych w Artykule 1 i 2.

NA DOWÓD CZEGO, niżej podpisani, będąc należycie w tym celu upoważnieni
podpisali niniejsze Porozumienie.

SPORZĄDZONO W WASZYNGTONIE dnia 16 grudnia 1975 r.

w dwóch egzemplarzach, każdy w języku angielskim i polskim, przy czym obydwa
teksty mają jednakową moc.

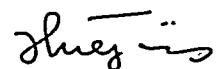
Z upoważnienia

RZĄDU STANÓW ZJEDNOCZONYCH



Z upoważnienia

RZĄDU POLSKIEJ RZECZYPOSPOLITEJ
LUDOWEJ



ZAŁĄCZNIK I**SRODKI ZAPOBIEGAJĄCE KONFLIKTOM RYBACKIM NA WODACH PACYFIKU
U WYBRZEŻY STANÓW ZJEDNOCZONYCH**

1. a. Niniejszy Załącznik stosuje się do wód Pacyfiku u wybrzeży Stanów Zjednoczonych.

b. Dla celów niniejszego Załącznika:

"statek rybacki" oznacza jakikolwiek statek poławiający ryby,

"statek" oznacza jakikolwiek statek rybacki i jakikolwiek statek przetwarzający ryby

albo zaopatrujący lub świadczący usługi statkom rybackim.

2. a. Statki rybackie będą zarejestrowane i oznakowane tak aby była zapewniona ich właściwa identyfikacja na morzu, zgodnie z przepisami każdego Rządu.

Właściwe władze każdego Rządu powinny właściwe władze drugiego Rządu o przyjętym systemie rejestrowania i oznakowania.

b. Każdy statek rybacki będzie posiadał oficjalny dokument wydany przez właściwe władze jego kraju wskazujący nazwę /jeśli statek ją posiada/, opis statku, jego przynależność państwową, litery i numer rejestracyjny, nazwę właściciela lub przedsiębiorstwa, do którego należy.

c. Każdy statek rybacki będzie nosić banderę państwową będącą w dobrym stanie i widoczną tak jak tego wymagają właściwe władze.

d. Przynależność państwową statku rybackiego nie będzie nigdy ukrywana w jakikolwiek sposób.

3. a. Zgodnie z Międzynarodowymi Przepisami o Zapobieganiu Zderzeniom na Morzu wszystkie statki powinny prowadzić tak swoją działalność, aby nie zakłócić działalności statków rybackich lub sprzętu rybackiego.

- b. Statki przychodzące na łowiiska gdzie statki rybackie już poławiają lub w tym celu wystawili swój sprzęt powinny natrącając informować się o pozycji i rozłożeniu sprzętu już wystawionego w morzu i nie powinny same tak ustawać się lub swój sprzęt, aby zakłócać lub przeszkadzać operacjom rybackim znajdującym się w toku.
- c. Żaden statek nie powinien kotwiczyć lub pozostawać na łowisku gdzie przeprowadzane są połowy jeżeli miałyby to zakłócać te połowy, chyba że jest to wymagane ze względu na jego własne operacje połowowe lub w wyniku wypadku lub innych okoliczności znajdujących się poza jego kontrolę.
- d. Z wyjątkiem przypadków siły wyższej, żaden statek nie powinien wyrzucać do morza jakiekolwiek materiałów lub substancji, które mogą zakłócać połowy lub przeszkadzać względnie powodować uszkodzenie ryb, sprzętu rybackiego lub statków rybackich.
- e. Żaden statek nie będzie używał bądź posiadał materiałów wybuchowych przeznaczonych do połowa ryb.
- f. W celu uniknięcia uszkodzeń trałujących statek rybacki i jakiekolwiek inne statki rybackie ze sprzętem rybackim będącym w ruchu podejmą wszystkie praktycznie możliwe środki, aby uniknąć kontaktu z sieciami i zestawami haczykowymi lub innym sprzętem, który nie jest ciągniony.
- g. /1/ W przypadku kiedy sieci należące do różnych statków rybackich zostaną wzajemnie popiątane, nie będą one przerwane bez zgody stron, których to dotyczy, chyba że jest niemożliwe ich oddzielenie w inny sposób.
- /2/ W przypadku kiedy w czasie prowadzenia przez statki rybackie połowów za pomocą zestawów haczykowych nastąpi ich popiątanie, statek rybacki który je ciągnie nie będzie ich przerywał, chyba, że nie mogą one być rozwarczone w żaden inny sposób; w takim przypadku jakiekolwiek zestawy haczykowe mogą być przerwane jeśli będą one mogły być niezwłocznie ponownie połączone.

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/3/ Z wyjątkiem przypadków ratownictwa i przypadków, których dotyczą dwa poprzedzające punkty; sieci, zestawy haczykowe i inne narzędzia połowów nie będą pod żadnym jakimkolwiek by nie był pretekstem przecięte, zahaczone, zastrzykane lub podniesione, chyba, że przez statek do którego one należą.

/4/ Jeśli statek najedzie lub w inny sposób stanie na przeszkodzie narzędziom połowowym nie należącym do niego – podejmie on wszystkie niezbędne środki w celu zmniejszenia do minimum uszkodzeń narzędzi połowowych. W tym samym czasie statek rybacki, do którego należą narzędzia połowowe będzie unikać jakichkolwiek działań mogących zwiększyć taką szkodę.

4. W odniesieniu do sieci, zestawów haczykowych i innego sprzętu rybackiego zakotwiczenego w morzu statki rybackie będą stosować zasady określone dalej w niniejszym paragrafie:

a/ Statki rybackie używające zakotwiczonych w morzu narzędzi połowowych będą informować zbliżające się statki o swojej aktualnej pozycji i rozmieszczeniu sprzętu połowowego.

b/ Statki rybackie używające ruchomych narzędzi połowowych będą:

/1/ utrzymywać stałą wizualną i radarową obserwację znaków wskazujących pozycję i rozmieszczenie zakotwiczonych w morzu narzędzi połowowych,

/2/ unikać obszarów, gdzie jest wrażomym, że narzędzia połowowe są zakotwiczone w morzu.

ZAŁĄCZNIK II

SCHEMAT WSPÓLNEJ KONTROLI

MIĘDZYSTANAMI ZJEDNOCZONYMI AMERYKI I POLSKĄ RZECZPOSPOLITĄ LUDOWĄ
DOTYCZĄCY RYBOŁOWSTWA W PÓŁNOCNO-WSCHODNIEJ CZĘŚCI OCEANU SPOKOJNEGO

Zgodnie z Artykułem 10 niniejszego Porozumienia ustala się następujący system wspólnej
dobrowolnej kontroli w celu zapewnienia stasowania tego Porozumienia.

1. Kontrola będzie przeprowadzana przez inspektorów rybackich służb kontrolnych obu
Rządów.
2. Statkami używanymi do przewozu inspektorów mogą być zarówno specjalne statki kontrolne
lub statki rybackie. Podanie do wiadomości nazw polskich statków i nazwisk inspektorów
będzie dokonywane na bieżąco do dyrektorów Regionalnej Narodowej Służby Rybołówstwa
Morskiego – rejonów Południowo-Zachodniego, Północno-Zachodniego i Alaski, odpo-
wiednio przez radiostację służby Przybrzeżnej San Francisco /NMC/ albo Kodiak /NOJ/.
Przedstawiciele Regionalnej Narodowej Służby Rybołówstwa Morskiego i funkcjonariusze
Służby Granicznej Stanów Zjednoczonych są wyznaczeni inspektorami, a kutry Służby
Granicznej są statkami kontrolnymi Stanów Zjednoczonych. Nazwy jakichkolwiek dodat-
kowych statków kontrolnych powinny być dostarczone na bieżąco kierownikowi polskiej
floty rybackiej. Strony powinny się wzajemnie powiadomić o nazwie statków i środkach
łączności podając równocześnie nazwę władz obecnych na obszarze Porozumienia,
które będą upoważnione do otrzymywania i odpowiadania na raporty dotyczące narusze-
nia przepisów tego Porozumienia.
3. Każdy inspektor powinien nosić przy sobie dokument tożsamości wydany przez władze
jego Rządu stwierdzający, że jest on członkiem służby kontrolnej rybołówstwa
swojego Rządu.

4. Statek przewożący inspektora może dawać sygnał używając Międzynarodowego Kodu Sygnałów, zatwarzający zezwolenia na wejście na pokład, jakiegokolwiek statku drugiego kraju, zajmującego się w tym czasie połowami, lub obróbką ryb na obszarze objętym Porozumieniem.

Statek na którego pokład ma wejść inspektor nie powinien być wzywany do zatrzymania lub manewrowania, gdy prowadzi połowy i wydaje lub wybiera sieci, kapitan niezależnie od tego wyrzuca drabinę trapową i poza tym będzie przestrzegać przyjętej praktyki dobrej tradycji morskiej, aby ułatwić inspektorowi wejście na pokład tak szybko, jak jest to praktycznie możliwe.

5. Wchodząc na statek inspektor powinien przedstawić dokument tożsamości opisany wyżej.

Inspekcje powinny być prowadzone tak, by statek poniósł jak najmniej zakłóceń i niewygód. Inspektor powinien ograniczyć swoje badania do ustalenia faktów związanych z przestrzeganiem Porozumienia.

Kapitan powinien umożliwić inspektorowi wykonanie badania zdjęć połowu, sieci, oraz innych narzędzi i innych właściwych dokumentów jakie inspektor uzna za konieczne do sprawdzenia, stosowania się statków do postanowień Porozumienia. Inspektor powinien sporządzić sprawozdanie z inspekcji używając załączonego formularza. Inspektor podpisze sprawozdanie w obecności kapitana statku, który będzie upoważniony do dodania lub poproszenia o dodanie do sprawozdania swoich uwag. Kapitan musi podpisać ta uwagę. Kapitan otrzyma kopię sprawozdania.

6. a. Gdy zostanie stwierdzone, oczywiste przekroczenie postanowień Porozumienia, inspektor powinien wpisać do rybackiego dziennika okrętowego lub innego właściwego dokumentu na pokładzie kontrolowanego statku stwierdzając datę, pozycję i rodzaj oczywistego przekroczenia. Jeżeli wykonano zdjęcia statku, połowu, dziennika okrętowego, lub innych dokumentów, kopie zdjęć powinny być załączone do kopii sprawozdania do władz bandery statku. Inspektor może, mając na uwadze zapewnienie wykonywania postanowień Porozumienia, natychmiast porozumieć się z władzami bandery statku określonymi powyżej w punkcie 2.

Kapitan kontrolowanego statku będzie współdziałać przy wysyłaniu i przekazaniu wiadomości użycując swego radiowego wyposażenia i radiooficera do tego celu.

Jezeli inspektorowi uda się nawiązać łączność z odpowiednimi władzami bandery statku i zakładając, że dane władze zgadzają się, inspektor może pozostać na pokładzie kontrolowanego statku, aby ułatwić zabezpieczenie dowodów jawnych przekroczeń do czasu przybycia na pokład statku inspektora lub innej władzy służby kontroli rybołówstwa bandery statku, lub do czasu jakiego zostanie uzgodniony.

b. Jezeli inspektor nie może się skontaktować z odpowiednimi władzami w granicach umiarowanego okresu czasu, powinien zakończyć inspekcję, opuścić kontrolowany statek i skontaktować się tak szybko, jak jest to możliwe z tymi władzami.

c. W każdym przypadku kopią raportu z inspekcji, włączając w to wszystkie szczegóły dotyczące przekroczenia, będzie przekazana odpowiednim władzom państwa bandery.

7. Inspektorzy powinni wykonywać swoje obowiązki wynikające z niniejszych ustaleń zgodnie z zasadami podanymi w tym Załączniku, lecz pozostając pod kontrolą swoich władz państwowych i będąc odpowiedzialni przed tymi władzami.

8. Inspektor może z zastrzezeniem wszystkich ograniczeń, które są nałożone wspólnie przez oba Rządy, wykonywać takie badania połowu i narzędzi połowowych, jakie uzna za konieczne dla stwierdzenia czy Porozumienie jest lub nie jest przestrzegane. Powinien on przekazać swoje spostrzeżenie władzom państwa bandery kontrolowanego statku tak szybko, jak to jest możliwe. Kontrola ryb i sprzętu połowowego może być wykonywana na pokładzie i pod pokładem statków rybackich każdego kraju.

9. Kiedy z Rządów będzie rozpatrywać sprawozdanie obcych inspektorów sporzązone według niniejszego Porozumienia i działać na podstawie tych sprawozdań w taki sam sposób, jak na podstawie sprawozdań własnych inspektorów.

Przepisy niniejszego punktu nie nakładają na którykolwiek z Rządów obowiązku przyznanego sprawozdaniu obecnego inspektora większej wartości dowodowej niż posiadałoby ono w kraju inspektora. Kazdy z Rządów będzie współpracować w celu ułatwienia postępowania sądowego i/lub innego dochodzenia wynikającego ze sprawozdania inspektora sporzązonego w ramach tych ustaleń.

10. Kazdy z Rządów będzie informować się wzajemnie, tak szybko jak to jest możliwe o wszystkich działaniach podjętych odnośnie naruszenia przepisów o rybołówstwie zgłoszonych przez dany Rząd,

UZUPEŁNIENIE DO ZAŁĄCZNIKA II

SPRAWOZDANIE Z DOBROWOLNEJ INSPEKCJI

/należy wypełnić literami drukowanymi/

UPOWAŻNIONY INSPEKTOR

1. Nazwisko, imię i narodowość
2. Nazwa, litery identyfikacyjne lub numer statku przewożącego inspektora.

INFORMACJE CO DO KONTROLowanEGO STATKU

3. Przynależność państwową
4. Nazwa statku i rejestracja
5. Nazwisko i imię kapitana
6. Nazwisko, imię i adres właściciela statku
7. a/ Pozycja określona przez inspektora o godz. GMT
b/ Pozycja określona przez kapitana statku o godz. GMT

DATA ORAZ CZAS ROZPOCZĘCIA I ZAKOŃCZENIA INSPEKCJI

8. a/ Data
- b/ Godzina przybycia na pokład
- c/ Godzina odjazdu

DANE WYNIKAJĄCE Z INSPEKCJI

9. Wynik inspekcji ryb
 - a/ lista gatunków
 - b/ Przybliżona waga każdego gatunku lub procent
10. Wynik inspekcji sprzętu rybackiego
11. Komentarze lub uwagi inspektora

12. Oświadczenie świadków

Podpisy świadków

Podpis upoważnionego inspektora

13. Komentarze i/lub uwagi kapitana statku**14. Podpis kapitana**

/który powinien podpisać ostatni. Wszyscy inni podpisują w jego obecności/.

WZÓR PYTAŃ INSPEKTORA DO KAPITANA STATKU

1. Jestem inspektorem działającym na podstawie Porozumienia pomiędzy Stanami Zjednoczonymi Ameryki a Polską Rzeczypospolitą Ludową. Oto moja legitymacja.
2. Kto jest kapitanem tego statku ?
3. Czy Pan wie, że ta kontrola jest dobrowolna ?
4. Proszę o pańską pomoc przy badaniu połowa, sieci i dokumentów /świadczenie przynależności państwowowej/ rybacki dziennik okrętowy.
5. Proszę sprawdzić, że obecnie jest godzina GMT
6. Proszę niech mi Pan pokaże rybacki dziennik okrętowy, jeżeli taki Pan posiada.
7. Proszę mi podać pańskie imię i nazwisko.
8. Proszę napisać nazwisko i adres właściciela państwowego statku.
9. Czy poławia Pan w celach przemysłowych ?
10. Zapisuję Państwową pozycję jako:° szerokości° długości o godzinie GMT. Czy Pan się zgadza ?
11. Zgadzam się /Tak/.
12. Nie zgadzam się /Nie/.
13. Czy zechce Pan sprawdzić Państwową pozycję moimi przyrządami na pokładzie statku inspekcyjnego ?
14. Czy teraz zgadza się Pan z tą pozycją ? Jeżeli nie, to powinien Pan zopisać pozycję wg Państwowej oceny w punkcie 7b/ formularza sprawozdania.
15. Czy Pan wie, że Pan łowi w obrębie obszaru zamkniętego dla połówów ?
16. Czy Pan wie, że Pan łowi nieodpowiednią siecią w obrębie obszaru zamkniętego dla połówów ?
17. Gdzie są Państwowe pomieszczenia robocze ?
18. Proszę niech Pan włączy te światła.
19. Chcę sprawdzić Państwski połów. Czy skończył Pan już sortowanie ryb ?
20. Czy zechce Pan wyłożyć te ryby ?

21. Chcę sprawdzić Państkie sieci. Czy używa Pan sieci dennyh czy pelagicznych ?
22. Nie stwierdziłem żadnych wykroczeń przeciw Porozumieniu o czym powiadomię państwo bandery waszego statku.
23. Proszę zanotować, że fotografie są zestawione w sprawozdaniu.
24. Stwierdziłem oczywiste naruszenie Porozumienia i chcę skontaktować się z władzami bandery waszego statku.
Proszę skontaktować mnie z nimi.
25. Zanotuję te przekroczenia w woszym dzienniku okrętowym.
26. Czy ma Pan jakichś świadków, którzy pragną zrobić uwagi ?
Jeżeli tak, mogą je wnieść we własnym języku w punkcie 12 formularza sprawozdania.
27. Czy pragnie Pan zrobić jakieś komentarze lub uwagi dotyczące tej inspekcji ?
Jeżeli tak, proszę wnieść je we własnym języku w punkcie 13 formularza sprawozdania.
28. Proszę o podpisanie sprawozdania w punkcie 14.
29. Opuszczam statek. Proszę o sprawdzenie, że jest godz GMT.
30. Dziękuję Panu. Szczęśliwej podróży.

NOTATKA Z ROZMÓW

1/ Przedstawiciele Obu Rządów stwierdzili, że ich Rządy poczynią odpowiednie kroki, aby zapewnić, że ich obywatele i statki poławiące ryby denne, nie będą używać sprzętu sieciowego o rozmiarach oczek pozwalających na zatrzymywanie młodych ryb. Rząd Polskiej Rzeczypospolitej Ludowej poczyni także odpowiednie kroki, aby spowodować by jego obywatele i statki łowiące morszczuka używali włoków o rozmiarze oczek w każdym miejscu nie mniejszym niż 110 mm lub 4,33 cali przy zwartym oczku wliczając jeden węzeł /dwa boki/.

2/ Przedstawiciele Obu Rządów wyrazili zgodę, aby stosownie do § 2.c. Art. 3, na pokładach polskich statków rybackich mogli przebywać naukowcy USA z dziedziny rybactwa zarówno federalni jak i stanowi, o ile będą do tego odpowiednio upoważnieni.

3/ Przedstawiciel Polski stwierdził, że zgodnie z postanowieniami § 1 art. 5, jego Rząd przekaże Rządowi Stanów Zjednoczonych listę 12 polskich statków, które otrzymają licencję na połów w Północno-Wschodnim Pacyfiku, a także, że w okresie obowiązywania niniejszego Porozumienia nie nastąpią zastępstwa lub uzupełnienia statków na liście.

4/ Przedstawicielka Stanów Zjednoczonych wskazała, że w związku z tym, że inne państwa uczestniczą w rybołówstwie na obszarze objętym obecnym Porozumieniem, istnieje potrzeba rozsądnej ochrony zasobów przez wszystkich na zasadzie sprawiedliwości. Stany Zjednoczone wezmą pod uwagę, inter alia, rezultaty rozmów z innymi zainteresowanymi państwami, kiedy niniejsze Porozumienie będzie ponownie negocjowane po jego wyjaśnieniu.

5/ Przedstawicielka Stanów Zjednoczonych przyjęła do wiadomości polską prośbę o umożliwienie zawijania polskim statkom do portów wzdłuż Wybrzeża Pacyfiku na terytorium Stanów Zjednoczonych i stwierdziła, że jej Rząd rozważy tę prośbę.

6/ Przedstawiciel Polski stwierdził, że polska flota rybacka nie będzie przeprowadzać operacji połowowych przy pomocy linowych zestawów sprzętu połowowego /long line/.

7/ Przedstawiciel Polski wyraził zgodę na to, aby Kierownik Polskiej Floty Rybackiej notyfikował władzom rybackim Stanów Zjednoczonych /1/ przed rozpoczęciem połówów lub operacji rybołówczych pomocniczych na obszarze objętym niniejszym Porozumieniem, /2/ przed wpływaniem na obszary przewidziane w Artykule 9 dla dokonania operacji przetankowych, i /3/ codzienną informację o aktualnych pozycjach wszystkich polskich statków na obszarze objętym niniejszym Porozumieniem.

8/ Przedstawiciele Obu Rządów uzgodnili, że o ile zajdzie potrzeba ponownego przenegocjowania lub rozszerzenia niniejszego Porozumienia na rok 1977, to mogą być rozważane i włączone do takiego rozszerzonego lub zmodyfikowanego Porozumienia dodatkowe klaузule i środki konieczne dla ochrony zasobów – w okresie roku – nie przewidziane w obecnym Porozumieniu.

9/ Przedstawiciele Obu Rządów wskazali, że odpowiednio rozważą sprawę ułatwień tłumaczeń publikacji rybackich, które mają być wymieniane zgodnie z § 2 d. Art. 3 niniejszego Porozumienia.

10/ Przedstawiciel Polski zgodził się, stosownie do § 1 Artykułu 5 na to, że polskie statki rybackie na obszarze objętym obecnym Porozumieniem nie przekroczą w roku 1976 przeciętnej wielkości polskich statków rybackich łowiących na tym obszarze w latach 1974 – 1975.

11/ Przedstawiciele obu Rządów potwierdzili ich wspólne zrozumienie, że żadne z postanowień niniejszego Porozumienia nie będzie utrudniać prowadzenia nawigacji statków, które nie są zaangażowane w połów na obszarach objętych tym Porozumieniem.

Polskie statki rybackie będące w tranzycie przez obszar objęty obecnym Porozumieniem, o czym poinformowane zostaną właściwe władze rybackie USA, nie będą uznane za statki rybackie zgodnie z postanowieniami Artykułu 5 § 5.

12/W związk z § a/1/ Art. 6 niniejszego Porozumienia przedstawicielka

Stanów Zjednoczonych przekazała przedstawicielowi Polski następującą listę zasobów żywych szelfu kontynentalnego:

COELENTERATA – KORALOWCE

Bamboo Coral – *Acanella* spp.
Black Coral – *Antipathes* spp.
Gold Coral – *Callogorgia* spp.
Precious Red Coral – *Corallium* spp.
Bamboo Coral – *Keratosis* spp.
Gold Coral – *Parazoanthus* spp.

CRUSTACEA – SKORUPIAKI

Dungeness Crab – *Concer magister*
Tanner Crab – *Chionoecetes angulatus*
Tanner Crab – *Chionoecetes bairdi*
Tanner Crab – *Chionoecetes opilio*
Tanner Crab – *Chionoecetes tanneri*
Deep-sea Red Crab – *Geryon quinquedens*
American Lobster – *Homarus americanus*
Golden King Crab – *Lithodes aequispinus*
Stone Crab – *Lithodes maia*
Stone Crab – *Menippe mercenaria*
King Crab – *Paralithodes brevipes*
California King Crab – *Paralithodes californiensis*
King Crab – *Paralithodes camtschatica*
King Crab – *Paralithodes platypus*
California King Crab – *Paralithodes rathbuni*

MOLLUSKS – MIĘCZAKI

Ocean Quahog – *Arctica islandica*
Pink Abalone – *Haliotis cornugata*
Japanese Abalone – *Haliotis kamtschatkana*
Red Abalone – *Haliotis rufescens*
Surf Clam – *Spisula solidissima*
Queen Conch – *Strombus gigas*

SPONGES – GĄBKI

Glove Sponge – *Hippiospongia canaliculata*
Sheepwool Sponge – *Hippiospongia lachne*
Yellow Sponge – *Spongia barbata*
Grass Sponge – *Spongia graminea*

UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND

**Atomic Energy: Technical Information Exchange and
Development of Safety Criteria**

*Arrangement signed at Bethesda March 13, 1975;
Entered into force March 13, 1975.*

ARRANGEMENT

between

THE HEALTH AND SAFETY EXECUTIVE FOR GREAT BRITAIN

and

THE NUCLEAR REGULATORY COMMISSION OF THE UNITED STATES OF AMERICA

The Health and Safety Executive (hereinafter referred to as "the Executive") and the Nuclear Regulatory Commission (hereinafter referred to as "the Commission") have reached the following understanding on a continuing exchange of information on significant matters pertaining to the safety of nuclear installations and on collaboration in the development of regulatory safety criteria:

Section 1 Technical and other information to be exchanged

1 Subject to paragraph 2 below the parties will communicate to each other:-

- a) reports, studies and assessments emanating from, and actions and decisions taken by, the Commission or the Executive, as the case may be, relating to or which may affect the safety aspects of design, construction, commissioning, operating or de-commissioning, or the licensing or regulatory control, of nuclear installations in general or of any particular installation specified by the recipient of information, (hereinafter referred to as "specified installations");

- b) information imparted to the Commission or the Executive, as the case may be, by operators of specified installations or by any other person relating to the safety aspects of design, construction, commissioning, operation or de-commissioning, or the licensing or regulatory control of those installations, provided that the person imparting the information consents to its being communicated to the other party. Where such consent is required, the parties will endeavour, as far as possible, to establish routine procedures with their sources for the supplying of such information on a regular basis under this Arrangement. However, such consent may be dispensed with if the party communicating such information is specifically vested by law with the right to communicate such information without consent;
- c) reports of, and information concerning, hearings and enquiries whether judicial or not, relating to or which may affect any aspect of nuclear safety or have a bearing on the safety aspects of the construction or operation of nuclear installations in the state concerned.

2 However, either party may refuse to provide any particular information or information in general if:-

- a) that party, in its absolute discretion, considers that the production of such information might prejudice national

- security, should be withheld in the public interest, or could be commercially damaging; or
- b) information requested concerns a matter falling outside the field of responsibility of the Commission or Executive as the case may be.

Section 2 Collaboration in development of regulatory safety criteria

The parties will co-operate in the development of regulatory safety criteria for nuclear installations in the following ways:-

- a) each party will inform the other of work that is being undertaken or planned in this field, and of the approximate programme of such work;
- b) the parties will endeavour to reach agreement as to programmes and projects in this field which are to be undertaken by the parties or by one of them for their common benefit;
- c) the parties will provide each other with copies of codes, manuals or other documents setting out regulatory safety criteria in their respective countries.

Section 3 Administration

- 1 The exchange of information may be effected by post, telex, telephone or other appropriate means and by visits and meetings.

2 The parties will arrange meetings to review the operation of the present Arrangement. Unless the parties otherwise agree, such meetings will take place at least once in every period of twelve months and the agenda for such meetings will be agreed in advance.

3 Each party will designate a Technical Liaison Officer to supervise its responsibilities under the present Arrangement. All documents will be sent to the Technical Liaison Officer, unless the parties otherwise agree. The Technical Liaison Officer will be responsible for the detailed application of the present Arrangement, including the designation of "specified installations". He will ensure, with his counterpart, that a reasonably balanced equitable exchange of information is achieved and maintained. He will provide his counterpart, once in every six months, with a list of titles of documents provided under the present Arrangement during the preceding six months.

4 Any visit to be made under the present Arrangement will take place only after consultation with the Technical Liaison Officer

5 The parties will make detailed arrangements for the execution of any programme or project agreed upon in accordance with Section 2(b). Such arrangements may include the use of test facilities and computer programmes owned by either party. They will also provide for the sharing of costs incurred and may provide for the assignment of personnel.

6 Unless otherwise agreed, each party will bear the costs incurred by it in implementing the present Arrangement, including travel expenses and subsistence allowances and transport costs for apparatus and equipment sent into the territory of the other party.

Section 4 Use of information

1 Information received by each party to the present Arrangement may be disseminated freely without further permission of the other party, unless it is restricted or confidential information supplied by the sending party on condition that the receiving party protect it from unauthorized disclosure. Such information will be clearly identified by the sending party with special stamps or other bold lettering.

Such restricted or confidential information will not be disseminated:-

- a) on the United States of America side outside the Nuclear Regulatory Commission.
- b) on the Great Britain side outside the Executive.

2 A party making use of information supplied under the present Arrangement does so at his own risk.

Section 5 Compatibility with national laws

Nothing contained in the present Arrangement will require either party to do anything which would be inconsistent with its laws and regulations.

Should any concern arise about a possible conflict between the terms of the present Arrangement and those laws and regulations, the parties will consult regarding the basis of the concern.

Section 6 Duration and termination

- 1 Unless previously terminated by one of the parties, the present Arrangement will continue in effect for a period of five years from the date of signature, and may be extended thereafter by mutual agreement.
- 2 Either party may terminate the present Arrangement on giving 30 days notice to the other party

Section 7 Assistance in gaining information from third parties

Each party will use its best endeavours to assist the other party in obtaining information related to information covered by the present Arrangement from third parties.

Section 8 Interpretation

For the purpose of the present Arrangement:-

"nuclear installations" in relation to facilities within Great Britain has the meaning assigned to it in the Nuclear Installations Act 1965 and the Nuclear Installations Regulations 1971, but excludes any installation

operated by or for the United Kingdom Atomic Energy Authority or any Government Department; and in relation to facilities within the United States of America means installations at which licensed activities, as provided for in the Atomic Energy Act of 1954, [¹] are conducted.

"operator" in relation to Great Britain means a licensee within the meaning assigned to that term in the Nuclear Installations Act 1965; and in relation to the United States of America means a person licensed either to operate the licensed installation or to possess nuclear material as provided for in the Atomic Energy Act 1954.

Done in Bethesda, Maryland, on the thirteenth day of March, 1975.

For the Health and
Safety Executive



By: Mr. Eric Charles Williams
Title: Member of the Health and
Safety Executive

For the Nuclear
Regulatory Commission



By: General Lee V. Gossick
Title: Acting Executive Director
for Operations

¹ 68 Stat. 919; 42 U.S.C. § 2011 et seq.

UNION OF SOVIET SOCIALIST REPUBLICS
Establishment of Temporary Purchasing Commission

*Agreement amending and extending the agreement of October 18,
1972, as amended and extended, and amending the protocol
of October 3, 1973.*

*Effectuated by exchange of letters
Signed at Washington May 21, June 21 and October 7, 1974;
Entered into force October 7, 1974.*

*The Soviet First Deputy Minister of Foreign Trade to the Secretary
of the Treasury*

Вашингтон, 21 мая 1974 года

Уважаемый господин министр,

Я пишу честь обратиться к Вам с просьбой продолжить работу временной Закупочной Комиссии для Камского автозавода и химического производственного комплекса, образованной в Нью-Йорке в соответствии с Соглашением между Правительством ССР и Правительством США о торговле от 18 октября 1972 года. Согласно пункту 2 Приложения к упомянутому Соглашению предусматривается периодическое возобновление, по взаимному согласию, деятельности Закупочной комиссии.

Советская сторона, учитывая долгосрочный характер закупок и поставок оборудования для Камского автозавода и химического производственного комплекса, вносит предложение продлить срок деятельности Комиссии на два очередных года, т.е. до 18 октября 1976 года.

Я хотел бы также обратить Ваше внимание на возрастающий объем работы, который предстоит выполнять Комиссии в относительно короткий срок по завершению размещения заказов по Камскому автозаводу в счет дополнительного кредита экспимбанка и размещению заказов химического производственного комплекса, а также по обеспечению доставки оборудования для этих объектов. С учетом этого обстоятельства я хотел бы заново подтвердить нашу просьбу об увеличении персонала Закупочной комиссии до 31 человека, которая была изложена в письме министра Н.С.Патоличева на имя министра Дж.П.Шульца от 24 июня 1973 года, а также сослаться на письмо министра Дж.П.Шульца на имя министра Н.С.Патоличева от 30 октября 1973 года, в пункте 3 которого предусматривается возможность изменения, по взаимной договоренности, числа сотрудников Комиссии.

Я был бы признателен, если Вы подтвердите Ваше согласие с вышеизложенным.

Примите, господин Министр, уверенную в моем высоком в Вам уважении.

Письменные Ван,

М.Кузыгин

Господину Вильяму В.Сайкону
министр финансов
Соединенных Штатов Америки

TRANSLATION

Washington, May 21, 1974

Dear Mr. Minister:

I have the honor to address to you a request for an extension of the work of the Temporary Purchasing Commission for the Kama Truck Plant and Chemical Production Complex, which was formed in New York City in accordance with the October 18, 1972 Trade Agreement [¹] between the Government of the U.S.S.R. and the Government of the U.S.A. According to paragraph 2 of the Annex to the above-mentioned Trade Agreement, provision is made for periodic renewal, by mutual agreement, of the activities of the Purchasing Commission.

Taking into account the long-term nature of the purchase and delivery of equipment for the Kama Truck Plant and Chemical Production Complex, the Soviet side proposes an extension of the period of activity of the Commission for two additional years, i.e., until October 18, 1976.

I would also like to turn your attention to the growing volume of work which the Commission must carry out in a relatively short period of time in connection with the completion of the placing of orders for the Kama Truck Plant based on additional Eximbank credit, the placing of orders for the Chemical Production Complex, and also in connection with ensuring the delivery of equipment for these projects. In view of this situation, I would like to reaffirm our request for an increase in the personnel of

¹ TIAS 7772, 25 UST 6, 14.

the Purchasing Commission to 31 persons, made in Minister N. S. Patolichev's letter of June 24, 1973, addressed to Secretary G. P. Shultz, and also to refer to Secretary G. P. Shultz's letter of October 30, 1973, in which paragraph 3 provides for the possibility of a change, by mutual arrangement, in the number of employees of the Commission.

I would be grateful if you would confirm your agreement to the above.

Please accept, Mr. Secretary, the assurance of my highest consideration.

Sincerely yours,

M. Kuz'min

Mr. William E. Simon
Secretary of the Treasury of the
United States of America

The Secretary of the Treasury to the Soviet First Deputy Minister of Foreign Trade

JUNE 21, 1974

DEAR MR. MINISTER:

I have the honor to refer to your letter of May 21, 1974 regarding the Temporary Purchasing Commission for the Kama River Truck Complex, which was created in New York City in accordance with the Agreement Regarding Trade of October 18, 1972 between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics. Your letter proposes an extension of the period of activity of the Commission for two additional years, i.e., until October 18, 1976. It also reaffirms a request for an increase in the personnel of the Commission to 31 persons based on increased workload made in Minister Patolichev's letter of June 24, 1973 to Secretary Shultz.

I am pleased to inform you that the U.S. Government hereby agrees to extend the life of the Temporary Purchasing Commission for two years, until October 18, 1976, in accordance with Point 2 of the terms for the establishment of the Commission as set forth in the attachment of the letter of Secretary Peterson to Minister Patolichev of October 18, 1972.

As you know, the U.S. Government agreed at the third session of the U.S.-U.S.S.R. Joint Commercial Commission in October 1973 to set the number of personnel for the Kama Commission at a total of 21. The U.S. Government has your request for an increase to 31 persons under advisement. To facilitate our consideration of the request, we would appreciate the opportunity to discuss the projected personnel needs of the Kama Commission within the context of the overall U.S.S.R. commercial representation in the United States. I would urge that you request the U.S.S.R. Trade Representative in Washington meet in the near future with the appropriate officials of the Departments of State and Commerce to review this matter.

Sincerely yours,

WILLIAM E. SIMON

William E. Simon

His Excellency

MIKHAIL KUZ'MIN

*First Deputy Foreign Trade Minister
Ministry of Foreign Trade
Moscow, U.S.S.R.*

*The Secretary of the Treasury to the Soviet Minister of Foreign Trade*THE SECRETARY OF THE TREASURY
WASHINGTON 20220

OCTOBER 7, 1974

DEAR MR. MINISTER:

In my letter to Minister Kuzmin of June 21, 1974, I stated that the U.S. Government had agreed to extend the period of activity of the Temporary Purchasing Commission for the Kama River Truck Complex for two additional years, that is until October 18, 1976. I also stated that the U.S. Government had undertaken consideration of a request first made in your letter of June 24, 1973 to Secretary Shultz for an increase in the Commission's staff. This request for an increase in personnel was reaffirmed in Minister Kuzmin's letter to me of May 21, 1974.

I am pleased to advise you that the U.S. Government hereby agrees to an increase in the staff of the Temporary Purchasing Commission from 21 to a level of 31 persons. The terms and conditions governing this increase are those set forth in the attachment to Secretary Peterson's letter of October 18, 1972 to you regarding the establishment of the Commission, and in Secretary Shultz's letter of August 9, 1973 to you in which the U.S. Government agreed to revise the conditions for the Purchasing Commission so that it could be concerned with procurement in addition to that relating to the Kama project.

In addition, I should like to address the Soviet Government's request for an increase in the staff of its Trade Representation in Washington. At the third meeting of the Joint U.S.-U.S.S.R. Commercial Commission in October 1973, a formal agreement was reached between our Governments on establishing the personnel level of the Trade Representation at 25.^[1] At the fourth session of the Commission on May 21, 1974, Minister Manzhulo requested an addition to the present staff of the Trade Representation and the U.S. side agreed to consider this proposal.^[2]

¹ TIAS 7738; 24 UST 2222.² The U.S.S.R. request was made orally.

I am pleased to inform you that the U.S. Government hereby agrees to an increase in the staff of the U.S.S.R. Trade Representation in Washington from 25 to a level of 30 persons.

Sincerely yours,

WILLIAM E. SIMON

William E. Simon

His Excellency

NIKOLAY S. PATOLICHEV

*Minister of Foreign Trade of the
Union of Soviet Socialist Republics
Moscow*

LAOS

Military Assistance: Payments Under Foreign Assistance Act of 1973

*Memorandum of understanding signed at Vientiane
May 31, 1974;
Entered into force May 31, 1974;
Effective July 1, 1974.*

MEMORANDUM OF UNDERSTANDING

. May 31, 1974

The Minister of Defense of the Provisional Government of National Union of Laos, His Excellency Chao Sisouk na Champassak, and the Ambassador of the United States of America to the Kingdom of Laos, the Honorable Charles S. Whitehouse, have discussed Section 505(F) of the Foreign Assistance Act of 1973, [1] which prohibits the United States Government from furnishing defense articles on a grant basis to the Government of Laos or any other government unless the Government of Laos shall have agreed to pay to the United States Government the net proceeds of sale received by the Government of Laos in disposing of defense articles so furnished.

In accordance with this new statutory provision, the Provisional Government of National Union of Laos

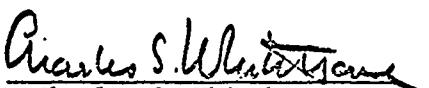
¹87 Stat. 721; 22 U.S.C. § 2151 note.

agrees that the net proceeds of sale received by the Government of Laos in disposing of any weapon, weapons system, munition, aircraft, military boat, military vessel, or other defense article, including scrap from any such defense articles, received heretofore or hereafter under the Military Assistance Program of the United States Government will be paid to the United States Government and shall be available to pay all official costs of the United States Government payable in the currency of the Government of Laos, including all costs relating to the financing of international education and cultural exchange activities in which the Government of Laos participates.

It is understood that this agreement does not affect any prior agreement by the Government of Laos to return to the United States Government any defense articles furnished by the United States Government on

a grant basis when such articles are no longer needed for the purposes for which they were furnished, without the consent of the United States Government to another disposition.

On behalf of the United States Government and the Provisional Government of National Union of Laos, the undersigned representatives have agreed that the present Memorandum of Understanding shall constitute an agreement on this subject, to be effective from and after July 1, 1974.


Charles S. Whitehouse
Ambassador
United States of America


Chao Sisouk na Champassak
Minister of Defense
Provisional Government of
National Union of Laos

DENMARK

Atomic Energy: Technical Information Exchange and Development of Safety Standards

*Arrangement signed at Copenhagen October 3, 1975;
Entered into force October 3, 1975.*

ARRANGEMENT BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC) AND THE DANISH ATOMIC ENERGY COMMISSION (DAEC) FOR EXCHANGE OF TECHNICAL INFORMATION IN REGULATORY AND SAFETY RESEARCH MATTERS AND COOPERATION IN DEVELOPMENT OF SAFETY STANDARDS

The United States Nuclear Regulatory Commission (hereinafter called "the USNRC") and the Danish Atomic Energy Commission (DAEC) considering the desirability of a continuing exchange of information pertaining to regulatory and safety research matters and cooperation in safety research and in development of standards of the type required or recommended by these parties for the regulation of safety and environmental impact of nuclear facilities conclude the following cooperation arrangement:

I—SCOPE OF THE AGREEMENT

I-1 Technical Information Exchange

The USNRC and the DAEC agree to exchange the following types of technical information related to the regulation of safety and environmental impact of designated nuclear energy facilities, and to safety research of designated types of nuclear facilities:

- a. Topical reports concerned with technical safety and environmental effects written by or for the parties as a basis for, or in support of, regulatory decisions and policies.
- b. Significant licensing actions and safety and environmental decisions affecting these facilities.
- c. Detailed documents on regulatory procedures, decisions, and other actions of the USNRC affecting U.S. facilities and actions of DAEC affecting Danish facilities.

- d. Information in the field of reactor safety research which the parties have the right to disclose, either in the possession of one of the parties or available to it, including light water safety information from the technical areas described in Appendices "A" and "B". Each party will transmit immediately to the other urgent information concerning research results, indicating significant safety implications.
- e. Reports on operating experience, such as reports on incidents, accidents and shutdowns, and compilations of operating experience and historical reliability data, on components and systems.
- f. Regulatory procedures for safety, nuclear materials protection, and environmental impact evaluation of these nuclear facilities.
- g. Each party will make special efforts to give early advice to the other of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the other.

I-2 Cooperation in Safety Research

The execution of joint programs and projects of safety research and development, or those programs and projects under which activities are divided between the two parties including the use of test facilities and/or computer programs owned by either party, will be agreed upon on a case-by-case basis. Temporary assignments of personnel by one party in the other party's agency will also be considered on a case-by-case basis.

I-3 Collaboration in Development of Regulatory Standards

The USNRC and the DAEC further agree to cooperate in the development of regulatory standards for these nuclear facilities.

- a. Each party will inform the other of specific subjects on which regulatory standards development work is underway, or is planned, and approximate schedules for moving work forward on those subjects.
- b. As is practicable, agreement will be reached from time to time on the standards which each party will take the lead in developing, in order to avoid unnecessary duplication of effort. These would normally relate to standards that could serve both countries.
- c. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the respective countries will be made available by each party on a timely basis.

II—ADMINISTRATION

- a. The exchange of information under this agreement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times

as mutually agreed, to review the exchange activity, to recommend revisions, and to discuss topics coming within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the agreement, including their schedules, shall have the prior approval of the administrators.

- b. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be the main contact points for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, on specific documents and standards to be exchanged, and on standards work to be co-ordinated. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both Administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.
- c. Once each year, each of the administrators will send a letter to his counterpart listing the titles of all the documents that have been transmitted under this exchange program during the preceding year.
- d. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract, less than 250 words, describing its scope and content.
- e. In general, information received by each party to the arrangement may be disseminated freely without further permission of the other party.

Privileged information, including information supplied by the sending party in confidence and on condition that the receiving party protect the information from unauthorized disclosure, will be clearly identified by the sending party with special stamps or other bold lettering. The receiving party will refrain from disseminating, without approval of the sending party, such confidential or privileged information.

- i. on the U.S. side, outside the USNRC and consultants and assisting agencies of the Federal Government;
 - ii. on the Danish side, outside the concerned authorities of the DAEC and their consultants and assisting agencies.
- f. Information exchanged under this agreement shall be subject to the patent provisions in the Patent Addendum of this document.

- g. Nothing contained in this Agreement will require either party to do anything which would be inconsistent with its laws and regulations. Should any concern arise about a possible conflict between the terms of this Arrangement and those laws and regulations, the parties will consult regarding the basis of the concern.
- h. This arrangement shall have a term of five years and may be further extended by mutual written agreement. It may be terminated by either party upon thirty-day notice.
- i. The application or use of any information exchanged or transferred between the parties under this agreement shall be the responsibility of the party receiving it, and the transmitting party does not warrant the suitability of such information for any particular use or application.
- j. Recognizing that some information of the type covered in this arrangement is not available within the agencies which are parties to this arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

DONE at Copenhagen on October 3, 1975. This arrangement is effective on the date of signature.

Signed:

HANS V. BÜLOW

LEE V. GOSSICK

On behalf of the Danish
Atomic Energy Commission

On behalf of the U.S.
Nuclear Regulatory Commission

PATENT ADDENDUM

- A. With respect to any invention or discovery made or conceived during the period of, or in the course of or under, this exchange of technical information in regulatory safety research matters and cooperation in development of safety standards between the U.S. Nuclear Regulatory Commission and the Danish Atomic Energy Commission, if made or conceived while in attendance at meetings or when employing information which has been communicated under this exchange arrangement by one party or its contractors to the other party or its contractors, the Party (Inventor Party) making the invention shall acquire all right, title and interest in

and to any such invention, discovery, patent application or patent in its own and third countries, subject to the grant to the other Party (Recipient Party) of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent, in such countries, for use in the production or utilization of special nuclear material or atomic energy, and the Recipient Party shall acquire all right, title and interest in such invention, patent, etc. in its own country, subject to the grant of a corresponding license to the Inventor Party.

- B. Each party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

APPENDIX "A"

USNRC-DAEC Reactor Safety Research Exchange Areas in Which the NRC is Performing LWR Safety Research

1. Primary Coolant System Rupture Studies
2. Heavy Section Steel Technology Program
3. LOFT Program
4. Power Burst Facility—Subassembly Testing Program
5. Separate Effects Testing—Loss of Coolant Accident Studies
6. Loss of Coolant Accident Analyses—Analytical Model Development
7. Design Criteria for Piping, Pumps, and Valves
8. Alternate ECCS Studies
9. Core Meltdown Studies
10. Fission Product Release and Transport Studies
11. Probabilistic Studies
12. Zirconium Damage
13. All computer codes applicable to the above at whatever stage of development they may be*
14. Data from all experiments applicable to the above*

*Data and computer codes will be "as is" at the time of the request. NRC or contractor manpower will generally not be available for interpretation of uncompleted work. [Footnote in the original.]

APPENDIX "B"**USNRC-DAEC Reactor Safety Research Exchange Areas in
Which the DAEC is Performing Safety Research**

1. Loss of Coolant Accident Analysis
 - a. Blowdown
 - b. Emergency Core Cooling
2. Containment Analysis (Thermo Hydraulic)
3. Reliability Analysis
4. Structural Mechanics (Stress Analyses and Fracture Mechanics)
5. Probabilistic Fracture Mechanics—On Pressure Vessels and Canning
6. Prestressed Concrete Pressure Vessels
7. Clad Oxidation and Deformation Studies
8. Fuel Rod Stored Heat and Fission Gas Release Studies
9. Fission Product Release, Stack Release Monitoring
10. Radioactive Waste Treatment and Disposal
11. Dispersion Models for Air, Water, and Soil (Also Global and Regional Dispersion)
12. Radioecology

UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND

Atomic Energy: Research on Reliability Techniques

*Agreement signed at Washington October 10, 1975;
Entered into force October 10, 1975.*

An agreement made the tenth day of October 1975 between the United Kingdom Atomic Energy Authority acting on behalf of the National Centre of Systems Reliability (hereinafter called "the Authority") of the one part and the United States Nuclear Regulatory Commission (hereinafter called "the NRC") of the other part.

Whereas the Authority through its Systems Reliability Service have undertaken investigations with the application of quantified reliability techniques and have a background of experience in reliability assessments and

Whereas the Authority and the NRC have an interest in developing the techniques with particular application to nuclear power systems and

Whereas the NRC intends to make a financial contribution to a programme of research and investigational work associated with the assessment of the validity of reliability predictions to be undertaken by the Authority

IT IS AGREED AS FOLLOWS

1. SCOPE

(1) The special area of work for research and investigation shall be specified by the Authority but shall include work in the following areas:

(i) A Survey of the Authority's Experience

The reliability assessments carried out in the past by the Authority will be surveyed, selected and summarized to provide a set of predicted reliability parameters over a range of plant items of equipment and systems but excluding structures.

Wherever possible corresponding information would be sought, retrieved and analyzed on the values that have been observed in practice for the same reliability parameters. The aforementioned range of plant items will be selected such that it is pertinent to understanding the validity of reliability predictions for items of equipment and systems incorporated in nuclear installations.

(ii) A Survey of Other Related Experience

A similar survey to (i) above will be made by seeking the collaboration of at least 2 other organizations working in the reliability analysis field. Such organizations could include the Associate Members of the Systems Reliability Service (a service to industry operated under the National Centre of Systems Reliability) and various other organizations who are known by the Authority and the NRC to be working in the appropriate reliability field.

(iii) An Analysis of Results

Correlations will be investigated between the predicted and observed values of reliability parameters and comments made on any trends, limitations or assumptions that appear. Reasons for any lack of correlations will also be investigated.

(2) The detailed programme of work shall be determined by the Authority as consistent with the general scope described in subparagraph (1) of this clause, but may be modified from time to time by the Authority who will notify the NRC of any changes. Changes to the general scope described in subparagraph (1) of this clause will not be made without the prior written agreement of the NRC which shall not be unreasonably withheld. Should the NRC wish to extend the programme to cover additional spheres of investigation they will notify the Authority who will give reasonable consideration to such a request.

2. PERIOD OF AGREEMENT

The Agreement shall take effect from August 21, 1975 and shall remain in force until September 30, 1977.

3. FINANCE

(1) The Authority and the NRC shall each be responsible for meeting their own costs which may be incurred in executing the programme of work.

(2) The NRC will pay to the Authority a sum of £12,500 or forty per cent of the total costs incurred by the Authority under this Agreement whichever is the lesser amount. The Authority will notify the NRC of the total costs which they have incurred which will be calculated in accordance with their normal commercial practice.

(3) The contribution to be paid to the Authority by the NRC may be varied by mutual agreement of both parties in the event of the programme of work being substantially changed.

4. PAYMENT

(1) The NRC shall pay to the Authority the sum of £6,000 within one month after the date of this Agreement. The balance of the sum due under Clause 3 of this Agreement shall become payable within one month after the date of notification by the Authority to the NRC of the total costs which the Authority have incurred provided that the NRC has received the final report described in Clause 8 (Authority Report).

(2) Payment of the amounts due shall be made to:

The National Westminster Bank Ltd.,
23 Sankey Street
Warrington, England

for the account of the United Kingdom Atomic Energy Authority by means of a sterling cheque free of all deductions.

5. PROJECT MANAGEMENT

(1) The Authority will appoint a representative who shall be responsible for agreeing the extent of the work and supervising its execution. The name of the appointed representative shall be notified in writing to the NRC and may be changed at any time.

(2) The NRC shall nominate a representative who will be responsible for acting as liaison officer and to whom all formal communications shall be addressed.

6. FACILITIES TO BE PROVIDED BY THE AUTHORITY

(1) The Authority shall provide suitable staff and facilities to undertake the programme of work.

(2) The Authority shall provide such facilities as may be required from time to time to members of the NRC's staff for occasional visits to the Authority's premises.

7. INFORMATION AND FACILITIES TO BE PROVIDED BY THE NRC

(1) The NRC will make best efforts to provide, or to make suitable arrangements for other organizations situated in the United States to provide, to the Authority, information, basic data, information on analytical methods of prediction, details of equipment and its operational situation and performance etc., of a similar nature to that described in Clause 1.(1)(i)(Scope). Such provision or arrangements by the NRC shall be in accordance with the U.S. Federal law. Provision of the final report described in Clause 8 to the NRC is not contingent upon NRC providing the aforementioned information to the Authority. The parties recognize that other organizations may impose proprietary restrictions on the information that they furnish to the NRC.

(2) The NRC shall provide such facilities as may be required from time to time to members of the Authority's staff for occasional visits to the NRC's premises.

8. AUTHORITY REPORT

(1) The Authority shall produce a report on completion of the work to be carried out under this Agreement for use by the NRC.

(2) The purpose of the report will be to give an appreciation of the correlation between the results of using methods of predicting reliability characteristics of equipment and systems and the measurements of these characteristics in practical applications.

(3) The form of the report shall be agreed with the NRC but it shall be of a generic nature only and may not include specific data or information which is considered to be proprietary or confidential.

(4) The Authority will afford to the NRC an opportunity to comment upon a draft of the report.

(5) The Authority shall deliver not more than five (5) copies of the final report.

9. RESTRICTIONS ON THE USE AND DISCLOSURE OF INFORMATION

(1) All supporting reports, data, drawings, specifications and other information or intellectual property of any kind arising from the activities of the Authority under this Agreement shall be and shall remain the property of the Authority. It is understood and agreed between the parties hereto that in the event information and data of a proprietary nature is exchanged, such exchange shall be made on a confidential basis. All such information and data shall carry proper legends specifying that such information and data is confidential and proprietary and is being transmitted under the terms of this agreement, and shall not be disclosed or reproduced or used in any manner inconsistent with this agreement, or the national laws of the parties hereto.

(2) The NRC shall not disclose the draft report to any third parties.

10. USE OF SUPPORTING INFORMATION AND DATA

(1) Subject to any pre-existing rights of any third parties, all supporting information, and data provided by the Authority or the NRC under this Agreement shall remain the property of the Authority and the NRC respectively. Such supporting information and data shall not be disclosed to any third party without the prior written consent of the Authority or the NRC respectively.

(2) Subject to any pre-existing rights of any third parties, the Authority shall have the right to use all supporting information and data provided to the Authority by the NRC under this Agreement, solely for the purposes of the work to be carried out under this Agreement and for incorporation in the Data Bank operated by the Systems Reliability Service of the Authority and to apply it to appropriate cases provided that the information when so used shall not be attributable to the NRC and/or its source or origin unless otherwise agreed.

11. RESPONSIBILITY FOR INFORMATION

Whilst the Authority shall take all reasonable measures to ensure that any final report, advice, assessment or information provided by them to the NRC under the provisions of this Agreement is accurate and accurately reflects current thinking and procedures within the Authority, the Authority gives no warranty that the said final report, advice, assessment or information is in fact accurate and the Authority shall not be liable to the NRC in contract or tort or otherwise for any claims arising from the use of such report, advice, assessment or information or arising from the design, manufacture, installation or use of any article or process consequent upon the use of the said

report, advice, assessment or information. In the event that the NRC shall distribute copies of the final report, the following legend shall be affixed to each such copy: "This report was prepared under partial sponsorship of the U.S. Government. Neither the United States nor the U.S. Nuclear Regulatory Commission, nor any of their employees, nor any of their contractors, subcontractors, or their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed, or represents that its use would not infringe privately owned rights."

12. PATENTS

(1) The parties agree that, with respect to all right, title, and interest in and to any invention or discovery made or conceived by either party in the course of, in connection with or under the technical work performed under and during the term of this agreement, or any patent application or patent thereon:

(i) The authority shall be entitled to all such right, title and interest in all countries other than the United States of America, subject to a royalty-free, non-exclusive, irrevocable license, with the right to grant sub-licenses, to the NRC.

(ii) The NRC shall be entitled to all such right, title and interest in the United States of America, subject to a royalty-free, non-exclusive, irrevocable license, with the right to grant sub-licenses, to the authroity.

(2) Each party agrees to waive, and does hereby waive, any and all claims against the other party for compensation, royalty and award as regards the use of any such invention, discovery, patent application or patent in the production or utilization of atomic energy or special nuclear material, and agrees to release, and does hereby release, the other party with respect to any and all such claims.

(3) As to inventions and patents under paragraph A, neither party shall discriminate in the granting of any license or sub-license for the reason that the proposed licensee is a citizen of the country of the other party.

(4) The parties agree that all situations not specifically covered shall be settled by mutual agreement governed by the basic principle of equivalent benefits to both parties.

13. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. COVENANT AGAINST CONTINGENT FEES

The Authority warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement 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 Authority for the purpose of securing business. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion to deduct from the consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

15. ENTIRE AGREEMENT

This Agreement contains the entire and only agreement between the parties affecting the rights and obligations of the parties to this Agreement, and prior negotiations, commitments, and writings with respect thereto are superseded hereby. No waiver, alteration or modification of any of the provisions hereof shall be binding unless incorporated in a duly executed amendment of this Agreement.

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

UNITED KINGDOM ATOMIC
ENERGY AUTHORITY

J GAUNT
*Attaché Atomic Energy
British Embassy*

UNITED STATES OF AMERICA
BY: UNITED STATES NUCLEAR
REGULATORY COMMISSION

LEE V. GOSSICK
Executive Director for Operations

SPAIN

Friendship and Cooperation

*Treaty and supplementary agreements signed at Madrid January 24, 1976
And exchanges of notes signed at Madrid January 24 and February 3, 1976;
Ratification advised by the Senate of the United States of America,
with a declaration, June 21, 1976;
Ratified by the President of the United States of America September 4, 1976;
Ratified by Spain September 18, 1976;
Ratifications exchanged at Madrid September 21, 1976;
Proclaimed by the President of the United States of America
October 8, 1976;
Entered into force September 21, 1976.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty of Friendship and Cooperation between the United States of America and Spain, together with seven Supplementary Agreements and eight exchanges of notes, were signed at Madrid on January 24, 1976, the original of which Treaty, together with its Supplementary Agreements and exchanges of notes, is hereto annexed;

The Senate of the United States of America by its resolution of June 21, 1976 (the text of which is annexed hereto), two-thirds of the Senators present concurring therein, gave its advice and consent to ratification, subject to a declaration, of the Treaty, together with its Supplementary Agreements and exchanges of notes;

The Treaty, together with its Supplementary Agreements and exchanges of notes, were ratified by the President of the United States of America on September 4, 1976, in pursuance of the advice and consent of the Senate, and were duly ratified on the part of Spain,

It is provided in Article VII of the Treaty that the Treaty and its Supplementary Agreements shall enter into force upon the exchange of instruments of ratification,

The instruments of ratification of the Treaty, together with its Supplementary Agreements and exchanges of notes, were exchanged at Madrid on September 21, 1976, and accordingly the Treaty, together with its Supplementary Agreements and exchanges of notes, entered into force on that day;

Now, THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Treaty, together with its Supplementary Agreements and exchanges of notes, to the end that they shall be observed and fulfilled with good faith on and after September 21, 1976, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this eighth day of October in the year of our Lord one thousand nine hundred seventy-six
[SEAL] and of the Independence of the United States of America the two hundred first.

GERALD R. FORD

By the President

CHARLES W ROBINSON
Acting Secretary of State

SENATE OF THE UNITED STATES
IN EXECUTIVE SESSION

JUNE 21, 1976

RESOLVED, (two-thirds of the Senators present concurring therein), That the Senate advise and consent to the ratification of the Treaty of Friendship and Cooperation between the United States of America and Spain, signed at Madrid on January 24, 1976, together with its seven Supplementary Agreements and its eight related exchanges of notes (Executive E, Ninety-fourth Congress, second session) subject to the declaration that:

(1) the United States, recognizing the aspiration of Spain to achieve full participation in the political and economic institutions of Western Europe, and recognizing further that the development of free institutions in Spain is a necessary aspect of Spain's full integration into European life, hopes and intends that this Treaty will serve to support and foster Spain's progress toward free institutions and toward Spain's participation in the institutions of Western European political and economic cooperation,

(2) the United States, while recognizing that this Treaty does not expand the existing United States defense commitment in the North Atlantic Treaty area or create a mutual defense commitment between the United States and Spain, looks forward to the development of such an expanded relationship between Western Europe and a democratic Spain as would be conducive to Spain's full cooperation with the North Atlantic Treaty Organization, its activities and mutual defense obligations;

(3) the United States, recognizing that this Treaty provides a framework for continued nuclear cooperation for peaceful purposes with Spain, looks forward to a continued relationship in this field commensurate with steps taken by Spain toward becoming a party to the Treaty on the Non-Proliferation of Nuclear Weapons or placing all of its nuclear facilities under safeguards administered by the International Atomic Energy Agency;

(4) Senate advice and consent to ratification shall be understood to apply only to the initial five-year period of the Treaty, so that any United States agreement to an extension of the Treaty shall require the further advice and consent of the Senate, and

(5) the sums referred to in the Supplementary Agreement on Cooperation Regarding Materiel for the Armed Forces and Notes of January 24, 1976, appended to the Treaty, shall be made available for obligation through the normal procedures of the Congress, including the process of prior authorization and annual appropriations, and shall be provided to Spain in accordance with the provisions of foreign assistance and related legislation.

Attest. FRANCIS R. VALEO
Secretary

TREATY OF FRIENDSHIP AND COOPERATION BETWEEN
SPAIN AND THE UNITED STATES OF AMERICA

The Governments of Spain and of the United States of America;
Impelled by their shared concern for the maintenance of world
peace and security;

Affirming that their cooperation is beneficial for the security
of both countries; strengthens the defense of the West; plays an
important part in the security arrangements for the North Atlantic
and Mediterranean areas; and contributes to the achievement of
their shared goals;

Desiring to reaffirm and strengthen the friendship between
their peoples and to continue and enrich the cooperative relationship
which exists between the two countries, in the spirit of the
Declaration of Principles between Spain and the United States of
America, of July 19, 1974; [1]

Agree as follows:

¹ Department of State Bulletin, Aug. 5, 1974, p. 231.

TIAS 8360

ARTICLE I

The close cooperation between the two countries on all matters of common concern or interest will be maintained and developed on a basis of sovereign equality. This cooperation shall encompass economic, educational, cultural, scientific, technical, agricultural, and defense matters, as well as other matters upon which they may mutually agree.

The Governments of Spain and the United States of America will keep their cooperation in all these areas under continuous review and seek to identify and adopt all appropriate measures for carrying out this cooperation in the most effective manner possible with a view to maintaining a balance of benefits, equal and effective participation of both parties, and coordination and harmonization of their efforts with those which may be being made in other bilateral and multilateral contexts.

For these purposes, a Spanish-United States Council is established under the chairmanship of the Foreign Minister of Spain and the Secretary of State of the United States of America. The functions and organization of the Council are set forth in Supplementary Agreement Number One. The Council will meet at least semi-annually.

ARTICLE II

Given the increasing international importance of economic affairs, the two parties will seek to develop their economic relations so as to ensure mutual benefit under conditions of equitable reciprocity and to promote, in particular, cooperation in those fields which facilitate development. That cooperation

shall also take into account the impact which the state of the economy of each country has on its defense efforts. Their economic relationship will be carried out in accordance with Supplementary Agreement Number Two.

ARTICLE III

Given the relations of friendship which exist between the peoples of Spain and the United States of America, and recognizing that science and technology are essential factors in meeting the growing needs and in furthering the general economic development of both countries, the two Governments will carry out a broad program of scientific and technical cooperation for peaceful purposes. In the framework of that cooperation, they will direct their efforts principally to areas having the most significance to the social and economic welfare of their peoples, and to developmental progress. Their relations in these areas will be carried out in accordance with Supplementary Agreement Number Three.

ARTICLE IV

In order to continue to expand their cooperation in the educational and cultural fields with a view to furthering the familiarity of their peoples with the important cultural achievements of the other and to strengthen the friendship and understanding between their peoples which provide the necessary foundation for the overall cooperative relationship between the two countries, their relations in these areas will be carried out in accordance with Supplementary Agreement Number Four.

ARTICLE V

Having recognized that their cooperation has strengthened the security of the Western World, and contributed to the maintenance of world peace, there is established a defense relationship between Spain and the United States of America. Consistent with the Declaration of Principles of July 19, 1974, they will, through this defense relationship, seek to enhance further their own security and that of the Western World. To such end, they will seek to develop the appropriate plans and coordination between their respective armed forces. This coordination will be carried out by a coordinating body as set forth in Supplementary Agreement Number Five.

To further the purposes of this Treaty, the United States of America may use specific military facilities on Spanish territory, in accordance with the provisions set forth in Supplementary Agreement Number Six. The two parties will also, for these ends, cooperate in the acquisition as well as the production of appropriate materiel for their armed forces, in accordance with the provisions of Supplementary Agreement Number Seven.

ARTICLE VI

In view of the contribution the use of the facilities mentioned in Article V makes to the defense of the West, the parties, through mutually agreed steps, will seek on the basis of reciprocity and equality to harmonize their defense relationship with existing security arrangements in the North Atlantic area. To this end, they will, periodically, review all aspects of the matter, including the benefits flowing to those arrangements from the facilities and make such adjustments as may be mutually agreed upon.

ARTICLE VII

This Treaty and its Supplementary Agreements shall enter into force upon the exchange of instruments of ratification between the two Governments [¹] and will remain in force for five years, whereupon they may be extended for an additional five year period if the parties so agree.

ARTICLE VIII

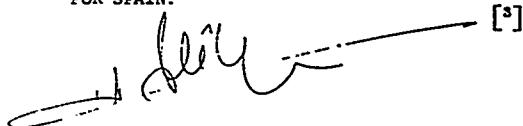
In order to facilitate the withdrawal of the personnel, property, equipment and materiel of the Government of the United States of America located in Spain pursuant to Article V of this Treaty and its Supplementary Agreements, a period of one year from the termination of the Treaty is provided for the completion of withdrawal which will begin immediately after such termination. During that one year period, all the rights, privileges and obligations deriving from Article V and its Supplementary Agreements shall remain in force while United States forces remain in Spain.

DONE in Madrid, this 24th day of January, 1976, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:

 [²]

FOR SPAIN:

 [³]

¹ Sept. 21, 1976.

² Henry A. Kissinger

³ J. Areilza

SUPPLEMENTARY AGREEMENT
ON
THE UNITED STATES-SPANISH COUNCIL
(Number 1)

ARTICLE I

The United States-Spanish Council will be responsible for overseeing the implementation of the Treaty of Friendship and Cooperation. It will review the cooperation under that Treaty; examine any problems which may arise as well as measures which might be taken to deal with them; consider steps to facilitate and improve United States-Spanish cooperation; and submit to the Governments' such findings and recommendations as may be agreed. The Council will also be charged with carrying out the consultations provided for in Article III of Supplementary Agreement Number Six.

ARTICLE II

The Council will be chaired by the Secretary of State of the United States and the Foreign Minister of Spain, and will meet at least semi-annually. Each Chairman will have a Deputy who will serve as Permanent Representative on the Council and assure its functioning in the absence of his Chairman. The Chairman of the Joint Chiefs of Staff of each party or their designated representatives will be permanent military representatives on the Council. The parties shall designate such other representatives and advisors to the Council and its subsidiary bodies as they deem appropriate, taking into account the variety of matters which may be before the Council at any particular time, and the need for adequate representation on the Council from responsible ministries and departments.

ARTICLE III

The Council will have under its aegis a Joint Economic Committee, a Joint Scientific and Technological Affairs Committee, a Joint Educational and Cultural Affairs Committee, and a Joint Committee for Politico-Military Administrative Affairs. It may form such other committees and subsidiary bodies as may be deemed appropriate to facilitate the performance of the Council's functions.

The Committees and other subsidiary bodies will seek to resolve problems and advance cooperation in their areas of competence to the fullest extent possible without formal referral to the Council. They shall periodically report to the Council on matters which have come before them, actions taken, progress made, and make appropriate recommendations to the Council.

The Council will be assisted by a Permanent Secretariat under the joint direction of a United States and a Spanish Secretary, with appropriate staffing mutually agreed upon.

ARTICLE IV

In order to establish the necessary coordination between them and to ensure greater effectiveness of the reciprocal defense support granted by each to the other, the two parties agree to establish a Joint Military Committee dependent on the Council composed of the two Chiefs of the Joint Chiefs of Staff, or their designated representatives, which shall meet semi-annually.

Dependent on this Committee and as a working body, there shall be constituted a Combined Military Coordination and Planning Staff, as provided in the Supplementary Agreement on Bilateral Military Coordination.

The respective co-directors of this Combined Staff shall serve as permanent representatives of the Chairmen of the Joint Military Committee.

ARTICLE V

For the purpose of obtaining the maximum effectiveness in cooperation for Western defense, the United States-Spanish Council, as one of its basic objectives, will work toward development of appropriate coordination with the North Atlantic Treaty Organization. In furtherance of this purpose, the Council will establish by mutual agreement a commission formed by members of the two contracting parties which shall propose to the Council specific measures to promote the establishment of meaningful coordination.

ARTICLE VI

The Council will have its seat at Madrid, where it will be provided with suitable facilities by the Government of Spain.

The administrative support for meetings of the Council and its subordinate bodies will be provided by the Spanish Government inasmuch as it is the seat of the Council. Permanent administrative costs of the Council, including salaries of any employees of the Council, will be shared equally. Each party will bear the cost of its own participation in the work of the Council, including salaries of its members of the Secretariat.

The representatives, advisors, experts and other participants of each party in the work of the Council or its subordinate bodies shall enjoy diplomatic privileges and immunities when in the territory of the other, in accordance with the norms to be agreed.

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ARTICLE VII

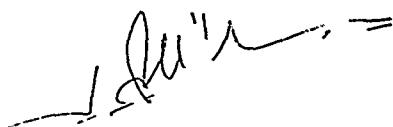
This Agreement will enter into force and remain in force contemporaneously with the Treaty of Friendship and Cooperation between the United States and Spain.

DONE in Madrid, this 24th day of January, 1976, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:



FOR SPAIN:



SUPPLEMENTARY AGREEMENT

ON

ECONOMIC COOPERATION

(Number 2)

ARTICLE I

In their economic relations, the United States and Spain will be guided by their shared desire to encourage economic growth, trade expansion, and other economic relations among nations, and by the principles contained in the Treaty of Friendship and Cooperation.

ARTICLE II

The two Governments reaffirm their determination to intensify their commercial relations and to take all appropriate steps to encourage the growth of their respective exports. In order that this growth may take place on a basis acceptable to both parties, they will seek to avoid the development of a disequilibrium that could be mutually disadvantageous to their overall economic relationship. To this end, the two Governments will seek to avoid imposing restrictions on the flow of trade between them in accordance with their obligations under the General Agreement on Tariffs and Trade [1] and other existing international agreements.

ARTICLE III

The two Governments agree on the desirability of having a normal flow of United States direct investment to Spain, and to that end they will endeavor to arrive at appropriate and mutually

¹TIAS 1700; 61 Stat., pts. 5 and 6.

agreeable measures to facilitate such an investment flow, within the limits of their respective laws and international obligations.

ARTICLE IV

Both Governments recognize the importance of the role played by the Export-Import Bank of the United States both in stimulating the purchase of United States capital goods by Spanish enterprises and in assisting the progress of Spain's energy and industrial development programs, and therefore they will seek to strengthen these financial relations in the future.

To this end, the Export-Import Bank of the United States, in order to contribute to Spain's development, is currently prepared to commit credits and guarantees of approximately \$450 million for Spanish companies.

ARTICLE V

The Government of Spain reiterates its objective of achieving its full integration in the European Economic Community, and the Government of the United States declares its favorable understanding of this Spanish objective. The two Governments agree to maintain contact in seeking to arrive at mutually satisfactory solutions of any problems that may arise for either of them in this connection.

ARTICLE VI

In order to facilitate achievement of the goals established in Article II, the two Governments will reinforce their consultations regarding the most appropriate manner in which Spain

can qualify for the benefits of the generalized system of preferences provided for in the United States Trade Act of 1974. [1]

ARTICLE VII

The two Governments reaffirm their interest in carrying out a regular program of consultations on all economic matters of mutual interest. To that end, they agree to establish a Joint Economic Committee under the United States-Spanish Council. The Joint Economic Committee will monitor bilateral economic relations, discuss matters of mutual interest, seek to resolve problems which may arise, and make appropriate recommendations for furthering their economic cooperation.

ARTICLE VIII

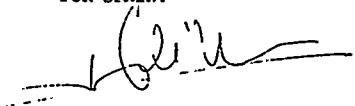
This agreement will enter into force and remain in force contemporaneously with the Treaty of Friendship and Cooperation between the United States and Spain. It supersedes the Agreement of July 15, 1968, establishing a United States-Spanish Economic Committee. [2]

DONE in Madrid, this 24th day of January, 1976, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:



FOR SPAIN:



¹ 88 Stat. 1978, 19 U.S.C. § 2101.

² TIAS 6698; 20 UST 848.

SUPPLEMENTARY AGREEMENT

ON

SCIENTIFIC AND TECHNOLOGICAL COOPERATION

(Number 3)

ARTICLE I

The common efforts of the two Governments under their program of scientific and technological cooperation will, in conformity with the Treaty of Friendship and Cooperation, be directed principally to those fields of applied research and technological development having the most significance to the social and economic welfare of the peoples of the United States and Spain. In this context, the fields of energy, industrialization, environmental and urban problems, agriculture, and natural resources are recognized as having particular importance to developmental progress. Both Governments will give early and special emphasis to these fields within the program of cooperation.

ARTICLE II

Cooperation between the two Governments will be based on the following principles:

- a. mutuality of interest;
- b. selection of specific scientific and technical sectors of major interest; and
- c. preparation of plans for collaboration between institutions and entities of the two countries.

Their cooperation and activities in the fields of science and technology will be subject to the legislative requirements of the two countries, including the annual appropriation of funds.

ARTICLE III

Cooperation may take such forms as deemed appropriate, including but not limited to:

- a. joint or coordinated planning, support, or implementation of projects and the supply of equipment;
- b. exchange of scientific and technological information, subject to the conditions agreed to by the two countries;
- c. establishment, operation, and utilization of scientific and technical installations related to individual projects; and
- d. exchange of scientific and technical personnel related to the cooperative projects and activities contained in this agreement.

ARTICLE IV

Cooperative programs and activities may be the subject of specific agreements for their appropriate implementation.

ARTICLE V

Scientific and technical cooperation shall be effected as follows:

- a. annual programs composed of sets of specific projects financed by contributions from the United States Government;
- b. special programs in which each participant will, in general, bear the costs pertaining to its obligations;
- c. funding for annual and special programs shall be subject to the availability of the necessary funds.

ARTICLE VI

Cooperation in science and technology shall be coordinated through the Joint Committee for Scientific and Technological Cooperation which shall be responsible for:

- a. formulation of an annual program of scientific and technical cooperation between the two countries;
- b. review of all programs, activities, and operations, including the preparation of an annual report; and
- c. the Joint Committee may recommend to the Governments modification, postponement, or termination of programs, where warranted, after consultation with all affected agencies and institutions.

ARTICLE VII

The annual program of scientific and technical cooperation, under this Agreement, shall be established through exchange of notes between the Ministry of Foreign Affairs and the Embassy of the United States at Madrid, or through formal decision of the United States-Spanish Council, acting on the basis of recommendations of the Committee.

ARTICLE VIII

Scientific and technical information of a non-proprietary nature resulting from cooperation under this Agreement shall be made available to the world scientific community through customary channels in accordance with normal procedures.

The disposition of any patents, know-how, and other proprietary property derived from the cooperative activities shall be provided for in the specific agreements referred to in Article IV.

ARTICLE IX

Each Government will facilitate, consistent with law, the entry and exit of equipment and material to be utilized in cooperative activities under this Agreement, as well as the personal effects of scientific and technical personnel and their families.

ARTICLE X

Nothing in this Agreement shall preclude or prejudice scientific and technological cooperation outside the terms of this Agreement by institutions of the United States or Spain or by nationals of either country with each other or with third parties.

ARTICLE XI

Institutions, organizations, or entities of third countries may participate in cooperative programs or activities with the joint approval of the Governments of the United States and Spain.

ARTICLE XII

Programs and activities currently in force and established by the competent authorities shall not be affected by this Agreement. However, they may be included in this Agreement when both Governments so decide.

ARTICLE XIII

In the field of energy, both Governments consider that cooperation in research and development in nuclear and non-nuclear aspects of energy and energy conservation is important.

To increase cooperation in energy research and development, both Governments will endeavor to remain within the framework of cooperation in the context of the International Energy Agency and will ensure that, to the maximum extent possible, appropriate research linkages are maintained with that organization and its member countries.

ARTICLE XIV

With respect to nuclear cooperation for peaceful purposes, the areas of interest for both countries which shall receive early consideration in the development of cooperative programs and institutional agreements will include: basic physics research, reactor technology, fuel safety and treatment, radioactive metrology, contamination, and radioactive wastes.

ARTICLE XV

Cooperation in solar energy research and its applications for domestic, industrial, and agricultural use is of interest to both countries and shall receive early consideration in the preparation of the general cooperation agreements and in the development of special programs within those agreements.

Both Governments will also give consideration to co-operation on other forms of energy

ARTICLE XVI

In the field of environmental and urban problems, both Governments recognize the usefulness of annual programs

TIAS 8360

already carried out, and consider it desirable to increase this cooperation wherever possible, giving special attention to the following aspects:

- a. monitoring, reduction, and, where feasible, elimination of environmental pollution;
- b. conservation and protection of reserves and natural areas, including their fauna; and
- c. urban and regional planning directed to improvement of the quality of human life.

ARTICLE XVII

In the field of agriculture, both Governments recognize the continuing importance that cooperation holds for the peoples of each country and of the world, and will continue to encourage, as appropriate, cooperation in such programs and activities as may be of mutual interest. These may include, *inter alia*, agricultural scientific research, agricultural health standards, professional training, exchange of instructors and researchers, and exchange of information for technical and scientific progress in agriculture. In the development of cooperative programs, the special problems and priorities of each country shall be taken into account.

ARTICLE XVIII

In the area of natural resources, both Governments recognize the importance of research to their identification, conservation, and efficient utilization, and agree to develop and implement cooperative programs in areas to be jointly

defined. Such programs may include, inter alia, information exchange, provision of expert services, specialized work experiences, and development and intensification of inter-institutional linkages. In the development of natural resources cooperation, early attention shall be given to oceanography.

ARTICLE XIX

This Agreement shall enter into force and remain in force contemporaneously with the Treaty of Friendship and Cooperation between Spain and the United States.

DONE in Madrid, this 24th day of January, 1976, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA.

FOR SPAIN:

SUPPLEMENTARY AGREEMENT
ON
EDUCATIONAL AND CULTURAL COOPERATION
(Number 4)

ARTICLE I

Aware of the importance of the cultural achievements of the two countries and the desirability of strengthening the traditional friendship and understanding between their peoples, Spain and the United States will expand their cooperation in the educational, cultural, and scientific fields. Through the Joint Committee on Educational and Cultural Affairs they will seek to develop programs for more effective cooperation; carry out programs already approved for that purpose; seek to resolve problems that may arise; and make such recommendations as may be necessary in relation to these matters. Their cooperation and decisions in the fields of education, culture, and science will be subject to the legislative requirements of the two countries, including the annual appropriation of funds.

ARTICLE II

The program of exchanges between Spain and the United States in these fields will be expanded in both numbers and scope. The expansion will involve teachers, researchers, scientists, scholars and students and will be extended into all branches of learning, especially natural and applied sciences, economics, and the language and culture of the two countries. In the field of arts and letters, the two Governments will sponsor visits of authors and artists and encourage the reciprocal dissemination of their works.

ARTICLE III

The two Governments will cooperate in the expansion of the Spanish educational system. The United States will assist Spain in research, development, and advanced training for professors and other teaching personnel. The United States will also provide documents, equipment, and materials to educational research and teaching laboratories and libraries, as appropriate, for Spanish universities and other centers of higher learning. Both Governments will foster an exchange of cultural materials.

ARTICLE IV

Both Governments recognize the importance of the Fulbright-Hays program in promoting educational and cultural exchanges between the two countries, through the Commission on Cultural Exchange between Spain and the United States of America. Both Governments will contribute regularly to the financing of the Fulbright-Hays program. The Commission and the Joint Committee on Educational and Cultural Affairs will cooperate as appropriate in their respective fields to reinforce the effectiveness of the action of both parties.

ARTICLE V

The two Governments consider it a matter of special interest to increase the knowledge of their respective languages in the two countries by encouraging the activities of institutions and organizations engaged in the teaching of Spanish and the dissemination of Spanish culture in the United States, and at the same time encouraging the work of institutions and

organizations engaged in similar activities with respect to the language and culture of the United States.

ARTICLE VI

The annual Educational and Cultural Cooperation Program which is the subject of this Agreement will be established by exchange of notes between the Ministry of Foreign Affairs and the Embassy of the United States at Madrid, or by a formal decision of the United States-Spanish Council, taking as a basis the recommendations of the Committee.

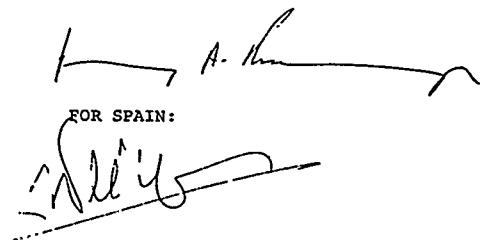
ARTICLE VII

This Agreement shall enter into force and remain in force contemporaneously with the Treaty of Friendship and Cooperation between the United States and Spain.

DONE in Madrid, this 24th day of January, 1976, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA.

FOR SPAIN:



SUPPLEMENTARY AGREEMENT
ON
BILATERAL MILITARY COORDINATION
(Number 5)

ARTICLE I

A Combined Military Coordination and Planning Staff shall be established at Madrid to facilitate coordination between the Spanish Armed Forces and the Armed Forces of the United States, as well as other forces dedicated to North Atlantic defense.

The Combined Staff will operate within the overall framework of the United States-Spanish Council and receive the Council's guidance through the Joint Military Committee. The Council will be kept apprised of the work of the staff, including all proposed joint exercises or other activities. The staff will have no command function.

ARTICLE II

The mission of the Combined Staff shall be to prepare and coordinate plans, which are in harmony with existing security arrangements in the North Atlantic area, for actions which could be taken in the geographic area of common interest as defined in Article III, in case of an attack against Spain or the United States in the context of a general attack against the West.

All such activities of the Combined Staff will take into account the requirements of the constitutional processes of the United States and Spain which must be met before any plans or other measures may be implemented.

Every effort shall be made to insure that these activities of the Combined Staff serve to complement and strengthen Western defense as a whole.

The Combined Staff shall be the vehicle to provide the Spanish Armed Forces the United States doctrine and information required to achieve the necessary strategic, tactical and logistical coordination within the area of common interest.

ARTICLE III

The geographic area of common interest is defined as follows:

- a. Spain, including adjacent air space.
- b. Atlantic area.
 - (1) Northern limit: the parallel of 48 degrees north latitude to the European continent.
 - (2) Western limit: from the intersection of 48 degrees north latitude and 23 degrees west longitude, south to the parallel of 23 degrees north latitude.
 - (3) Southern limit: the parallel of 23 degrees north latitude eastward from 23 degrees west longitude to the coastal waters of the African littoral.
 - (4) Eastern limit: northward along the African coast to the Strait of Gibraltar, and thence northward along the coast of Europe to 48 degrees north latitude.
- c. Mediterranean area: from the Strait of Gibraltar to the meridian of 7 degrees east longitude.
- d. The area excludes the territory of third states and their territorial waters.

ARTICLE IV

The organization of the Combined Staff shall be established by the Joint Chiefs of Staff of the United States and Spain with the approval of the respective national authorities. The Combined Staff shall be headed by two co-directors, one from each country, both having the same general/flag rank. Administrative arrangements will be established by mutual agreement. Militarily, the staff will be responsible to the United States Joint Chiefs of Staff and the Spanish Joint Chiefs of Staff through the Joint Military Committee.

ARTICLE V

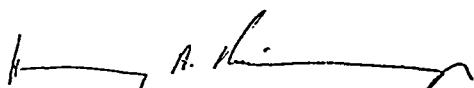
Spanish liaison officers shall be assigned to such headquarters as are agreed upon.

ARTICLE VI

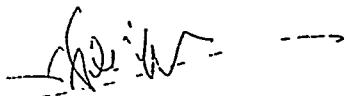
This agreement shall enter into force and remain in force contemporaneously with the Treaty of Friendship and Cooperation between Spain and the United States of America.

DONE in Madrid, this 24th day of January, 1976, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:



FOR SPAIN:



SUPPLEMENTARY AGREEMENT

ON

FACILITIES

(Number 6)

ARTICLE I

Pursuant to Article V of the Treaty of Friendship and Cooperation and by way of contribution to the Western defensive effort, the Government of Spain grants the United States of America the right to use and maintain for military purposes the existing facilities in or connected with the Spanish military bases and installations listed in this agreement and its annex.

The facilities referred to above include those located at Rota Naval Base; the Torrejon and Zaragoza Air Bases, the Bardenas Reales firing range; and Moron, which remains on stand-by status.

The 98th Strategic Wing of tanker aircraft will be withdrawn from Spain but a detachment of a maximum of five tanker aircraft may be stationed at and use the Zaragoza Air Base. The nuclear submarine squadron will commence a phased withdrawal from Rota beginning on January 1, 1979 and this withdrawal will be completed by July 1, 1979.

Facilities within each Spanish military base or connected with it, such as lands, buildings, installations, and other major permanent items, made available for use by the United States forces, shall be listed in an inventory agreed and maintained by the parties, which indicates the purpose for which they are used. The parties will also

agree and maintain a list containing the identification and general strength levels of the United States military units stationed in Spain for the use and maintenance of these facilities.

United States forces may obtain supplies by means of the Cadiz-Zaragoza pipeline, under conditions which will be agreed.

The United States will not store nuclear devices or their components on Spanish soil.

ARTICLE II

The use and maintenance of the facilities authorized by Article I of this Agreement and the status of the United States forces in Spain as well as the use of the Spanish air space will be regulated by the express terms and technical conditions contained in arrangements agreed between the two Governments.

ARTICLE III

In the case of external threat or attack against the security of the West, the time and manner of the use by the United States of the facilities referred to in this Supplementary Agreement to meet such threat or attack will be the subject of urgent consultations between the two Governments, and will be resolved by mutual agreement in light of the situation created. Such urgent consultations shall take place in the United States-Spanish Council, but when the imminence of the danger so requires, the two Governments will establish direct contact in order to resolve the matter jointly. Each Government retains, however, the inherent right of self-defense.

ARTICLE IV

Through the Joint Committee for Politico-Military Administrative Affairs, the parties will seek to assure the necessary coordination between the two Governments, and to resolve such problems as may arise as a result of the application of this Supplementary Agreement.

The organization and operation of the Committee will be developed with a view to dealing effectively and expeditiously with the problems which may arise, to promoting the direct contact between military and civilian officials of both parties appropriate to these ends, and finally, to fostering the maximum cooperation in all matters of mutual concern.

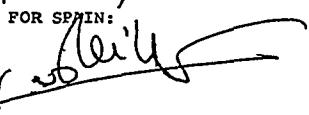
Prior to the expiration of the Treaty, and no less than three months before, the Joint Committee for Politico-Military Administrative Affairs will study the modalities and timetable resulting from the application of Article VIII of the Treaty, in case the extension established by Article VII does not go into force.

ARTICLE V

This agreement will enter into force contemporaneously with the Treaty of Friendship and Cooperation and remain in force with it and thereafter in accordance with Article VIII of the Treaty of Friendship and Cooperation.

DONE in Madrid, this 24th day of January, 1976, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:


A. Kahan
FOR SPAIN:

J. M. Ruiz

ANNEX TO ARTICLE I

In addition to the facilities listed in Article I,
there are minor facilities outside of the principal Spanish
installations mentioned in this Article. These facilities are:

Jarama Water System Annex
Sonseca Weather Station Site
Torrejon ILS Outer Marker
Zaragoza Radio Beacon Annex
Soller Tropo Site and Housing Annex
Humosa Tropo Site
Guardamar Tropo and Transmitter Site
Inoges Tropo Site
Menorca Tropo Site
Moron Naval Communications Facility
Estaca de Vares LORAN Station
Estaca de Vares Communication Relay Station
Estartit (Gerona) LORAN Station
Cartagena Petroleum and Munitions Storage Facilities
El Ferrol Petroleum Facilities
Loches Petroleum Storage Farm
La Muela Petroleum Storage Farm
El Arahal Petroleum Storage Farm

SUPPLEMENTARY AGREEMENT
ON
COOPERATION REGARDING MATERIEL
FOR THE ARMED FORCES
(Number 7)

ARTICLE I

The Government of the United States will issue repayment guarantees under its foreign military sales program to facilitate the extension of loans to the Government of Spain by eligible lenders for the purpose of financing the purchase by the Government of Spain of defense articles and defense services in furtherance of the present Treaty of Friendship and Cooperation. The aggregate principal amount of loans guaranteed by the Government of the United States in accordance with this Article shall total \$120,000,000 during each of the five years during which the present Treaty of Friendship and Cooperation shall remain in force.

ARTICLE II

1. The Government of the United States will furnish defense articles to the Government of Spain on a grant basis with a value of \$75,000,000 over the period during which the present Treaty of Friendship and Cooperation shall remain in force.

2. In addition, the Government of the United States will continue to furnish on a grant basis training for personnel of the armed forces of Spain, the value of which shall be \$2,000,000 during each of the five years of validity of the Treaty

3. The value of defense articles furnished under this Article will be calculated in the manner most favorable to the Government of Spain, consistent with applicable United States laws and regulations.

ARTICLE III

All defense articles or defense services furnished to the Government of Spain in accordance with this Agreement shall be furnished subject to the terms and conditions set forth in Article I of the Mutual Defense Assistance Agreement of September 26, 1953 [1] between the two Governments, / except that Article I, paragraph 3, of that Agreement shall not apply to defense articles and defense services purchased by the Government of Spain pursuant to this Agreement. In addition to such terms and conditions, the Government of Spain agrees that the net proceeds of sale received by it in disposing of any weapon, weapons system, munition, aircraft, military vessel, or other implement of war, including scrap therefrom, furnished on a grant basis by the Government of the United States, will be paid to the Government of the United States and shall be available to pay the official costs of the Government of the United States payable in the currency of Spain, including all costs relating to the financing of international educational and cultural exchange activities in which the Government of Spain participates. Defense articles and defense services are furnished pursuant to this Agreement exclusively for legitimate self-defense,

¹ TIAS 2849; 4 UST 1879.

or for participation in collective measures consistent with the Charter of the United Nations [1] or requested by the United Nations for the purpose of maintaining or restoring international peace and security

ARTICLE IV

The Government of the United States will assign a high priority to the delivery to Spain of grant materiel agreed upon and of the necessary logistic support of the aforesaid needed materiel for the life of the Agreement.

ARTICLE V

The Government of the United States agrees to make the maximum effort to facilitate acquisition by the Government of Spain of four complete squadrons (of 18 aircraft each) of P-16 light fighter aircraft, or others of similar characteristics.

ARTICLE VI

The Government of the United States agrees to contribute to modernizing, semi-automating and maintaining the existing aircraft control and warning network utilized by the United States Air Force in Spain, in an amount not exceeding \$50,000,000.

Details of those improvements and of the maintenance and the cost-sharing arrangements shall be set forth in a subsequent implementing agreement.

¹ TS 893; 59 Stat. 1081.

ARTICLE VII

With regard to the execution of new joint utilization projects agreed to by the armed forces of the two countries, such as the case covered in the preceding article, the two parties shall mutually agree on the respective percentages of participation in such projects to be charged to the defense budget of each country.

ARTICLE VIII

The Government of the United States will offer for sale to the Government of Spain, at a favorable price consistent with applicable law, naval vessels of the following quantities and types: four MSO oceangoing minesweepers and one ARL minesweeper tender.

ARTICLE IX

The Government of the United States agrees to give prompt consideration to proposals for transfer to the Government of Spain of the technical data, equipment, and materials necessary for production in Spain of specific defense items. In each case, such production shall remain subject to specific agreement between the two Governments.

ARTICLE X

1. The Government of the United States will make available for lease to the Government of Spain 42 F-4E aircraft from the inventory of the United States Air Force the delivery of which aircraft shall be effected on the dates agreed upon.

TIAS 8360

2. The Spanish Government will pay the United States Government the amount agreed upon for lease of these aircraft. The lease may be terminated by the Government of Spain prior to expiration of the lease with one year prior notice to the Government of the United States. The lease may be extended by the Government of Spain beyond the term of the lease for an amount to be agreed upon until an equivalent number of F-16 aircraft can be made available for delivery to Spain pursuant to Article IV hereof.

3. The Government of Spain will sell to the Government of the United States 34 F-4C aircraft and F-4C specific support equipment and accessories for an amount agreed upon. The delivery of the F-4C aircraft to the Government of the United States will be concurrent with the delivery of the F-4E aircraft to the Government of Spain.

4. The Government of the United States agrees to sell to the Government of Spain the necessary spare parts and support equipment for maintenance of the F-4E aircraft until termination of the lease.

ARTICLE XI

It is expressly agreed by the two Governments that the undertakings of the Government of the United States provided for in this Agreement will be carried out in accordance with, and subject to, applicable provisions of United States law and the appropriation of the necessary funds by the United States Congress.

The undertakings of the Government of Spain hereunder will be carried out in accordance with and subject to applicable provisions of Spanish law.

ARTICLE XII

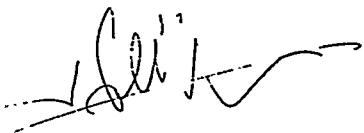
The Agreement will enter into force and remain in force contemporaneously with the Treaty of Friendship and Cooperation between the United States and Spain.

DONE in Madrid, this 24th day of January, 1976, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:



POR SPAIN:



TRATADO DE AMISTAD Y COOPERACIONENTRE ESPAÑA Y LOS ESTADOS UNIDOS DE AMERICAPREAMBULO

Los Gobiernos de España y de los Estados Unidos;

Movidos por su común preocupación por el mantenimiento de la paz y la seguridad mundiales;

Afirmando que su cooperación es beneficiosa para la seguridad de ambos países; fortalece la defensa occidental, desempeña un importante papel en los arreglos de seguridad de las zonas del Atlántico Norte y Mediterráneo y contribuye a la realización de sus objetivos comunes;

Deseando reafirmar y reforzar la amistad entre sus pueblos y continuar y ampliar la relación de cooperación existente entre los dos países, dentro del espíritu de la Declaración de Principios firmada por los Estados Unidos de América y España el 19 de julio de 1974;

Convienen lo siguiente:

ARTICULO I

La estrecha cooperación entre los dos países en todos los asuntos de interés común se mantendrá y desarrollará sobre la base de la igualdad soberana. Esta cooperación abarcará los asuntos económicos, educativos, culturales, científicos, técnicos, agrícolas y de defensa, así como aquéllos que mutuamente acuerden.

Los Gobiernos de los Estados Unidos y de España examinarán de modo continuado su cooperación en todas estas materias y tratarán de concretar y adoptar todas las medidas apropiadas para llevarla a cabo de la forma más eficaz posible, con objeto de mantener un equilibrio de beneficios, una igual y efectiva participación de ambas partes, y una coordinación y armonización de sus esfuerzos con los que puedan realizarse en otros marcos bilaterales y multilaterales.

A estos fines se establece un Consejo Hispano-Norteamericano bajo la Presidencia del Ministro de Asuntos Exteriores de España y el Secretario de

Estado de los Estados Unidos. Las funciones y organización del Consejo se especifican en el Acuerdo Complementario Número 1. El Consejo se reunirá por lo menos cada semestre.

ARTICULO II

Dada la creciente importancia internacional de los asuntos económicos, las dos partes tratarán de desarrollar sus relaciones económicas en condiciones de reciprocidad equitativa para asegurar un mutuo beneficio, y promover en particular la cooperación en aquellos campos que faciliten el desarrollo. Esta cooperación también tendrá en cuenta la repercusión que la situación económica de cada país tenga sobre sus esfuerzos defensivos. Sus relaciones económicas se llevarán a efecto con arreglo al Acuerdo Complementario Número 2.

ARTICULO III

Dadas las relaciones de amistad existentes entre los pueblos de los Estados Unidos y de España, y reconociendo que la ciencia y la tecnología son factores esenciales para satisfacer las necesidades crecientes y para fomentar el desarrollo económico general de ambos países, los dos Gobiernos llevarán a cabo un amplio programa de cooperación científica y técnica para fines pacíficos. En el marco de esta cooperación, dirigirán principalmente sus esfuerzos hacia los sectores de mayor trascendencia para el bienestar social y económico de sus pueblos y para el impulso del desarrollo. Sus relaciones en estas cuestiones se efectuarán de conformidad con el Acuerdo Complementario Número 3.

ARTICULO IV

Con objeto de seguir ampliando su cooperación en los campos educativo y cultural para así fomentar el mejor conocimiento por sus pueblos de los importantes logros culturales respectivos y el fortalecimiento de su amistad y comprensión, que constituyen los fundamentos necesarios de una efectiva relación de cooperación global entre los dos países, sus relaciones en estos campos se llevarán a cabo conforme al Acuerdo Complementario Número 4.

ARTICULO V

Habiendo reconocido que su cooperación ha fortalecido la seguridad del mundo occidental y ha contribuido al mantenimiento de la paz mundial, se establece una relación defensiva entre los Estados Unidos y España. En consonancia con la Declaración de Principios de 19 de julio de 1974, tratarán, a través de esta relación defensiva de reforzar aún más su propia seguridad y la del mundo occidental. A este respecto, se esforzarán en desarrollar los planes y la coordinación apropiados entre sus respectivas Fuerzas Armadas. Esta coordinación se efectuará por medio de un órgano coordinador, según se establece en el Acuerdo Complementario Número 5.

Para llevar a buen fin los propósitos del presente Tratado, los Estados Unidos podrán usar facilidades militares específicas en territorio español, de conformidad con las estipulaciones del Acuerdo Complementario Número 6. Ambas Partes cooperarán también con ese objeto en la adquisición y en la producción del material apropiado para sus Fuerzas Armadas, con arreglo a lo previsto en el Acuerdo Complementario Número 7.

ARTICULO VI

Dado que el uso de las facilidades mencionado en el Artículo V contribuye a la defensa de Occidente, se concertarán para armonizar, sobre la base de la reciprocidad y de la igualdad, su relación defensiva con los arreglos de seguridad existentes en el área noratlántica. A este efecto, revisarán periódicamente todos los aspectos del problema, incluido el relativo a los beneficios que se derivan de esas facilidades para estos arreglos, y harán los ajustes que convengan de consenso.

ARTICULO VII

El presente Tratado y sus Acuerdos Complementarios entrarán en vigor en la fecha del intercambio de los instrumentos de ratificación entre los dos Gobiernos, y su vigencia será de cinco años, pudiendo prorrogarse de mutuo acuerdo por otros cinco.

ARTICULO VIII

Para facilitar la retirada del personal, bienes, equipo y material del Gobierno de los Estados Unidos que se encuentre en España de acuerdo con lo previsto en el Artículo V de este Tratado y sus Acuerdos Complementarios, se establece un período de un año a partir de la expiración del Tratado para llevar a término esta retirada, la cual empezará inmediatamente después de esta expiración. Durante dicho período de un año, todos los derechos, privilegios y obligaciones que se deriven del Artículo V y de sus Acuerdos Complementarios seguirán en vigor mientras permanezcan en España fuerzas de los Estados Unidos.

HECHO en Madrid el día veinticuatro de enero de mil novecientos setenta y seis, en dos ejemplares, uno en inglés y otro en español, haciendo fe ambos textos.

POR LOS ESTADOS UNIDOS DE AMERICA

POR ESPAÑA

ACUERDO COMPLEMENTARIO
SOBRE EL CONSEJO HISPANO-NORTEAMERICANO

(NUMERO 1)

Artículo I

El Consejo Hispano-Norteamericano será responsable de supervisar la aplicación del Tratado de Amistad y Cooperación. Examinará la cooperación que preve el Tratado; studiará cualquier problema que pueda suscitarse, así como las medidas que puedan adoptarse para su resolución; considerará los pasos convenientes para facilitar y mejorar la cooperación hispano-norteamericana y someterá a los dos Gobiernos las conclusiones y recomendaciones que puedan acordarse. El Consejo se encargará también de evacuar las consultas previstas en el Artículo III del Acuerdo Complementario Número 6.

Artículo II

El Consejo será presidido por el Secretario de Estado de los Estados Unidos y el Ministro de Asuntos Exteriores de España y se reunirá al menos semestralmente. Ambos Presidentes tendrán un Adjunto que actuará como representante permanente en el Consejo y asegurara el funcionamiento del mismo en ausencia de su Presidente. Los Presidentes de las Juntas de Jefes de Estado Mayor de cada parte o, los que ellos hayan designado en su lugar ostentarán la representación militar permanente en el Consejo. Las dos partes designarán tantos representantes y asesores en el Consejo y sus organismos subsidiarios como estimen conveniente, teniendo en cuenta la variedad de las materias que pueden presentarse ante el Consejo en un momento determinado y la necesidad de una representación adecuada en el Consejo por parte de los Ministerios y organismos afectados.

Artículo III

El Consejo tendrá bajo su egida un Comité Conjunto Económico, un Comité Conjunto para Cooperación Científica y Tecnológica, un Comité Conjunto para Asuntos Culturales y Educativos y un Comité Conjunto para Asuntos Político-Militares Administrativos. Adicionalmente podrá constituir tantos Comités y organismos subsidiarios como se considere conveniente para facilitar la labor del Consejo.

Los Comités y los otros organismos subsidiarios tratarán de resolver los problemas y promover la cooperación en sus áreas de competencia lo más extensamente posible, sin su transmisión formal al Consejo. Deberán informar periódicamente al Consejo sobre las materias que les han sido presentadas, así como sobre las decisiones adoptadas y el progreso realizado, trasladando las recomendaciones del caso al Consejo.

El Consejo se hallara asistido por una Secretaría Permanente bajo la dirección conjunta de un Secretario español y de uno estadounidense provistos del personal adecuado que se convenga.

Artículo IV

En orden a establecer la necesaria coordinación entre ellos y asegurar una mayor eficacia en el apoyo defensivo reciproco establecido entre los dos países, las dos partes acuerdan establecer un Comité Militar Conjunto dependiente del Consejo y compuesto por los Presidentes de las Juntas de Jefes de Estado Mayor, o de los Representantes que ellos designen, el cual se reunirá semestralmente.

Dependiente de este Comité y como organismo de trabajo se constituirá un Estado Mayor Combinado para Coordinación y Planeamiento, como se prevé en el Acuerdo Complementario para la Coordinación Militar Bilateral. Los respectivos co-Directores de este Estado Mayor Combinado desempeñarán la función de Representantes Permanentes del Presidente del Comité Militar Conjunto.

Artículo V

Con el fin de obtener el máximo de eficacia en la cooperación para la defensa de Occidente, el Consejo Hispano-Norteamericano, tendrá como uno de sus objetivos fundamentales, el lograr el desarrollo de la adecuada coordinación con la Organización del Tratado del Atlántico Norte.

Para la consecución de este objetivo, el Consejo establecerá de mutuo acuerdo, una Comisión formada por miembros de las dos partes contratantes que propondrá al Consejo medidas específicas para promover el establecimiento de dicha significativa coordinación.

Artículo VI

El Consejo tendrá su sede en Madrid. El Gobierno español facilitará los locales adecuados.

Los gastos administrativos para la organización de las reuniones del Consejo y de sus organismos subordinados serán cubiertos por el Gobierno español, por ser España sede del Consejo. Los gastos administrativos de carácter permanente del Consejo, incluyendo los sueldos del personal contratado para el mismo, serán divididos por mitad. Cada parte sufragará el costo de su propia participación en la labor del Consejo, incluyendo los sueldos de sus miembros en el Secretariado.

Los representantes, asesores, expertos y otros participantes de cada una de las partes en la labor del Consejo o de sus organismos subordinados gozarán de privilegios e inmunidades diplomáticas cuando se hallen en el territorio de la otra parte, de acuerdo con las normas que se acuerden.

Artículo VII

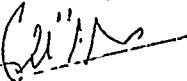
Este Acuerdo entrará en vigor y permanecerá en vigor junto con el Tratado de Amistad y Cooperación entre los Estados Unidos y España.

HECHO en Madrid el día veinticuatro de enero de mil novecientos setenta y seis, en dos ejemplares, uno en inglés y otro en español, haciendo fe ambos textos.

POR LOS ESTADOS UNIDOS DE AMERICA



POR ESPAÑA



ACUERDO COMPLEMENTARIO
SOBRE COOPERACION ECONOMICA

(NUMERO 2)

Artículo I

Las relaciones económicas entre los Gobiernos de España y de los Estados Unidos estarán presididas por el comun deseo de favorecer el desarrollo económico, la expansión del comercio y otras relaciones económicas entre las naciones, y por los principios contenidos en el Tratado de Amistad y Cooperación.

Artículo II

Los dos Gobiernos reafirman su voluntad de intensificar sus relaciones comerciales y de tomar todas las medidas oportunas para fomentar el crecimiento de sus respectivas exportaciones. Con el fin de que este crecimiento pueda lograrse sobre unas bases aceptables para ambas Partes, procurarán evitar el desarrollo de un desequilibrio que pueda ser mutuamente perjudicial al conjunto de sus relaciones económicas. A este fin, los dos Gobiernos procurarán abstenerse de imponer restricciones a las corrientes comerciales recíprocas, de conformidad con las obligaciones derivadas del Acuerdo General sobre Aranceles y Comercio y otros Acuerdos internacionales en vigor.

Artículo III

Los dos Gobiernos están de acuerdo en la conveniencia de mantener el flujo normal de las inversiones directas procedentes de los Estados Unidos a España, y a tal efecto procuraran encontrar medidas que sean apropiadas y mutuamente satisfactorias para facilitar dicho flujo de inversiones dentro de los límites de sus respectivas legislaciones y obligaciones internacionales.

Artículo IV

Ambos Gobiernos reconocen la importancia del papel desempeñado por el Banco de Exportación e Importación de los Estados Unidos, tanto para fomentar la compra de bienes de equipo norteamericanos por empresas españolas, como para ayudar a impulsar los planes de desarrollo energético e industriales de España.

En consecuencia, procurarán reforzar en el futuro el desarrollo de estas relaciones financieras.

A estos efectos, el Banco de Exportación e Importación de los Estados Unidos, para contribuir al desarrollo de España está dispuesto en la actualidad a abrir créditos y garantías por un valor de aproximadamente 450 millones de dólares a empresas españolas.

Artículo V

El Gobierno de España reitera su objetivo de alcanzar su plena integración en la Comunidad Económica Europea y el Gobierno de los Estados Unidos declara su comprensión favorable al objetivo español.

Los dos Gobiernos acuerdan mantenerse en contacto para tratar de alcanzar soluciones mutuamente satisfactorias en relación con los problemas que puedan surgir para cualquiera de ambas Partes a este respecto.

Artículo VI

Con objeto de facilitar el logro de los objetivos establecidos en el Artículo II, los dos Gobiernos reforzarán sus consultas sobre la forma más adecuada para que España pueda ser calificada como país beneficiario del Sistema Generalizado de Preferencias establecido por la Ley de Comercio de los Estados Unidos de 1974.

Artículo VII

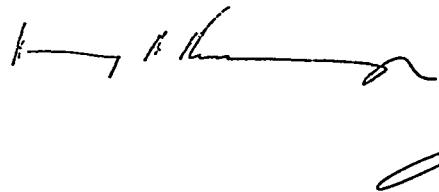
Los dos Gobiernos reafirman su interés en llevar a cabo un programa regular de consultas sobre todas las materias económicas de interés mutuo. A este fin, acuerdan establecer un Comité Conjunto Económico en el marco del Consejo Hispano-Norteamericano. El Comité Conjunto Económico encuadrará las relaciones económicas bilaterales, discutirá las materias de interés mutuo, tratará de resolver los problemas que puedan surgir y formulará recomendaciones apropiadas para ampliar la cooperación económica entre ambos países.

Artículo VIII

Este Acuerdo entrará en vigor y continuará vigente junto con el Tratado de Amistad y Cooperación entre los Gobiernos de España y de los Estados Unidos. Este Acuerdo sustituye al de 15 de julio de 1968, que estableció un Comité Económico Hispano-Norteamericano.

HECHO en Madrid el dia veinticuatro de enero de mil novecientos setenta y seis, en dos ejemplares, uno en inglés y otro en español, haciendo fe ambos textos.

POR LOS ESTADOS UNIDOS DE AMERICA



POR ESPAÑA



ACUERDO COMPLEMENTARIO
SOBRE COOPERACION CIENTIFICA Y TECNOLOGICA
(NUMERO 3)

Artículo I

Los esfuerzos comunes de los dos Gobiernos dentro del programa de cooperación científica y técnica, de conformidad con el Tratado de Amistad y Cooperación se orientaran principalmente a los campos de la investigación aplicada y al desarrollo tecnológico que puedan tener mayor significado para el bienestar social y económico de los pueblos de España y los Estados Unidos. En este contexto los campos de la energía, industrialización, problemas urbanos y ambiente, agricultura y recursos naturales, se reconocen como de particular importancia para el progreso del desarrollo. Ambos Gobiernos daran pronto y especial énfasis a estos campos dentro del programa de cooperación.

Artículo II

La cooperación entre los dos Gobiernos se basará en los siguientes principios:

- a) reciprocidad de intereses;
- b) selección de sectores específicos científicos y técnicos de mayor interés;
- c) preparación de planes para la colaboración entre las Instituciones y Entidades de los dos países.

La cooperación y las actividades en los campos de la ciencia y tecnología estarán sujetas a las normas legislativas de los dos países, incluyendo la consignación presupuestaria anual de fondos.

Artículo III

La cooperación puede tomar las formas que se estimen apropiadas incluyendo, aunque no de forma limitativa, las siguientes:

- a) planeamiento conjunto o coordinado, mantenimiento o ejecución de proyectos, y suministro de equipos;
- b) intercambio de información científica o tecnológica sujeta a las condiciones acordadas por los dos países;

- c) establecimiento, funcionamiento y utilización de las instalaciones científicas y técnicas relacionadas con proyectos concretos;
- d) intercambio de personal científico y técnico relacionado con los proyectos y actividades de cooperación contenidos en este Acuerdo.

Artículo IV

Los programas y las actividades de cooperación pueden ser objeto de acuerdos específicos para su apropiada realización.

Artículo V

La cooperación científica y técnica será realizada como sigue:

- a) programas anuales que estarán compuestos por grupos de proyectos específicos financiados por aportaciones del Gobierno de los Estados Unidos;
- b) programas especiales en los cuales cada participante asumirá en general los costos que correspondan a sus obligaciones;
- c) la financiación de los programas anuales y especiales estará sujeta a la posibilidad de obtener los fondos necesarios.

Artículo VI

La cooperación en ciencia y tecnología será coordinada a través del Comité Conjunto para Cooperación Científica y Tecnológica que será responsable de:

- a) la definición de un programa anual de cooperación científica y técnica entre los dos países;
- b) la revisión de los programas, actividades y operaciones incluyendo la preparación de un informe anual;
- c) el Comité Conjunto puede recomendar a los Gobiernos las modificaciones, aplazamientos, o finalizaciones de programas cuando se justifique, después de consultar a todas las Instituciones y Entidades interesadas.

Artículo VII

El programa anual de cooperación científica y técnica objeto de este Acuerdo será establecido a través de Canje de Notas entre el Ministerio de Asuntos

Exteriores y la Embajada de los Estados Unidos en Madrid, o a través de decisión formal del Consejo hispano-norteamericano, tomando como base las recomendaciones del Comité.

Artículo VIII

- a) La información científica y técnica de naturaleza no registrable resultante de la cooperación objeto de este Acuerdo, será suministrada a la Comunidad Científica Mundial a través de las vías acostumbradas y de acuerdo con los procedimientos normales.
- b) La disposición de cualquier patente, "know how" y otra propiedad susceptible de registro derivadas de las actividades de cooperación serán establecidos en los Acuerdos específicos a que se refiere el Artículo IV.

Artículo IX

Cada Gobierno facilitará de acuerdo con la Ley, la entrada y salida de equipos y materiales que deban ser utilizados en las actividades de cooperación objeto de este Acuerdo, así como los efectos personales del personal científico y técnico y de sus familias.

Artículo X

Nada en este Acuerdo impedirá o perjudicará la cooperación científica y tecnológica que se realice al margen de los términos de este Acuerdo por Instituciones de España o de los Estados Unidos o por nacionales de uno de los dos países con los nacionales del otro o de terceros.

Artículo XI

Las Instituciones, Organizaciones o Entidades de terceros países podrán participar en programas o actividades de cooperación con la aprobación conjunta de los Gobiernos del Estado Español y de los Estados Unidos.

Artículo XII

Los programas y actividades actualmente vigentes y establecidos por las autoridades competentes no se verán afectados por este Acuerdo, sin embargo, podrán ser incluidos en este Acuerdo cuando así lo decidan ambos Gobiernos.

Artículo XIII

En el campo de la energía, ambos Gobiernos consideran que la cooperación en la investigación y desarrollo de los aspectos de la energía nuclear y no nuclear y de la conservación de la energía es importante.

Para incrementar la cooperación en la investigación y desarrollo de la energía, ambos Gobiernos se esforzarán en mantenerse dentro del marco de cooperación del contexto de la Agencia Internacional de la Energía y asegurarán que en la mayor medida posible se mantengan los convenientes vínculos de investigación con esa Organización y sus países miembros.

Artículo XIV

En relación a la cooperación nuclear con fines pacíficos, los campos de interés para ambos países que recibirán pronta consideración en el desarrollo de los programas de cooperación y acuerdos institucionales incluirán: investigación de física fundamental, tecnología de reactores, seguridad y tratamiento de combustible, metrología radioactiva, contaminación y residuos radioactivos.

Artículo XV

La cooperación en la investigación de la energía solar y sus aplicaciones para usos domésticos, industriales y agrícolas es de interés para ambos países y recibirá consideración primordial en la preparación de los Acuerdos generales de cooperación y en el desarrollo de programas especiales dentro de estos Acuerdos.

Ambos Gobiernos prestarán atención asimismo a la cooperación sobre otras formas de energía.

Artículo XVI

En el campo de los problemas de medio ambiente y urbanísticos, ambos Gobiernos reconocen la utilidad de los programas anuales ya realizados y consideran deseable incrementar esta cooperación en cuanto sea posible, prestando especial atención a los siguientes aspectos:

- a) medición, reducción y donde sea posible, eliminación de la contaminación ambiental;
- b) conservación y protección de las reservas y áreas naturales incluyendo su fauna;

- c) planificación urbana y regional encaminada a la mejora de la calidad de la vida humana.

Artículo XVII

En el campo de la agricultura ambos Gobiernos reconocen la permanente importancia que la cooperación supone para los pueblos de cada uno de los dos países y del mundo y continuarán alentando de la forma más conveniente la cooperación en estos programas y actividades que puedan ser de mutuo interés. Estos pueden incluir, entre otros, investigación científica agrícola, niveles de sanidad agrícola, planes de formación profesional, intercambio de instructores e investigadores, intercambio de información para el progreso científico y técnico de la agricultura. En el desarrollo de los programas de cooperación se tendrán en cuenta los especiales problemas y prioridad de cada país.

Artículo XVIII

En el campo de los recursos naturales, ambos Gobiernos reconocen la importancia de la investigación para su identificación, conservación y uso eficaz y acuerdan desarrollar y ejecutar programas de cooperación en campos que serán definidos conjuntamente. Tales programas pueden incluir entre otros, intercambio de información, suministro de servicios de expertos, experiencias en trabajos especializados, desarrollo e intensificación de los vínculos entre las instituciones. En el desarrollo de la cooperación en recursos naturales se dará primordial atención a la oceanografía.

Artículo XIX

Este Acuerdo entrara en vigor y continuara vigente junto con el Tratado de Amistad y Cooperación entre España y los Estados Unidos.

HECHO en Madrid el día veinticuatro de enero de mil novecientos setenta y seis, en dos ejemplares, uno en inglés y otro en español, haciendo fe ambos textos.

POR LOS ESTADOS UNIDOS DE AMERICA



POR ESPAÑA

**ACUERDO COMPLEMENTARIO
SOBRE COOPERACION EN MATERIAS CULTURALES Y EDUCATIVAS**

(NUMERO 4)

Artículo I

Conscientes de la importancia de los logros culturales de ambos países y de lo deseable de un fortalecimiento de la tradicional amistad y entendimiento entre sus pueblos, España y los Estados Unidos extenderán su cooperación en los campos educativo, cultural y científico. A través del Comité Conjunto para Asuntos de la Educación y la Cultura tratarán de desarrollar programas para una cooperación más efectiva; llevarán a cabo los programas ya aprobados con esta finalidad; tratarán de resolver los problemas que puedan surgir y harán las recomendaciones que sean necesarias en relación con estos sectores. Su cooperación y decisiones en los terrenos de la educación, la cultura y la ciencia estarán sujetos a las normas legales de los dos países, incluida la aprobación anual de fondos.

Artículo II

El programa de intercambio entre España y los Estados Unidos en estos terrenos será ampliado, tanto en número como en alcance. Su expansión afectará a profesores, investigadores, científicos, humanistas y estudiantes y se extenderá a todas las ramas de la enseñanza, especialmente a las ciencias naturales y aplicadas, económicas y al idioma y a la cultura de los dos países. En el campo de las artes y las letras ambos Gobiernos patrocinarán visitas de autores y artistas y alentaran la divulgación recíproca de sus trabajos.

Artículo III

Los dos Gobiernos cooperarán en la expansión del sistema educativo español. Los Estados Unidos ayudarán a España en materia de investigación y desarrollo, y especialización de profesores y demás personal docente. Los Estados Unidos también proveerán con documentos, equipo y material a los laboratorios de investigación educativa y de enseñanza, así como a bibliotecas en la medida adecuada para las Universidades españolas y otros centros de enseñanza superior. Ambos Gobiernos promoverán el intercambio de material cultural.

Artículo IV

Ambos Gobiernos reconocen la importancia del programa Fulbright-Hays para la promoción de los intercambios educativos y culturales entre los dos países, a través de la Comisión de Intercambio Cultural entre España y los Estados Unidos de América. Ambos Gobiernos contribuirán regularmente a la financiación del programa Fulbright-Hays. La Comisión y el Comité Conjunto para Asuntos Educativos y Culturales cooperarán en la medida adecuada en sus campos respectivos para reforzar la eficacia de la acción de las dos partes.

Artículo V

Los dos Gobiernos consideran como asunto de interés especial el incrementar el conocimiento de sus lenguas respectivas, en los dos países mediante el fomento de las actividades por parte de las instituciones y organizaciones comprometidas en la enseñanza del español y en la divulgación de la cultura española en los Estados Unidos y, al mismo tiempo, las de las organizaciones e instituciones que en España desempeñan la misma función respecto a la lengua y a la cultura de los Estados Unidos.

Artículo VI

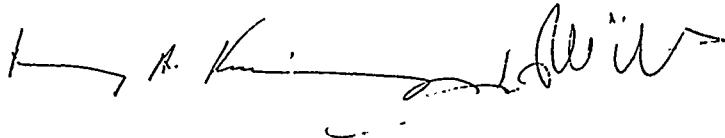
El programa anual de cooperación educativa y cultural objeto de este Acuerdo será establecido a través de Canje de Notas entre el Ministerio de Asuntos Exteriores y la Embajada de los Estados Unidos en Madrid, o a través de decisión formal del Consejo hispano-norteamericano, tomando como base las recomendaciones del Comité.

Artículo VII

Este Acuerdo entrará en vigor junto con el Tratado de Amistad y Cooperación entre los Estados Unidos y España y su vigencia será la de este último.

HECHO en Madrid el día veinticuatro de enero de mil novecientos setenta y seis, en dos ejemplares, uno en inglés y otro en español, haciendo fe ambos textos.

POR LOS ESTADOS UNIDOS DE AMERICA



POR ESPAÑA

ACUERDO COMPLEMENTARIO
ACERCA DE LA COORDINACION MILITAR BILATERAL

(NUMERO 5)

Artículo I

En Madrid se constituirá un Estado Mayor Combinado de Coordinación y Planeamiento para facilitar la coordinación entre las Fuerzas de España y de los Estados Unidos y otras Fuerzas dedicadas a la defensa del Atlántico Norte.

El Estado Mayor Combinado actuará dentro del marco general del Consejo Hispano-Norteamericano ateniéndose a sus directrices a través del Comité Militar Conjunto. El Consejo se mantendrá informado de los trabajos que realice el Estado Mayor Combinado incluso de todos los ejercicios conjuntos propuestos y de otras actividades. El Estado Mayor Combinado no ejercerá ninguna función de mando de Fuerzas.

Artículo II

La misión de este Estado Mayor Combinado será la elaboración de planes que estén en armonía con los arreglos de seguridad existentes en el área del Atlántico Norte, relativos a las acciones que pudieran llevarse a cabo en un área geográfica de interés común, definida en el Artículo III, en el supuesto de un ataque contra España o los Estados Unidos en el contexto de un ataque general contra Occidente.

Dichas actividades se desarrollarán teniendo en cuenta las exigencias de las normas constitucionales españolas y americanas que deberán respetarse antes de que pueda llevarse a la práctica cualquier plan o acción.

Se harán los máximos esfuerzos para que las actividades del Estado Mayor Combinado sirvan para complementar y fortalecer la defensa del Occidente en su conjunto. El Estado Mayor Combinado será el vehículo para proporcionar a las Fuerzas Armadas españolas la doctrina e información de los Estados Unidos precisas para conseguir la debida coordinación estratégica, táctica y logística, dentro de la zona de interés común.

Artículo III

La zona geográfica de interés común se define como sigue:

- a) España incluyendo el espacio aéreo adyacente;
- b) Zona Atlántica:
 1. Límite septentrional: el paralelo de 48° N. hasta el continente europeo.
 2. Límite occidental: desde la intersección del paralelo de 48° N. y el meridiano de 23° W hacia el Sur hasta el paralelo de 23° N.
 3. Límite meridional: el paralelo de 23° N. hacia Oriente desde el meridiano de 23° W hasta las aguas costeras del litoral africano.
 4. Límite oriental: hacia el norte a lo largo de la costa africana hasta el Estrecho de Gibraltar y de ahí hacia el norte a lo largo de la costa de Europa hasta el paralelo de 48° N.
- c) Zona Mediterránea: desde el Estrecho de Gibraltar hasta el meridiano 7° E.
- d) La zona geográfica de interés común excluye el territorio de terceros países y sus aguas territoriales.

Artículo IV

La organización del Estado Mayor Combinado será establecida por las Juntas de Jefes de Estado Mayor americana y española, con la aprobación de las respectivas autoridades nacionales.

Al frente del Estado Mayor Combinado habrá dos Jefes de ambas naciones al mismo nivel y de categoría de Oficial General. Las cuestiones administrativas se establecerán de mutuo acuerdo. Militarmente el Estado Mayor Combinado será responsable ante las Juntas de Jefes de Estado Mayor norteamericana y española a través del Comité Militar Conjunto.

Artículo V

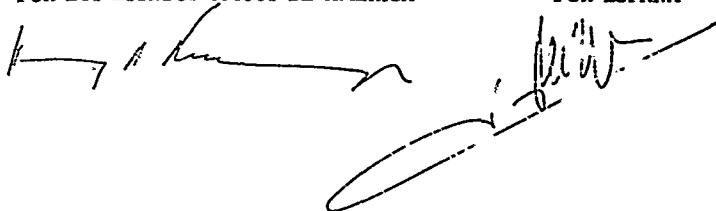
Se destinarán oficiales de enlace españoles a los Cuarteles Generales que se convenga.

Artículo VI

Este acuerdo entrará en vigor y se mantendrá vigente junto con el Tratado de Amistad y Cooperación entre España y los Estados Unidos de América.

HECHO en Madrid el dia veinticuatro de enero de mil novecientos setenta y seis, en dos ejemplares, uno en inglés y otro en español, haciendo fe ambos textos.

POR LOS ESTADOS UNIDOS DE AMERICA



POR ESPAÑA

ACUERDO COMPLEMENTARIO
SOBRE FACILIDADES
(NUMERO 6)

Artículo I

De Acuerdo con el Artículo V del Tratado de Amistad y Cooperación y como contribución al esfuerzo defensivo occidental, el Gobierno de España concede a los Estados Unidos de América el derecho de utilizar y mantener, para fines militares, facilidades en o relacionadas con las bases e instalaciones militares españolas relacionadas en este Acuerdo y su Anexo.

Las facilidades antes mencionadas incluyen las localizadas en la Base Naval de Rota, en las Bases Aéreas de Torrejón y Zaragoza, en el Polígono de Tiro de las Bardenas Reales y en la Base Aérea de Morón que permanecerá en situación de reserva.

El Ala Estratégica 98 de aviones cisterna abandonará España, sin embargo, un destacamento de un máximo de cinco (5) aviones cisterna podrá establecerse y utilizar la Base Aérea de Zaragoza.

El Escuadrón de submarinos nucleares comenzará una retirada escalonada de Rota a partir del 1º de Enero de 1979 y esta retirada finalizará antes del 1º de Julio de 1979.

Las facilidades que se conceden dentro de cada base o instalación militar española o relacionadas con ellas tales como terrenos, edificios, y otras instalaciones importantes de carácter permanente para ser utilizadas por las fuerzas de los Estados Unidos quedarán relacionadas en un inventario acordado y mantenido por ambas Partes que indicará la finalidad de las mismas. Las Partes acordarán y mantendrán también una lista con la identificación y niveles de fuerzas generales de las unidades militares de los Estados Unidos estacionadas en España para el uso y mantenimiento de estas facilidades.

Las Fuerzas Armadas de los Estados Unidos podrán abastecerse del oleoducto Cádiz-Zaragoza en las condiciones que se determinen.

Los Estados Unidos no almacenarán en suelo español armas nucleares ni sus componentes nucleares.

Artículo II

El uso y conservación de las facilidades autorizadas por el Artículo I de este Acuerdo y el Estatuto de las Fuerzas de los Estados Unidos en España, así como la utilización del espacio aéreo español serán regulados por los términos explícitos y por las condiciones técnicas contenidas en los acuerdos estipulados por los

dos Gobiernos.

Artículo III

En caso de amenaza o ataque exteriores contra la seguridad de Occidente, el momento y el modo de utilización por los Estados Unidos de las facilidades a que se refiere este Acuerdo Complementario para hacer frente a tal amenaza o ataque serán objeto de consultas urgentes entre ambos Gobiernos y resueltos mediante acuerdo mutuo en vista de la situación creada. Tales consultas urgentes se realizarán en Consejo Hispano-Norteamericano, sin embargo, cuando la inminencia del peligro lo exija, ambos Gobiernos establecerán contacto directo para adoptar conjuntamente la resolución que proceda. Cada Gobierno se reserva, no obstante, el derecho inherente de legítima defensa.

Artículo IV

A través del Comité Conjunto para Asuntos Político-Militares Administrativos, las partes tratarán de asegurar la necesaria coordinación entre ambos Gobiernos así como de resolver los problemas que pudieran surgir con motivo de la aplicación de este Acuerdo Complementario.

La organización y funcionamiento del Comité serán desarrollados con vista a tratar de modo eficaz y expeditivo los problemas que pudieran suscitarse; para facilitar el contacto directo conveniente a estos fines entre funcionarios civiles y militares de ambas partes; y, finalmente, para fomentar la máxima cooperación en todos los asuntos de mutuo interés.

Con anterioridad a la expiración del Tratado y con una antelación no inferior a tres meses, el Comité Conjunto para Asuntos Político-Militares Administrativos estudiará las modalidades y calendario relativos a la aplicación del Artículo VIII del Tratado, en previsión de que no entre en vigor la prórroga que establece el Artículo VII del mismo.

Artículo V

Este Acuerdo entrará en vigor junto con el Tratado de Amistad y Cooperación y continuará estando en adelante de acuerdo con el Artículo VIII del mismo.

HECHO en Madrid el dia veinticuatro de enero de mil novecientos setenta y seis, en dos ejemplares, uno en inglés y otro en español, haciendo fe ambos textos.

POR LOS ESTADOS UNIDOS DE AMERICA

POR ESPAÑA

ANEJO AL ARTICULO I DEL ACUERDO
COMPLEMENTARIO SOBRE FACILIDADES.

A las facilidades relacionadas en el Artículo I, hay que agregar además, facilidades menores situadas fuera de las principales instalaciones españolas mencionadas en dicho Artículo. Estas facilidades son:

- Anejo del sistema de aguas del Jarama.
- Estación meteorológica de Sonseca.
- Baliza exterior del ILS de Torrejón.
- Anejo del radiosaró de Zaragoza
- Estación de comunicaciones troposféricas y anejos para alojamiento de Soller.
- Estación de comunicaciones troposféricas de Humosa.
- Estación de comunicaciones troposféricas y estación transmisora de Guardamar del Segura.
- Estación de Comunicaciones troposféricas de Hinoges.
- Estación de Comunicaciones troposféricas de Menorca.
- Estación de Comunicaciones navales de Morón.
- Estación LORAN de Estaca de Vares.
- Relé de Comunicaciones de Estaca de Vares.
- Estación LORAN de Estarit (Gerona)
- Almacenamiento de municiones y petróleo de Cartagena.
- Almacenamiento de petróleo de El Ferrol.
- Almacenamiento de petróleo de Loches.
- Almacenamiento de petróleo de Mucla.
- Almacenamiento de petróleo de El Arahal.



ACUERDO COMPLEMENTARIO
SOBRE COOPERACION EN ASUNTOS DE MATERIAL PARA LAS FUERZAS ARMADAS
(NUMERO 7)

Artículo I

El Gobierno de los Estados Unidos proveerá las garantías de pago necesarias, de acuerdo con su programa de ventas militares al exterior a fin de facilitar la concesión de préstamos al Gobierno español por las instituciones de crédito adecuadas al efecto de financiar la compra por el Gobierno de España de material y servicios de defensa, en cumplimiento del presente Tratado de Amistad y Cooperación. El volumen total de los préstamos garantizados por el Gobierno de los Estados Unidos de acuerdo con este Artículo totalizará 120 millones de dólares para cada uno de los cinco años durante los cuales el presente Tratado permanecerá en vigor.

Artículo II

1. El Gobierno de los Estados Unidos proporcionará al Gobierno de España material de defensa en calidad de donación por un valor total de 75 millones de dólares durante la totalidad del plazo en que el presente Tratado permanecerá en vigor.
2. Adicionalmente, el Gobierno de los Estados Unidos continuará proporcionando en calidad de donación, instrucción para el personal de las Fuerzas Armadas de España, cuyo valor será de dos millones de dólares durante cada uno de los cinco años de vigencia del Tratado.
3. El valor del material de defensa suministrado al amparo de este Artículo se calculará de la manera más favorable para el Gobierno de España, sujeto a las leyes y regulaciones vigentes en los Estados Unidos.

Artículo III

Todo el material y servicios de defensa facilitados al Gobierno de España, de acuerdo con el presente Acuerdo serán suministrados sujetándose a los términos y condiciones establecidos en el Artículo I del Convenio relativo a la Ayuda para la Mutua Defensa de 26 de septiembre de 1953 entre los dos Gobiernos, excepto el párrafo 3º del Artículo I de dicho Acuerdo que no se aplicará a los servicios y material de defensa comprados por el Gobierno de España en el marco de este Acuerdo.

Además de dichos términos y condiciones, el Gobierno de España está de acuerdo en que las cantidades netas procedentes de la venta de toda clase de armas, sistemas de armas, municiones, aviones y navíos de guerra, o cualquier otro elemento bélico, incluida la chatarra procedente de los mismos que hayan sido proporcionados en calidad de donación por el Gobierno de los Estados Unidos serán pagadas al Gobierno de los Estados Unidos y quedarán disponibles para el pago de los costos oficiales del Gobierno de los Estados Unidos pagaderos en moneda española, incluidos todos los costos relativos a la financiación de las actividades de intercambio internacional educativo y cultural en el que participa el Gobierno de España.

Los elementos y servicios de defensa serán facilitados con arreglo a este Tratado solamente para legítima defensa o para participar en medidas colectivas de acuerdo con la Carta de las Naciones Unidas o en medidas solicitadas por las Naciones Unidas con el propósito de mantener o restaurar la paz y la seguridad internacionales.

Artículo IV

El Gobierno de los Estados Unidos concederá alta prioridad al Gobierno de España en la entrega del material que se acuerde, garantizando el apoyo logístico de dicho material preciso durante la vigencia del Tratado.

Artículo V

El Gobierno de los Estados Unidos está de acuerdo en esforzarse al máximo para facilitar la adquisición por el Gobierno de España de cuatro Escuadrones completos (de 18 aviones cada uno), de aviones de caza ligeros F-16 u otros de características similares.

Artículo VI

El Gobierno de los Estados Unidos está de acuerdo en contribuir a la modernización, semiautomatización y mantenimiento de la actual Red de Alerta y Control utilizada por las Fuerzas Aéreas de los Estados Unidos en España en una cantidad que no exceda de 50 millones de dólares. Los detalles de tales mejoras, mantenimiento y participación en los costos, serán establecidos en un Anexo de Procedimiento.

Artículo VII

Respecto a la realización de nuevos proyectos de utilización conjunta aprobados por las Fuerzas Armadas de ambos países, como es el caso recogido en el Artículo anterior, ambos Gobiernos determinarán de mutuo acuerdo los porcentajes respectivos de participación en dichos proyectos con cargo a los presupuestos de defensa de cada uno de los dos países.

Artículo VIII

El Gobierno de los Estados Unidos ofrecerá al de España para su venta a un precio favorable de acuerdo con las leyes aplicables, navíos de los siguientes tipos y números: 4 dragaminas oceánicas MSO y 1 dragamina nodriza ARL.

Artículo IX

El Gobierno de los Estados Unidos se manifiesta de acuerdo en acoger con prontitud las proposiciones para la transferencia al Gobierno de España de los datos técnicos, del equipo y materiales necesarios para la producción en España de elementos de defensa determinados. En cada caso, dicha producción quedará sujeta al acuerdo específico entre ambos Gobiernos.

Artículo X

1.- El Gobierno de los Estados Unidos pondrá a disposición del Gobierno español en concepto de arrendamiento, 42 aviones F-4E procedentes del inventario de la Fuerza Aérea de los Estados Unidos; su entrega se efectuará en las fechas que se acuerden.

2.- El Gobierno español abonará al de los Estados Unidos la cantidad convenida por el alquiler de estos aviones. El alquiler puede ser rescindido por el Gobierno español antes de la expiración del arrendamiento, dando una notificación previa de un año al Gobierno de los Estados Unidos. El arrendamiento puede ser prorrogado por el Gobierno español más allá del término del arrendamiento, mediante una cantidad a convenir, hasta que queden disponibles para su entrega a España un número equivalente de aviones F-16, en consonancia con el Artículo IV anterior.

3.- El Gobierno de España venderá al Gobierno de los Estados Unidos 34 aviones F-4C, así como el equipo y accesorios de apoyo peculiares para estos aviones, por una cantidad a convenir. La entrega de los aviones F-4C al Gobierno de los Estados Unidos se simultáneará con la entrega de los aviones F-4E al Gobierno español.

El Gobierno de los Estados Unidos acuerda vender al Gobierno español los repuestos y equipo de apoyo necesarios para el mantenimiento de los aviones F-4E hasta la terminación del arrendamiento.

Artículo XI

Queda expresamente acordado por ambos Gobiernos que los compromisos del Gobierno de los Estados Unidos incluidos en este Acuerdo serán llevados a la práctica de acuerdo con los preceptos aplicables de las Leyes norteamericanas y quedarán sujetos a las asignaciones de los fondos necesarios por el Congreso de los Estados Unidos.

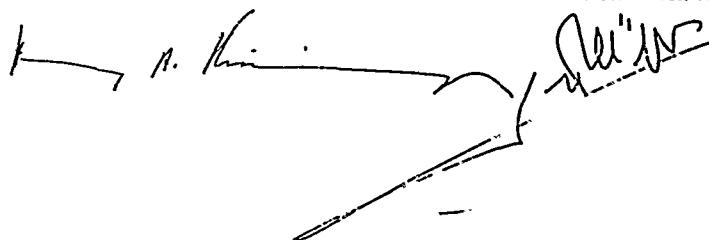
Los compromisos aceptados por el Gobierno de España en el marco de este Acuerdo serán llevados a la práctica de acuerdo con los preceptos aplicables de las Leyes españolas.

Artículo XII

Este Acuerdo entrará en vigor y continuará vigente junto con el Tratado de Amistad y Cooperación entre España y los Estados Unidos.

HECHO en Madrid el día veinticuatro de enero de mil novecientos setenta y seis, en dos ejemplares, uno en inglés y otro en español, haciendo fe ambos textos.

POR LOS ESTADOS UNIDOS DE AMERICA



A handwritten signature consisting of a stylized 'A' followed by 'Kline' in cursive script, with a horizontal line extending from the end of the signature towards the right.

POR ESPAÑA



A handwritten signature consisting of 'M. J.' above 'NC' in a stylized, cursive font.

[EXCHANGES OF NOTES]

No. 67

MADRID, January 24, 1976.

EXCELLENCY:

I have the honor to refer to the recent discussions between the Government of Spain and the Government of the United States of America relating to United States military facilities in Spain, and to assure you that the Government of the United States of America will settle damage claims resulting from nuclear incidents pursuant to the following.

The United States Congress has enacted Public Law 93-513,^[1] a copy of which is enclosed, which provides that the United States will settle claims for bodily injury, death or damage to or loss of real or personal property proven to have resulted from a nuclear incident involving the nuclear reactor of a United States nuclear-powered warship on the basis of absolute liability. As of December 6, 1974, the provisions of this legislation are in effect for all United States nuclear-powered warships entering Spanish as well as all other foreign ports. A discussion of the purpose of this legislation is contained in the October 16, 1974, report by the Joint Congressional Committee on Atomic Energy,^[2] a copy of which is also enclosed.

While the foregoing law applies only to claims arising from nuclear incidents involving the nuclear reactor of a United States nuclear-powered warship, the Government of the United States of America gives its further assurances that it will endeavor, should the need arise, to seek legislative authority to settle in a similar manner claims for bodily injury, death or damages to or loss of real or personal property proven to have resulted from a nuclear incident involving any other United States nuclear component giving rise to such claims within Spanish territory.

Additionally, I am pleased to note that in any situation described above, the Spanish Government could use the provisions of Article XXVII of the Agreement in Implementation and that the United States would be prepared to waive the provisions of Article XXV of that Agreement.

Accept, Excellency, the assurances of my highest consideration.

Enclosure:
Public Law 93-513.

ROBERT J. McCLOSKEY
Ambassador-at-Large

His Excellency
José María de Areilza y Martínez-Rodas,
Minister of Foreign Affairs of Spain.

¹ 88 Stat. 1610; 42 U.S.C. 2211.

² House Report 93-1467.

MINISTERIO
DE
ASUNTOS EXTERIORES

MADRID, 24 de enero de 1976

SEÑOR EMBAJADOR:

Tengo la honra de acusar recibo de su Nota de fecha de hoy, que traducida al español, dice lo siguiente:

"SEÑOR MINISTRO. Tengo la honra de referirme a las discusiones que han tenido lugar recientemente entre los Gobiernos de España y de los Estados Unidos en relación con las facilidades militares norteamericanas en España y, de asegurarle que el Gobierno de los Estados Unidos de América resolverá las reclamaciones por daños resultantes de incidentes nucleares, de acuerdo con lo siguiente: El Congreso de los Estados Unidos ha promulgado la Ley 93-543, ['] cuya copia se adjunta, en la que se establece que los Estados Unidos se harán cargo de las reclamaciones derivadas de daños personales, muerte, daños o pérdidas de propiedades muebles o inmuebles, una vez que ha sido probado que resultan de un incidente nuclear producido por el reactor de un buque de guerra de los Estados Unidos de propulsión nuclear, sobre la base de una responsabilidad absoluta. Desde el 6 de diciembre de 1974 las disposiciones de esta Legislación están en vigor para todos los buques de guerra de los Estados Unidos de propulsión nuclear que entren en España, así como en cualquier otro puerto extranjero. Un estudio hecho por el Comité Conjunto del Congreso para Energía Atómica, de 16 de octubre de 1974, cuya copia también se adjunta, contiene una discusión sobre el alcance de esta Legislación. Aunque la mencionada Ley se refiere sólamente a las reclamaciones derivadas de incidentes nucleares producidos por un reactor de un buque de guerra de los Estados Unidos, de propulsión nuclear, el Gobierno de los Estados Unidos de América da seguridades adicionales de tratar se es necesario, de conseguir de la autoridad legislativa, el poder resolver de una manera similar, las reclamaciones por daños personales, muerte, daños o pérdidas de propiedades muebles o inmuebles, una vez que se pruebe que resultan de un incidente nuclear producido por cualquier otro componente nuclear perteneciente a los Estados Unidos, que haya dado lugar a tales reclamaciones dentro del territorio español.

Igualmente, tengo la honra de hacer notar a V. E. que en las situaciones descritas el Gobierno español puede hacer uso de las previsiones del Artículo XXVII del Acuerdo de Desarrollo y que los Estados Unidos estarían dispuestos a renunciar a las previsiones del Artículo XXV de dicho Acuerdo."

¹ Should read: "93-513"

Tengo la honra de informarle que el Gobierno español acepta lo que indica V E. en su Nota, acoge con satisfacción su contenido y confía en una amplia aplicación de lo dispuesto en la misma.

Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración.

J AREILZA

Excelentísimo Señor

ROBERT McCLOSKEY

*Embajador de los Estados Unidos de América
Washington, D.C.*

Translation

MINISTRY OF FOREIGN AFFAIRS

MADRID, January 24, 1976

MR. AMBASSADOR.

I have the honor to acknowledge receipt of your note dated today, which translated into Spanish reads as follows:

[For the English language text, see p. 3072.]

I have the honor to inform you that the Spanish Government accepts with satisfaction the contents of Your Excellency's note and trusts in a broad application of its provisions.

Accept, Mr. Ambassador, the assurances of my highest consideration.

J AREILZA

His Excellency

ROBERT McCLOSKEY,

Ambassador of the

*United States of America,
Washington, D.C.*

No. 68

MADRID, January 24, 1976.

EXCELLENCY.

I have the honor to refer to the Treaty of Friendship and Cooperation of this date and other related agreements between our two Governments and specifically to the operating rights granted to the United States Forces thereunder.

It is the understanding of my Government that, in addition to those operating rights set forth in that Treaty and related agree-

TIAS 8360

ments, the air and naval bases provided for by the Treaty may be utilized for flights by aircraft of the land, sea or air armed forces of the United States, as well as by other United States aircraft chartered wholly by such forces in transit through Spain enroute to other destinations. Appropriate arrangements will be made to ensure that persons who enter or leave Spanish territory in such aircraft, who are not otherwise duly authorized, meet requirements for Spanish passport and customs control. Upon giving the required notice, aircraft of or chartered wholly by those forces may overfly Spanish territory, in accordance with applicable Spanish air traffic regulations.

If your Government concurs in the foregoing, I have the honor to propose that this note and Your Excellency's note in reply to that effect shall constitute an agreement between our two Governments on this matter.

Accept, Excellency, the assurances of my highest consideration.

ROBERT J. McCLOSKEY

Ambassador-at-Large

His Excellency

D JUAN JOSÉ ROVIRA Y SÁNCHEZ HERRERO,
Ambassador of Spain,
Ministry of Foreign Affairs,
Madrid.

MINISTERIO
DE
ASUNTOS EXTERIORES

SEÑOR EMBAJADOR:

MADRID, 25 de enero de 1976

Tengo la honra de referirme a la Nota de Vuestra Excelencia de fecha de hoy, cuyo texto, traducido al español es el siguiente:

"SEÑOR EMBAJADOR: Tengo el honor de referirme al Tratado de Amistad y Cooperación de esta fecha y a los otros Acuerdos que se refieren a él, entre nuestros dos Gobiernos y, específicamente, a los derechos de utilización que en ellos se garantizan a las fuerzas de los Estados Unidos. El Gobierno entiende que además de estos derechos de utilización que se exponen más adelante en este Tratado y en los Acuerdos a él relativos, las Bases Aéreas y Navales previstas en este Tratado pueden ser utilizadas por los aviones de las fuerzas terrestres, marítimas o aéreas de los Estados Unidos, así como por otros aviones de los Estados Unidos fletados totalmente por tales fuerzas, en tránsito a través de España hacia otros puntos de destino. Se establecerán las oportunas disposiciones para que las personas que entreno salgan de territorio español en dichos aviones y que no estén debidamente autorizadas se sometan a las previsiones

legales españolas en materia de control aduanero y de pasaportes. Tras la requerida notificación, los aviones pertenecientes o fletados totalmente por las mencionadas fuerzas, pueden sobrevolar el territorio español, de acuerdo con la regulación española aplicable al tráfico aéreo.

Si su Gobierno coincide en lo aquí expuesto, tengo el honor de proponer que esta Nota y la contestación de V.E. constituya, a estos efectos un acuerdo entre nuestros dos Gobiernos en relación con esta materia. Ruego a V.E. acepte el testimonio de mi más alta consideración."

Deseo manifestar a V.E. que el Gobierno de España expresa su conformidad con que la Nota de V.E., juntamente con esta contestación, constituyan un acuerdo entre nuestros dos Gobiernos.

Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración.

JUAN ROVIRA S

Excelentísimo Señor

ROBERT McCLOSKEY

*Ambassador of the United States of America
Washington, D.C.*

Translation

MINISTRY OF FOREIGN AFFAIRS

MADRID, January 24, 1976

MR. AMBASSADOR.

I have the honor to refer to Your Excellency's note dated today, which translated into Spanish reads as follows:

[For the English language text, see pp. 3074-3075.]

I wish to inform Your Excellency that the Government of Spain expresses its agreement that your note, together with this reply, shall constitute an agreement between our two Governments.

Accept, Excellency, the assurances of my highest consideration.

JUAN ROVIRA S

His Excellency

ROBERT McCLOSKEY,

*Ambassador of the
United States of America,
Washington, D.C.*

No. 69

MADRID, January 24, 1976.

EXCELLENCY.

I have the honor to refer to the Treaty of Friendship and Cooperation and the Agreement in Implementation, and to note that full consideration of Procedural Annexes XI and XII to the Agreement in Implementation of Chapter VIII of the Agreement of Friendship and Cooperation of August 6, 1970, [1] was not possible. No new texts were drafted to replace them. Accordingly, I propose that those annexes remain in force until new annexes are developed.

In this connection, I have the honor to propose that the Mixed Technical Commission established by Procedural Annex XI be given the task of proposing the plans necessary for the possible eventual transfer of responsibility to the Spanish Government for the operation and maintenance of all or part of the petroleum products pipeline and associated storage facilities at present operated by United States forces, with a view to developing new procedural annexes XI and XII, and if appropriate, to transferring facilities which may be affected. Another Commission which may include the members of the one mentioned above will be formed to study plans for a possible transfer of naval fuel storage tanks at Rota, Cartagena and Ferrol.

My Government agrees to eliminate any administrative charges referred to in Procedural Annex XII, Paragraph 3, as of January 1, 1976, pending conclusion of new procedural annexes.

The reduction or elimination of similar charges referred to in Procedural Annex XII, Paragraph 8, will be the subject of prompt consultation.

If your Government concurs in the foregoing, I have the honor to propose that this note and Your Excellency's reply to that effect shall constitute an agreement between our two Governments on this matter.

Accept, Excellency, the assurances of my highest consideration.

ROBERT J. McCLOSKEY

Ambassador-at-Large

His Excellency

D JUAN JOSÉ ROVIRA Y SÁNCHEZ HERRERO,
Ambassador of Spain,
Ministry of Foreign Affairs,
Madrid.

¹ TIAS 6924, 6977; 21 UST 1677, 2259, 2356, 2365.

MINISTERIO
DE
ASUNTOS EXTERIORES

MADRID, 24 de enero de 1976

SEÑOR EMBAJADOR:

Tengo la honra de referirme a la Nota de Vuestra Excelencia de fecha de hoy, cuyo texto, traducido al español, es el siguiente:

"Señor Embajador: Tengo el honor de referirme al Tratado de Amistad y Cooperación y al Acuerdo de Desarrollo del mismo, así como hacer constar que no fue posible tener en cuenta en todo su alcance los Anejos de Procedimiento Números XI y XII en relación con el Acuerdo de Desarrollo del Capítulo VIII del Acuerdo de Amistad y Cooperación de 6 de agosto de 1970. No se redactaron nuevos textos para reemplazarlos. En consecuencia, propongo que estos Anejos continúen en vigor hasta que se redacten unos nuevos.

En este sentido tengo el honor de proponer que la Comisión Técnica Mixta establecida por el Anejo de Procedimiento Número XI tenga como misión el proponer los planes necesarios para una posible transferencia de responsabilidad al Gobierno español de operación y mantenimiento, total o parcial del oleoducto y de las correspondientes facilidades de almacenamiento, actualmente operadas por las fuerzas de los Estados Unidos con el propósito de desarrollar nuevos Anejos de Procedimiento XI y XII y se efectuarían en su caso las transferencias de facilidades que resultaran afectadas. Para estudiar los proyectos de una eventual transferencia de los depósitos de combustible naval en Rota, Cartagena y Ferrol se designará otra Comisión, en la que podrán estar integrados los componentes de la anterior.

Mi Gobierno está de acuerdo en suprimir todo cargo en concepto de administración a que se refiere el párrafo 3 del Anejo de Procedimiento XII a partir del 1º de enero de 1976 pendiente de la conclusión de los nuevos Anejos de Procedimiento.

La reducción o eliminación a cargas análogas a que se refiere el párrafo 8 del Anejo de Procedimiento XII será objeto de consultas inmediatas.

Si su Gobierno está de acuerdo en lo anteriormente expuesto, tengo el honor de proponer que esta Nota y la contestación de V.E. constituya un Acuerdo entre nuestros dos Gobiernos sobre esta materia.

Acepte el testimonio de mi más alta consideración."

Deseo manifestar a V.E. que el Gobierno de España expresa su conformidad con que la Nota de V.E., juntamente con esta contestación, constituyan un Acuerdo entre nuestros dos Gobiernos.

Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración.

JUAN ROVIRA S

Excelentísimo Señor

ROBERT McCLOSKEY

Embajador de los Estados Unidos de América

Washington, D.C.

Translation

MINISTRY OF FOREIGN AFFAIRS

MADRID, January 24, 1976

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note dated today, which translated into Spanish reads as follows:

[For the English language text, see p. 3077.]

I wish to state to Your Excellency that the Government of Spain expresses its agreement that your note, together with this reply, shall constitute an agreement between our two Governments.

Accept, Mr. Ambassador, the assurances of my highest consideration.

JUAN ROVIRA S

His Excellency

ROBERT McCLOSKEY,

Ambassador of the

United States of America,

Washington, D.C.

No. 70

MADRID, January 24, 1976

EXCELLENCY:

I have the honor to refer to Supplementary Agreement Number Three on Scientific and Technological Cooperation signed today To begin the fulfillment of the provisions of said Supplementary Agreement, and to facilitate cooperation between the United States and Spain in scientific research and technological development, I have the honor to inform your Excellency of the following:

1) The Government of the United States will provide each year, as a grant, the sum of \$4,600,000, which represents over the five year duration of the aforementioned Supplementary Agreement a total grant of \$23,000,000 to carry out the annual programs which, in accordance with paragraph a of Article V, will be made up of groups of specific projects.

2) In addition, it is agreed that the Joint Committee on Scientific and Technological Cooperation will be charged with bringing together United States and Spanish experts to develop the special programs mentioned in paragraph b of Article V of the said Supplementary Agreement, including in this effort the investigation of possible sources of financing, both public and private.

3) In view of the interest of the Spanish Government in rapid implementation of the provisions of Article XV with the establishment of a Solar Energy Center located in Spanish territory, it also is agreed that the two Governments will charge the Joint Committee on Scientific and Technological Cooperation with presenting, within two months from the entry into force of the said Supplementary Agreement, a plan for carrying out appropriate studies necessary for the eventual creation of the Center, United States experts who may come to Spain to make such studies will receive all the assistance necessary from the Government of Spain so that they may carry out their tasks in the fullest collaboration with the experts whom the Spanish Government may designate.

If the foregoing is acceptable to the Government of Spain, I have the honor to propose that this note and Your Excellency's note in reply indicating concurrence shall constitute an Agreement between our two Governments on this matter.

Accept, Excellency, my renewed assurances of highest consideration.

ROBERT J. McCLOSKEY

Ambassador-at-Large

His Excellency,
D JUAN JOSÉ ROVIRA Y SÁNCHEZ HERRERO,
Ambassador of Spain,
Ministry of Foreign Affairs,
Madrid.

MINISTERIO
DE
ASUNTOS EXTERIORES

MADRID, 24 de enero de 1976

SEÑOR EMBAJADOR:

Tengo la honra de acusar recibo de su carta de fecha de hoy que, traducida al español, dice lo siguiente:

“SEÑOR EMBAJADOR: Tengo la honra de referirme al Acuerdo Complementario Número 3 sobre Cooperación Científica y Tecnológica, firmado con fecha de hoy Para comenzar el cumplimiento de lo dispuesto en dicho Acuerdo y para facilitar la cooperación entre España y los Estados Unidos en la investigación científica y en el desarrollo tecnológico, tengo la honra de informar a V.E. lo siguiente: El Gobierno de los Estados Unidos facilitará cada año, como donación, la cantidad de 4.600.000 dólares, lo cual representa para el período de cinco años de duración del mencionado Acuerdo Complementario una donación total de 23 millones de dólares, para llevar a cabo los programas anuales que, de conformidad con el Artículo V, párrafo a) del Acuerdo, estarán compuestos por grupos de proyectos específicos.

Además, se acuerda que el Comité Conjunto de Cooperación Científica y Tecnológica se encargará de poner en contacto a los expertos españoles y estadounidenses para promover los programas especiales mencionados en el Artículo V párrafo b) del citado Acuerdo Complementario, incluyendo en esta tarea la búsqueda de las posibles fuentes de financiación, tanto públicas como privadas. Visto el interés del Gobierno español en una rápida aplicación de lo previsto en el Artículo XV con el establecimiento de un Centro de Energía Solar, sito en territorio español, se acuerda también que los dos Gobiernos encargarán al Comité Conjunto de Cooperación Científica y Tecnológica que en el plazo de dos meses a partir de la fecha de la entrada en vigor de dicho Acuerdo Complementario presente un plan para llevar a cabo los estudios apropiados y necesarios para la eventual creación del Centro. Los expertos estadounidenses que vengan a España para esos estudios, recibirán toda la ayuda necesaria del Gobierno español a fin de que lleven a cabo su tarea en plena colaboración con los expertos que designe el Gobierno español. Le ruego, Señor Embajador, acepte el testimonio de mi más alta consideración.”

Tengo la honra de informarle que el Gobierno español acepta lo que indica V.E. en su carta, acoge con satisfacción su contenido y confía en una amplia aplicación de lo dispuesto en la misma.

Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración.

JUAN ROVIRA S

Excelentísimo Señor

ROBERT McCLOSKEY

*Embajador de los Estados Unidos de América
Washington, D.C.*

Translation

MINISTRY OF FOREIGN AFFAIRS

MADRID, January 24, 1976

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your note of today, which translated into Spanish reads as follows:

[For the English language text, see pp. 3079-3080.]

I have the honor to inform you that the Spanish Government accepts with satisfaction the contents of Your Excellency's note, and trusts in a broad application of its provisions.

Accept, Mr. Ambassador, the assurances of my highest consideration.

JUAN ROVIRA S

His Excellency

ROBERT McCLOSKEY,

Ambassador of the

*United States of America,
Washington, D.C.*

MINISTERIO
DE
ASUNTOS EXTERIORES

MADRID, 24 de enero de 1976

SEÑOR EMBAJADOR:

En relación con los compromisos adquiridos por el Gobierno español en el Artículo I del Acuerdo Complementario Número 6 del Tratado de Amistad y Cooperación suscrito en esta misma fecha, tengo la honra de comunicarle que las facilidades de propiedad española y situadas en España que mi Gobierno autoriza sean utilizadas por las

Fuerzas Armadas de los Estados Unidos para los fines indicados en el Artículo 5º de dicho Tratado son las que a continuación se detallan.

EN LA BASE AEREA ESPAÑOLA DE TORREJON

Facilidades situadas en el interior de la Base

Facilidades necesarias para las operaciones, administración, mantenimiento, comunicaciones, almacenamiento de material, almacenamiento de material de repuestos de reserva de guerra, y otras facilidades de almacenamiento y servicios de apoyo para un ala, táctica de caza, aviones para servicios administrativos, un cuartel general para una fuerza aérea determinada, un cuartel general regional de comunicaciones, un terminal de transporte aéreo militar y servicios en situación de reserva, en la forma que quedó establecido en el Canje de Notas de 6 de Agosto 1970.

EN LA BASE AEREA ESPAÑOLA DE ZARAGOZA

Facilidades situadas en el interior de la Base

Facilidades situadas en la Base, necesarias para las operaciones, administración, mantenimiento, comunicaciones almacenamiento de material de repuesto de reserva de guerra, y otras facilidades de almacenamiento y servicios de apoyo necesarios para un grupo de entrenamiento de caza táctica, destacamentos de entrenamiento de armas (con un máximo que sea equivalente a un ala), un destacamento de aviones cisterna, aviones para servicios administrativos, almacenamiento de material de apoyo logístico (Hervest Eagle) y los servicios necesarios en situación de reserva en la forma que quedó establecido en el Canje de Notas de 6 de agosto 1970

EN LA BASE AEREA ESPAÑOLA DE MORON

Facilidades situadas en el interior de la Base

Facilidades situadas en la Base (mantenidas en régimen de entretenimiento modificado—"caretaker status"—), necesarias para las operaciones, mantenimiento, administración, almacenamiento de material comunicaciones, almacenamiento de material de repuestos de reserva de guerra, y otras facilidades de almacenamiento y los servicios de apoyo en situación de reserva en la forma que quedó establecido en el Canje de Notas de 6 de agosto 1970

EN LA BASE NAVAL ESPAÑOLA DE ROTA

Facilidades situadas en la Base, necesarias para las operaciones, administración, mantenimiento, comunicaciones, almacenamiento de material y servicios de apoyo necesarios para un escuadrón de patrulla marítima, un escuadrón de reconocimiento aéreo de flota, un escuadrón de apoyo táctico de flota, aviones para servicios administrativos, una patrulla marítima para la reserva naval, un escuadrón de reserva

naval de apoyo táctico de flota para su entrenamiento durante un período aproximado de seis meses por año, destacamentos ocasionales de aviones de portaviones para su estacionamiento temporal, terminal de transporte aéreo de la Marina, un escuadrón de submarinos, incluido un buque nodriza y un dique flotante, atracaderos y fondeaderos y apoyo logístico de la flota, una estación de comunicaciones navales, una facilidad de información para vigilancia oceánica de la flota, un depósito naval de combustible, un depósito para almacenamiento y una estación meteorológica.

Propiedades Arrendadas

Las propiedades arrendadas por los Estados Unidos hasta la fecha pueden continuar estando arrendadas.

Asimismo deseo poner en su conocimiento que el Gobierno español autoriza a que el nivel de fuerzas de los Estados Unidos permanentemente destinadas en España sea aproximadamente:

Fuerza Aérea	6. 650
Marina (incluido Inf. Marina)	4, 325
Ejército	<u>35</u>
TOTAL	11. 010

De igual forma el Gobierno español autoriza a que otro personal militar que con carácter temporal pueda ser destinado a España en acto de servicio, sea aproximadamente:

Fuerza Aérea	525
Marina (incluido Inf. Marina)	1. 850
Ejército	15
TOTAL	2. 390

Asimismo y de acuerdo con el citado Artículo I del Acuerdo Complementario debo reiterarle el deseo de mi Gobierno de que se levante un inventario de las facilidades y la lista aludidos en dicho Artículo que deberán quedar completados en un plazo de 90 días a partir del día de la fecha.

Si cuanto antecede merece la aprobación de su Gobierno deseo proponerle que esta Nota y su contestación constituyan el acuerdo de ambos Gobiernos en tanto se redacten y acuerden el inventario y la lista citados en el párrafo anterior.

Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración.

JUAN ROVIRA S

Excelentísimo Señor

ROBERT McCLOSKEY

*Embajador de los Estados Unidos de América
Washington, D.C.*

No. 71

MADRID, January 24, 1976

EXCELLENCY.

I have the honor to refer to your note of this date which reads in translation as follows:

"In connection with the commitments assumed by the Spanish Government Under Article I of Supplementary Agreement Number Six of the Treaty of Friendship and Cooperation signed on this date, I have the honor to inform you that the facilities of Spanish property located in Spain that my Government authorizes to be used by the Armed Forces of the United States for the purposes indicated in Article V of said Treaty are detailed as follows:

IN THE SPANISH AIR BASE OF TORREJON**On-Base Facilities**

Facilities required for operations, administration, maintenance, communications, materiel storage, wartime supply reserve materiel storage, other storage facilities and supporting services for one tactical fighter wing, administrative aircraft, one numbered air force headquarters, one communications region headquarters, one military airlift aerial port, and standby requirements as established in the exchange of notes of August 6, 1970.

IN THE SPANISH AIR BASE OF ZARAGOZA**On-Base Facilities**

On-base facilities required for operations, administration, maintenance, communications, wartime supply reserve materiel storage, other storage facilities and supporting services for one tactical fighter training group, weapons training detachment (up to one wing equivalent), one detachment of tanker aircraft, administrative aircraft, logistic support materiel storage (Harvest Eagle), and standby requirements as established in the exchange of notes of August 6, 1970.

IN THE SPANISH AIR BASE OF MORON**On-Base Facilities**

On-base facilities (maintained in modified caretaker status) required for operations, maintenance, administration, materiel storage, communications, wartime supply reserve materiel storage, other storage facilities and supporting services for standby requirements as established in the exchange of notes of August 6, 1970.

IN THE SPANISH NAVAL BASE OF ROTA

On-Base Facilities required for operations, administration, maintenance, communications, materiel storage, and supporting services for one maritime patrol squadron, one fleet air reconnaissance squadron, one fleet tactical support squadron, administrative aircraft, one naval reserve maritime patrol and one naval reserve fleet tactical support squadron for training about six months per year, occasional carrier aircraft detachments for temporary basing, naval airlift aerial port, one submarine squadron including one tender ship and one floating drydock, ships' berthing and mooring and fleet logistic support, one naval communications station, one fleet ocean surveillance information facility, one naval fuel depot, one storage depot and one weather station.

Leased Properties

Properties leased by the United States as of this date may continue to be so leased.

I further wish to advise you that the Government of Spain authorizes a level of forces of the United States permanently assigned in Spain of approximately.

Air Force	6,650
Navy (including Marine Corps)	4,325
Army	35
TOTAL	11,010

In a similar manner, the Government of Spain authorizes that other military personnel may be temporarily assigned in Spain in connection with their official duties, at a level of approximately:

Air Force	525
Navy (including Marine Corps)	1,850
Army	15
TOTAL	2,390

In addition, and in accordance with the above-mentioned Article I of the Supplementary Agreement, I wish to inform you of the desire of my Government that an inventory be taken of the facilities and that the list mentioned in said Article be drawn up, which must be completed within 90 days of this date.

If the above merits the approval of your Government, I wish to propose that this Note and your answer shall constitute the agreement of both Governments while the inventory and list mentioned in the preceding paragraph are completed and agreed upon."

I wish to advise you that the Government of the United States agrees that your note, together with this reply, constitute an agreement between our two Governments relating to Supplementary Agreement Number Six of the Treaty of Friendship and Cooperation signed January 24, 1976.

Accept, Excellency, the assurances of my highest consideration.

ROBERT J. McCLOSKEY

Ambassador-at-Large

His Excellency

D JUAN JOSÉ ROVIRA Y SÁNCHEZ HERRERO,
Ambassador of Spain,
Ministry of Foreign Affairs,
Madrid.

No. 72

MADRID, January 24, 1976.

EXCELLENCY:

I have the honor to refer to Supplementary Agreement Number Four on Educational and Cultural Cooperation. In order to carry out the provisions of this Agreement and to facilitate cooperation between Spain and the United States in those fields, I have the honor to inform Your Excellency of the following:

In order to carry out the annual programs in conformity with Articles I, II, III. and V of this Supplementary Agreement, the Government of the United States will furnish each year, in the form of a grant, the sum of \$2,400,000, which represents, for the five year duration of the Supplementary Agreement, a total grant of \$12 million.

Accept, Excellency, the assurances of my highest consideration.

ROBERT J. McCLOSKEY

Ambassador-at-Large

His Excellency

D JUAN JOSÉ ROVIRA Y SÁNCHEZ HERRERO,
Ambassador of Spain,
Madrid.

MINISTERIO
DE
ASUNTOS EXTERIORES

MADRID, 24 de enero de 1976

SEÑOR EMBAJADOR:

Tengo la honra de acusar recibo de su carta de fecha de hoy que, traducida al español, dice lo siguiente:

"SEÑOR EMBAJADOR: Tengo la honra de referirme al Acuerdo Complementario Número 4 sobre Cooperación en Materias Culturales y Educativas. Para el cumplimiento de lo dispuesto en dicho Acuerdo y para facilitar la cooperación entre España y los Estados Unidos en esos campos de actuación, tengo la honra de informar a V.E. lo siguiente: Para llevar a cabo los Programas anuales, de conformidad con los Artículos I, II, III y V del mencionado Acuerdo Complementario, el Gobierno de los Estados Unidos facilitará cada año, como donación, la cantidad de 2.400.000 dólares, lo cual representa para el período de cinco años de duración del Acuerdo una donación total de 12.000.000 de dólares. Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración."

Tengo la honra de informarle que el Gobierno español acepta lo que indica V.E. en su carta, acoge con satisfacción su contenido y confia en una amplia aplicación de lo dispuesto en la misma.

Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración.

JUAN ROVIRA S

Excelentísimo Señor

ROBERT McCLOSKEY

Embajador de los Estados Unidos de América

Washington, D.C.

Translation

MINISTRY OF FOREIGN AFFAIRS

MADRID, January 24, 1976

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your note dated today, which translated into Spanish reads as follows:

[For the English language text, see p. 3087.]

I have the honor to inform you that the Spanish Government accepts with satisfaction the contents of Your Excellency's note and trusts in a broad application of its provisions.

Accept, Mr. Ambassador, the assurances of my highest consideration.

JUAN ROVIRA S

His Excellency

ROBERT McCLOSKEY,
Ambassador of the
United States of America,
Washington, D.C.

No. 73

MADRID, January 24, 1976.

EXCELLENCY:

I have the honor to refer to Article X of Supplementary Agreement No. Seven on Cooperation Regarding Materiel for the Armed Forces. With respect to the implementation of the provisions of this Agreement, I have the honor to inform Your Excellency of the following:

The price agreed for the lease of the 42 F-4E aircraft will be \$53 million for a period of five years.

The delivery of these aircraft shall be completed no later than February 1, 1977, or, alternatively, no later than 180 days after the ratification of the Treaty, if the latter occurs after February 1, 1977.

The Government of the United States shall pay the Government of Spain the amount of \$55 million for the sale of 34 F-4C aircraft, including support equipment and accessories specific to these aircraft.

I have the honor to propose to Your Excellency that, if the above is acceptable to your Government, this note and Your Excellency's note in reply to that effect shall constitute an agreement between our two Governments.

Accept, Excellency, the assurances of my highest consideration.

ROBERT J. McCLOSKEY
Ambassador-at-Large

His Excellency

D JUAN JOSÉ ROVIRA Y SÁNCHEZ HERRERO,
Ambassador of Spain,
Ministry of Foreign Affairs,
Madrid.

TIAS 8360

MINISTERIO
de
ASUNTOS EXTERIORES

MADRID, 24 de enero de 1976

SEÑOR EMBAJADOR:

Tengo la honra de referirme a la Nota de Vuestra Excelencia de fecha de hoy, cuyo texto, traducido al español, es el siguiente:

"SEÑOR EMBAJADOR: Tengo el honor de referirme al Artículo X del Acuerdo Complementario Número 7 sobre Cooperación en Asuntos de Material para las Fuerzas Armadas. Para el cumplimiento de lo dispuesto en dicho Acuerdo, tengo el honor de informar a V.E. lo siguiente: El precio convenido para el arriendo de los 42 aviones F-4E será de cincuenta y tres millones de dólares por un período de cinco años.

La entrega de estos aviones quedará terminada en su totalidad no más tarde del 1 de febrero de 1977 o alternativamente no más tarde de 180 días después de la ratificación del Tratado, si esta segunda fecha fuera posterior al 1 de febrero de 1977.

El Gobierno de los Estados Unidos pagará al Gobierno de España la cantidad de cincuenta y cinco millones de dólares por la venta de treinta y cuatro aviones F-4C, así como el equipo y accesorios de apoyo específicos para estos aviones.

Tengo la honra de proponer a V.E. que, si lo que antecede es aceptable para su Gobierno, esta Nota y la Nota de contestación de V.E. constituya un Acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad, para reiterar a V.E. las seguridades de mi más alta consideración."

Deseo manifestar a V.E. que el Gobierno de España expresa su conformidad con que la Nota de V.E., juntamente con esta contestación, constituyan un acuerdo entre nuestros dos Gobiernos.

Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración.

JUAN ROVIRA S

Excelentísimo Señor

ROBERT McCLOSKEY

*Embajador de los Estados Unidos de América
Washington, D.C.*

Translation

MINISTRY OF FOREIGN AFFAIRS

MADRID, January 24, 1976

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note dated today, which translated into Spanish reads as follows:

[For the English language text, see p. 3089.]

I wish to state to Your Excellency that the Government of Spain expresses its agreement that your note, together with this reply, shall constitute an agreement between our two Governments.

Accept, Mr. Ambassador, the assurances of my highest consideration.

JUAN ROVIRA S

His Excellency

ROBERT McCLOSKEY,
*Ambassador of the
United States of America,
Washington, D.C.*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 105

MADRID, February 3, 1976.

EXCELLENCY:

I have the honor to refer to the question of diplomatic privileges and immunities to be accorded to participants of each party in the work of the United States-Spanish Council and to propose that, pursuant to Article VI of Supplementary Agreement Number One of the Treaty of Friendship and Cooperation between the United States and Spain, signed at Madrid on January 24, 1976, the norm to be applied is that of each country's established practice with regard to diplomatic missions. The participants in the work of the Council

will, therefore, receive in the country in which the work is being carried out the privileges and immunities accorded in that country to persons of equivalent rank and function who are members of the diplomatic, administrative and technical staff, as appropriate, of foreign diplomatic missions in that country

If the foregoing is acceptable to the Government of Spain, I have the honor to propose that this note and Your Excellency's note in reply indicating concurrence shall constitute an agreement between our two Governments on this matter.

Accept, Excellency, the assurances of my highest consideration.

WELLS STABLER

His Excellency

D JUAN JOSE ROVIRA Y SANCHEZ HERRERO,
Ambassador of Spain,
Ministry of Foreign Affairs,
Madrid.

MINISTERIO
DE
ASUNTOS EXTERIORES

MADRID, 8 de febrero de 1976.

EXCELENTE SIMO SEÑOR:

Tengo la honra de referirme a su Nota de fecha de hoy, que traducida al español, dice lo siguiente:

"EXCELENTE SIMO SEÑOR: Tengo la honra de referirme al tema de las inmunidades y privilegios diplomáticos concedidos a los participantes de ambas Partes en los trabajos del Consejo Hispano-Norteamericano y de proponer que, en relación con el Artículo VI del Acuerdo Complementario Número 1 del Tratado de Amistad y Cooperación entre los Estados Unidos y España, firmado en Madrid el 24 de enero de 1976, la norma que se aplique sea la contenida en la práctica establecida de cada país en relación con las Misiones Diplomáticas. Por lo tanto, los participantes en los trabajos del Consejo recibirán, en el país en el que dichos trabajos se realicen, las inmunidades y privilegios concedidos en dicho país a las personas de rango y función equivalentes respectivamente, miembros del personal diplomático, administrativo y técnico, de las Misiones Diplomáticas extranjeras en dicho país. Si lo que antecede es aceptable para el Gobierno de España, tengo la honra de proponer que esta Nota y la contestación de V.E. indicando su asentimiento constituyan un acuerdo entre nuestros dos Gobiernos sobre este tema"

Deseo manifestar a V.E. que el Gobierno de España expresa su conformidad con que la Nota de V.E., juntamente con esta contestación, constituyan un Acuerdo entre nuestros dos Gobiernos.

Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración.

JUAN ROVIRA S

Excelentísimo Señor

WELLS STABLER

Ambassador of the United States of America.

Madrid.

Translation

MINISTRY OF FOREIGN AFFAIRS

MADRID, February 3, 1976

EXCELLENCY:

I have the honor to refer to your note of today's date which, translated into Spanish, reads as follows:

[For the English language text, see pp. 3091-3092.]

I wish to inform Your Excellency that the Government of Spain agrees that your note and this reply thereto shall constitute an agreement between our two Governments.

Accept, Mr. Ambassador, the assurance of my highest consideration.

JUAN ROVIRA S

His Excellency

WELLS STABLER,

Ambassador of the United States

of America,

Madrid.

SPAIN

Defense: Use of Military Facilities in Spain

Agreement implementing article V of the treaty of friendship and cooperation of January 24, 1976.

Signed at Madrid January 31, 1976;

With procedural annexes I through X and XIII through XVI.^[1]

And exchanges of notes

Signed at Madrid January 24 and 31, 1976;

Entered into force September 21, 1976.

¹ Procedural Annexes XI and XII (TIAS 6977, 21 UST 2356, 2365) to the Agreement in Implementation of the August 6, 1970 Agreement of Friendship and Cooperation remain in force until new annexes are developed. See exchange of notes of January 24, 1976 (U.S. note No. 69), TIAS *ante*, p. 3005.

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AGREEMENT IN IMPLEMENTATION
OF THE TREATY OF
FRIENDSHIP AND COOPERATION
BETWEEN
SPAIN AND THE UNITED STATES OF AMERICA
OF JANUARY 24, 1976

PREAMBLE

For the purpose of implementing Article V of the Treaty of Friendship and Cooperation between Spain and the United States of America, dated January 24, 1976, and its Supplementary Agreements, [¹] the Governments of Spain and the United States of America have agreed as follows:

DEFINITIONS

For the purpose of this Agreement, the terms used herein and in the Procedural Annexes shall have the following meaning.

1. Facilities. This term means lands and constructions within Spanish military installations, which are the property of the Spanish Government.

2. United States Personnel in Spain. This term means anyone included in any of the following three categories of personnel.

a. Members of the United States Forces. This term means:

(1) Military Personnel. This term means personnel belonging to the land, sea or air armed forces of the

¹ TIAS 8360; *ante*, p. 3005.

United States who are permanently or temporarily assigned to Spain by military orders for the performance of official duties, in accordance with the Treaty and within the force levels established by agreement with the Spanish Government.

(2) Civilian Employees. This term means non-military personnel who are nationals of or ordinarily resident in the United States and who are employed in Spain by the United States Forces, whether paid from appropriated or non-appropriated funds.

(3) Other Civilian Personnel. This term means employees of a non-Spanish and noncommercial organization hereinafter listed, or hereafter agreed upon by the Joint Committee for Politico-Military Administrative Affairs, who are nationals of or ordinarily resident in the United States and who, solely for the purpose of contributing to the welfare, morale or education of the United States Forces, are accompanying those Forces in Spain. These organizations include:

- (a) American Red Cross;
- (b) University of Maryland;
- (c) University of Southern California; and
- (d) United Services Organization.

(4) Dependents. This term means members of the families of personnel included in paragraphs (1), (2) and (3) above, who depend upon such persons for their support and who are in Spain, and, in any case, the spouse and minor children in Spain of such persons.

b. Personnel Engaged in Exercises or Maneuvers.

This term means personnel belonging to the land, sea or air armed forces of the United States who are temporarily

in Spain for the purpose of engaging in military exercises or maneuvers authorized in advance by the Spanish Government.

c. Members of Visiting Units. This term means the personnel of the land, sea or air armed forces of the United States who temporarily enter Spain aboard vessels or aircraft, belonging to or chartered wholly by such forces, which are in Spanish territory on visits or for the purpose of providing logistic support to or receiving logistic support from the United States Forces.

3. Military Unit. This term means an operational, logistic or administrative command or element thereof of the land, sea or air armed forces of the United States which:

a. in accordance with the Treaty is stationed in Spain either for the purpose of maintaining a facility used by the United States Forces in a Spanish military installation or for operations, training, or other military activities, including on a rotational basis, within the specific levels agreed upon, or,

b. although not included in the preceding subparagraph, uses such a facility, in accordance with the Treaty, for authorized military purposes.

SECTION I

ADMINISTRATIVE AND MILITARY MATTERS

Article I

1. In conformity with the provisions of the Treaty, the Government of Spain has authorized the Government of the United States to use and maintain, for military purposes, certain facilities in Spanish military installations, as agreed between the two Governments.

2. The United States Forces are authorized to lease premises for housing and offices and to contract the necessary services therefor. Any other lease contract or service contract with private persons in Spain must be authorized by the Joint Committee for Politico-Military Administrative Affairs. The premises covered by these leases or contracts shall not be considered as military installations or facilities for the purpose of this section.

3. The United States Forces will not introduce or store on Spanish soil any toxic chemical munitions, asphyxiants or toxic chemical agents of warfare, biological means of warfare, toxic weapons or toxic agent of either biological or chemical origin, or nuclear weapons or their nuclear components.

Article II

1. The United States-Spanish Council will review and agree upon proposals made by the United States Forces for major works and constructions, substantial installations of new equipment, significant changes in the manner or degree of facilities usage, or changes in the purpose for which a facility is used if that change of purpose is considered by Spanish military authorities to be detrimental to their activities.

2. The costs of the activities referred to in the preceding paragraph will be to the account of the Government of the United States except when the two Governments agree otherwise.

Article III

The costs of training, service, materiel, and supplies required for the exercise of the functions authorized in Spanish military installations by the Treaty shall be shared by the two Governments in an equitable manner as mutually agreed.

Article IV

The Spanish Government assumes the obligation of adopting security measures to ensure the exercise of the functions referred to in the Treaty, and the Government of the United States will be responsible for the necessary supervision and protection of its personnel, equipment, and materiel. The security measures which each Government shall adopt to carry out the provisions of this Article, and of the appropriate Procedural Annexes, will be determined in each case by the appropriate Spanish or United States military authorities pursuant to procedures established by the Joint Committee for Politico-Military Administrative Affairs.

Article V

At each Spanish military installation in which the United States Forces are granted facilities, the Joint Committee for Politico-Military Administrative Affairs shall, within a period of three months, prepare guidelines which shall subsequently be implemented by the Spanish base commanders in conjunction with the commanders of United States Forces stationed there in order to coordinate services, maintenance, administration, traffic, and similar matters of mutual interest.

Article VI

1. When the Government of the United States plans the substantial removal of its equipment in a Spanish military installation, or suspension of the use for which a facility had been authorized, it will so communicate through the Joint Military Committee in which consultation may be held at the request of either of the two countries. Should the Joint Military Committee determine that such removal or suspension would bring about adverse security consequences and is unable to resolve the matter, the two Governments will consult immediately with respect to appropriate measures to be adopted.

2. If the military authorities of the United States decide, before or at the expiration of the Treaty, to offer for disposal any equipment, material, or supplies of the United States Forces in Spanish territory and which have been determined to be excess by United States authorities, the Spanish authorities shall be recognized as having a right of first purchase for such property prior to any other offer for disposal. Any transfer under this paragraph will be handled in accordance with procedures established by the Joint Committee for Politico-Military Administrative Affairs.

3. The Spanish authorities may propose the purchase of any other equipment, materiel, or supplies excess to the needs of the United States, including equipment affected by the termination of the Treaty. If the United States authorities agree to a proposed transfer, it will be handled in accordance with procedures established by the Joint Committee for Politico-Military Administrative Affairs.

4. The United States Forces may remove from any facility used by them all their property, equipment and material, including readily demountable structures and other removable property. However, installations for production or distribution of water, electricity and gas, central heating and air conditioning systems, and other similar fixtures, forming a permanent and integral part of real property, may not be removed. If a removal is in connection with the relinquishment of a facility, the United States Forces shall leave the lands and permanent constructions thereon in serviceable condition for use by Spanish authorities, provided that the Government of the United States shall incur no additional expense thereby. In the course of such removals, the United States Forces will exercise reasonable diligence in avoiding damage to the permanent constructions.

5. Any equipment, materiel or supplies that have not been purchased by the Spanish authorities or other persons in Spain, pursuant to paragraphs 2. and 3. of this Article, will be removed from Spain by the United States before the end of the withdrawal period provided for in the Treaty.

6. Unless otherwise agreed by the appropriate authorities of the two Governments, a facility used by the United States Forces shall be returned to the Government of Spain whenever it is no longer needed for any of the purposes for which facilities were specifically made available in or connected with that Spanish military installation by the Spanish authorities. The United States Forces will keep their needs for facilities under continual observation with a view toward such return. A facility returned to the Spanish Government shall not be used for purposes that could interfere with other facilities or activities of the United States Forces.

Article VII

1. For the exercise of the functions authorized in the Treaty, all projects, work, or construction shall be carried out by personnel of the United States Forces whose presence in Spain has been authorized, or by Spanish contractors who meet requirements established by the Spanish Government for the execution of an analogous public work for the Spanish Government, and who are capable of doing the work under the required conditions directly or through a principal contractor of the United States selected by the Government of the United States.

2. When it is not feasible to carry out the work in the manner established in the preceding paragraph, the Joint Committee for Politico-Military Administrative Affairs may, as an exception, authorize its performance through competitive bidding outside Spain, in all cases reserving the right to approve the contract award made by the United States authorities if the successful bidder is a national of a third country.

3. In the projects, work, and construction referred to in this Article, Spanish material, labor, and equipment will be used whenever feasible, consistent with the requirements of the United States in each case, as set forth in the specifications for contract performance and according to the conditions for award, which specifications and conditions shall be as contained in the invitations for bids or request for proposals issued by the United States authorities.

TIAS 8361

Article VIII

1. Ships, aircraft and vehicles of the land, sea or air armed forces of the United States, as well as other United States ships and aircraft chartered wholly by such forces, solely in performance of the functions authorized in the Treaty, may enter and leave Spain, at the Spanish military installations at which facilities have been made available to the United States Forces by the Treaty or at other locations as provided in the Procedural Annexes. In the same manner and in accordance with the aforementioned conditions, these ships, aircraft and vehicles may carry out necessary movements between Spanish military installations and between these and other locations.

2. Military units stationed in Spain may move about within Spanish territory, jurisdictional waters, and air space, when such movements are carried out for the purpose of the Treaty. Such movements shall be carried out in accordance with appropriate Procedural Annexes to this Agreement, and the general regulations on land, sea and air traffic in force in Spain. Any movement not covered by the provisions of the Annexes shall require the authorization of the Joint Committee for Politico-Military Administrative Affairs. Further, the Joint Committee for Politico-Military Administrative Affairs shall be given advance notice of any significant movement, and may hold consultations to avoid undue interferences with normal Spanish activities.

3. Other ships, aircraft and vehicles may, for the purposes of the Treaty, enter, leave, or stay in the vicinity of

Spanish military installations, subject to the provisions and control measures agreed upon for each locality by the Joint Committee for Politico-Military Administrative Affairs, with the Government of Spain reserving for itself the right of veto in connection with third country ships, aircraft or vehicles.

4. The Spanish Government reserves the normal right to establish within its territory, waters, or air space such closed or restricted areas as it deems appropriate. The delimitation of these areas shall be communicated to the United States Forces through the Joint Committee for Politico-Military Administrative Affairs in each case. The Committee shall negotiate the granting of exceptions to this provision when requested by the United States Forces in Spain.

5. Movements of nuclear powered ships in Spanish jurisdictional waters, as well as their entry into and departure from Spanish ports, shall not be considered to be included under the provisions of the preceding paragraphs; these movements will be in accordance with authorization by the Spanish Government, which will be handled through the Joint Committee for Politico-Military Administrative Affairs.

Article IX

For the exercise of the functions authorized in the Treaty, the United States Forces within the level of forces agreed upon by both Governments and other military units whose presence in Spain has been specially authorized may use the public services of Spain on the same terms as the Spanish military forces.

Article X

1. The sanitation services of both countries will co-operate, when necessary, in the study and adoption of measures pertaining to the maintenance of adequate sanitary conditions in the areas neighboring on the Spanish military installations.

2. The Spanish Command at the installation and United States military commanders shall take special care to prevent any kind of contamination of the environment and of nearby waters.

3. When necessary, the military commanders shall take appropriate steps, in agreement with their respective sanitation and other services, to preserve and purify the environment and nearby waters. United States military commanders shall be informed through the Joint Committee for Politico-Military Administrative Affairs of applicable Spanish law and measures regarding the protection of the environment.

Article XI

1. The United States may establish, maintain and operate, within the facilities used and maintained by the United States Forces in Spanish military installations, military post offices for the use of the United States Personnel in Spain in the sending of mail between such post offices in Spain and between such post offices and other United States post offices.

2. This mail may be transported within Spanish territory in sealed sacks, provided that they conform to the identification rules approved by the Joint Committee for Politico-Military Administrative Affairs.

Article XII

1. In coordination with the appropriate Spanish installation commander, the United States Forces may establish, maintain and operate, within the facilities used and maintained in Spanish military installations by the said Forces, military service exchanges, commissaries, mess halls, social centers and recreational service areas for the use of the United States Personnel in Spain.

2. The United States military authorities, in agreement with the Spanish military authorities, shall adopt adequate measures to prevent any improper use of these activities.

Article XIII

1. For the exercise of the functions authorized in the Treaty, the authorities of the United States may assign to and maintain in Spanish territory as members of the United States Forces such military and civilian personnel, as well as their dependents, as are necessary for the maintenance and support of the agreed facilities, and for the use of the agreed facilities as operational, logistic or training bases for the United States Forces. The United States authorities will submit to the Joint Committee for Politico-Military Administrative Affairs quarterly:

a. A statement of the number of military and civilian personnel of the United States Forces stationed in Spain;

b. A list of the names of nationals of third countries who are employed in Spain by the United States Forces, whether paid from appropriated or nonappropriated funds; and

c. A list of the names of nationals of third countries who are employed in Spain by the non-Spanish and non-commercial organizations referred to in Paragraph 2.a.(3) of the Definitions of this Agreement.

2. The United States Forces may bring into Spanish territory limited numbers of nationals of third countries with required specialized skills solely for employment by the United States Forces or their contractors. The Spanish authorities will be provided, through the Joint Committee for Politico-Military Administrative Affairs, with a list of the names and nationalities of such civilians, the Spanish authorities reserving the right not to authorize their entry in Spain. Decisions in these cases will be adopted as promptly as possible, in order not to cause unnecessary obstructions and delays in the movements of personnel decided upon by the military authorities of the United States.

3. Military members of the United States Personnel in Spain may enter Spanish territory by showing their military identification card and a copy of their military orders. A sample of this military identification card will be furnished to the Spanish authorities through the Joint Committee for Politico-Military Administrative Affairs.

4. The ordinary system of passports in force in Spanish law will apply to civilian members of the United States Personnel in Spain; however, such persons shall not be required to obtain visas or register as aliens.

5. Rules governing official identification of United States Personnel in Spain subsequent to their initial entry shall be established in the Procedural Annexes.

6. If, once in Spanish territory, any member of the United States Personnel in Spain should lose his status, the United States authorities shall notify the Spanish authorities through the Joint Committee for Politico-Military

Administrative Affairs, and the individual shall automatically lose all privileges established under this Agreement. The military authorities of the United States shall ensure that any personnel separated from the military service in Spain possess a valid passport with proper validation by the Spanish authorities. In the case of a person who entered Spain with a passport and desires to remain in Spain, the United States authorities, whenever possible, will assist the Spanish authorities to ensure that the individual's change of status is reflected on his passport. If, within sixty days of the notification referred to above, a former member of the United States Personnel in Spain be required by the Spanish authorities to leave Spain, the authorities of the United States will assure that transportation out of Spain is provided within a reasonable time without cost to the Spanish Government.

SECTION II

CRIMINAL JURISDICTION AND CLAIMS

Article XIV

United States Personnel in Spain are obligated to respect the laws in force in Spain and to abstain from all activity inconsistent with the spirit of the Treaty existing between the United States and Spain, in particular, from all political activity in Spain. The United States assumes the obligation of adopting necessary measures to this end.

Article XV

1. Subject to the provisions of this Section.

a. The military authorities of the United States shall have the right to exercise within the territory under Spanish jurisdiction such criminal and disciplinary jurisdiction as is conferred on them by the law of the United States over United States Personnel in Spain for offenses punishable under the military law of the United States.

b. The authorities of Spain shall have the right to exercise jurisdiction over United States Personnel in Spain with respect to offenses committed within the territory under Spanish jurisdiction and punishable by the law of Spain.

2. a. The military authorities of the United States shall have the right to exercise exclusive jurisdiction over United States Personnel in Spain with respect to offenses, including offenses relating to its security, punishable by the law of the United States, but not by the law of Spain.

b. The authorities of Spain shall have the right to exercise exclusive jurisdiction over United States Personnel in Spain with respect to offenses, including offenses

relating to the security of Spain, punishable by its law, but not by the law of the United States.

c. For the purposes of this paragraph and of paragraph 3 of this Article a security offense against a State shall include:

- (1) treason against the State;
- (2) sabotage, espionage or violation of any law relating to official secrets of that State, or secrets relating to the national defense of that State.

3. For the sole purpose of determining whether an act or omission is a punishable offense under the law of Spain or under the military law of the United States, or both, the interpretation of the law of Spain by the Spanish authorities shall be accepted by the Government of the United States, and the interpretation of the military law of the United States by the authorities of the United States shall be accepted by the Spanish authorities. When, by application of the foregoing provisions, it is determined that an act or omission is a punishable offense under both the law of Spain and the military law of the United States, thereby giving rise to concurrent rights to exercise jurisdiction, the following rules shall be applied:

a. The military authorities of the United States shall have the primary right to exercise jurisdiction over United States Personnel in Spain subject to the military law of the United States for the following offenses punishable under such law:

- (1) offenses solely against the property or security of the United States, or offenses solely against

the person or property of a member of the United States Personnel in Spain;

(2) offenses arising out of any act or omission done in the performance of official duty.

b. The authorities of Spain shall have the primary right to exercise jurisdiction over United States Personnel in Spain in relation to:

(1) offenses, not included within the provisions of subparagraph 3.a.(2) of this Article, solely against the property or security of the Spanish State, or solely against the person or property of Spanish nationals;

(2) any other offense over which the military authorities of the United States do not possess the primary right to exercise jurisdiction under subparagraph 3.a. of this Article.

4. For the appropriate protection of military discipline, whenever a member of the United States Personnel in Spain is prosecuted in Spanish courts, only the courts of ordinary jurisdiction will have competence to try him.

Article XVI

1. When a member of the United States Personnel in Spain other than a dependent is charged with an offense by the Spanish authorities, the military authorities of the United States, if the circumstances warrant, will issue a certificate verifying the fact that the alleged offense arose out of an act or omission done in the performance of official duty. The certificate will be transmitted to the appropriate Spanish authorities, by whom it will be considered sufficient proof of such

fact for the purpose of paragraph 3.a.(2) of Article XV of this Agreement, without prejudice to the provisions of paragraph 2 of this Article.

2. In those cases where the appropriate authorities of Spain consider that discussion of a certificate of official duty, issued in accordance with paragraph 1 of this Article, is required, it shall be made the subject of review in the Joint Committee for Politico-Military Administrative Affairs, provided a request for review is received by the Committee within ten days from receipt of the certificate by the Spanish authorities. However, if within the ten day period, the Spanish authorities notify the Committee that for special reasons they wish to consider the matter further, such authorities shall have an additional period of ten days within which to present a request to the Committee for review. The Committee will complete its review expeditiously and in any event within thirty days from the receipt of the request for review.

Article XVII

If the Government having the primary right to exercise jurisdiction under paragraph 3 of Article XV of this Agreement decides not to exercise jurisdiction, it will notify the authorities of the other Government as soon as possible. The authorities of the Government having the primary right shall give sympathetic consideration to a request from the authorities of the other Government for a waiver of its right.

Article XVIII

1. Within the limits of their respective legal powers, the military authorities of the United States and the authorities of Spain shall mutually assist each other in the arrest of members of the United States Personnel in Spain who are in Spanish territory.

2. The authorities of Spain shall immediately notify the military authorities of the United States of the arrest of any member of the United States Personnel in Spain.

3. The custody of a member of the United States Personnel in Spain, who is legally subject to detention by the military authorities of the United States and over whom Spanish jurisdiction is to be exercised, shall be the responsibility of the United States military authorities, at their request, until the conclusion of all judicial proceedings, at which time the member will be delivered to Spanish authorities at their request for execution of the sentence. Nevertheless, at the conclusion of a trial at which the sentence of the court includes confinement for more than one year, the member shall, if ordered by the judge of the court, be delivered to the Spanish authorities for execution of the sentence even if the verdict of the trial is being appealed. During periods of custody by the United States military authorities, those authorities, within the legal powers given them by the military law of the United States, shall give full consideration to the decisions of the competent Spanish authorities regarding conditions of custody. The United States military authorities shall guarantee his immediate appearance before

the competent Spanish authorities in any proceedings that may require his presence and, in any case, his appearance at the trial.

4. In criminal proceedings in Spanish courts against a member of the United States Personnel in Spain who is legally subject to detention by the military authorities of the United States, the following rules will be followed:

a. If the court grants provisional liberty without bail for said member, the guarantees of paragraph 3 of this Article will satisfy the "apud acta" obligation of periodic reporting called for in Spanish laws.

b. If the court decrees provisional confinement without bail or the bail decree has not been provided, the grant of custody of the member to United States military authorities will imply, in principle, the retention of the member in a military installation in which facilities have been granted to the United States, with restriction of movement and effective vigilance. In such case, if, because of the requirements of United States military law, the nature of the restraint initially imposed or thereafter adopted is other than that decreed by the court, United States military authorities will notify Spanish authorities of the nature of the restraint imposed, without prejudice to the guarantees provided in paragraph 3 of this Article being complied with diligently, and in such cases the decision will rest with the court as to the extent to which such alternate restraint may be credited against any sentence to confinement eventually adjudged.

c. If the court accepts bail from said member, such bail will be considered to replace the guarantees provided in paragraph 3 of this Article.

Article XIX

Confinement imposed by a Spanish court upon a member of the United States Personnel in Spain shall be served in penal institutions agreed upon for that purpose by the Joint Committee for Politico-Military Administrative Affairs. The Spanish authorities fully guarantee to the authorities of the United States the right to visit such persons at any time and to provide them with such material assistance as the authorities of the United States deem appropriate, in accordance with the pertinent Spanish prison regulations.

Article XX

1. The military authorities of the United States and the authorities of Spain shall assist each other in the carrying out of all necessary investigations into offenses, and in the collection and production of evidence, including the seizure and, in proper cases, the delivery of objects connected with an offense. The delivery of such objects may, however, be made subject to their return within the time specified by the authority delivering them.

2. The military authorities of the United States and the authorities of Spain shall assist each other in obtaining the appearance of witnesses necessary for the proceedings conducted by such authorities within Spain.

3. The military authorities of the United States and the authorities of Spain shall notify each other of the disposition, including the sentence if any, of all cases in which there are concurrent rights to exercise jurisdiction.

Article XXI

1. The military authorities of the United States may not carry out a death sentence in Spanish territory.

2. A death sentence imposed upon a member of the United States Personnel in Spain by the Spanish authorities in a case over which Spain exercises jurisdiction under the provisions of this Agreement may be carried out only by a method of execution utilized under both Spanish and United States law.

Article XXII

Where an accused has been tried in accordance with the provisions of this Agreement either by the military authorities of the United States or the authorities of Spain and has been acquitted, or has been convicted and is serving, or has served, his sentence, or his sentence has been remitted or suspended, or he has been pardoned, he may not be tried again for the same offense within the territory of Spain by the authorities of the other State. However, nothing in this Article shall prevent the military authorities of the United States from trying a military member of the United States Personnel in Spain for any violation of rules of discipline arising from an act or omission which constituted an offense for which he was tried by the authorities of Spain.

Article XXIII

Whenever a member of the United States Personnel in Spain is arrested, detained, or otherwise prosecuted by Spanish authorities, in criminal or quasi-criminal (cases of contraband) proceedings, he will be appropriately advised, through an interpreter if required, of the specific charges against him, and of his legal rights. The military authorities of the United States will be advised immediately of his arrest, detention, or prosecution, and he will then be permitted to communicate with a representative of the United States Government, who may be present throughout the investigative and judicial phases of the entire proceedings even in the event such proceedings are held behind closed doors for reasons of public order or morality.

Article XXIV

For the purpose of Articles XXVI and XXVII of this Agreement, the term "civilian employees of the United States Forces" also includes "local labor personnel", within the meaning of Article XXXIII of this Agreement when such personnel are acting in the performance of official duty assigned to them by the United States Forces. This term does not include contractors of the United States and the employees of such contractors, nor does it include other civilian personnel of the United States Forces.

Article XXV

1. Each Government waives all its claims against the other for damages, in Spanish territory, to the properties owned or used by said Government if the damage:

a. was caused by military personnel or civilian employees of the armed forces of the other Government in the performance of official duties; or

b. was caused by use of any vehicles, ship or aircraft owned or utilized by the other Government and used by its armed forces, provided that the vehicle, ship or aircraft causing the damage was being used for official purposes.

Each of the two Governments waives all its claims against the other for rescue or salvage, either maritime or aerial, provided that the rescued or salvaged ship, aircraft or cargo was owned by the other Government and used by its armed forces at the time of the incident.

2. Each Government waives all its claims against the other for injury or death suffered by military personnel or civilian employees of its armed forces while the said military personnel or civilian employees were engaged in the performance of official duties.

3. For the purpose of this Article, it is understood that "local labor personnel" shall be considered as civilian employees of the armed forces of the United States.

Article XXVI

1. Military members of the United States Personnel in Spain and civilian employees of the United States Forces shall not be subject to suit before Spanish courts or authorities for claims arising out of acts or omissions attributable to such persons done in the performance of their official duties. Such claims may be presented to the Spanish Military Administration and processed according to the provisions contained in Article XXVII of this Agreement.

2. If it should be necessary to determine the applicability of paragraph 1 of this Article, the military authorities of the United States may issue an official certificate stating that a certain act or omission of a military member of the United States Personnel in Spain or civilian employee of the United States Forces was done in the performance of his official duties. The Spanish authorities will accept such certificate as sufficient proof of the performance of official duty. When in a particular case the Spanish authorities consider that a certificate of official duty requires clarification, it shall be the subject of expeditious review by the Joint Committee for Politico-Military Administrative Affairs.

Article XXVII

Claims, other than contractual claims, for injury or damage in Spain to Spanish persons or property arising out of acts or omissions done in the performance of official duties by military members of the United States Personnel in Spain or civilian employees of the United States Forces, or out of any other act, omission or occurrence for which the United States Armed Forces are legally responsible, and not otherwise satisfied by the United States, shall be dealt with by the Spanish authorities in accordance with the following provisions:

1. Claims for damages shall be presented, processed and decided according to the rules of Spanish law applicable to claims arising from the activities of the armed forces of Spain.

2. The appropriate Spanish authorities shall decide on the admissibility of the claim and, when the case warrants, the amount of damages to be awarded, and shall pay the amount to the claimant or claimants.

3. A determination of the amount of compensation made by the appropriate Spanish authorities under the provisions of paragraph 2 of this Article, whether decided administratively or determined by court decisions, shall be binding and conclusive upon the Governments of Spain and the United States. The military authorities of the United States, shall be informed through the Joint Committee for Politico-Military Administrative Affairs of the determination in a detailed report giving background data, the legal grounds for the decision, procedures followed, and the decision taken, accompanied by a proposal for the sharing of the sum involved in conformity with the terms of paragraph 4 of this Article.

4. The amount of compensation determined by the appropriate Spanish authorities under the provisions of paragraph 2 of this Article shall be shared between the parties as follows:

a. Where the United States alone is responsible the amount awarded or adjudged shall be shared in the proportion of 25 percent chargeable to the Government of Spain and 75 percent chargeable to the Government of the United States.

b. Where the United States and Spain are jointly responsible for the damage, the amount awarded or adjudged shall be apportioned between them according to their comparative responsibility, but, in any case, no more than 75 percent of the amount shall be chargeable to the United States.

Where the damage was caused by the armed forces of the United States or Spain, or jointly, and, because of insufficient evidence, it is not possible to attribute the damage specifically to one of the forces or to apportion the damage between the forces according to their comparative responsibility, the amount awarded or adjudged shall be shared equally between Spain and the United States.

c. The proposed distribution referred to in paragraph 3 of this Article shall be regarded as having been accepted by the military authorities of the United States, unless those authorities within 60 days after receipt of the proposal, request consultations in the Joint Committee for Politico-Military Administrative Affairs, which consultations shall be undertaken expeditiously. If, within 60 days after the request by the military authorities of the United States, such consultations do not result in agreement regarding an appropriate distribution, the matter shall be referred to an arbitrator selected by agreement between the two Governments from among the nationals of Spain who hold or have held high judicial office. The arbitrator shall decide a formula of distribution in accord with the principles of subparagraphs a. and b. above, and his decision shall be binding and conclusive on the two Governments. The compensation of the arbitrator shall be fixed by agreement between the two Governments and shall, together with the necessary expenses incidental to the performance of his duties, be shared equally by them.

5. Every three months a statement of the sums determined by the Spanish authorities in the course of the three-month

period in respect of every case regarding which the proposed distribution has been accepted by the military authorities of the United States shall be sent to the appropriate United States authorities together with a request for payment. Such payment shall be made in Spanish currency within the shortest possible time, but not more than 60 days from the receipt of such request for payment.

Article XXVIII

Claims for injury or damage to persons or property in Spain caused by reason of exercises or maneuvers carried out by the United States Forces with the express authorization of the Spanish Government shall be governed by the agreement reached in each case by the authorities of the two Governments.

Article XXIX

The Government of the United States shall require that insurance contracts be effected to cover civil liabilities that may be incurred in Spanish territory as a result of acts or omissions done in the performance of duty by employees of contractors and subcontractors of the United States Forces, or by those members of the United States Personnel in Spain, other than dependents, to whom the provisions of Articles XXVI and XXVII of this Agreement are not applicable. The terms and conditions of such insurance contracts shall be determined in an appropriate procedural annex.

Article XXX

1. Damage or injury caused in Spanish territory to persons or property by acts or omissions of military members

of the United States Personnel in Spain or civilian employees of the United States Forces not done in the performance of official duties may, at the election of the claimant, be dealt with by:

a. the prosecution of a suit before a Spanish civil court; or

b. a claim against the Government of the United States, processed through the following procedures:

(1) The claim, addressed to the United States Foreign Claims Commission, will be submitted to the Joint Committee for Politico-Military Administrative Affairs.

(2) After having obtained precise information, the Committee will issue a detailed report on the claim submitted and the damages sought;

(3) Within 60 days of receipt by the Committee, the claim, with the report of the Committee, will be transmitted to the Foreign Claims Commission for decision;

(4) In making the final decision, the Foreign Claims Commission shall take into account the recommendations of the Joint Committee for Politico-Military Administrative Affairs.

2. The filing of a suit before a Spanish civil court against a military member of the United States Personnel in Spain or civilian employee of the United States Forces will be considered to be the renunciation of any right of the Spanish Government or of the person filing the suit to compensation by the Government of the United States in accordance with this Article. However, when such a suit is terminated because of the issuance by the military authorities of the

United States of the certificate of official duty referred to in paragraph 2 of Article XXVI of this Agreement, a claim may be processed according to the provisions of Article XXVII of this Agreement, if applicable, or according to the provisions of paragraph 1.b. of this Article.

Article XXXI

The compulsory insurance of official motor vehicles of the United States Government and of privately owned vehicles belonging to United States Personnel in Spain shall continue to be regulated by the Agreement of November 30, 1965, as supplemented by the rules agreed on for its implementation dated March 25, 1966, [1] or by any other agreement that may replace it. The aforesaid Agreement and rules, or those that may replace them, shall have prior application with respect to the filing and settlement of claims arising from the operation of the said vehicles in accordance with the provisions of Articles XXVII and XXX of this Agreement.

Article XXXII

The military authorities of the United States shall render all assistance permitted by United States law to secure compliance with judgments, decisions, orders and settlements in connection with civil liabilities established by Spanish courts and authorities.

¹ Not printed.

SECTION III
LABOR MATTERS

Article XXXIII

1. The term "local labor personnel" used in this Agreement means persons, other than United States Personnel in Spain, engaged in labor activity to meet the needs of the United States Forces in Spanish military installations, including the activities referred to in Article XII of this Agreement.

2. The United States Forces shall prepare and provide the Spanish Military Administration with a listing by categories of all civilian positions utilized at each installation on the date of entry into force of this Agreement. This listing will indicate the percentages of local labor personnel among assigned civilian positions at the installation in both appropriated and nonappropriated fund activities. The percentage in effect on that date will constitute the approximate percentage to be maintained unless changed by agreement in the Joint Committee for Politico-Military Administrative Affairs. Summer youth employment programs shall not be included in calculating the ratio of assigned personnel, provided that such programs do not alter the employment conditions of local labor personnel.

Article XXXIV

1. The employment relationship to which this Section refers shall be between the local labor personnel and the Spanish Military Administration who hire them, although the assignment of such personnel to their jobs and their direction shall be the responsibility of the United States Forces.

2. The labor regulations applicable to non-civil service civilian personnel of the Spanish Military Administration, hereinafter referred to as "The Spanish Regulations", will govern the terms and conditions of employment of local labor personnel, consistent with the provisions of this Section.

3. Each military installation utilizing local labor personnel will have a personnel list reflecting the needs and data referred to in paragraph 1 of Article XXXVI of this Agreement. This list will include administrative personnel whose services are used by the United States Forces to carry out the responsibilities of said forces under this Section. The United States Forces will provide the Spanish Military Administration with a listing by categories of positions utilized at each installation on the date of entry into force of this Agreement.

Article XXXV

The Spanish Military Administration will be responsible for the employment of local labor personnel, as provided in this Section, and as the employer will exercise the following rights and responsibilities:

1. Develop jointly with the United States Forces, through the Joint Committee for Politico-Military Administrative Affairs the terms, conditions, and rules relating to the utilization of local labor personnel by the United States Forces.
2. Issue calls for and refer to the United States Forces persons considered qualified for appointment, as requested by the United States Forces. To assist the United States

Forces in selection of personnel, a sufficient number of qualified applicants to meet the needs of the United States Forces will be referred for each vacant position.

3. Effect appointments for utilization by the United States Forces, terminations of such utilization, and other appropriate personnel actions as requested by the United States Forces, in accordance with the Spanish Regulations.

4. Effect disciplinary actions as initiated by the United States Forces, in accordance with the Spanish Regulations.

5. Pay local labor personnel, in accordance with payrolls prepared by the United States Forces in advance of the regulation paydays, their salaries, wages, and any other emoluments to which they may be entitled. The Spanish Military Administration will inform the United States Forces of all deductions required by Spanish law which will be reflected in the said payrolls.

Article XXXVI

In order to guarantee greater efficiency in the labor relationship, and as the user of the services of local labor personnel, the United States Forces will exercise the following rights and responsibilities:

1. Determine, in accordance with their needs, the personnel lists and qualification requirements of positions to be filled by local labor personnel, establish the levels of compensation, including bonuses and fringe benefits, as well as transmit such determinations to the Spanish Military Administration. The level of compensation for a position shall not be less than as established for each position by the Spanish Regulations.

2. Determine the selection for appointment as local labor personnel, on a temporary or indefinite basis, as defined by the Spanish Regulations, from among persons referred by the Spanish Military Administration. On an exceptional basis, the United States Forces may directly recruit and select persons for appointment to positions having a technical nature or specialized requirements, and, in coordination with the Spanish Military Administration, to positions in labor shortage categories. Persons directly recruited by the United States Forces must satisfy the conditions required of non-civil service civilian personnel of the Spanish Military Administration. Any person whose prior utilization by the United States Forces was involuntarily terminated other than for cause will be given priority consideration in the selection process.

3. Notify the Spanish Military Administration of the selection of personnel, and request appointment and detail of persons so selected by the United States Forces.

4. Determine, in accordance with the Spanish Regulations, reassessments, promotions and terminations of utilization and notify the Spanish Military Administration thereof.

5. Exercise disciplinary authority for minor faults as defined in the Spanish Regulations, and report the steps taken to the Spanish Military Administration.

6. Initiate disciplinary actions for other than minor faults, conduct preliminary proceedings to verify the facts, forward a record of such proceedings to the Spanish Military Administration, participate in the formal proceedings and propose an appropriate resolution to the Spanish authorities.

7. Organize the work of local labor personnel in order to take care of the needs of their own service most efficiently, specifying working schedules and vacation periods. In no case may vacation periods be less than the minimums required by the Spanish Regulations.

8. Adopt pertinent measures for the training and developing of local labor personnel.

9. Prepare local labor personnel payrolls and submit them in due time to the Spanish Military Administration.

10. Make available to the Spanish Military Administration the necessary funds to meet payments to the local labor personnel of the remuneration referred to in Article XXXV, paragraph 5, and the legally recognized compensation, as well as the administrative expenses incurred as agreed by the Joint Committee for Politico-Military Administrative Affairs.

Article XXXVII

1. When it is necessary to reduce the number of local labor personnel, the United States Forces shall notify the Spanish Military Administration not less than 15 calendar days prior to the issuance of notices to employees affected by the reduction, unless the reduction is necessitated by actions of the Government of Spain. When circumstances permit, longer advance notice will be given to the Spanish Military Administration in order to facilitate planning to assist employees in finding other employment. Such notification shall include the reason for the reduction in force and a projection as to how it will affect the percentage of

employees at the installations. The Spanish Military Administration and the United States Forces shall at the request of either side consult with respect to the proposed reduction in force. Each reduction-in-force notice given to local labor personnel shall specify an employment termination date at least 30 calendar days, exclusive of the date of receipt, from the date of delivery of the notice.

2. Local labor personnel whose utilization is terminated by a reduction in force shall be entitled to severance pay for permanent termination of services as provided in the Spanish Regulations, which amount shall be paid by the Spanish Military Administration who shall be reimbursed by the United States military authorities. The same procedures shall apply in the case of termination of utilization of local labor personnel because of the expiration of the Treaty.

3. For the purpose of determining the severance pay referred to in paragraph 2 of this Article, only continuous employment by the United States Forces prior to April 1, 1973, for which no previous severance pay has been granted, and service rendered as local labor personnel shall be credited. This provision shall not include service rendered prior to September 26, 1970, by workers who, although having been employed by the United States Forces during the period of such service, were not so employed on September 25, 1970.

Article XXXVIII

1. The provisions of this Section shall not apply to:

a. Functions or activities of the Embassy of the United States, the United States Information Agency, the Office of the Defense Attaché of the United States, the Military Assistance Advisory Group (MAAG), the Joint United States Military Group (JUSMG), or the Liaison Offices of the United States Forces in Spain.

b. Employees of contractors or concessionaires performing work in Spain for the United States Forces.

c. Employees hired privately by members of the United States Personnel in Spain.

2. Employees referred to in subparagraph 1.b. above, except those who are employees of United States contractors and are nationals of or ordinarily resident in the United States, and the employees referred to in subparagraph 1.c. above shall be fully subject to Spanish labor legislation.

3. The Government of the United States and its armed forces and their organizations, units, agencies or instrumentalities and members shall not be subject to Spanish court actions instituted by local labor personnel or by any person previously employed by the United States Forces, based on claims arising from their employment or from their utilization pursuant to the provisions of this Section.

Article XXXIX

In regard to the labor relationship covered by this Section, the Joint Committee for Politico-Military Administrative Affairs shall exercise the following authority:

1. Propose to the Spanish Government such rules as it deems pertinent for adapting the Spanish Regulations, and their supplementary rules, to the special conditions of

employment of local labor personnel; these rules shall be sufficiently precise to guarantee United States participation in labor cases for the imposition of disciplinary sanctions on local labor personnel.

2. To consult and report to the Spanish military authorities prior to the rendering of Spanish administrative decisions pertaining to monetary and administrative claims involving local labor personnel and arising from their utilization by the United States Forces.

3. To consult and agree on the consequences for both Governments of final decisions by the Spanish authorities regarding claims referred to in paragraph 2 of this Article. Such consequences may include sharing by Spain and the United States of the payment of monetary awards, and appropriate resolution of questions relating to the further utilization by the United States Forces of local labor personnel affected by such decisions.

SECTION IV

CUSTOMS AND FISCAL MATTERS

Article XL

1. The importation of materiel, equipment, supplies, provisions and other property into Spain by the United States Forces for official purposes in the exercise of the functions authorized in Supplementary Agreement Number Six shall be exempt from all Spanish taxes, duties and charges. Similarly, the acquisition of such property within Spain by the United States Forces for the same purposes shall be exempt from all Spanish taxes, duties and charges. The exemptions provided in this paragraph also extend to any tax, duty or charge which would otherwise be assessed upon such property after its importation or acquisition by the United States Forces.

2. The exportation from Spain by the United States Forces of the materiel, equipment, supplies, provisions and other property referred to in paragraph 1 of this Article shall be exempt from all Spanish taxes, duties and charges.

3. The exemptions provided in paragraphs 1 and 2 of this Article shall also apply to materiel, equipment, supplies, provisions and other property required by a contractor of the Government of the United States for the execution of contracts for the United States Forces. However, contractors who are resident in Spain may not import passenger vehicles duty free under this Article.

These exemptions shall also apply to projects funded jointly by Spain and the United States or for which the United States contributes funds for the purposes of the Treaty.

The exemptions provided by this paragraph shall apply for the duration of such contracts, and to subsequent exportation from Spain.

Article XLI

1. Property imported into Spain duty-free by contractors of the United States may not, while in Spain, be transferred, sold, donated, ceded, leased, or mortgaged to persons or entities in Spain other than the United States Forces, nor may such property be used for purposes other than in the exercise of the functions authorized in Supplementary Agreement Number Six, unless such transaction or use is agreed upon by the appropriate Spanish authorities. A contractor of the United States may, however, make available to his subcontractor, on a temporary basis, property imported into Spain duty free, for the sole purpose of execution of contracts for the United States Forces.

2. The United States military authorities will include in each contract which requires the importation of contractor-owned materiels or equipment a clause providing for the establishment of a fund should such materiels or equipment not be properly accounted for, exported, or disposed of in accordance with Spanish law. This fund will be provided by withholding a portion of contract payments, by requiring

the contractor to furnish a Spanish bank guaranty, or by other appropriate means. The size of the fund will be specified in each such contract and will be sufficiently large to cover any probable liability or payment to the Spanish Ministry of Finance on the part of contractors, up to 5% of the total value of the contract. This fund will not be released to the contractor without the approval of the Director General of Customs.

Article XLII

1. Personal effects, household goods and furniture intended for the exclusive use of members of the United States Forces may be imported into and retained in Spain free of all duties and other import charges during the entire period of duty of such members in Spain, and such property shall, without prejudice to the exemptions provided by this Article be considered as temporarily imported property for Spanish tax and customs purposes. Each member of the United States Forces may own and maintain, at any one time, a single motor vehicle imported under this exemption.

2. The property referred to in Paragraph 1 of this Article may not be transferred or in any other way ceded or rented to persons in Spain not entitled to import such property duty free, unless such transfer or use is agreed upon by the appropriate Spanish authorities.

3. The exportation of property referred to in paragraph 1 of this Article or acquired in Spain for the owner's personal use shall be free of all duties and other charges.

Article XLIII

1. Periods during which persons are in Spanish territory solely by reason of being United States Personnel in Spain shall not be considered as periods of legal residence or domicile in Spain for the purpose of taxation under Spanish legislation.

2. United States Personnel in Spain shall not be liable to pay any tax to the Spanish state, autonomous agencies, or Spanish local entities, on income received as a result of their service with or employment by the United States Forces, including the organizations referred to in Article XLIV of this Agreement, nor on income derived from sources located outside of Spain. None of the provisions of this paragraph shall prevent United States Personnel in Spain from paying taxes on profits derived from any enterprise in Spain, except the above-mentioned service or employment, during their stay in Spain.

3. The acquisition of goods and services in the Spanish market by United States Personnel in Spain for personal purposes shall be subject to applicable Spanish taxes. United States Personnel in Spain, however, shall not be liable to pay any tax to the Spanish state, autonomous agencies, or Spanish local entities, on the ownership, possession, use, transfer to other members of the United States Personnel in Spain, or transfer by death of their movable property imported into Spain or acquired there for their personal use.

4. In addition to an automobile imported under Article XLII of this Agreement, each member of the United States Forces shall be entitled to own and maintain, at any one

time, one automobile of Spanish manufacture purchased in Spain in accordance with special arrangements, and free of the Spanish luxury tax.

Article XLIV

1. Military service exchanges, commissaries, mess halls, social centers and recreational service areas established by the United States Forces for the use of United States Personnel in Spain shall be exempt from Spanish taxes or charges of any kind. The importation, exportation, purchase, or sale to United States Personnel in Spain of goods and other property by or on behalf of these organizations shall be exempt from Spanish taxes, duties and other charges.

2. The Joint Committee for Politico-Military Administrative Affairs shall adopt appropriate measures to prevent the sale of goods and property imported or acquired in Spain by the organizations referred to in paragraph 1 of this Article to persons who are not authorized to patronize such organizations. The importation of alcoholic beverages and tobacco by these organizations will be subject to quotas established by the aforesaid Joint Committee after consultation with Spanish customs authorities.

3. The importation by the aforementioned organizations of items of significant value, such as major electrical appliances, phonographs, radios, television sets, cameras and photographic projectors, will, without prejudice to

the exemptions provided by this Agreement, be considered as temporarily imported property for Spanish tax and customs purposes. The sale, exportation or other legal manner of disposition of such items will be strictly regulated by the United States Forces, and sales by the aforementioned organizations will be subject to quotas established by the aforesaid Joint Committee after consultation with Spanish customs authorities. United States military authorities shall make available to Spanish customs authorities records of sales of these items by such organizations, and shall cooperate fully by joining with Spanish customs authorities in inspections of the organizations and in the investigation of abuses of customs matters. In cases of improper disposition of such items, United States military authorities shall render all assistance within their power to Spanish customs authorities in the collection of any resulting duties and penalties.

Article XLV

Property imported or exported pursuant to the provisions of Articles XL, XLII or XLIV of this Agreement will be subject to customs formalities in the manner agreed to by the appropriate authorities of the two Governments, through the Joint Committee for Politico-Military Administrative Affairs.

Article XLVI

1. Persons who are nationals of or ordinarily resident in the United States and who are not residents of Spain,

and whose presence in Spain is solely for the purpose of executing contracts with the United States for the benefit of the United States Forces or the Spanish Armed Forces in the exercise of the functions authorized in Supplementary Agreement Number Six shall be designated to the Joint Committee for Politico-Military Administrative Affairs by the military authorities of the United States.

2. Persons designated by the military authorities of the United States as provided in paragraph 1 of this Article shall be accorded the same treatment as members of the United States Forces under the following provisions of this Agreement:

a. if authorized by the authorities of the United States, the use of the postal facilities referred to in Article XI and the organizations referred to in Articles XII and XLIV; and

b. the exemptions from duties and taxes contained in Article XLII and paragraphs 1 and 3 of Article XLIII.

3. Persons designated by the military authorities of the United States as provided in paragraph 1 of this Article shall be exempt from the laws and regulations of Spain with respect to the terms and conditions of their employment and licensing and registration of businesses and corporations.

4. The designation referred to in paragraph 1 of this Article shall be withdrawn by the military authorities of the United States when such persons are:

a. no longer or not exclusively executing contracts with the United States for the United States Forces or the Spanish Forces, or

b. engaged in practices illegal in Spain.

Article XLVII

The two Governments shall endeavor to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of the provisions of this Section.

FINAL ARTICLE

1. Each Government will adopt such measures as are necessary for the implementation of the provisions of this Agreement.

2. Any procedural annex concluded by the two Governments with respect to this Agreement shall form an integral and binding part hereof.

3. This Agreement will enter into force contemporaneously with the Treaty of Friendship and Cooperation of January 24, 1976, [¹] and remain in force with it and thereafter in accordance with Article VIII of the Treaty of Friendship and Cooperation.

DONE in Madrid, this 31st day of January, 1976, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

 [²]
Wells Stabler

FOR THE GOVERNMENT OF SPAIN:

 [³]
J. Areilza

¹ Sept. 21, 1976.

² Wells Stabler

³ J. Areilza

ACUERDO DE DESARROLLO DEL TRATADO DE AMISTAD Y COOPERACION
ENTRE ESPANA Y LOS ESTADOS UNIDOS DE AMERICA DE 24 DE ENERO DE 1976

PREAMBULO

A fin de desarrollar el Artículo V del Tratado de Amistad y Cooperación entre España y los Estados Unidos de América de fecha 24 de enero de 1976 y sus Acuerdos Complementarios, los Gobiernos de España y de los Estados Unidos han convenido lo siguiente:

DEFINICIONES

A los fines de este Acuerdo, los términos utilizados en el mismo y en los Anexos de Procedimiento tendrán la siguiente significación:

1. Facilidades. Este término significa terrenos y construcciones dentro de las instalaciones militares españolas y que son propiedad del Gobierno español.

2. Personal de los Estados Unidos en España. Este término significa cualquier persona incluida en cada una de las tres categorías de personal siguientes:

a. Miembros de las fuerzas de los Estados Unidos:

Este término significa:

1) Personal Militar: Este término significa el personal perteniente a las Fuerzas Armadas de tierra, mar o aire de los Estados Unidos que esté destinado permanente o temporalmente en España, en cumplimiento de órdenes militares para la ejecución de obligaciones oficiales, de conformidad con el Tratado y comprendido dentro del nivel de fuerzas establecido mediante acuerdo con el Gobierno español.

2) Empleados Civiles: Este término significa personal no militar de nacionalidad de los Estados Unidos, o normalmente residente en dicho país, que esté empleado en España por las fuerzas de los Estados Unidos, esté o no remunerado con cargo a consignaciones presupuestarias.

3) Otro personal civil: Este término significa empleados de organizaciones que no sean comerciales ni españolas, enumeradas más adelante, o que en lo sucesivo puedan ser acordadas a través del Comité Conjunto para Asuntos Político-Militares Administrativos, que sean de nacionalidad o normalmente residentes en los Estados Unidos y que solamente con el fin de contribuir al bienestar, el espíritu o la educación de las fuerzas de los Estados Unidos, acompañan a estas fuerzas en España. Estas organizaciones incluyen:

- a) Cruz Roja Americana;
- b) Universidad de Maryland;
- c) Universidad de California del Sur;
- d) Organización de Servicios Unificados.

4) Personas a cargo: Este término significa los miembros de las familias de las personas incluidas en los apartados 1), 2) y 3) citados que dependan para su subsistencia de las mismas y que estén en territorio español, y, en todo caso, el cónyuge y los hijos menores de dichas personas en territorio español.

b. Personal en ejercicios o maniobras en España: Este término significa el personal de las Fuerzas Armadas de tierra, mar o aire de los Estados Unidos que se encuentra temporalmente en España para la realización de ejercicios militares o maniobras, previamente autorizados por el Gobierno español.

c. Miembros de Unidades en Visita: Este término significa el personal de las Fuerzas Armadas de tierra, mar o aire de los Estados Unidos que entren en España en carácter temporal a bordo de buques o aeronaves pertenecientes a las mencionadas fuerzas o totalmente fletadas por ellas, que estén en territorio español en visita o con el fin de facilitar o recibir apoyo logístico de las fuerzas de los Estados Unidos.

3. Unidad Militar: Este término significa un mando o elemento operativo, logístico o administrativo de las Fuerzas Armadas de tierra, mar o aire de los Estados Unidos que:

a) de conformidad con el Tratado está estacionado en España, bien para el mantenimiento de una facilidad utilizada por las fuerzas de los Estados Unidos en una instalación militar española o bien con objeto de operaciones, entrenamientos u otras actividades militares, incluso en régimen rotacional, pero dentro de los niveles específicos acordados; o,

b) que, sin estar incluida en el supuesto anterior, utilice dichas facilidades, de conformidad con el Tratado para fines militares autorizados.

SECCION I

CUESTIONES ADMINISTRATIVAS Y MILITARES

Artículo I

1. De conformidad con lo establecido en el Tratado, el Gobierno de España ha autorizado al de los Estados Unidos el uso y mantenimiento, para fines

militares, de determinadas facilidades en instalaciones militares españolas según acuerdo entre ambos Gobiernos.

2. Se autoriza a las fuerzas de los Estados Unidos el arrendamiento de locales para viviendas y oficinas, así como contratar los servicios necesarios para las mismas. Cualquier otro contrato de arrendamiento o de prestación de servicios con particulares en España, deberá ser autorizado por el Comité Conjunto para Asuntos Político-Militares Administrativos. Los locales objeto de estos arrendamientos o contratos no serán considerados como instalaciones militares ni facilidades, a los efectos de esta Sección.

3. Las fuerzas de los Estados Unidos no introducirán ni almacenarán en territorio español ninguna munición tóxica química, asfixiante o agentes de guerra tóxico químicos, elementos de guerra biológicos, ni armas tóxicas o agentes tóxicos de origen biológico o químico, o armas nucleares o sus componentes nucleares.

Artículo II

1. El Consejo Hispano-Norteamericano revisará y aprobará a propuesta de las Fuerzas de los Estados Unidos las obras y construcciones de importancia, el montaje de nuevos equipos de entidad sustancial, variaciones significativas en la forma o grado de utilización de las facilidades o cambios en la finalidad para la cual una facilidad es utilizada, si ese cambio de finalidad es considerado por las Autoridades militares españolas perjudicial para sus actividades.

2. Los gastos de las actividades a que hace referencia el párrafo anterior serán por cuenta del Gobierno de los Estados Unidos, salvo en caso de que medie acuerdo en contrario por parte de ambos Gobiernos.

Artículo III

Los gastos de entrenamiento, servicio, material y abastecimiento necesarios para el ejercicio de las funciones autorizadas en instalaciones militares españolas por el Tratado serán repartidos entre los dos Gobiernos de una forma equitativa tal y como se acuerde mutuamente.

Artículo IV

El Gobierno español asume la obligación de adoptar las medidas de seguridad que garanticen el ejercicio de las funciones citadas en el Tratado y el Gobierno de los Estados Unidos será responsable de la adecuada vigilancia y protección de su personal, equipos y material.

Las medidas de seguridad que adopte cada Gobierno para el cumplimiento de las previsiones de este Artículo, y de los correspondientes Anexos de Procedimiento serán determinadas en cada caso por las Autoridades Militares apropiadas de España y de los Estados Unidos, siguiendo los procedimientos establecidos por el Comité Conjunto para Asuntos Político-Militares Administrativos.

Artículo V

En toda instalación militar española en la que las fuerzas de los Estados Unidos tengan concedidas facilidades, el Comité Conjunto para Asuntos Político-Militares Administrativos preparará, dentro de un período de tres meses, las directrices generales que serán posteriormente puestas en práctica por los mandos españoles de las bases, en unión de los mandos de las fuerzas de los Estados Unidos allí estacionadas, con el fin de coordinar los servicios, el mantenimiento, la administración, el tráfico y otros asuntos similares de interés mutuo.

Artículo VI

1. Cuando el Gobierno de los Estados Unidos proyecte una retirada sustancial de sus equipos, en una instalación militar española o la suspensión del uso para el cual dicha facilidad fue autorizada, lo comunicará a través del Comité Militar Conjunto, en el que podrán celebrarse consultas a requerimiento de cualquiera de los dos países. Si el Comité Militar Conjunto determina que dicha retirada o suspensión traería consigo consecuencias adversas para la seguridad y fuera incapaz de resolver el asunto, los dos Gobiernos sostendrán consultas inmediatas al objeto de adoptar las medidas apropiadas.

2. Si las Autoridades militares de los Estados Unidos deciden antes de la expiración del Tratado, o al finalizar el mismo, enajenar cualquier equipo, material o suministros de las fuerzas de los Estados Unidos en territorio español y que hayan sido calificados como sobrantes por las Autoridades de los Estados Unidos, se concederá a las Autoridades españolas derecho preferente de compra de tal propiedad ante cualquier otra oferta de adquisición. Cualquier transferencia que se efectúe de acuerdo con este párrafo será tramitada según procedimientos establecidos por el Comité Conjunto para Asuntos Político-Militares Administrativos.

3. Las Autoridades españolas, podrán proponer la adquisición de cualquier otro equipo, material o suministro en exceso de las necesidades de las fuerzas de los Estados Unidos, incluidos los afectados por la finalización del Tratado.

Si las Autoridades de los Estados Unidos accedieran a la enajenación propuesta, ésta será tramitada de acuerdo con procedimientos establecidos por el Comité Conjunto para Asuntos Político-Militares Administrativos.

4. Las fuerzas de los Estados Unidos pueden retirar de cualquier facilidad utilizada por ellas, todos sus bienes, equipos y material, incluyendo estructuras fácilmente desmontables y otros bienes susceptibles de ser retirados. Sin embargo, las instalaciones para la producción o distribución de agua, electricidad y gas, sistemas de calefacción central y de aire acondicionado, y otras instalaciones fijas similares, que formen una parte permanente e integrante de los bienes inmuebles, no podrán ser retiradas. Si la retirada está motivada por el abandono de una facilidad, las fuerzas de los Estados Unidos dejarán las tierras y construcciones permanentes afectadas en condiciones de ser utilizadas por las Autoridades españolas, entendiendo que el Gobierno de los Estados Unidos no incurrirá en ningún gasto adicional por este motivo. En la realización de tales retiradas, las fuerzas de los Estados Unidos ejercitarán una diligencia razonable para evitar daños a las construcciones permanentes.

5. Cualquier equipo, material o suministro que no haya sido adquirido por las Autoridades españolas u otra persona en España, de acuerdo con los párrafos 2 y 3 de este Artículo habrá de ser retirado de España por los Estados Unidos antes de finalizar el periodo de retirada previsto en el Tratado.

6. A menos que se acuerde lo contrario por las Autoridades competentes de ambos Gobiernos, toda facilidad utilizada por las Fuerzas de los Estados Unidos y puesta a su disposición por las Autoridades españolas en una instalación militar española o en relación con la misma, será devuelta al Gobierno de España cuando no sea ya necesaria para ninguno de los propósitos para los que fueron facilitadas. Las fuerzas de los Estados Unidos reexaminarán en todo momento sus necesidades de uso de facilidades con vistas a su posible devolución. Las facilidades devueltas al Gobierno español no se emplearán para fines que puedan interferir con otras facilidades o actividades de las fuerzas de los Estados Unidos.

Artículo VII

1. Para el ejercicio de las funciones autorizadas en el Tratado, todo proyecto, obra o construcción será realizado por personal de las fuerzas de los Estados Unidos cuya presencia en España haya sido autorizada o por contratistas españoles que reunan los requisitos establecidos por el Gobierno español para la ejecución de análogas obras públicas para el Gobierno español, y que sean capaces de realizar el trabajo en las condiciones exigidas, bien directamente o bien a través

de un contratista principal de los Estados Unidos seleccionado por el Gobierno de los Estados Unidos.

2. Cuando no sea posible realizar la obra en la forma establecida en el párrafo precedente, el Comité Conjunto para Asuntos Político-Militares Administrativos podrá, como caso excepcional, autorizar su realización mediante concurso realizado fuera de España, reservándose en todo caso la aprobación de la adjudicación hecha por los Estados Unidos si el concursante elegido resultase ser de terceros países.

3. En los proyectos, trabajos y construcciones citados en este Artículo, se emplearán material, mano de obra y equipos españoles, siempre que ello sea factible, de acuerdo con los requisitos de los Estados Unidos en cada caso según las especificaciones del contrato puestas de manifiesto en los pliegos de condiciones de oferta publicados por las Autoridades de los Estados Unidos.

Artículo VIII

1. Los buques, aviones o vehículos de las fuerzas de tierra, mar o aire, de los Estados Unidos, así como otros buques y aeronaves de los Estados Unidos fletados totalmente por dichas fuerzas, que actúen exclusivamente en cumplimiento de funciones autorizadas por el Tratado, podrán entrar y salir de España, en las instalaciones militares españolas en las que existen facilidades cuyo uso haya sido autorizado a las fuerzas de los Estados Unidos por el Tratado, o en otras localidades como se establece en los Anexos de Procedimiento. Asimismo, y con sujeción a las mismas condiciones, los citados buques, aviones o vehículos podrán realizar los movimientos de traslado necesarios entre instalaciones militares españolas y entre estas y otras localidades.

2. Las Unidades Militares estacionadas en España podrán realizar movimientos dentro del territorio español, sus aguas jurisdiccionales y su espacio aéreo, cuando tales movimientos sean realizados a los fines del Tratado. Estos movimientos se realizarán de acuerdo con los apropiados Anexos de Procedimiento a este Acuerdo y con las normas generales de tráfico terrestre, marítimo y aéreo en vigor en España. Cualquier movimiento que no esté incluido en las previsiones de los Anexos, requerirá la autorización del Comité Conjunto para Asuntos Político-Militares Administrativos. El Comité Conjunto para Asuntos Político-Militares Administrativos será informado con anticipación de cualquier movimiento importante, y tramitará las consultas necesarias para evitar cualquier interferencia con las actividades normales españolas.

3. Otros buques, aviones y vehículos podrán, a los fines del Tratado, entrar, salir o permanecer en las proximidades de las instalaciones militares españolas, siguiendo las previsiones y medidas de seguridad que para cada localidad se hayan acordado por el Comité Conjunto para Asuntos Político-Militares Administrativos, reservándose para sí mismo el Gobierno español el derecho de voto en relación con buques, aviones o vehículos de terceros países.

4. El Gobierno español se reserva el normal derecho a establecer en su territorio, aguas o espacio aéreo, las zonas de acceso prohibido o restringido que estime procedente. La delimitación de estas zonas será comunicada a las fuerzas de los Estados Unidos a través del Comité Conjunto para Asuntos Político-Militares Administrativos en cada caso. El Comité gestionará la concesión de excepción a esta disposición cuando sea solicitada por las fuerzas de los Estados Unidos establecidas en España.

5. Los movimientos de buques de propulsión nuclear en aguas jurisdiccionales de España, así como su entrada y salida de puertos españoles no se consideraran incluidos en las previsiones de los párrafos precedentes; estos movimientos se realizarán de acuerdo con las autorizaciones que conceda el Gobierno español, que serán tramitadas a través del Comité Conjunto para Asuntos Político-Militares Administrativos.

Artículo IX

Para el ejercicio de las funciones autorizadas en el Tratado, las fuerzas de los Estados Unidos, incluidas dentro del nivel de fuerzas establecido por acuerdo entre ambos Gobiernos, y otras Unidades Militares cuya presencia en España haya sido especialmente autorizada, podrán usar los servicios públicos de España, en los mismos términos que lo hagan las fuerzas militares españolas.

Artículo X

1. Los servicios de Sanidad de ambos países cooperarán, en caso necesario, en el estudio y adopción de las medidas relacionadas con el mantenimiento en condiciones adecuadas de salubridad de las zonas próximas a las instalaciones militares españolas.

2. El Mando español de la instalación y los Jefes Militares de las fuerzas de los Estados Unidos tendrán especial cuidado en evitar cualquier clase de contaminación del medio ambiente, así como de las aguas próximas.

3. En caso necesario los Jefes Militares adoptarán las medidas adecuadas de acuerdo con sus respectivos servicios sanitarios y de todo tipo, para preservar y purificar el medio ambiente y las aguas próximas. Los Jefes de las fuerzas de los Estados Unidos serán informados a través del Comité Conjunto para Asuntos Político-Militares Administrativos de las leyes españolas y medidas aplicables en relación con la protección del medio ambiente.

Artículo XI

1. Los Estados Unidos podrán establecer, mantener y utilizar dentro de las facilidades usadas y mantenidas por las fuerzas de los Estados Unidos en instalaciones militares españolas, estafetas militares de correos, para su utilización por el personal de los Estados Unidos en España en la transmisión de correo entre las tales estafetas en España y entre las mismas y otras oficinas de correos de los Estados Unidos.

2. El transporte, dentro del territorio español, de este correo podrá realizarse en sacas precintadas, si se ajustan a las normas de identificación que apruebe el Comité Conjunto para Asuntos Político-Militares Administrativos.

Artículo XII

1. Las fuerzas de los Estados Unidos podrán establecer, mantener y utilizar, dentro de las facilidades por ellas utilizadas y mantenidas en las instalaciones militares españolas y en coordinación con los mandos españoles de las mismas, economatos, comedores, centros sociales y recreativos para ser utilizados por el personal de los Estados Unidos en España.

2. Las Autoridades militares de los Estados Unidos, de acuerdo con las Autoridades militares españolas, adoptarán medidas adecuadas para impedir cualquier uso indebido de estos servicios.

Artículo XIII

1. Para el ejercicio de las funciones autorizadas en el Tratado, las Autoridades de los Estados Unidos pueden destinar y mantener en territorio español, como miembros de las fuerzas de los Estados Unidos, el personal militar y civil, así como sus personas a cargo, que sea necesario para el mantenimiento y apoyo de las facilidades acordadas, y para el uso de las facilidades acordadas como base

operativa, logística y de adiestramiento para las fuerzas de los Estados Unidos.

Las Autoridades de los Estados Unidos remitirán al Comité Conjunto para Asuntos Político-Militares Administrativos trimestralmente: a) un estado del numero del personal civil y militar de las fuerzas de los Estados Unidos estacionadas en España; b) una lista de los nombres de los súbditos de terceros países que estén empleados en España por las fuerzas de los Estados Unidos, bien pagados de fondos asignados o no asignados; y c) una lista de los nombres de los súbditos de terceros países que estén empleados en España por organizaciones no comerciales y no españolas, mencionadas en el párrafo 2.a. 3) de las Definiciones de este Acuerdo.

2. Las fuerzas de los Estados Unidos podrán traer a territorio español un numero limitado de personas de nacionalidad de terceros países que posean determinados conocimientos requeridos, pero sólo para su utilización por las fuerzas de los Estados Unidos o sus constructores. A las Autoridades españolas se les proporcionará a través del Comité Conjunto para Asuntos Político-Militares Administrativos, una lista de los nombres y nacionalidad del mencionado personal civil, reservándose dichas Autoridades el derecho a no autorizar su entrada en España. Las decisiones en este caso se adoptarán tan pronto como sea posible con el fin de no causar impedimentos innecesarios y retrasos en los movimientos del personal escogido por las Autoridades Militares de los Estados Unidos.

3. Los miembros militares del personal de los Estados Unidos en España podrán entrar en territorio español mostrando su tarjeta de identificación militar y una copia de sus órdenes de destino militares. Una copia de esta tarjeta de identificación militar será facilitada a las Autoridades españolas a través del Comité Conjunto para Asuntos Político-Militares Administrativos.

4. El sistema normal de pasaportes en vigor en la Legislación española será de aplicación a los miembros civiles del personal de los Estados Unidos en España, aunque tales personas estarán exentas de la obtención de visados o registro de extranjeros.

5. Las normas que regulen la identificación oficial del personal de los Estados Unidos en España subsiguiente a su entrada inicial serán establecidas en los Anexos de Procedimiento.

6. Si una vez en territorio español, cualquier miembro del personal de los Estados Unidos en España perdiera su estatuto, las Autoridades de los Estados Unidos lo notificarán a las Autoridades españolas a través del Comité Conjunto para Asuntos Políticos-Militares Administrativos, y el sujeto perderá automáticamente todos los privilegios establecidos bajo este Acuerdo. Las Autoridades

Militares de los Estados Unidos se asegurarán de que todo personal que sea separado del servicio militar estando en España se encuentre en posesión de un pasaporte válido con el oportuno visado de las Autoridades españolas.

En el caso de que una persona que haya entrado en España con pasaporte, desee permanecer en España, las Autoridades de los Estados Unidos, siempre que sea posible, cooperarán con las Autoridades españolas para asegurar que el cambio de estatuto del sujeto quede reflejado en su pasaporte. Si dentro de un periodo de sesenta días de la notificación referida anteriormente, un ex-miembro del personal de los Estados Unidos en España fuese requerido por las Autoridades españolas para abandonar España, las Autoridades de los Estados Unidos tomarán las medidas adecuadas para que le sea facilitado el oportuno medio de transporte para salir de España dentro de un periodo de tiempo razonable sin costo para el Gobierno español.

SECCION IIJURISDICCION PENAL Y RECLAMACIONESArtículo XIV

El personal de los Estados Unidos en España está obligado a respetar el Derecho vigente en España y a abstenerse de toda actividad incompatible con el espíritu del Tratado existente entre España y los Estados Unidos y, en especial, de toda actividad política en España. Los Estados Unidos asumen la obligación de adoptar las medidas necesarias a este fin.

Artículo XV

1. De acuerdo con las disposiciones de esta Sección:

a) Las Autoridades Militares de los Estados Unidos tendrán derecho a ejercer en territorio bajo jurisdicción española, las facultades de jurisdicción penal y disciplinaria que les concede el Derecho de los Estados Unidos sobre el personal de los Estados Unidos en España, por las infracciones punibles según el Derecho Militar de los Estados Unidos;

b) Las Autoridades de España tendrán derecho a ejercer jurisdicción sobre el personal de los Estados Unidos en España, en relación con las infracciones cometidas en territorio bajo jurisdicción española punibles según el Derecho de España.

2. a) Las Autoridades Militares de los Estados Unidos tendrán derecho a ejercer jurisdicción exclusiva sobre el personal de los Estados Unidos en España, en relación con las infracciones, incluidas las relativas a su seguridad, punibles según el Derecho de los Estados Unidos pero no según el Derecho de España;

b) Las Autoridades de España tendrán derecho a ejercer jurisdicción exclusiva sobre el personal de los Estados Unidos en España, respecto de las infracciones, incluidas las relativas a la seguridad de España, punibles según su Derecho pero no según el Derecho de los Estados Unidos;

c) A los efectos de este párrafo y del Apartado 3 de este Artículo, se considerarán infracciones contra la seguridad de un Estado:

1) la traición contra el Estado;

2) el sabotaje, el espionaje o la violación de cualquier disposición relativa a secretos oficiales del Estado o secretos relativos a su defensa nacional.

3. Al único efecto de determinar si una acción u omisión constituye una infracción punible según el Derecho de España o según el Derecho Militar de los Estados Unidos o según ambos, la interpretación del Derecho de España por las Autoridades españolas será aceptada por el Gobierno de los Estados Unidos y la interpretación del Derecho Militar de los Estados Unidos por las Autoridades de los Estados Unidos será aceptada por las Autoridades españolas. Cuando, por aplicación de esta disposición, se determine que una acción u omisión constituye una infracción punible tanto por el Derecho de España como por el Derecho Militar de los Estados Unidos, occasionándose por ello la existencia de derechos concurrentes al ejercicio de jurisdicción, se aplicarán las siguientes normas:

a) las Autoridades Militares de los Estados Unidos tendrán derecho preferente al ejercicio de jurisdicción sobre el personal de los Estados Unidos en España sujeto al Derecho Militar de los Estados Unidos, por las siguientes infracciones punibles según dicho Derecho:

1) infracciones cometidas exclusivamente contra la propiedad o la seguridad de los Estados Unidos o infracciones cometidas exclusivamente contra la persona o los bienes de un miembro del personal de los Estados Unidos en España;

2) infracciones cometidas con ocasión de cualquier acción u omisión en el desempeño de acto de servicio;

b) las Autoridades de España tendrán derecho preferente al ejercicio de jurisdicción sobre el personal de los Estados Unidos en España en relación con:

1) infracciones no incluidas en la disposición del Apartado 3, párrafo a), número 2, de este Artículo, cometidas exclusivamente contra la propiedad o la seguridad del Estado español o exclusivamente contra la persona o los bienes de nacionales españoles;

2) cualquier otra infracción sobre la cual las Autoridades Militares de los Estados Unidos no tengan derecho preferente al ejercicio de jurisdicción, según el Apartado 3, párrafo a), de este Artículo.

4. Para la adecuada protección de la disciplina militar, siempre que personal militar, miembro de las fuerzas de los Estados Unidos en España hubiera de ser sometido a los Tribunales españoles, solo serán competentes para juzgarlo los Tribunales de la jurisdicción ordinaria.

Artículo XVI

1. Cuando un miembro del personal de los Estados Unidos en España, que no sea una persona a cargo, sea acusado de una infracción por las Autoridades españolas, las Autoridades Militares de los Estados Unidos, si las circunstancias lo justifican, expedirán un certificado acreditando el hecho de que la citada infracción tuvo su origen en una acción u omisión habida durante la realización de acto de servicio. Dicho certificado será transmitido a las Autoridades españolas competentes, quienes lo considerarán prueba suficiente de tal hecho a los efectos del Artículo XV Apartado 3, párrafo a), numero 2, de esta Sección, sin perjuicio de las disposiciones del Apartado 2 de este Artículo.

2. En los casos en que las Autoridades competentes de España consideren necesaria la discusión de un certificado de acto de servicio, expedido de acuerdo con las disposiciones del Apartado 1 de este Artículo, esta cuestión se someterá a la revisión del Comité Conjunto para Asuntos Político-Militares Administrativos, siempre que la petición de revisión sea recibida por el Comité durante los diez días siguientes a la recepción de dicho certificado por las Autoridades españolas. No obstante, si durante este periodo de diez días las Autoridades españolas notifiquen al Comité que, por razones específicas, desean realizar una consideración más detenida del asunto, dichas Autoridades dispondrán de un periodo adicional de diez días para presentar al Comité la petición de revisión. El Comité concluirá su revisión con carácter de urgencia y, en cualquier caso, dentro de un periodo de treinta días a partir de la recepción de la petición de revisión.

Artículo XVII

Si el Gobierno que tenga la primacía de derecho a ejercer jurisdicción bajo el párrafo 3 del Artículo XV de este Acuerdo decide no ejercer jurisdicción, notificará de ello a las Autoridades del otro Gobierno tan pronto como sea posible. Las Autoridades del Gobierno que tenga primacía de derecho acogerán favorablemente las peticiones de renuncia de su derecho por parte de las Autoridades del otro Gobierno.

Artículo XVIII

1. Las Autoridades Militares de los Estados Unidos y las Autoridades de España, dentro de los límites de sus respectivas facultades legales, se asistirán recíprocamente en el arresto de los miembros del personal de los Estados Unidos en España que se encuentren en territorio español.

2. Las Autoridades de España notificarán urgentemente a las Autoridades Militares de los Estados Unidos el arresto de cualquier miembro del personal de los Estados Unidos en España.

3. La custodia de un miembro del personal de los Estados Unidos en España que pueda ser sometido legalmente a detención por las Autoridades Militares de los Estados Unidos y sobre el cual vaya a ejercerse la jurisdicción española, será de responsabilidad de las Autoridades Militares de los Estados Unidos, a petición de éstas, hasta la conclusión del procedimiento, en cuyo momento ese miembro será entregado a las Autoridades españolas cuando ellas lo soliciten para la ejecución de la sentencia. Con todo, si el proceso concluye con una sentencia que implique una pena de privación de libertad por más de un año, el procesado será entregado, si así lo dispusiese el Juez, a las Autoridades españolas para la ejecución de la sentencia, incluso en el caso en que esta esté sujeta a apelación. Durante el período de custodia por las Autoridades militares de los Estados Unidos, estas Autoridades, dentro de las facultades legales que les reconoce el Derecho Militar de los Estados Unidos, prestarán plena consideración a las decisiones de las Autoridades españolas competentes, respecto de las condiciones de custodia. Las Autoridades Militares de los Estados Unidos garantizan la inmediata comparecencia de estas personas ante las Autoridades competentes españolas para cualquier diligencia que pueda requerir su presencia y, en todo caso, para su comparecencia ante el juicio oral.

4. En los procedimientos criminales ante Tribunales españoles contra un miembro del Personal de los Estados Unidos en España que pueda ser sometido legalmente a detención por las Autoridades Militares de los Estados Unidos, se aplicarán las siguientes normas:

a) si el Tribunal decreta la libertad provisional sin fianza para dicho miembro, las garantías del párrafo 3 de este Artículo sustituirán la obligación "apud acta" de presentación periódica exigida por las Leyes españolas;

b) si el Tribunal decretara la prisión provisional sin fianza o la fianza decretada no se prestara, la garantía de custodia del miembro por las Autoridades Militares de los Estados Unidos implicará, en principio, la retención del miembro en una instalación militar en que se hayan concedido facilidades a los Estados Unidos, con restricción de movimiento y vigilancia efectiva. En este caso, si por requerimiento de las Leyes militares de los Estados Unidos, la naturaleza de la restricción

inicialmente impuesta o posteriormente adoptada fuera distinta de la decretada por el Tribunal, las Autoridades Militares de los Estados Unidos notificarán a las Autoridades españolas la naturaleza de la restricción impuesta, sin perjuicio de que se cumplan diligentemente las garantías previstas en el párrafo 3 de este Artículo, y en estos casos, el Tribunal decidirá sobre la extensión en que esta restricción alternativa pueda ser abonada en cualquier sentencia de prisión que eventualmente pudiera dictarse;

c) si el Tribunal admite la fianza por dicho miembro, se considerará que dicha fianza reemplaza a las garantías establecidas en el párrafo 3 de este Artículo.

Artículo XIX

Las penas de privación de libertad impuestas por los Tribunales españoles a los miembros del personal de los Estados Unidos en España, se cumplirán en las instalaciones penitenciarias convenidas a este fin por el Comité Conjunto para Asuntos Político-Militares Administrativos. Las Autoridades españolas garantizarán plenamente a las Autoridades de los Estados Unidos el derecho a visitar a dichas personas, en cualquier momento, y a facilitarles la ayuda material que las Autoridades de los Estados Unidos consideren adecuada, de acuerdo con los correspondientes Reglamentos penitenciarios españoles.

Artículo XX

1. Las Autoridades Militares de los Estados Unidos y las Autoridades de España, se prestarán asistencia recíproca para la realización de todas las diligencias procesales sobre las infracciones y la obtención y presentación de pruebas, incluida la recogida y en su caso, la entrega de los objetos relacionados con una infracción. No obstante, la entrega de dichos objetos podrá quedar condicionada a su devolución dentro del plazo señalado por la Autoridad que la realizó.

2. Las Autoridades Militares de los Estados Unidos y las Autoridades de España, se prestarán asistencia recíproca para obtener la comparecencia de los testigos que sean necesarios para la realización de las diligencias tramitadas por ambas Autoridades en España.

3. Las Autoridades Militares de los Estados Unidos y las Autoridades de España se notificarán, recíprocamente, cualquier resolución adoptada incluida la sentencia si hubiera lugar, respecto de todos los casos en los que existan derechos concurrentes al ejercicio de jurisdicción.

Artículo XXI

1. Las Autoridades Militares de los Estados Unidos no podrán llevar a cabo la ejecución de ninguna pena de muerte en territorio español.
2. La sentencia de muerte impuesta a un miembro del personal de los Estados Unidos en España por las Autoridades españolas, en un caso sobre el cual ejerza jurisdicción España, de acuerdo con las disposiciones de este Acuerdo, podrá ser ejecutada tan solo por un método de ejecución utilizado tanto según el Derecho de España como según el de los Estados Unidos.

Artículo XXII

Cuando un acusado haya sido juzgado conforme a las disposiciones de este Acuerdo, ya sea por las Autoridades Militares de los Estados Unidos o por las Autoridades de España, y haya sido absuelto, o condenado, y esté cumpliendo o haya cumplido la pena impuesta, o su condena haya sido remitida, compensada o indultada, no podrá ser juzgado de nuevo por la misma infracción en el territorio de España por las Autoridades del otro país. No obstante, ninguna de las disposiciones de este Artículo impedirá a las Autoridades Militares de los Estados Unidos juzgar a un miembro militar del personal de los Estados Unidos en España, por cualquier violación de las normas de disciplina originada por cualquier acción u omisión que constituya una infracción por la cual hubiera sido juzgado por las Autoridades de España.

Artículo XXIII

Siempre que un miembro del personal de los Estados Unidos en España sea arrestado, detenido o sujeto a procedimiento por las Autoridades españolas en procedimientos penales o cuasipenales (casos de contrabando), será convenientemente informado, con la intervención de un intérprete si lo necesitara, de los cargos específicos que se le hacen y de sus derechos legales. Las Autoridades Militares de los Estados Unidos serán informadas inmediatamente de dicho procesamiento, arresto o detención y se le permitirá comunicar con un representante del Gobierno de los Estados Unidos, que podrá estar presente en las fases de investigación e instrucción de todo el procedimiento y en el acto de la vista del juicio oral, incluso cuando éste tenga que celebrarse a puerta cerrada por razones de orden público o moralidad.

Artículo XXIV

A los efectos de los Artículos XXVI y XXVII de este Acuerdo, el término "empleados civiles" de las fuerzas de los Estados Unidos incluye también al "Personal laboral local" definido en los términos del Artículo XXXIII de este Acuerdo, cuando dicho personal actúe en el desempeño de actos de servicio que le sean asignados por las fuerzas de los Estados Unidos. Dicho término no incluye a los contratistas de los Estados Unidos, los empleados de estos contratistas ni al otro personal civil de las fuerzas de los Estados Unidos.

Artículo XXV

1. Cada uno de los dos Gobiernos renuncia a toda reclamación contra el otro por daños en territorio español a bienes de propiedad o utilizados por dicho Gobierno, si dichos daños:

- a) fueron causados por el personal militar o los empleados civiles de las Fuerzas Armadas del otro Gobierno, en el desempeño de acto de servicio; o,
- b) fueron causados por el uso de cualquier vehículo, nave o aeronave utilizados o de propiedad del otro Gobierno al servicio de sus Fuerzas Armadas, siempre que dicho vehículo, nave o aeronave causante de los daños fuera utilizado en comisión oficial de servicio.

Cada uno de los dos Gobiernos renuncia a toda reclamación contra el otro por hallazgo o salvamento, ya sean marítimos o aéreos, siempre que la nave, o aeronave, o la carga halladas o salvadas fueran de propiedad del otro Gobierno y al servicio de sus Fuerzas Armadas en el momento del accidente.

2. Cada uno de los dos Gobiernos renuncia a toda reclamación contra el otro por lesiones o muerte de personal militar o empleados civiles de sus Fuerzas Armadas, cuando dicho personal militar o empleados civiles se encontraran en el desempeño de acto de servicio.

3. A los fines de este Artículo, se entenderá que el "Personal laboral local" será considerado como empleado civil de las Fuerzas Armadas de los Estados Unidos.

Artículo XXVI

1. Los miembros militares del personal de los Estados Unidos en España y los empleados civiles de las fuerzas de los Estados Unidos no podrán ser objeto de acción judicial ante los Tribunales o Autoridades españolas por reclamaciones derivadas de acciones u omisiones imputables a dichas personas con ocasión de la realiza-

ción de acto de servicio. Dichas reclamaciones podrán ser presentadas a la Administración Militar española y tramitadas según las disposiciones contenidas en el Artículo XXVII de este Acuerdo.

2. Si fuera necesario para determinar la aplicabilidad del Apártado I de este Artículo, las Autoridades Militares de los Estados Unidos podrán expedir un certificado oficial acreditando que una determinada acción u omisión de un miembro militar del personal de los Estados Unidos en España o un empleado civil de las fuerzas de los Estados Unidos, tuvo lugar durante la realización por aquél de un acto de servicio. Las Autoridades españolas aceptarán este certificado como prueba suficiente de la realización del acto de servicio. Cuando en un caso determinado, las Autoridades españolas consideren que se requieren aclaraciones en torno a un certificado acreditativo de la realización de acto de servicio, dicho certificado será objeto de rápida revisión por el Comité Conjunto para Asuntos Político-Militares Administrativos.

Artículo XXVII

Las reclamaciones que no tengan carácter contractual por daños o perjuicios producidos en España a personas o propiedades españolas derivadas de acciones u omisiones habidas en el desarrollo de actos de servicio por los Miembros Militares del personal de los Estados Unidos en España, o por los empleados civiles de las fuerzas de los Estados Unidos, o derivados de cualquier otra acción, omisión o hecho por el cual sean legalmente responsables las Fuerzas Armadas de los Estados Unidos y no satisfechas de alguna otra forma por los Estados Unidos, serán resueltas por las Autoridades españolas de acuerdo con las disposiciones siguientes:

1. Las reclamaciones por responsabilidades civiles serán presentadas, tramitadas y resueltas según las disposiciones del Derecho español aplicables a las reclamaciones derivadas de las actividades de las Fuerzas Armadas españolas.
2. Las Autoridades españolas competentes decidirán sobre la admisibilidad de la reclamación y, en su caso, sobre el importe de las responsabilidades que deben ser satisfechas y pagarán dicho importe al reclamante o reclamantes.
3. La determinación de la cuantía de la compensación hecha por las Autoridades españolas competentes, según las disposiciones del párrafo 2 de este Artículo, tanto si fueran decididas administrativamente como si lo fueran por decisión judicial, serán definitivas y vinculantes para los Gobiernos de España y de los Estados Unidos. Las Autoridades Militares de los Estados Unidos serán informadas de aquella determinación, a través del Comité Conjunto para Asuntos Político-Militares Administrativos, en un informe detallado que contendrá los antecedentes del caso y los

fundamentos legales de la decisión adoptada, acompañado de una propuesta de reparto del importe de la cantidad en que se concrete la indemnización, de conformidad con los términos del párrafo 4 de este Artículo.

4. La cuantía de la compensación determinada por las Autoridades competentes españolas, según las disposiciones del párrafo 2 de este Artículo, se distribuirán entre ambos Gobiernos, en la forma siguiente:

a) cuando los Estados Unidos sean los únicos responsables, la cantidad atribuida o adjudicada será compartida en la proporción del veinticinco por ciento a cargo del Gobierno de España y del setenta y cinco por ciento a cargo del Gobierno de los Estados Unidos;

b) cuando los Estados Unidos y España sean conjuntamente responsables del daño, la cantidad atribuida o adjuicada será compartida entre ambos, según sus respectivas responsabilidades, pero en ningún caso resultará a cargo del Gobierno de los Estados Unidos más del setenta y cinco por ciento el importe de aquella. Cuando los daños fueran originados por las Fuerzas Armadas de los Estados Unidos o las Fuerzas Armadas de España, o por ambas conjuntamente, y por falta de las pruebas suficientes no fuera posible la atribución específica de responsabilidades a una de dichas fuerzas, o determinar la responsabilidad de cada una de ellas, la cantidad atribuida o adjudicada será compartida por partes iguales entre España y los Estados Unidos;

c) la propuesta de reparto a que se refiere el Apartado 3 de este Artículo se considerará aceptada por las Autoridades Militares de los Estados Unidos, a menos que, dichas Autoridades, dentro de un plazo de sesenta días contados a partir de la recepción de la propuesta, soliciten la celebración de consultas en el Comité Conjunto para Asuntos Político-Militares Administrativos. Estas consultas se celebrarán con carácter de urgencia.

Si, dentro de un plazo de sesenta días contados a partir de la petición de las Autoridades Militares de los Estados Unidos de que se inicien dichas consultas, no se llegara a un acuerdo sobre un adecuado reparto, este asunto será sometido a la decisión de un Arbitro designado mediante acuerdo entre ambos Gobiernos, entre nacionales españoles que ostenten o hayan ostentado altas funciones judiciales. Dicho Arbitro establecerá una fórmula de distribución, de acuerdo con los principios establecidos en los párrafos a) y b) anteriores, y su decisión será definitiva y vinculante para ambos Gobiernos. La retribución del Arbitro será establecida mediante un acuerdo entre los dos Gobiernos y abonada por partes iguales por ambos, juntamente con los gastos que origine la realización del arbitraje.

5. Cada tres meses, se facilitará a las Autoridades competentes de los Estados Unidos una relación de las indemnizaciones reconocidas por las Autoridades españolas durante dicho periodo trimestral respecto de las reclamaciones cuya propuesta de distribución sobre una base de reparto proporcional hubiera sido aceptada por las Autoridades militares de los Estados Unidos, juntamente con un requerimiento de pago. Dicho pago se hará en moneda española, en el periodo más corto posible, que no será superior a los sesenta días, contados a partir de la recepción de la petición de pago.

Artículo XXVIII

Las reclamaciones por lesiones o daños a personas o bienes en España causados con motivo de ejercicios o maniobras llevados a cabo por las Fuerzas de los Estados Unidos, con la autorización expresa del Gobierno español, se regirán por el acuerdo establecido, en cada caso, por las Autoridades de ambos Gobiernos.

Artículo XXIX

El Gobierno de los Estados Unidos tomará las medidas necesarias para que se concierten los oportunos contratos de seguro que cubran las responsabilidades civiles en que puedan incurrir en territorio español, por acciones u omisiones realizadas en el desempeño de funciones oficiales, los empleados de contratistas y subcontratistas de las fuerzas de los Estados Unidos o aquellos miembros del personal de los Estados Unidos en España que no tengan el carácter de personas a cargo y a los cuales no sean de aplicación las disposiciones contenidas en los Artículos XXVI y XXVII de este Acuerdo. Los términos y condiciones de los referidos contratos serán fijados en el oportuno Anejo de Procedimiento.

Artículo XXX

1. Las lesiones o daños causados en territorio español a personas o bienes, por acciones u omisiones de miembros militares del personal de los Estados Unidos en España o empleados civiles de las fuerzas de los Estados Unidos, que no se encuentren relacionadas con la ejecución de sus funciones oficiales, podrán tramitarse, a elección del perjudicado, mediante:

- a) la presentación de una demanda ante los Tribunales Civiles españoles; o,
- b) una reclamación contra el Gobierno de los Estados Unidos tramitada de acuerdo con las siguientes normas:

- 1) la demanda, dirigida a la Comisión de Reclamaciones Extranjeras de los Estados Unidos, se presentará ante el Comité Conjunto para Asuntos Político-Militares Administrativos;
- 2) el Comité, previas las informaciones precisas, emitirá un informe razonado sobre la reclamación presentada y el resarcimiento solicitado;
- 3) dentro de un plazo de sesenta días contados a partir de la fecha de su recepción por el Comité, la demanda, juntamente con el informe del Comité, se cursará a la Comisión de Reclamaciones Extranjeras para su resolución;
- 4) al adoptar la decisión final, la Comisión de Reclamaciones Extranjeras, tomará en consideración las recomendaciones del Comité Conjunto para Asuntos Político-Militares Administrativos.

2. La presentación de una demanda ante un Tribunal civil español contra un miembro militar del personal de los Estados Unidos en España o empleado civil de las fuerzas de los Estados Unidos, será considerada como renuncia a cualquier derecho del Gobierno español, o de la persona que plantea la demanda, a compensación por el Gobierno de los Estados Unidos de acuerdo con este Artículo. Sin embargo, cuando dicha demanda no pueda seguir su curso a causa de la expedición por las Autoridades Militares de los Estados Unidos del certificado de acto de servicio a que se refiere el Apartado 2 del Artículo XXVI de este Acuerdo, la correspondiente reclamación se tramitará según las disposiciones del Artículo XXVII de este Acuerdo, en el caso de que fuera aplicable, o de acuerdo con las previsiones del párrafo 1.b de este Artículo.

Artículo XXXI

El seguro obligatorio de los vehículos a motor de carácter oficial del Gobierno de los Estados Unidos y el de los vehículos de propiedad privada del personal de los Estados Unidos en España continuará regulado por el Acuerdo de 30 de noviembre de 1965, complementado por las normas convenidas para su aplicación el 25 de marzo de 1966, o por cualquier otro Acuerdo que le pudiera sustituir eventualmente. Dicho Acuerdo y normas, o los que les sustituyan, tendrán aplicación preferente respecto de la presentación y resolución de las reclamaciones derivadas de la utilización de dichos vehículos, de acuerdo con las disposiciones de los Artículos XXVII, y XXX de este Acuerdo.

Artículo XXXII

Las Autoridades Militares de los Estados Unidos prestarán toda la asistencia permitida por el Derecho de los Estados Unidos para asegurar el cumplimiento de las sentencias y resoluciones judiciales, órdenes y transacciones relacionadas con responsabilidades civiles declaradas por las Autoridades o los Tribunales españoles.

SECCION IIICUESTIONES LABORALESArtículo XXXIII

1. El término "personal laboral local" utilizado en este Acuerdo comprende a las personas que, sin pertenecer al Personal de los Estados Unidos en España, se dedican a una actividad laboral para cubrir las necesidades de las Fuerzas de los Estados Unidos en instalaciones militares españolas, incluidas las actividades a que se refiere el Artículo XII de este Acuerdo.

2. Las Fuerzas de los Estados Unidos prepararán y proporcionarán a la Administración Militar Española una lista por categorías de todos los puestos civiles utilizados en cada instalación en la fecha de entrada en vigor de este Acuerdo. Esta lista indicará el porcentaje de personal laboral local entre los puestos civiles asignados en la instalación, en actividades con fondos asignados y no asignados. El porcentaje efectivo en dicha fecha constituirá el porcentaje aproximado que deberá mantenerse, a menos que se modifiquen por acuerdo del Comité Conjunto para Asuntos Político-Militares Administrativos. Los programas de verano de empleos para jóvenes no se incluirán al calcular la relación de personal asignado, siempre que no alteren las condiciones de empleo del personal laboral local.

Artículo XXXIV

1. La relación de empleo a que se refiere esta Sección se constituirá entre el Personal laboral local y la Administración Militar española, que lo contrata, aunque la asignación a sus puestos de dicho personal y su dirección serán de la responsabilidad de las Fuerzas de los Estados Unidos.

2. La Reglamentación de Trabajo aplicable al Personal Civil no funcionario de la Administración Militar española, en lo sucesivo denominada "Reglamentación española", regulará los términos y condiciones de empleo del Personal laboral local, de conformidad con las disposiciones de esta Sección.

3. Cada instalación militar que utilice los servicios de personal laboral local contará con una plantilla de personal que refleje las necesidades y datos a que se refiere el Artículo XXXVI Apartado I, de este Acuerdo. Dicha plantilla

incluirá el Personal administrativo cuyos servicios sean utilizados por las Fuerzas de los Estados Unidos para cumplir las obligaciones que les impone esta Sección. Las Fuerzas de los EE.UU. proporcionarán a la Administración Militar Española una relación por categorías de los puestos de trabajo utilizados en cada instalación en la fecha de entrada en vigor de este Acuerdo.

Artículo XXXV

La Administración Militar española asumirá la responsabilidad de la contratación del Personal laboral local, según lo dispuesto en esta Sección, y ejercerá en este concepto los siguientes derechos y responsabilidades:

- 1) Desarrollar, juntamente con las Fuerzas de los Estados Unidos, a través del Comité Conjunto para Asuntos Político-Militares Administrativos, los términos, condiciones y normas referentes a la utilización del Personal laboral local por las Fuerzas de los Estados Unidos.
- 2) Convocar y presentar a las Fuerzas de los Estados Unidos aquellas personas que sean consideradas aptas para su nombramiento, a solicitud de las Fuerzas de los Estados Unidos. Para ayudar a las Fuerzas de los Estados Unidos en la selección del personal, se presentará por cada vacante un número suficiente de candidatos cualificados para cubrir las necesidades de dichas Fuerzas.
- 3) Formalizar la contratación del Personal laboral local para su utilización por las Fuerzas de los Estados Unidos, así como la terminación de la utilización de sus servicios y demás actos oportunos en materia de personal, a petición de las Fuerzas de los Estados Unidos y de acuerdo con la Reglamentación española.
- 4) Ejercer acciones disciplinarias a iniciativa de las Fuerzas de los Estados Unidos, de acuerdo con la Reglamentación española.
- 5) Pagar al Personal laboral local, según nóminas preparadas por las Fuerzas de los Estados Unidos con antelación a los días de pago reglamentarios, sus jornales, salarios y cualquier otro emolumento al que tenga derecho. La Administración Militar española notificará a las Fuerzas de los Estados Unidos las deducciones exigidas por la Legislación española, que se reflejarán en dichas nóminas.

Artículo XXXVI

A fin de garantizar una mayor eficiencia en la relación laboral y como utilizadoras de los servicios del Personal laboral local, las Fuerzas de los

Estados Unidos ejercerán los siguientes derechos y responsabilidades:

- 1) Determinar, de acuerdo con sus necesidades las plantillas y requisitos de cualificación de los puestos que hayan de ser cubiertos por el Personal laboral local, fijar sus niveles de retribución, incluyendo primas y beneficios adicionales, así como transmitir dichas determinaciones a la Administración Militar española. El nivel de retribución de los puestos no será inferior el establecido para cada puesto por la Reglamentación española.
- 2) Efectuar la selección para su nombramiento como Personal laboral local, en régimen interino, eventual o fijo, como se definen en la Reglamentación española, entre las personas presentadas por la Administración militar española. Las Fuerzas de los Estados Unidos, con carácter excepcional, podrán reclutar directamente y seleccionar personas para su nombramiento en puestos que tengan carácter técnico o requisitos especializados y, en coordinación con la Administración Militar española, para puestos de categorías en los que haya escasez de personal idóneo. Las personas directamente reclutadas por las Fuerzas de los Estados Unidos deberán reunir las condiciones exigidas para el Personal Civil no Funcionario de la Administración Militar española. Cualquier persona cuya previa utilización por las Fuerzas de los Estados Unidos hubiese terminado por causa ajena a su voluntad que no fuera el justo despido, tendrá consideración preferente para la selección.
- 3) Notificar la selección de personal a la Administración Militar española y solicitar la contratación y relación de las personas que hayan sido seleccionadas por las Fuerzas de los Estados Unidos.
- 4) Determinar, de acuerdo con la Reglamentación española, los traslados, ascensos y terminaciones de utilización de servicios, notificando todo ello a la Administración Militar española.
- 5) Ejercer la autoridad disciplinaria por faltas leves, definidas como tales en la Reglamentación española, dando cuenta de ello a la Administración Militar española y de las medidas adoptadas.
- 6) Promover la acción disciplinaria por faltas que no tengan la consideración de leves, efectuar las diligencias preliminares para comprobar los hechos, transmitir un informe de tales actuaciones a la Administración Militar española, participar en el expediente laboral oficial y proponer resolución adecuada a las Autoridades españolas.

7) Organizar el trabajo del personal laboral local, a fin de atender las necesidades del servicio con la mayor eficacia, especificando los horarios de trabajo y los períodos de vacaciones. En ningún caso, los períodos de vacaciones podrán ser inferiores a los mínimos señalados por la Reglamentación española.

8) Adoptar las medidas pertinentes para la preparación y formación profesional del personal laboral local.

9) Confeccionar las nóminas del personal laboral local y presentarlas en su momento oportuno a la Administración Militar española.

10) Poner a la disposición de la Administración Militar española los fondos necesarios para atender a los pagos de las remuneraciones a que se refiere el punto 5º del Artículo XXXV y de las indemnizaciones legalmente reconocidas al personal laboral local, así como aquellos gastos administrativos que se occasionen y sean convenidos por el Comité Conjunto para Asuntos Político-Militares Administrativos.

Artículo XXXVII

1. Cuando sea necesario reducir el número de personal laboral local, las fuerzas de los Estados Unidos lo harán saber a la Administración Militar española al menos quince días naturales antes de la notificación del despido a los empleados afectados por la reducción, a menos que ésta sea necesaria debido a acciones del Gobierno español. Cuando las circunstancias lo permitan, la reducción se notificará a la Administración Militar española con mayor antelación, con objeto de facilitar la organización de la ayuda prestada a los despedidos para que encuentren nuevo empleo. Tal notificación incluirá el motivo de la reducción de la plantilla y una estimación de cómo la misma afectará al porcentaje de empleados en las instalaciones. La Administración Militar española y las fuerzas de los Estados Unidos se consultarán, a petición de una de las partes, con relación a la reducción de plantilla propuesta. Toda notificación de reducción de plantilla dada al personal laboral local marcará una fecha de la terminación del empleo, de al menos treinta días naturales desde la fecha de entrega de la notificación, con exclusión del día de recepción de la misma.

2. El personal laboral local cuya utilización haya terminado debido a una reducción de efectivos, tendrá derecho a una indemnización de despido por terminación definitiva de sus servicios, conforme dispone la Reglamentación española, cuya cuantía será pagada por la Administración Militar española, que será reembolsada por las Autoridades Militares de los Estados Unidos. Se aplicará

el mismo procedimiento en el caso de terminación de utilización de los servicios del personal laboral local a causa de expiración del Tratado.

3. Con el fin de determinar la indemnización por despido mencionada en el Apartado 2 de este Artículo, sólamente será computado el empleo permanente por las fuerzas de los Estados Unidos con anterioridad a la fecha de 1 de abril de 1973, en el caso de que no se hubiera concedido anteriormente indemnización por despido, así como los servicios prestados como personal laboral local. Esta disposición no será aplicable a los servicios prestados con anterioridad al 26 de septiembre de 1970 por trabajadores que, aun habiendo estado empleados por las fuerzas de los Estados Unidos durante el período de prestación de dichos servicios, no lo estaban el 25 de septiembre de 1970.

Artículo XXXVIII

1. Las disposiciones de esta Sección no se aplicarán a:

- a) las funciones o actividades de la Embajada de los Estados Unidos, la Agencia de Información de los Estados Unidos, la Oficina del Agregado de Defensa de los Estados Unidos, el Grupo Consultivo de Ayuda Militar (MAAG), el Grupo Militar Conjunto de los Estados Unidos (JUSMG), ni las Oficinas de Enlace de las fuerzas de los Estados Unidos en España;
- b) los empleados de contratistas o de concesionarios que efectúen trabajos en España para las fuerzas de los Estados Unidos;
- c) los empleados contratados privadamente por el personal de los Estados Unidos en España.

2. Los empleados mencionados en el Apartado 1, párrafo b), de este Artículo, salvo los que sean empleados de contratistas norteamericanos y que tengan la nacionalidad de los Estados Unidos o la condición jurídica de residentes en dicho país, y los empleados mencionados en el Apartado 1, párrafo c) del mismo, quedarán plenamente sujetos a la Legislación Laboral española.

3. El Gobierno de los Estados Unidos, sus Fuerzas Armadas, sus Organizaciones, Unidades, Agencias o Dependencias y los miembros de tales fuerzas no estarán sujetos a procedimiento ante los Tribunales españoles promovidos por el personal laboral local o por cualquier persona que previamente hubiese estado empleada por las fuerzas de los Estados Unidos en base a demandas derivadas de su empleo o de la utilización de sus servicios de acuerdo con las disposiciones de esta Sección.

Artículo XXXIX

Por lo que se refiere a la relación laboral objeto de esta Sección, el Comité Conjunto para Asuntos Político-Militares Administrativos, ejercerá las siguientes funciones:

- 1) Proponer al Gobierno español las normas que estime pertinentes para adaptar la Reglamentación española y sus normas complementarias a las condiciones de empleo peculiares del Personal laboral local. Dichas normas serán lo suficientemente precisas para garantizar la participación de los Estados Unidos en los expedientes laborales de imposición de sanciones disciplinarias al Personal laboral local.
- 2) Celebrar consultas e informar a las Autoridades Militares españolas, con anterioridad al momento de adoptarse decisiones administrativas españolas, acerca de las reclamaciones económicas y administrativas que afecten al Personal laboral local procedentes de la utilización de sus servicios por las fuerzas de los Estados Unidos.
- 3) Efectuar consultas y acuerdos sobre las consecuencias para ambos Gobiernos de las decisiones definitivas de las Autoridades españolas referentes a las reclamaciones mencionadas en el párrafo 2) de este Artículo. Dichas consecuencias podrán incluir el reparto entre España y los Estados Unidos del pago de cantidades atribuidas a la resolución adecuada sobre cuestiones relacionadas con la ulterior utilización por las fuerzas de los Estados Unidos de los Servicios del Personal laboral local afectado por tales decisiones.

SECCION IVCUESTIONES FISCALES Y ADUANERASArtículo XL

1. La importación en España de material, equipo, accesorios, provisiones y cualquier otra clase de efectos, por las fuerzas de los Estados Unidos para uso oficial en el ejercicio de las funciones autorizadas en el Acuerdo Complementario nº 6, estará exenta en España de toda clase de impuestos, tasas y gravámenes españoles. Asimismo, la adquisición en España de dicho material, equipo, accesorios, provisiones y otro tipo de efectos, por las fuerzas de los Estados Unidos para los mismos fines, estará exenta en España de toda clase de impuestos, tasas y gravámenes. Las exenciones que se preven en este párrafo se extenderán también a cualquier impuesto, tasa o gravamen que pudiera ser identificado en un artículo después de su importación o adquisición por las fuerzas de los Estados Unidos.

2. La exportación de España por las fuerzas de los Estados Unidos del material, equipo, accesorios, provisiones y otros efectos que figuran en el párrafo 1 de este Artículo, se hallará exenta en España de toda clase de impuestos, tasas o gravámenes españoles.

3. Las exenciones previstas en los párrafos 1 y 2 de este Artículo se aplicarán también al material, equipo, accesorios, provisiones y otros efectos requeridos por los contratistas del Gobierno de los Estados Unidos para la ejecución de contratos con las fuerzas de los Estados Unidos. Sin embargo, los contratistas que sean residentes en España no podrán importar un vehículo de pasajeros libre de impuestos, conforme a lo dispuesto en este Artículo.

Estas exenciones se aplicarán también a los proyectos financiados conjuntamente por España y los Estados Unidos o para aquéllos en que exista una contribución financiera por parte de los Estados Unidos y que tengan como objetivos los establecidos en el Tratado.

Las exenciones previstas en este párrafo se aplicarán mientras duren los contratos y a la subsiguiente exportación de España.

Artículo XLI

1. Los efectos importados en España libres de impuestos por contratistas de los Estados Unidos, no podrán, mientras estén en España, ser transferidos, vendidos, donados, cedidos, alquilados o hipotecados a otras personas o entidades en España que no sean las fuerzas de los Estados Unidos, ni tampoco podrán ser usados para

otros fines que no sea el ejercicio de las funciones autorizadas en el Acuerdo Complementario nº 6, a no ser que tales transacciones o usos sean autorizados previamente por las autoridades españolas competentes. Sin embargo, un contratista de los Estados Unidos puede poner a disposición del subcontratista, temporalmente, los efectos importados en España libre de impuestos, con el fin exclusivo de ejecutar los contratos con las fuerzas de los Estados Unidos.

2. Las autoridades militares de los Estados Unidos incluirán en aquellos contratos que requiera la importación de materiales o equipo propiedad del contratista, una cláusula que disponga el establecimiento de un fondo para el caso en que dichos materiales o equipo no hayan sido debidamente contabilizados, exportados o utilizados de acuerdo con las leyes españolas. Este fondo se proveerá mediante la retención de una parte de los pagos contratados, requiriendo al contratista una garantía bancaria española, o por otros medios idóneos. La cuantía del fondo se especificará en cada contrato y será lo suficientemente amplia para cubrir cualquier probable responsabilidad o pago al Ministerio de Hacienda español a cargo de los contratistas, hasta el cinco por ciento del valor total del contrato. Este fondo no será entregado al contratista sin la aprobación del Director General de Aduanas.

Artículo XLII

1. Los miembros de las Fuerzas de los Estados Unidos podrán importar y conservar en España libre de todo impuesto y otra clase de gravamen de importación durante todo el período de servicio que como tales miembros permanezcan en España y para su uso exclusivo efectos personales, muebles y bienes de uso doméstico, siendo considerados estos efectos en cuanto a los impuestos y Aduanas españoles se refieren, sin perjuicio de las exenciones previstas por este Artículo, como bienes importados temporalmente. Todo miembro de las Fuerzas de los Estados Unidos podrá poseer y mantener, en cualquier momento, solamente un vehículo automóvil importado bajo esta exención.

2. Los efectos incluidos en el párrafo 1 de este Artículo no podrán ser transferidos o en ningún otro caso cedidos o alquilados a personas en España que no estén autorizadas a importarlos en franquicia, salvo que tal transferencia o uso sea autorizado por las correspondientes autoridades españolas.

3. La exportación de los bienes a que se refiere el párrafo 1 de este Artículo o que hayan sido adquiridos en España para el uso personal de su propietario, estarán exentos de toda clase de impuestos y otros gravámenes.

Artículo XLIII

1. El tiempo que los miembros de las fuerzas de los Estados Unidos en España permanezcan en territorio español, por la única razón de formar parte de las mismas, no será considerado como período de residencia o domicilio legal en España, a los efectos de tributación por las Leyes españolas.

2. El personal de los Estados Unidos en España no estará sujeto a ningún impuesto del Estado español, organismos autónomos, o entidades locales españoles sobre la renta recibida como resultado de su servicio o empleo por las fuerzas de los Estados Unidos, incluyendo las organizaciones a que se refiere el Artículo XLIV de este Acuerdo, ni tampoco sobre la renta derivada de fuentes situadas fuera de España. Nada de lo estipulado en este párrafo impedirá que el personal de los Estados Unidos en España pague impuestos sobre los beneficios de cualquier empresa en España exceptuando el servicio o empleo antes citado, durante su estancia en España.

3. La adquisición de bienes y utilización de servicios en territorio español por el personal de los Estados Unidos en España para su uso privado estará sujeta a los correspondientes impuestos españoles. Sin embargo, el personal de las fuerzas de los Estados Unidos en España no tributará ningún impuesto al Estado español, organismos autónomos o entidades locales españoles por la propiedad, posesión, uso, transferencia a otros miembros del personal de los Estados Unidos en España o transferencia por muerte sobre sus bienes muebles que han sido importados en España o adquiridos en ella para su uso personal.

4. Además del automóvil importado conforme a lo dispuesto en el Artículo XLII de este Acuerdo, todo miembro de las fuerzas de los Estados Unidos tendrá derecho a poseer y mantener, en cualquier momento, de acuerdo con disposiciones establecidas al efecto, un automóvil de fabricación española adquirido en España libre del impuesto de lujo español.

Artículo XLIV

1. Los economatos, comedores, centros sociales y recreativos establecidos en España por las fuerzas de los Estados Unidos para uso de los miembros de su personal estarán exentos de impuestos o gravámenes españoles de cualquier clase. La importación, exportación, compra o venta al personal de los Estados Unidos en España, de mercancías u otros bienes por o a través de tales organizaciones, estarán exentos de impuestos, tasas u otras cargas españolas.

2. El Comité Conjunto para Asuntos Político-Militares Administrativos adoptará las medidas apropiadas para impedir la venta de mercancías u otros

bienes importados o adquiridos en España por las organizaciones a que se refiere el párrafo 1 de este Artículo, a personas que no están autorizadas para utilizar tales organizaciones. La importación de bebidas alcohólicas y tabaco por estas organizaciones estará sujeta a las cuotas establecidas por el citado Comité Conjunto previa consulta con las autoridades aduaneras españolas.

3. Los artículos de importante valor importados por parte de las mencionadas organizaciones tales como: aparatos eléctricos, fonógrafos, radios, televisores, cámaras y proyectores fotográficos serán, sin perjuicio de las exenciones previstas por este Acuerdo, considerados como artículos importados temporalmente a los efectos de los impuestos y derechos aduaneros españoles. La venta, exportación o cualquier otra forma de disponer legalmente de tales artículos serán estrictamente reguladas por las fuerzas de los Estados Unidos y las ventas por las citadas organizaciones estarán sujetas a las cuotas establecidas por el citado Comité Conjunto previa consulta con las autoridades aduaneras españolas. Las autoridades militares de los Estados Unidos pondrán a disposición de las autoridades aduaneras españolas las listas de venta de dichos artículos y otorgarán toda su cooperación, uniéndose a las autoridades aduaneras españolas en las inspecciones de las citadas organizaciones y en la investigación de los abusos en cuestiones aduaneras. En los casos en que se haya dispuesto irregularmente de tales artículos, las autoridades militares de los Estados Unidos concederán toda la ayuda que esté en su poder a las autoridades aduaneras españolas para el cobro de los impuestos o multas que puedan resultar.

Artículo XLV

Los bienes importados o exportados de acuerdo con las disposiciones de los Artículos XL, XLII y XLIV de este Acuerdo, estarán sujetos a las formalidades aduaneras conforme a lo dispuesto por las autoridades correspondientes de los dos Gobiernos, a través del Comité Conjunto para Asuntos Político-Militares Administrativos.

Artículo XLVI

1. Las autoridades militares de los Estados Unidos designarán al Comité Conjunto para Asuntos Político-Militares Administrativos las personas que sean súbditos norteamericanos o habitualmente residentes en los Estados Unidos y que no son residentes en España, y cuya presencia en España obedezca únicamente a la ejecución de los contratos concertados con los Estados Unidos en beneficio de las fuerzas de los Estados Unidos o de las Fuerzas Armadas españolas, en el ejercicio de las funciones autorizadas en el Acuerdo Complementario nº 6.

2. Las personas designadas por las autoridades militares de los Estados Unidos, segun se establece en el párrafo anterior, gozarán del mismo tratamiento que los miembros de las fuerzas de los Estados Unidos conforme con las siguientes disposiciones de este Acuerdo.

a) utilización de las facilidades postales a que se refiere el Artículo XI, y de las Organizaciones a las que se refieren los Artículos XII y XLIV de este Acuerdo, previa autorización de las autoridades de los Estados Unidos; y

b) exención de los impuestos y tasas contenidos en el Artículo XLII y en los párrafos 1 y 3 del Artículo XLIII.

3. Las personas designadas por las Autoridades Militares de los Estados Unidos a que se refiere el párrafo 1 de este artículo estarán exentas de las leyes y regulaciones españolas respecto a los términos y condiciones de su empleo y a la licencia y registro de los negocios y corporaciones.

4. La designación a que se refiere el párrafo 1 de este Artículo será retirada por las autoridades militares de los Estados Unidos cuando dichas personas:

a) no ejecuten ya o exclusivamente contratos con los Estados Unidos, para las fuerzas de los Estados Unidos o para las Fuerzas Armadas españolas; o
b) realicen acciones ilegales en España.

Artículo XLVII

Los dos Gobiernos tratarán de resolver mediante acuerdo mutuo, cualquier dificultad o duda sobre la interpretación o aplicación de las disposiciones contenidas en esta Sección.

DISPOSICIONES FINALES

1. Cada Gobierno adoptará las medidas que sean necesarias para la puesta en práctica de las disposiciones de este Acuerdo.
2. Los Anexos de Procedimiento acordados por ambos Gobiernos en relación con este Acuerdo formarán parte integral y vinculante del mismo.
3. Este Acuerdo entrará en vigor junto con el Tratado de Amistad y Cooperación y continuará estándolo en adelante con el Artículo VIII del mismo.

HECHO en Madrid el dia treinta y uno de enero de mil novecientos setenta y seis, en dos ejemplares, uno en inglés y otro en español, haciendo fe ambos textos.

Por el Gobierno de los
Estados Unidos de América:



Por el Gobierno de
España:




PROCEDURAL ANNEX ICOMMAND, SECURITY AND ADMINISTRATION
OF SPANISH MILITARY INSTALLATIONS1. Command

1.1. Only the Spanish flag and the insignia of the Spanish Commands will be flown. Ships, aircraft and vehicles of the United States Forces may use flags and insignia of command as prescribed by regulation.

1.2. The installation will be under Spanish command. However, commanders of the United States Forces shall exercise authority and control over United States personnel, equipment, and materiel. The Commander of the installation shall have access to all facilities located at the installation except for cryptographic areas and classified equipment, and shall be informed, at his request, of the stocks of arms, equipment, and materiel situated within the installation. This measure shall not apply to ships and aircraft that may be at the installation.

1.3. Commanders of the United States Forces will keep the Spanish installation commander informed of routine day-to-day contacts with local off-base Spanish officials. In other cases requiring contacts with local off-base Spanish authorities, however, commanders of United States Forces will make such contacts in conjunction with the Spanish installation commander . . .

1.4. Military honors will be rendered by Spanish Forces; however, they may be rendered jointly when agreed

by the Spanish installation commander and the commander of United States Forces under procedures established by the Joint Committee for Politico-Military Administrative Affairs.

2. Security

2.1. The security of Spanish military installations shall be the responsibility of the Spanish Forces. The United States Forces, however, are responsible for the supervision and protection of their personnel, equipment, and materiel, and, accordingly, may take measures in fulfillment of these responsibilities in facilities used by them, but must inform the Spanish commander of any protective measures adopted, for purposes of coordination. By mutual agreement the United States Forces may also assist in the maintenance of security in other areas of the installation used by both Forces.

2.2. The United States Forces may station military air, naval, or marine personnel at access control points in order to assist the Spanish guards in identifying United States personnel.

2.3. The Spanish commander of the installation will establish appropriate procedures regulating entry and exit of the installation. These procedures shall guarantee the entry into and exit from the installation by United States Personnel in Spain. These procedures will also include provision for the entry and exit of visitors and guests without hindrance or delay, except when security reasons require otherwise. The Joint Committee for Politico-Military Administrative Affairs will develop procedures for the admission and visit to the installations by dignitaries who have no authority over forces stationed in Spain.

2.4. When, in the judgment of both commanders, circumstances require reinforcement of external security measures, the commander of the United States Forces may, if requested by the installation commander, permit the use by the Spanish forces of available vehicles and equipment during such period of time as the two commanders mutually deem necessary.

3. Administration

3.1. In accordance with Article V of Section I of the Agreement in Implementation, the Spanish Commander and the Commander of the United States Forces will establish mutually acceptable rules of procedure for the installation which will take into account the requirements of both Forces. A copy of these rules will be submitted to the Joint Committee for Politico-Military Administrative Affairs for coordination and review.

3.2. The costs of operation and maintenance of facilities used exclusively by United States Forces will be borne by the United States Forces.

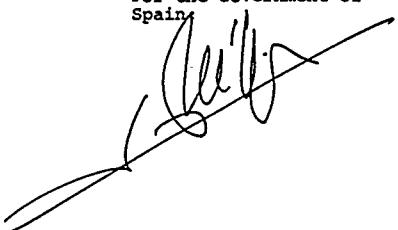
3.3. The costs of operation and maintenance of facilities used exclusively by Spanish Forces will be borne by the Spanish Forces.

3.4. With respect to facilities used both by United States and Spanish Forces, each party will bear its own costs of operation and maintenance and neither party will seek reimbursement from the other party for operation and maintenance costs, including utilities, arising from the normal use of such facilities, unless otherwise agreed.

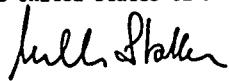
3.5. All signs, posters and notices of general interest in streets, buildings, and installations will be written in Spanish and, when considered appropriate by the Spanish Commander and commanders of United States Forces, they may be repeated in English with the same validity and significance.

MADRID, The 31st of January 1976

For the Government of
Spain:



For the Government of
the United States of America:



PROCEDURAL ANNEX IIMILITARY PERSONNEL AND DISCIPLINEIN THE U.S. ARMED FORCES

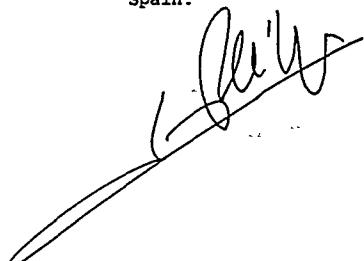
1. The military authorities of the United States Forces are responsible for the maintenance of discipline over military members of the United States Personnel in Spain.
2. In furtherance of the maintenance of discipline, United States military authorities may, in coordination with the Spanish commander of the installation, establish military police or shore patrol units on the Spanish military installations where United States Forces are located, under regulations which will be furnished to the Joint Military Committee for coordination and review. United States military authorities may also authorize the use of such units in communities near Spanish military installations, in cooperation with local police officials, under regulations agreed to by the Spanish and United States military authorities. These regulations will also be furnished to the Joint Military Committee for coordination and review.
3. Military members of the United States Personnel in Spain are authorized.

3.1. to wear the uniform of their service while on duty,

3.2. to carry arms on official duty when authorized by the United States military authorities, in agreement with the Spanish commander of the installation.

MADRID, The 31st of January 1976

For the Government of
Spain:



For the Government of
the United States of America:



PROCEDURAL ANNEX IIIPASSPORTS AND IDENTIFICATION DOCUMENTS FOR
UNITED STATES PERSONNEL IN SPAIN

1. In furtherance of the provisions of Article XIII, Section I of the Agreement in Implementation, military members of the United States Personnel in Spain may enter and depart Spanish territory upon the presentation of their military identification card and their orders. The orders will include a stamped or other certification, in the Spanish language, that the individual is authorized by the appropriate military authorities of the United States to proceed to Spain in a duty status. A sample of this military identification card will be furnished to the appropriate Spanish authorities through the Joint Committee for Politico-Military Administrative Affairs.
2. Civilian members of the United States Personnel in Spain shall be required to have a passport for entering and departing Spain. Such persons will be exempt from the obtaining of visas and the registration of aliens.
3. In order that members of the United States Forces permanently assigned to Spain may prove their status as such at all times, they will be provided, by the Director General of Security with a special identification card printed in Spanish.
4. If, once in Spanish territory, any member of the United States Personnel in Spain should lose his status, the United States authorities shall notify the Spanish authorities through the Joint Committee for Politico-Military Administrative Affairs, and the individual shall automatically lose all

privileges established under the Agreement in Implementation. The military authorities of the United States shall ensure that any personnel separated from the United States military service in Spain possess a valid passport with proper validation by the Spanish authorities. In case a person who entered Spain with a passport desires to remain in Spain, the United States authorities, whenever possible, will assist the Spanish authorities to ensure that the individual's change of status is reflected on his passport. If, within sixty days of the notification referred to above, a former member of the United States Personnel in Spain be required by the Spanish authorities to leave Spain, the authorities of the United States will assure that transportation out of Spain is provided within a reasonable time without cost to the Spanish Government.

5. In the case of a member of the United States Forces permanently assigned to Spain who loses his status as such, the identification card referred to in paragraph 3 above shall be withdrawn by the United States military authorities and returned to the Director General of Security through the Joint Committee for Politico-Military Administrative Affairs.

MADRID, The 31st of January 1976

For the Government of
Spain:



For the Government of
the United States of America:



PROCEDURAL ANNEX IVDRIVERS' LICENSES

1. Members of the United States Forces in Spain holding valid drivers' licenses issued by a competent agency of the United States shall receive Spanish drivers' licenses. These licenses shall be issued by the Jefatura Central de Trafico of the Ministry of the Interior in Madrid, without test or fees.
2. A member will complete an application form giving his personal identification data, to which he will attach two carnet-size photographs, his United States driver's license, and such other information as the Joint Committee for Politico-Military Administrative Affairs may determine is required. This form will be sent to the Jefatura de Trafico of Madrid, which will issue, without fees, within a two-week period, a Spanish driver's license of a type corresponding to the United States license held by the applicant. At the same time, the applicant's United States license will be returned to him.
3. While the application for a Spanish driver's license is being processed, the applicant shall be entitled to operate a motor vehicle on the basis of a duly certified Spanish translation of his United States license.
4. Spanish drivers' licenses issued in accordance with this Annex will remain valid for the period of time provided by Spanish law, and will be renewed without test or fee, as necessary to assure validity, for the duration of the bearer's

assignment as a member of the United States Forces in Spain. Upon the termination of the bearer's assignment in Spain, the license shall be returned to the Jefatura Central de Trafico of the Ministry of the Interior in Madrid through the Joint Committee for Politico-Military Administrative Affairs. The Spanish drivers' licenses referred to in this Annex shall be subject to such temporary or permanent withdrawal measures as may be decided by Spanish Government or judicial authorities in accordance with current laws, as a consequence of traffic violations committed by the licensees.

5. Operators of United States Government vehicles must possess valid United States military drivers' licenses. No Spanish driver's license will be required for the operation of such vehicles by United States Personnel in Spain.

6. Members of the Spanish Armed Forces who go to the United States in connection with their duty and who possess a valid driver's license issued by the competent Spanish authorities shall be provided with a document by the United States military authorities in Spain certifying the validity of such Spanish driver's license in accordance with the Convention on Road Traffic of September 19, 1949 [¹]

MADRID, The 31st of January 1976

For the Government of
Spain:

For the Government of
the United States of America:

¹TIAS 2487, 3 UST 3008.

PROCEDURAL ANNEX V
REGISTRATION OF MOTOR VEHICLES
OF MEMBERS OF THE UNITED STATES FORCES

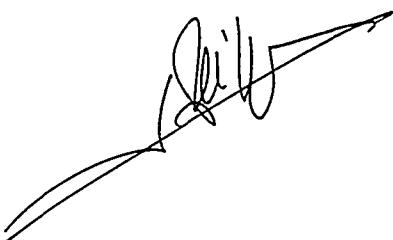
1. The privately owned motor vehicles of members of the United States Forces permanently assigned to Spain shall be registered in accordance with the following provisions of this Annex.
2. Applications for the clearance through customs of these vehicles shall be sent to the customs authorities of the port of entry which shall prepare a permit, which shall be issued immediately upon the arrival of the vehicle. This permit will be issued free of duties, fees, or charges, and shall be valid as long as the vehicle is registered to a member of the United States Forces.
3. Applications for registrations shall be submitted by the Joint United States Military Group in Spain (JUSMG) directly to the Jefatura de Trafico in Madrid. The Jefatura de Trafico shall approve the applications for registration and shall validate the registration number and issue the registration permit which shall constitute the authorization for the operation of the vehicle concerned in Spain. This registration shall be free of duties, fees, or charges. Registrations thus made shall be valid for the duration of the official assignment of the applicants as members of the United States Forces in Spain.

4. Vehicles of members of the United States Forces in Spain shall be exempt from inspection by the Delegacion de Industria.

5. The Joint United States Military Group in Spain (JUSMG) shall be responsible for the administrative control of the registration numbers issued. If the owner of a vehicle registered in accordance with paragraph 3 of this Annex loses his status as a member of the United States Forces, the Joint United States Military Group in Spain (JUSMG) shall so notify the Director General of Customs and the Jefatura de Trafico in Madrid.

MADRID, The 31st of January 1976

For the Government of
Spain:

A handwritten signature in black ink, appearing to read "J. M. Sánchez".

For the Government of
the United States of America:

A handwritten signature in black ink, appearing to read "John Shaffer".

PROCEDURAL ANNEX VIRULES GOVERNING MEDICAL SERVICES OF THE
UNITED STATES FORCES IN SPAIN

1. The procedures in this Annex shall apply to the health care and medical services of the United States Forces in Spain.
2. For the purposes of this Annex, the term "medical personnel" means the physicians, surgeons, specialists, dentists, nurses and other members of the United States Personnel in Spain who perform medical services, and other doctors of United States nationality or ordinarily resident in the United States employed or contracted in exceptional cases by the United States Forces.
3. The military authorities of the United States are authorized to maintain those hospitals and other health facilities in Spanish territory existing on the effective date of the Agreement in Implementation, or those which may be authorized in the future through the United States-Spanish Council. At the request of hospitalized personnel, and in agreement with the Administration of the facility, Spanish medical personnel may practice their profession in the hospitals and health facilities indicated above.
4. Medical personnel may perform medical services in Spain of the same type which such persons are authorized to perform

at United States military medical facilities, subject to the limitations contained in this Annex, without prior examination or revalidation of their professional certificates by the Spanish authorities, provided that medical treatment punishable by the law of Spain may not be performed by the medical personnel.

5. The Joint Committee for Politico-Military Administrative Affairs shall determine categories of persons eligible for medical care from United States military medical facilities in Spain. In case of emergency, medical personnel may render medical assistance to any persons in Spanish territory

6. Normally, medical personnel will practice their profession in the hospitals and other medical facilities of the United States Forces in Spain, but may render their assistance to authorized persons in any place or facility in which they may be found. If such persons are in a Spanish medical facility said assistance shall be carried out under the authority of the director of the establishment.

7. No member of the medical personnel shall practice medicine in Spanish territory, except as provided in this Annex or when such practice is expressly authorized by Spanish authorities.

8. Births occurring in medical centers of the United States Forces in Spain or elsewhere in Spanish territory which are attended by doctors belonging to the medical personnel referred

to in this Annex shall be certified and registered according to Spanish law. The certificates and other documents issued by said United States doctors shall have the same legal effect, to this end, as those issued in similar cases by Spanish doctors.

9. The United States military authorities shall take special care to prevent the spread of contagious diseases in Spain. Patients suffering from contagious or infectious diseases shall be treated, isolated, or transported out of Spanish territory, in accordance with the provisions and regulations of Spain and the United States. The military commands of the United States Forces shall be informed, through the Joint Committee for Politico-Military Administrative Affairs, of the health provisions issued by the Spanish authorities and generally applicable throughout the national territory in order that appropriate measures may be adopted to satisfy the said provisions.

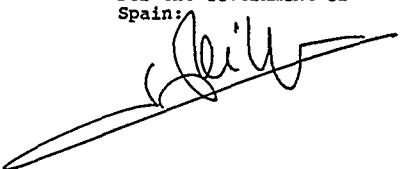
10. The remains of United States personnel who die in Spanish territory may be claimed, given post mortem examination, embalmed and transported outside such territory upon authorization of the appropriate Spanish authorities. When death occurs outside of a medical facility of the United States, the remains of such persons will be delivered as soon as possible to the custody of the United States military authorities. The certificates of death and other required documents will be prepared, in accordance with Spanish law, by the Spanish or U.S. doctor who certifies death. The Spanish

authorities will have access to any document or proceeding which is originated to comply with legal provisions established by Spanish law. Delivery of the remains and post mortem examination will, in all cases, be subject to the appropriate judicial authority if the cadaver is at the disposal of a judge in order to carry out a judicial proceeding. Spanish doctors who attest to the death of United States personnel will prepare documents required by the Government of the United States to confirm said death.

11. When serious circumstances make it advisable, and at the request of the Spanish Government, the health facilities and services of the United States Forces may be utilized as much as practicable to meet Spanish needs. Under the same circumstances, Spanish facilities and health services will lend all possible assistance to take care of a like request from the United States authorities. In case of a natural disaster which might affect a large number of people, assistance will be given on a reciprocal basis; further, Spanish and U.S. facilities and health services will cooperate to the greatest extent practicable and they will be used jointly in the common good.

MADRID, The 31st of January 1976

For the Government of
Spain:



For the Government of
the United States of America:



PROCEDURAL ANNEX VIIRULES FOR THE USE OF SPANISH AIR BASES BY UNITED STATES
FORCES AND REGULATION OF AIR MOVEMENTS OF SUCH FORCES1. General

1.1. This Annex applies to all aircraft of the land, sea or air armed forces of the United States, as well as United States civilian aircraft chartered wholly by such forces, which are in Spanish air space or are using Spanish air bases or airports in performance of the functions authorized in the Treaty of Friendship and Cooperation. Hereafter, these aircraft shall be generally referred to as "aircraft of the United States Forces."

1.2. Air movement is understood to mean overflight, landing or take-off in Spain or Spanish sovereign territory by aircraft of the United States Forces.

1.3. Air movements of aircraft of the United States Forces in Spanish air space in performance of the functions authorized in the Treaty of Friendship and Cooperation will be conducted in accordance with Article VIII of Section I of the Agreement in Implementation and the following provisions of this Annex.

1.4. No third country aircraft shall use a Spanish air base or airport as a result of the Treaty, except in accordance with provisions and control measures agreed upon by the Joint Committee for Politico-Military Administrative Affairs and subject to veto in each case by the Government of Spain. Neither may aircraft of the United States Forces with crew members who are members of the armed forces of third countries use Spanish air bases or airports without the prior authorization of the appropriate Spanish authorities.

2. Usable Air Bases and Airports

2.1. Aircraft of the United States Forces may use the air bases (including the Naval Air Facility at Rota) enumerated in the Treaty.

2.2. If aircraft of the United States Forces should need to use an air base not included in the Treaty or the civilian airport of Barcelona or Palma de Mallorca, the necessary authorization must be requested at least 48 hours in advance. Authorized aircraft will be furnished necessary logistical and technical assistance depending on the service available in such air bases.

2.3. If, for a special reason, aircraft of the United States Forces should need to use a civil airport, except Barcelona and Palma de Mallorca, the authorities of the United States shall submit to the Spanish air authorities a request to that effect, giving reason, at least 72 hours in advance.

2.4 In case of aircraft emergency, United States Forces are authorized to use any air base or airport.

2.5 The use of the Spanish air bases and airports by aircraft of the United States Forces, as stated in the preceding paragraphs, shall be free of all charges, taxes, or encumbrances. Payment will be made for material assistance.

3. Air Traffic

3.1. All flights will be conducted in accordance with duly approved flight plans. Such flights shall be governed by the general Rules of Flight in force in Spain, approved and published by appropriate Spanish authorities, and by the instructions given by Spanish regional or local air traffic control authorities.

3.2. The air traffic control authorities are:

3.2.1. Regional.

Chief of Regional Flight Information Centers
(FIC).

Chief of Area Control Centers (ACC).

3.2.2. Local:

Flight Officer, designated by the Commander
of the Air Base.

Airport Traffic Official.

Chief Controller, designated by both.

3.3. Military control towers will be under the direction of a Spanish Flight Officer. To the extent that coordination of control of flights of aircraft of the United States Forces is necessary, one or more U.S. controllers, who have ample knowledge of Spanish, will be used to assist the Spanish Chief Controller.

3.4. The United States authorities will notify the competent Spanish authorities at least 24 hours in advance of formation flights of more than eight aircraft entering or departing from Spanish territory. With the same advance notice, they will report any air movements which may create a substantial increase in the usual air activity. Flights which may pose a special risk to the civilian population will not be conducted without express authorization of the Ministry of Air.

3.5. Flights in and out of the air bases and airports referred to in paragraph 2 above will be subject to current flight regulations (including traffic precedence, time and

area restrictions) duly established by appropriate Spanish authorities for the safe and orderly flow of air traffic in Spain.

3.6. The United States Forces shall not establish air traffic control systems in Spain without the prior approval of the Spanish air authorities.

4. Air Space for Training

4.1. The Spanish Ministry of Air will make available through the Joint Committee for Politico-Military Administrative Affairs to the United States Forces, within the level of forces agreed upon by the Treaty, and to those other military units whose presence in Spain has been authorized by the Joint Military Committee, such air space, within that established for the training of the Spanish Air Forces, as is required for the training of the United States Forces, including air-to-air and air-to-ground training.

4.2. Air space for training shall be carefully demarcated with respect to area as well as the flight levels and schedule to be used. The use of this air space will be subject to the safety and flow of both civil and military air traffic.

4.3. Training flights will be conducted in conformity with Spanish national flight regulations.

5. Bombing and Gunnery Ranges

5.1. The United States Forces within the level of forces agreed upon and based in Spain, including those United States Forces temporarily stationed in Spain and air units of the Sixth Fleet, are authorized to use for their bombing and gunnery

training (air-to-air and air-to-ground) the firing range of Bardenas Reales, Zaragoza, subject to its continuing availability for lease. For the training of United States Forces, other than those mentioned above, the approval of the Spanish air authorities, through the Joint Committee for Politico-Military Administrative Affairs, will be necessary. The crews of the aforesaid units shall all be members of the United States Armed Forces unless otherwise agreed in the Joint Military Committee.

5.2. The Spanish and United States Forces shall coordinate the dates and schedules for the use of the aforesaid firing range in order to prevent interference and obtain optimum utilization, and they shall establish the necessary procedures governing the use of subject facilities and the allocation of personnel and materiel to be furnished by each Force.

5.3. The fire control tower of the firing range shall always be under the direction of the Spanish Range Officer. When the United States Forces are training, however, a Range Safety Officer of the United States shall be in the fire control tower to direct the movement of its aircraft exclusively within the range. To ensure communications between the Spanish and United States officers, the United States Forces will also provide the services of a person who has ample knowledge of Spanish.

5.4. Expenses incurred due to United States Forces utilization of aforesaid range shall be cost shared in accordance with paragraph 3.4. of Procedural Annex I.

6 Accidents Occurring to Aircraft of the United States Forces

6.1. In case of accidents occurring to aircraft of the United States Forces in Spanish territory, the Spanish and United States authorities will cooperate in the adoption of rescue measures with primary responsibility belonging to the United States authorities. Measures to take charge of removing the damaged aircraft and its technical equipment shall be the responsibility of the appropriate United States authorities.

6.2. Spanish military or police forces shall have primary responsibility for the external security of such damaged aircraft. However, United States Forces, if first on the scene, may assume this responsibility pending the arrival of Spanish Forces.

6.3. Once Spanish authorities have assumed responsibility for the security of such aircraft, United States technical personnel designated by the United States Forces will have access to the accident scene. These personnel will cooperate fully with the Spanish investigating officer to assure that the scene of the accident is not disturbed in a manner that could prejudice the investigations of the accident by Spanish and United States authorities.

6.4. The investigation of these accidents will be accomplished in accordance with the laws of air navigation of Spain, and will be independent of the investigation to be conducted by United States authorities.

6.5 When an investigation of a particular accident is opened, United States authorities will furnish whatever data

and technical assistance are deemed necessary, with the exception of any information considered, because of its nature, to be classified.

7. Air Search and Rescue

Spanish and United States authorities will cooperate and lend all possible help in air search and rescue activities.

8. Weather Service

United States authorities may establish and maintain meteorological stations as are decided on by mutual agreement, establishing a continuing exchange of reports with the Spanish Meteorological Service in accordance with rules and procedures to be established.

9. Aircraft in Transit

This matter is covered in the exchange of notes on this subject dated January 24, 1976. [1]

MADRID, The 31st of January 1976

For the Government of
Spain:



For the Government of
the United States of America:



¹ TIAS 8360; *ante*, p. 3005.

TIAS 8361

PROCEDURAL ANNEX VIII
USE OF THE ROTA NAVAL BASE
BY UNITED STATES FORCES

1. The command of the base shall be Spanish under the "Rear Admiral Commander of the Naval Base".
2. The provisions of Annex I shall apply to Rota Naval Base.
3. In order to govern the use by the United States Forces of the facilities of the Rota Naval Base, the Rear Admiral Commander of the Naval Base shall prepare with the Commander, United States Naval Activities Spain (Rota), the basic rules and procedures which will be consistent with the requirements of both navies.
4. Pursuant to paragraph 3 of this Annex, the rules for movement and use of the port will be established. These rules will be divided in general lines, into two groups
 - 4.1. Rules for warships will include procedures for notification of arrival, entrance priority, etc.
 - 4.2 Rules for merchant ships. The rules will include the preceding and that relating to pilotage, towage, mooring, sanitation, pratique, cargo manifest, customs, etc.

The above rules will take into account all technical aspects which when complied with, tend to avoid possible interferences, incompatibility, congestions, risk of accidents, etc.

5. Military units within the agreed force levels do not require advance authorization for entries and departures, except for routine notification in the form agreed to in the Basic Rules referred to in paragraphs 3 and 4 of this Annex. Ships of the United States Navy which are not included within the agreed force levels and those ships wholly chartered by said forces can enter and depart the Base in accordance with the rules in Annex IX-A for visits to Spanish ports.

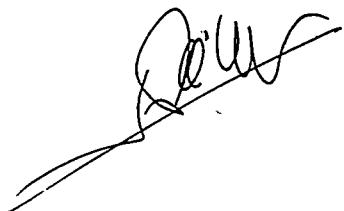
6. Ships of third nations entering Rota Naval Base will be required to follow the regulations established in accordance with paragraph 3, Article VIII, Section I of the Agreement in Implementation, and in order that the Government of Spain may exercise the right to veto such visits if it desires, authorization for entry must be requested ten days in advance; in exceptional cases this period of time may be reduced.

7. In addition to the security measures taken by the Rear Admiral Commander of the Naval Base and the Commander, United States Naval Activities Spain, and in agreement

with Annex I, the Rear Admiral Commander of the Naval Base will be responsible for the defense of the harbor and coastline by means of a maritime-land watch which will be carried out by Spanish forces.

MADRID, The 31st of January 1976

For the Government of
Spain:



For the Government of
the United States of America:



PROCEDURAL ANNEX IX-ARULES GOVERNING VISITS OF UNITED STATES VESSELS
TO SPANISH PORTS

1. This Annex applies to vessels of the United States Navy and vessels chartered wholly by the United States Department of Defense which visit Spanish ports and which are not provided for in paragraph 5 of Annex VIII. These vessels, hereinafter referred to as vessels of the United States Forces, are classified as follows:

1.1. United States naval vessels, either combatant or auxiliary, under the operational control of a United States naval commander.

1.2. Vessels in the service of the United States Navy called United States Naval Ships (USNS) and General Agency Agreement (GAA) ships, both of which are the property of the United States Government, and whose activities are carried out through the Military Sealift Command (MSC).

1.3. Other vessels which are chartered wholly by the United States Department of Defense.

2. Vessels of the United States Forces may enter, operate in, and leave Spanish ports and territorial waters according to the provisions of this Annex.

3. When passing through Spanish jurisdictional waters, submarines must navigate on the surface.

4. Visits are classified and defined as follows

4.1. Type "A" - Informal visits: Those in which formalities are restricted to the usual salutes and customary calls.

4.2. Type "B" - Operational visits. Those which are primarily for logistical purposes or repairs

4.3 Type "C" - Visits of courtesy. Those which are of formal nature in which there is an exchange of official courtesies and formal entertainment, and require prior arrangements through diplomatic channels

5. Vessels of the United States Forces may visit at Spanish ports, giving the proper notification without further formalities in the case of Type "A" visits. Nothing in the foregoing shall preclude the competent Spanish authorities from disapproving a proposed visit in case of port congestion or other valid reason.

6. Type "B" visits require the authority of the Joint Committee for Politico-Military Administrative Affairs, which shall be notified not less than five days in advance.

7. Type "C" visits require advance approval, initiated by the Department of Defense, the Chief of Naval Operations, or the designated commanders, and will be processed at the level of Spanish naval commands. Diplomatic clearance will be assumed unless the United States Naval Attaché is notified to the contrary

8. Advance notification for Type "A" or Type "B" visits shall be governed by the following.

8.1. The notification shall include, in complete detail, the name of the port or area at which the visit is to be made; the names and types of the vessels and whether or not they are saluting ships; the names of flag officers, unit commanders, masters, military liaison officers on board, and distinguished passengers embarked; the inclusive dates of the visit; and classes of privileges desired.

8.2. The United States Naval Attaché in Madrid shall notify the Joint Committee for Politico-Military Administrative Affairs and the Spanish naval authorities not less than five days in advance.

8.3. In cases of emergency, including inclement weather, when advance notification cannot be made, the details of the call will be given immediately to the appropriate Spanish naval authorities and the United States Naval Attaché.

9. During their stay in Spanish ports or waters, vessels of the United States Forces shall be governed by the following rules:

9.1. All harbor regulations regarding pilotage, sanitation and customs which are applicable to Spanish naval vessels shall be obeyed.

9.2. The charges for port services such as towing, mooring, wharfage and dockage, picking up refuse or garbage, etc., will be levied against vessels of the United States Forces when these services are furnished in accordance with the requirements of present Spanish legislation or when solicited by the visitors. Such charges will not be greater than those applied to ships of the Spanish Navy.

9.3. Vessels of the United States Forces shall be, as in the case of Spanish naval vessels, immune from search, including customs and health. Communicable disease on board, the existence of which may be suspected or known, shall be reported prior to requesting pratique. Personal effects landed from visiting vessels will be subject to declaration and inspection by local customs authorities.

9.4. Passports or visas will not be required for personnel disembarking temporarily from visiting vessels and who are required to go back aboard before the vessel puts out to sea. United States Department of Defense identification papers will be required.

9.5. The wearing of uniforms for visits ashore is authorized.

10. Among the classes or privileges referred to in paragraph 8.1. which will normally be accorded to vessels of the United States Forces, subject to prior notification, are the following:

10.1. Class 1 - Logistics Supplies: This will include fuel and fresh dry provisions which will be furnished to the extent possible available through local sources or as ordered in advance.

10.2. Class 2 - Repairs. Repairs and modifications will be the subject of special arrangements in each case.

10.3. Class 3 - Shore Liberty: Shore liberty will be subject to any restriction which local Spanish naval authorities may impose. Athletic and recreation facilities will be afforded through local military authorities according to established rules and rates.

10.4. Class 4 - Shore Patrols: Unarmed personnel in uniform in order to assist local authorities in maintaining order.

10.5. Class 5 - Training: Utilization of training areas ashore or in territorial waters in such places as may be agreed upon with local commanders.

10.6. Class 6 - Flight Training: This will include the shore basing of aircraft and training flights of ship-based and/or shore-based aircraft, subject to the prior authorization of the Joint Committee for Politico-Military Administrative Affairs in each case.

10.7. Class 7 - Conducted Tours: Authorization for daily or extended tours to Spanish cities.

10.8. Class 8 - Official Transportation: Permission to off-load, operate, and on-load official vehicles during the ship's stay in Spain. Numbers and type of such vehicles will be furnished with the notification.

11. The procedures for the arrival, port movements and furnishing of services, will be established between the Spanish and United States Navies.

11.1. Safe anchorage and pier facilities, including those needed for loading and off-loading stores and personnel, will be assigned to the extent practicable as requested by vessels of the United States Forces.

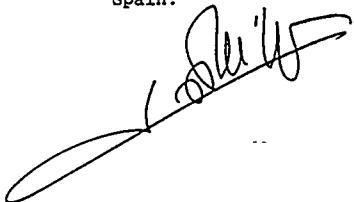
11.2. Local hydrographic information will be furnished when requested.

11.3. The establishment of shore communications services, except normal telephone, telegraph or cable services, will require prior agreement in each case.

12. In the event of unforeseen circumstances not covered by the provisions of this Annex, it is understood that any vessel of the United States Forces in Spain for the purposes of the Agreement in Implementation shall be given the same treatment and consideration as a Spanish vessel.

MADRID, The 31st of January 1976

For the Government of
Spain:



For the Government of
the United States of America:



PROCEDURAL ANNEX IX-BRULES GOVERNING VISITS OF SPANISH NAVAL VESSELS
TO UNITED STATES PORTS

To simplify the peacetime formalities relating to the access of Spanish naval vessels to ports or anchorages in the United States, the parties agree as follows:

1. Definitions. For the purposes of this Annex:

- 1.1. "Spanish Naval Vessels" include the following:
 - 1.1.1. Vessels, either combatant or auxiliary, under the operational control of a Spanish naval commander pursuant to orders issued by proper authority of the Spanish Navy.
 - 1.1.2. Vessels in the service of the Spanish Navy, which are the property of the Spanish Government, and whose activities are carried out in connection with Spanish Naval activities.
 - 1.1.3. Other vessels which are chartered wholly by the Spanish Navy

1.2. "Visit" signifies the temporary stay of a Spanish Naval Vessel in a port or anchorage of the United States.

1.3. "Call" refers to contacts between officials during a visit.

2. Application and Authority. This Annex applies to all Spanish Naval Vessels which visit United States ports. Spanish Naval Vessels may enter, operate in, and leave United States ports and jurisdictional waters according to the provisions of this Annex.

3. Classification of Visits. Visits are classified as follows:

3.1. Type "A" - Informal visits: Those in which the visit takes the form of a neighborly relation, and the formalities are restricted to the usual salutes and customary calls.

3.2. Type "B" - Operational visits. Those which are primarily for logistical purposes or repairs.

3.3. Type "C" - Visits of courtesy: Those which are of formal nature in which there is an exchange of official courtesies and formal entertainment, and which require prior arrangements through diplomatic channels.

4. Procedures for Visits and Calls. Visits and calls shall be governed by the following rules

4.1. Authority for Type "A" and "B" visits shall be obtained by Spanish naval authorities through their Naval Attaché.

4.2. The Spanish Naval Attaché shall notify the appropriate United States naval authorities not less than five days in advance of the visit.

4.3. The notification shall include, in complete detail, the name of the port or area at which the visit is to be made; the names and types of the vessels and whether or not they are saluting ships; the names of flag officers, unit commanders, masters, military liaison officers on board, and distinguished passengers embarked, the inclusive dates of the visit; and classes of privileges desired.

4.4. Approval of Class "C" visits will be arranged through diplomatic channels, and may include such notifications as shall be agreed upon by the parties.

4.5. In cases of emergency, including inclement weather, when advance notification cannot be made, the details of the visit will be given immediately to the appropriate United States naval authorities and the Spanish Naval Attache. Visits in cases of emergency will be regarded as Type "A" visits.

4.6. During Type "A" and "C" visits exchanges of gun salutes and calls will be in accordance with international customs.

4.7. During Type "B" visits no gun salutes will be fired, and exchanges of calls will normally be restricted to the senior naval officer ashore or, in the absence of such authority, to the senior United States military authority.

5. In-Port Rules. During their stay in United States ports or waters, Spanish Naval Vessels shall be governed by the following rules.

5.1. All harbor regulations regarding pilotage, sanitation and customs which are applicable to United States Naval Vessels shall be obeyed.

5.2. The charges for port services such as towing, mooring, wharfage and dockage, picking up refuse or garbage, etc., will be levied against Spanish Naval Vessels when these services are furnished in accordance with the requirements of present United States legislation or when solicited by the visitors. Such charges will not be greater than those applied to United States Naval Vessels.

5.3. Spanish Naval Vessels shall be, as in the case of United States Naval Vessels, immune from search, including customs and health. Communicable disease on board, the existence of which may be suspected or known, shall be reported prior to requesting pratique. Personal effects landed from visiting vessels will be subject to declaration and inspection by local customs authorities.

5.4. Passports or visas will not be required for personnel disembarking temporarily from visiting vessels and who are required to go back aboard before the vessel puts out to sea. Spanish naval identification papers will be required.

5.5. The wearing of uniforms for visits ashore is authorized. . .

5.6. Commanding officers of Spanish Naval Vessels shall be responsible to their appropriate national senior officer for the conduct and procedure of their commands in accordance with their national regulations.

6. Privileges. Among the classes or privileges referred to in paragraph 4 3. which will normally be accorded to Spanish Naval Vessels, subject to prior notification, are the following:

6.1. Class 1 - Logistics Supplies This will include fuel and fresh dry provisions which will be furnished to the extent possible available through local sources or as ordered in advance.

6.2. Class 2 - Repairs Repairs and modifications will be the subject of special agreements in each case.

6.3. Class 3 - Shore Liberty: Shore liberty will be subject to any restriction which local United States naval authorities, or federal, state or local governmental authorities, may impose. Athletic and recreation facilities will be afforded through local military authorities according to established rules and rates.

6.4. Class 4 - Shore Patrols: Unarmed personnel in uniform in order to assist local authorities in maintaining order.

6.5 Class 5 - Training: Utilization of training areas ashore or in territorial waters in such places as may be agreed upon with local commanders.

6.6. Class 6 - Flight Training: This will include the shore basing of aircraft and training flights of ship-based and/or shore-based aircraft, subject to the prior authorization of appropriate United States authorities in each case.

6.7 Class 7 - Conducted Tours: Authorization for daily or extended tours to United States cities.

6.8. Class 8 - Official Transportation: Permission to off-load, operate, and on-load official vehicles during the ship's stay in the United States. Numbers and type of such vehicles will be furnished with the notification.

7. Port Movements and Services. Procedures for the arrival, port movements and furnishing of services, will be established between the Spanish and United States Navies.

7.1. Safe anchorage and pier facilities, including those needed for loading and off-loading stores and personnel, will be assigned to the extent practicable as requested by Spanish Naval Vessels.

7.2. Local hydrographic information will be furnished when requested.

7.3. The establishment of shore communications services, except normal telephone, telegraph or cable services, will require prior agreement in each case.

8. General.

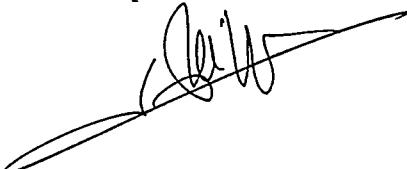
8.1. Nothing in this Annex shall preclude the competent United States authorities from disapproving a proposed visit in case of port congestion, security or other valid reasons.

8.2. When passing through United States jurisdictional waters, submarines must navigate on the surface.

8.3. In the event of unforeseen circumstances not covered by the provisions of this Annex, it is understood that, for the purposes of this Annex, any Spanish Naval Vessel shall be given the same treatment and consideration as a United States Naval Vessel.

MADRID, The 31st of January 1976

For the Government of
Spain:



For the Government of
the United States of America:



PROCEDURAL ANNEX X
COMMUNICATIONS AND ELECTRONICS

1. General

1.1. The United States Forces may use and maintain existing communications-electronic facilities and services referred to in Supplementary Agreement on Facilities (Number 6) and, if necessary, in such other areas as may be authorized by the United States-Spanish Council.

1.2. In general and where available, however, the Spanish telephone, telegraph and teletype services will be used to meet the requirements of the United States Forces.

1.3. The United States Forces are authorized to use codes, ciphers and other means of cryptographic security.

2. Land Line Communications

2.1. The needs of the United States Forces for land line communications facilities and services will be coordinated with the Spanish Military Forces and civilian communications services. Procedures for assignment of the land line telecommunication facilities and services deemed necessary by the United States will be agreed upon between the appropriate Spanish military authorities and the United States military authorities through the Joint Committee for Politico-Military Administrative Affairs. Payment for such services shall be made according to the provisions of such agreement.

TIAS 8361

2.2. In order to permit timely action by the Spanish civil and military telecommunication authorities, those authorities shall be notified as far in advance as possible of the projected requirements of the United States Forces for land line circuits.

2.3. The United States Forces may install, maintain, and operate their own equipment at the terminals of land lines furnished by Spanish agencies. The installed equipment must not cause any interference on other Spanish land lines and shall be suitable for use on circuitry that conforms to recommendations of the International Telegraph and Telephone Consultative Committee (C.C.I.T.T.) and to the conditions established by the Spanish agency concerned.

2.4. When necessary, and when no usable lines exist, telephone, record, and such other intercommunication systems considered necessary for the support of United States military requirements may be installed as authorized by the Joint Committee for Politico-Military Administrative Affairs. If mutually agreed, such systems may be integrated with those of the Spanish Military Forces.

2.5. The United States Forces may install, as authorized by the Joint Committee for Politico-Military Administrative Affairs, control circuits from the installations referred to in the Supplementary Agreement on Facilities (Number 6) to transmitter, receiver and electronic navigational aid facilities located outside the aforesaid installations. The exact routing of land lines for these purposes will be determined by mutual agreement between the appropriate Spanish and United States military authorities.

3. Radio Communications

3.1. The United States Forces are authorized to maintain and utilize the following existing facilities:

3.1.1. Major radio communication facilities as links with the world-wide military network of the United States;

3.1.2. Such other lesser radio communications facilities required for the support of military and administrative services of the United States Forces in Spain,

3.1.3 Radio facilities for communication with United States military aircraft;

3.1.4. Such other radio broadcasting transmitting stations contributing to the normal welfare and training of the United States Forces, which includes short-range radio broadcasting stations, in accordance with the rules issued on the matter by the Spanish authorities.

3.2. When authorized by the Joint Committee for Politico-Military Administrative Affairs, the United States Forces may also maintain and utilize for their support.

- 3.2.1. Satellite communications;

3.2.2. Television transmitting station, for the purposes and on the terms specified in sub-paragraph 3.1.4. above; and

3.2.3. Such other communications facilities as may be required in the future.

3.3. Transmitter and receiver antennas installed by the United States for the aforesaid purposes shall be located and constructed so as not to constitute a hazard to air navigation.

3.4 The United States Forces are authorized the continued use of the radio frequencies and call signs assigned to them for the operation of communications facilities in Spain. Any changes in existing frequencies or call signs, and requests for additional frequencies or call signs required for communications facilities in Spain, shall be coordinated, agreed upon and acquired through the normal channels. The Joint Committee for Politico-Military Administrative Affairs shall be informed of any such changes or requests.

4.. Control Towers

At the control towers used jointly by the Spanish and United States Forces, the latter will supply and operate the equipment needed to meet their own needs.

5. Aids to Navigation and Approach Control

The United States Forces may use and maintain presently existing electronic navigation and landing aids, such as airport surveillance radar, ground controlled approach (G.C.A.), TACAN and instrument landing systems (ILS), and may install any other such aids as are developed and adapted for such use. If in the future it should become necessary to change or expand the present facilities, this may be done subject to the approval of the United States-Spanish Council.

6. Aircraft Control and Warning System

The United States Forces are authorized to utilize the existing Spanish aircraft control and warning system. Rules regarding the use of this system shall be established by the Joint Committee for Politico-Military Administrative Affairs.

7. Weather Facilities

The United States Forces are authorized to maintain and utilize communication equipment in connection with the operation of authorized weather facilities in Spain.

MADRID, The 31st of January 1976

For the Government of
Spain:

For the Government of
the United States of America:



PROCEDURAL ANNEX XIIIRULES GOVERNING CONSTRUCTION CONTRACTS
WITH SPANISH CONTRACTORS

1. In accordance with Article VII of the Agreement in Implementation, the United States Forces may award contracts to Spanish or United States prime contractors for the execution of construction or improvement projects in Spain. Consistent with the requirements of the contract, the services of Spanish contractors shall be used, directly or through a United States prime contractor, provided the Spanish contractor fulfills the required conditions of the contract, which shall be made public, except in special cases which shall be communicated to the Joint Committee for Politico-Military Administrative Affairs.
2. Spanish contractors may be selected from those qualified to carry out the project either directly or by competitive bidding or through a United States prime or participating contractor
3. When selecting a Spanish contractor, the United States Forces will give the opportunity to bid to the largest possible number of contractors, reserving the right, however, of selecting the contractor considered to be the best qualified, price and other factors considered.

4. The Spanish prime contractors or those Spanish contractors selected through a United States prime or participating contractor have to be listed in the Register of Contractors of the Spanish Treasury Ministry with the classification applicable to the type of projects to be performed, in accordance with the requirements of a similar project which might be contracted for by the Spanish Government.

5. Invitations to bid, or bid specifications, should contain, in the greatest detail.

- a) The scope of construction
- b) The quality of material to be used
- c) The detailed plans of the project
- d) Broad range of estimated cost
- e) The maximum period of time or completion date for carrying out the project.

A sample of the bid specifications or bid offers will be given to the Spanish command of the installation, and another will be sent to the Joint Committee for Politico-Military Administrative Affairs.

6. When a contract has been awarded, this fact will be communicated to the Joint Committee for Politico-Military

Administrative Affairs, together with a summary of the terms of the award.

7 When it is not feasible to carry out the project through the procedures of paragraphs 1, 2 or 3 of this Annex, the Joint Committee for Politico-Military Administrative Affairs may, as an exception, authorize contracting with firms from third countries, in all cases reserving the right to approve the contract award made by U.S. authorities in such cases.

8. If a Spanish contractor does not fulfill the conditions of his contract, the United States Forces will inform the Joint Committee for Politico-Military Administrative Affairs of this fact, without prejudice to civil actions which might apply

MADRID, The 31st of January 1976

For the Government of
Spain:



For the Government of
the United States of America:



PROCEDURAL ANNEX XIV

INSURANCE COVERING CIVIL LIABILITIES OF EMPLOYEES OF
CONTRACTORS AND SUBCONTRACTORS OF THE UNITED STATES
FORCES AND OTHER CIVILIAN PERSONNEL AS PROVIDED IN
ARTICLE XXIX OF THE AGREEMENT IN IMPLEMENTATION

1. This Annex sets forth the requirements relating to civil liability insurance covering employees of contractors and subcontractors of the United States Forces and other civilian personnel as provided in Article XXIX of the Agreement in Implementation. The acquisition of civil liability insurance by Spanish contractors and subcontractors of the United States Forces, and the conditions thereof, shall be governed by Spanish laws and regulations pertaining to civil liability insurance and shall not be within the application of this Annex.
2. The insurance policies referred to in this Annex shall be taken out with Spanish or United States companies legally authorized to conduct this type of business in Spain.
3. The insurance policies discussed in this Annex, which may be of a general or particular character, shall conform to Spanish law and regulations.
4. Insurance policies referred to in this Annex shall contain:
 - 4.1. Provisions requiring submission to Spanish law and jurisdiction of any problem that may arise in regard to the

interpretation or application of the clauses and conditions of the policy.

4.2. Provisions authorizing the insurance company, as subrogee of the insured entity, to attend to directly and to assume, with respect to any person damaged, the legal consequence arising from the occurrence of such damages.

5. Insurance policies referred to in this Annex shall not contain:

- 5.1. Any deductible amount or similar limitation.
- 5.2. Any provision requiring submission to any type of arbitration.

6. Prior to the conclusion of contracts or commencement of services referred to in paragraph 7 of this Annex, the Joint Committee for Politico-Military Administrative Affairs, as expeditiously as possible, shall determine for each class of contracts or services the amount of insurance required sufficiently to cover risks deriving from civil liabilities arising in Spain as a result of personal injury or property damage caused by acts or omissions done in the performance of duty by those persons referred to in Article XXIX of the Agreement in Implementation, bearing in mind the types of activities involved in each class of work or service.

7. After the determination by the Joint Committee for Politico-Military Administrative Affairs required by paragraph 6 above has been made the following rules shall apply.

7.1. With respect to contractors and subcontractors, the military authorities of the United States shall provide in all contracts for works or services the obligation of the contractor to take out an insurance policy covering civil liabilities for damages to persons or things which may arise in Spanish territory as a result of acts or omissions done in the performance of duties by his employees. They shall also require that the same obligation be included in the contracts of subcontractors performing services for the principal contractor.

7.2. Before the start of work by the contractor or subcontractor, the military authorities of the United States shall transmit to the Joint Committee for Politico-Military Administrative Affairs a document issued by the insurance company certifying insurance coverage of the civil liabilities referred to in paragraph 7.1. above in an amount no less than the amount established by the Joint Committee for Politico-Military Administrative Affairs for that class of contract.

7.3. With respect to civilian members of the United States Personnel in Spain who are not dependents and to whom the provisions of Articles XXVI and XXVII of the Agreement in Implementation do not apply, the military authorities of the United States shall transmit to the Joint Committee for Politico-Military Administrative Affairs a document similar to that required by paragraph 7.2. above before such persons begin their official activities in Spain.

8. The military authorities of the United States, upon receiving notice of the occurrence of injury or damage which may result in claims under the insurance policies referred to in this Annex, shall transmit to the Joint Committee for Politico-Military Administrative Affairs a brief report of the incident containing the date, place, parties involved and the name of the applicable insurance company. To facilitate the handling of claims, the said authorities will afford a copy of the report to persons alleging injury or damage.

MADRID, The 31st of January 1976

For the Government of
Spain:

For the Government of
the United States of America:



PROCEDURAL ANNEX XVSTORAGE AND TRANSPORT OF MILITARY
MUNITIONS AND EXPLOSIVES FOR
THE UNITED STATES FORCES IN SPAIN1. Storage

1.1. The United States Forces may utilize and maintain the existing facilities and services for storage of munitions and explosives to which Supplementary Agreement on Facilities (Number 6) refers and, when appropriate, those other facilities which may be authorized by the United States-Spanish Council.

1.2. Any substantial increase in the level of munitions at any facility, in normal circumstances, shall be processed in accordance with the provisions of Article II of the Agreement in Implementation.

1.3. At storage facilities described in this Annex, the quantity-type-distance criteria established for purposes of safety by the regulations of both countries shall apply. In the event there are differences between said regulations the matter may be submitted to the Joint Committee for Politico-Military Administrative Affairs. The agreed location of those storage facilities and of areas outside the military installations but inside the quantity-type-distance limits will be indicated in the general plans of Spanish military installations where there are United States Forces.

1.4. When necessary, the Spanish authorities shall establish appropriate restrictions on the use of areas located outside Spanish military installations and falling within the quantity-type-distance limits. These restrictions shall include a ban on the construction of new buildings and on the use of existing buildings.

1.5. The Commander of the Installation may authorize, when justified by particular circumstances, increases in the level of utilization, provided that the established quantity-type-distance criteria are maintained.

2. Transport

2.1. The United States military authorities shall request permission from the Joint Committee for Politico-Military Administrative Affairs to load or off-load military munitions and explosives at a suitable Spanish seaport designated by the Spanish authorities for the purpose unless such loading or off-loading is to take place at or on Spanish military installations described in Paragraph 1.1. Such request shall be made as early in advance as possible, but normally no less than seven days prior to the expected arrival of the ship in port. The request shall specify:

- 2.1.1. Port,
- 2.1.2. Expected day and time of arrival,
- 2.1.3. Requested anchorage or pier;
- 2.1.4. Identification of ship and draught,
- 2.1.5. Expected loading or off-loading time;
- 2.1.6. Description and amount of munitions or explosive material to be loaded or off-loaded,

2.1.7. Proposed means of transportation for transferring the munitions to or from their place of storage;

2.1.8. Safety measures to be followed in loading, off-loading, and transporting.

2.2. When a request described in Paragraph 2.1. is made and approved by the competent Spanish military authority, the Joint Committee for Politico-Military Administrative Affairs shall inform the competent Spanish and United States authorities that authorization has been granted in order that the necessary loading, off-loading and transportation operations may be carried out, and shall also inform the United States authorities expeditiously of any special details of such operations.

2.2.1. The Spanish Government shall be responsible for external safety procedures and shall determine the control measures that are necessary during such loading, off-loading, and transportation operations.

2.2.2. During such loading, off-loading, and transportation operations between the designated port and storage areas, the safety rules prescribed in the regulations of the armed forces of Spain and of the United States shall apply as well as the specifications which govern the means of transportation utilized.

2.2.3. When transporting military munitions or explosives between Spanish ports and storage areas, or between Spanish ports enroute to or from a storage area by land, sea, or air, the following points shall be taken into account:

2.2.3.1. Transportation by land outside the Spanish military installations described in Paragraph 1.1. shall be agreed upon in advance through the Joint Committee for Politico-Military Administrative Affairs

2.2.3.2. Transportation by sea shall take place after notifying the Joint Committee for Politico-Military Administrative Affairs of the Spanish ports involved.

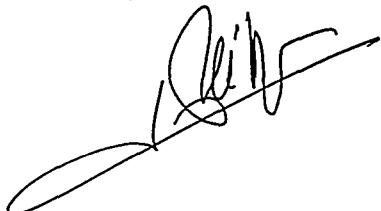
2.2.3.3. Transportation by air within Spanish territory shall be in accordance with procedures approved by the Joint Committee for Politico-Military Administrative Affairs.

2.2.4. In case the safety regulations prescribed in the Spanish and United States regulations do not coincide, the regulation which offers the greater level of safety will be adopted.

MADRID, The 31st of January 1976

For the Government of
Spain:

For the Government of
the United States of America:



TIAS 8361

PROCEDURAL ANNEX XVIWAIVER OF PRIMARY RIGHT TO EXERCISECRIMINAL JURISDICTION OVERUNITED STATES PERSONNEL IN SPAIN

1. A request for a waiver of the primary right to exercise jurisdiction, specified in Article XVII of the Agreement in Implementation will be made in accordance with the provisions of this Annex.

2. The request for a waiver of the primary right to exercise jurisdiction shall be presented:

a. by the United States, no later than 15 days after the military authorities of the United States have been notified of the initiation of proceedings by the appropriate Spanish authorities;

b. by Spain, no later than 15 days after the military authorities of the United States, having been notified that a member of the United States Personnel in Spain has been charged by Spanish authorities, assert their primary right to exercise jurisdiction pursuant to paragraph 3a of Article XV of the Agreement in Implementation.

3. A request for a waiver of the primary right to exercise jurisdiction shall be decided, and the requesting authorities notified of the decision, within thirty days of the receipt of the request. If such notification is not given

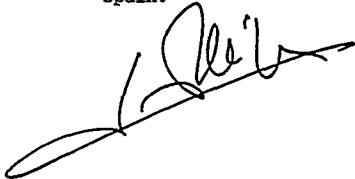
within the indicated time period the request will be considered granted.

4. In the cases when in application of the provisions of Article XVII of the Agreement in Implementation Spain waives its primary right to exercise jurisdiction in favor of the United States military authorities, the following provisions shall be observed:

- a. The Spanish Government may appoint an observer to be present at sessions of any United States court-martial which hears the case. Whenever possible, such sessions will take place in Spanish territory.
- b. The waiver by Spain of its right to exercise jurisdiction shall in no case imply any loss of the rights recognized for injured parties in Articles XXVII and XXX of the Agreement in Implementation.

MADRID, The 31st of January 1976

For the Government of
Spain:



For the Government of
the United States of America:



ANEXO DE PROCEDIMIENTO IMANDO, SEGURIDAD Y ADMINISTRACION DE LAS INSTALACIONES MILITARES
ESPAÑOLAS.

1. - MANDO

- 1.1 Solamente ondearan la bandera española y las insignias de Mando españolas. Los buques, aeronaves y vehículos de las Fuerzas de los Estados Unidos pueden utilizar banderas e insignias de Mando según se prescribe por reglamento.
- 1.2 La instalación estara bajo Mando español. No obstante, los Jefes de las Fuerzas de los Estados Unidos ejerceran su Autoridad y control sobre el Personal, equipos y material de los Estados Unidos. El Jefe de la instalación tendra acceso a todas las facilidades situadas en la instalación excepto a las areas criptograficas y equipo clasificado como secreto y sera informado, a su petición, de las existencias de armas, equipo y material que se encuentre en la instalación. Esta medida no se aplicara a los buques y aeronaves que puedan encontrarse en la instalación.
- 1.3 Los Jefes de las Fuerzas de los Estados Unidos mantendrán informado al Mando español de la instalación de los contactos de rutina diaria sostenidos con las Autoridades locales españolas ajena a la instalación. En los demás casos que requieran contactos con las Autoridades locales españolas ajena a la instalación, los Jefes de las Fuerzas de los Estados Unidos realizaran dichos contactos conjuntamente con el Mando español de la instalación.
- 1.4 Los honores militares seran rendidos por las Fuerzas españolas; sin embargo, podran ser rendidos conjuntamente, cuando así lo acuerden el Mando español de la instalación y el Jefe de las Fuerzas de los Estados Unidos, de acuerdo con las normas establecidas por el Comité Conjunto para Asuntos Político-Militares Administrativos.

2.- SEGURIDAD.

- 2.1 La seguridad de las instalaciones corresponderá a las Fuerzas españolas. Sin embargo, las Fuerzas de los Estados Unidos serán responsables de la supervisión y protección de su personal, equipos y material y, en consecuencia, podrán adoptar las medidas adecuadas para el cumplimiento de estas responsabilidades en las facilidades por ellas utilizadas, pero deberán informar de las medidas de protección adoptadas al Mando español de la instalación, a efectos de coordinación. También de mutuo acuerdo, las Fuerzas de los Estados Unidos podrán colaborar en el mantenimiento de la seguridad en otras áreas de la instalación utilizadas por ambas Fuerzas.
- 2.2 Las Fuerzas de los Estados Unidos pueden estacionar personal militar de Aire, Marina e Infantería de Marina en puestos de control de accesos con objeto de asistir a la guardia española a identificar al personal de los Estados Unidos.
- 2.3 El Mando español de la instalación establecerá los procedimientos apropiados que regulen la entrada y salida de la instalación. Estos procedimientos garantizarán la entrada y salida de la instalación del personal de los Estados Unidos en España. Asimismo, dichos procedimientos comprenderán las disposiciones para la entrada y salida de visitantes e invitados sin impedimentos ni demoras, excepto cuando razones de seguridad exijan lo contrario. Correspondrá al Comité Conjunto para Asuntos Político-Militares Administrativos establecer normas para la entrada y visita a las instalaciones de personalidades que no tengan autoridad sobre las Fuerzas estacionadas en España.
- 2.4 Cuando, a juicio de ambos Mandos, las circunstancias requieran que se refuercen las medidas de seguridad exterior, el Mando de las Fuerzas de los Estados Unidos puede, si se solicita por el Mando de la Instalación, permitir el uso por las Fuerzas españolas de vehículos y equipos disponibles durante el período de tiempo que ambos Mandos mutuamente estimen necesario.

3.- ADMINISTRACION.

- 3.1 De conformidad con el Artículo V de la Sección I del Acuerdo de Desarrollo, el Mando español y el Jefe de las Fuerzas de los Estados Unidos

establecerán normas de procedimiento mutuamente aceptables para la instalación, teniendo en cuenta las necesidades específicas de ambas Fuerzas. Una copia de estas normas será remitida al Comité Conjunto para Asuntos Político-Militares Administrativos, a efectos de coordinación y revisión.

- 3.2 Los gastos de operación y mantenimiento de las facilidades utilizadas exclusivamente por las Fuerzas de los Estados Unidos serán sufragados por éstas.
- 3.3 Los gastos de operación y mantenimiento de las facilidades utilizadas exclusivamente por las Fuerzas españolas serán sufragados por éstas.
- 3.4 Con respecto a las facilidades utilizadas tanto por las Fuerzas de los Estados Unidos como por las españolas, cada parte soportará sus propios gastos de operación y mantenimiento, y ninguna de las dos partes intentará conseguir el reembolso por parte de la otra de los gastos de operación y mantenimiento, incluidos los servicios (gas, electricidad, calefacción, etc) que se produzcan en el curso de la utilización normal de dichas facilidades, a no ser que se conviniera de otra forma.
- 3.5 Todas las señalizaciones, anuncios y letreros de interés general en calles, edificios e instalaciones estarán escritos en español y cuando lo estimen conveniente el Mando español y el Jefe de las Fuerzas de los Estados Unidos podrán ser repetidos en inglés, con la misma eficacia y significación.

Madrid, 31 de enero de 1976.

Por el Gobierno de los
Estados Unidos de América:



Por el Gobierno de
España:



ANEXO DE PROCEDIMIENTO IIPERSONAL MILITAR Y DISCIPLINA EN LAS FUERZAS ARMADAS DE LOS ESTADOS UNIDOS.

- 1.- Las autoridades militares de las Fuerzas de los Estados Unidos serán responsables del mantenimiento de la disciplina sobre los miembros militares del personal de las Fuerzas de los Estados Unidos en España.
- 2.- Para el mantenimiento de la disciplina, las autoridades militares de los Estados Unidos podrán establecer, en coordinación con el Mando español de la instalación, unidades de policía militar o naval en el interior de las instalaciones militares españolas donde se encuentren destinadas Fuerzas de los Estados Unidos, según normas que deberán ser sometidas a la coordinación y revisión del Comité Militar Conjunto. Las autoridades militares de los Estados Unidos podrán, asimismo, autorizar la actuación de dichas unidades en localidades próximas a dichas Instalaciones militares españolas, en cooperación con la policía local, según normas convenidas entre las Autoridades militares de España y de los Estados Unidos. Estas normas serán también sometidas a la coordinación y revisión del Comité Militar Conjunto.
- 3.- El personal militar miembro de las Fuerzas de los Estados Unidos en España queda autorizado:
 - 3.1 a vestir en uniforme de su Ejército estando de servicio;
 - 3.2 a llevar armas en servicio oficial, cuando se le autorice a ello por las Autoridades militares de los Estados Unidos, de acuerdo con el Mando español de la Instalación.

Madrid, 31 de enero de 1976

Por el Gobierno de los
Estados Unidos de América:

Por el Gobierno de
España:

ANEXO DE PROCEDIMIENTO IIIPASAPORTES Y DOCUMENTOS DE IDENTIDAD DEL PERSONAL DE LOS ESTADOS UNIDOS EN ESPAÑA.

1. - Con arreglo a las disposiciones del Artículo XIII (Sección I del Acuerdo de Desarrollo), los miembros militares del personal de los Estados Unidos en España podrán entrar y salir del territorio español mostrando su tarjeta de identificación militar y una copia de sus órdenes de destino militares. Esta orden llevará una certificación, en cajetín o medio análogo, redactada en español, que indique que el portador está autorizado por las Autoridades militares competentes de los Estados Unidos para dirigirse a España en misión oficial. Un modelo de la tarjeta de identidad militar será facilitado a las Autoridades competentes españolas a través del Comité Conjunto para Asuntos Político-Militares Administrativos.
2. - Los miembros civiles del personal de los Estados Unidos en España precisarán tener pasaporte para su entrada y salida de España. Estas personas estarán exentas de la obtención de visados o registro de extranjeros.
3. - Para que los miembros de las Fuerzas de los Estados Unidos destinados permanentemente en España puedan acreditar en todo momento su condición, se ran provistos por la Dirección General de Seguridad de una tarjeta de identidad redactada en español.
4. - Si una vez en territorio español, cualquier miembro del personal de los Estados Unidos en España perdiera su estatuto, las Autoridades de los Estados Unidos lo notificarán a las Autoridades españolas a través del Comité Conjunto para Asuntos Político-Militares Administrativos y este sujeto perderá automáticamente todos los privilegios establecidos en el Acuerdo de Desarrollo. Las Autoridades militares de los Estados Unidos tomarán las medidas necesarias para que cualquier persona separada del servicio militar de los Estados Unidos en España se encuentre en posesión de pasaporte válido con el oportuno visado de las Autoridades españolas. En el caso de que una persona que haya entrado en España con pasaporte, desee permanecer en España, las Autoridades de los Estados Unidos, siempre que sea posible, cooperarán con las Autoridades es-

pañolas para asegurar que el cambio de estatuto del sujeto quede reflejado en su pasaporte. Si dentro de un período de sesenta días (60) de la notificación referida anteriormente, un ex-miembro del personal de los Estados Unidos en España fuese requerido por las Autoridades españolas para abandonar España, las Autoridades de los Estados Unidos tomarán las medidas necesarias para que le sea facilitado medio de transporte para salir de España, dentro de un período de tiempo razonable, sin costo para el Gobierno español.

- 5.- En el caso de que un miembro de las Fuerzas de los Estados Unidos permanentemente destinado en España pierda su estatuto como tal, le será retirada por las Autoridades militares de los Estados Unidos la tarjeta de identidad referida en el anterior párrafo 3 y devuelta al Director General de Seguridad a través del Comité Conjunto para Asuntos Político-Militares Administrativos.

Madrid, 31 de enero de 1976

Por el Gobierno de los
Estados Unidos de América:



Por el Gobierno de
España:



ANEXO DE PROCEDIMIENTO IVPERMISOS DE CONDUCIR

- 1.- Los miembros de las Fuerzas de los Estados Unidos en España, poseedores de un permiso de conducir válido expedido por un Organismo competente de los Estados Unidos, recibirán permisos de conducir españoles. Estos permisos serán expedidos por la Jefatura Central de Tráfico del Ministerio de la Gobernación en Madrid, sin exámen ni derechos.
- 2.- El solicitante rellenará un ingreso con sus datos personales de identificación al que unirá dos fotografías tamaño carnet, su permiso de conducir de los Estados Unidos y toda la información que fije el Comité Conjunto para Asuntos Político-Militares Administrativos. Este impreso será remitido a la Jefatura de Tráfico de Madrid, la cual expedirá libre de derechos, en un plazo inferior a dos semanas, un permiso español de conducir de la misma clase que el permiso de los Estados Unidos en poder del solicitante. Al mismo tiempo, se le devolverá al solicitante su permiso de conducir de los Estados Unidos.
- 3.- Mientras se tramita la solicitud del permiso de conducir español, el solicitante estará autorizado para conducir vehículos a motor, con la posesión de una traducción española debidamente autorizada de su permiso de conducir de los Estados Unidos.
- 4.- Los permisos españoles de conducir, expedidos de acuerdo con este Anexo, tendrán validez durante el periodo de tiempo establecido por el Derecho de España, y serán renovados, sin exámen ni derechos, a fin de mantener su validez por el tiempo de duración del destino del portador como miembro de las Fuerzas de los Estados Unidos en España. Dicho permiso, una vez que el beneficiario termine su misión en España, será devuelto a la Jefatura Central de Tráfico del Ministerio de la Gobernación en Madrid por mediación del Comité Conjunto para Asuntos Políticos-Militares Administrativos.
Los permisos de conducción españoles a los que se hace referencia en este Anexo estarán sujetos a las medidas de retirada temporal o definitiva, que puedan acordarse por las Autoridades gubernativas o judiciales españolas de acuerdo con la legislación vigente, como consecuencia de infracciones de tráfico cometidas por sus titulares.

- 5.- Los conductores de vehículos del Gobierno de los Estados Unidos deberán estar en posesión de permisos militares válidos de conducir en dicho país. No se necesitarán permisos españoles de conducir para el manejo de dichos vehículos por el personal de los Estados Unidos en España.
- 6.- A los miembros de las Fuerzas Armadas españolas que fueran a los Estados Unidos por razón de servicio y que estén en posesión de permiso de conducir válido expedido por Organismo competente español, se les proveerá por las Autoridades militares de los Estados Unidos en España de un documento que certifique la validez de dicho permiso de conducir español, de acuerdo con el Convenio de Tráfico de Carretera de 19 de septiembre de 1949.

Madrid, 31 de enero de 1976

Por el Gobierno de los
Estados Unidos de América:

Bell Miller

Por el Gobierno de
España:

J. Alfonso

ANEXO DE PROCEDIMIENTO VMATRICULACION DE AUTOMOVILES PROPIEDAD DE LOS MIEMBROS
DE LAS FUERZAS DE LOS ESTADOS UNIDOS.

- 1.- Los vehículos a motor propiedad particular de los miembros de las fuerzas de los Estados Unidos permanentemente destinados en España, se matricularán de acuerdo con las siguientes disposiciones de este Anexo.
- 2.- Las solicitudes de despacho de Aduanas de estos vehículos se dirigirán a las Autoridades aduaneras del puerto de entrada que prepararán una licencia que será expedida inmediatamente a la llegada del vehículo. Esta licencia será expedida libre de impuestos, derechos o cargas y tendrá validez mientras el vehículo permanezca matriculado a nombre de un miembro de las Fuerzas de los Estados Unidos.
- 3.- Las solicitudes de matriculación serán remitidas por el Grupo Militar Conjunto de los Estados Unidos en España (JUSMG) directamente a la Jefatura de Trafico de Madrid. La Jefatura de Tráfico aprobará las solicitudes de matriculación, confirmará el numero de matrícula y expedirá el permiso de circulación, que constituirá la autorización para circular por España del vehículo de referencia. Esta matriculación será realizada libre de impuestos, derechos o cargas. La matriculación así efectuada tendrá validez durante el tiempo de destino oficial del solicitante como miembro de las Fuerzas de los Estados Unidos en España.
- 4.- Los vehículos de los miembros de las Fuerzas de los Estados Unidos en España estarán exentos de inspección por la Delegación de Industria.
- 5.- El Grupo Militar Conjunto de los Estados Unidos en España,(JUSMG), será responsable del control administrativo de los numeros de matrículación expedidos. Si el propietario del vehículo matriculado de conformidad con el párrafo 3 de este Anexo perdiera su estatuto como miembro de las Fuerzas de los Estados Unidos, el Grupo Militar Conjunto de los Estados Unidos en España (JUSMG), lo notificará al Director General de Aduanas y a la Jefatura de Tráfico de Madrid.

Madrid, 31 de enero de 1976

Por el Gobierno de los
Estados Unidos de América:

Julian Hallen

Por el Gobierno de
España:

J. Bellido

TIAS 8361

ANEXO DE PROCEDIMIENTO VINORMAS REGULADORAS DE LOS SERVICIOS MEDICOS DE LAS FUERZAS DE LOS ESTADOS UNIDOS EN ESPAÑA.

1. - Las normas de este Anexo regirán la atención sanitaria y los Servicios Médicos de las Fuerzas de los Estados Unidos en España.
2. - A los fines de este Anexo, el término "personal médico" se aplica a los médicos, cirujanos, especialistas, dentistas, enfermeras y otros miembros del personal de los Estados Unidos en España que desempeñan servicios médicos, así como a otros doctores de nacionalidad de los Estados Unidos, o normalmente residentes en los Estados Unidos, empleados o contratados en casos excepcionales por las Fuerzas de los Estados Unidos.
3. - Las Autoridades militares de los Estados Unidos están autorizadas para mantener los hospitales y otros centros de sanidad existentes en territorio español en el día de la entrada en vigor del Acuerdo de Desarrollo, o bien aquellos que pudieran ser autorizados en el futuro a través del Consejo Hispano-Norteamericano.
En los hospitales y centros de sanidad antes indicados podrán ejercer su profesión el personal médico español, a requerimiento de las personas hospitalizadas y siempre de acuerdo con la Dirección del establecimiento.
4. - El personal médico podrá desempeñar en España servicios médicos de iguales características que los que están autorizados a realizar en los Centros de Sanidad Militar de los Estados Unidos, con sujeción a las limitaciones contenidas en este Anexo, sin necesidad de previo examen o convalidación de su Título profesional por las Autoridades españolas; pero teniendo en cuenta que las prácticas médicas penadas por el Derecho de España no podrán ser realizadas por el personal médico.
5. - El Comité Conjunto para Asuntos Político-Militares Administrativos determinará las categorías de personal beneficiario del servicio médico en los Centros de Sanidad Militar de los Estados Unidos en España. En caso de emergencia, el citado personal médico podrá prestar asistencia a cualquier persona en territorio español.

- 6.- El personal médico ejercerá normalmente su profesión en los hospitales y demás Centros Médicos de las Fuerzas de los Estados Unidos en España, pero podrá prestar asistencia a personas autorizadas en cualquier lugar o centro en que pueda hallarse. Si dichas personas se encontraran en un Centro Médico español, la mencionada asistencia se efectuará de acuerdo con la Dirección del establecimiento.
- 7.- Ningún miembro del personal médico practicará la medicina en territorio español, excepto en las condiciones previstas en este Anexo, o cuando tales prácticas fuesen expresamente autorizadas por las Autoridades españolas.
- 8.- Los nacimientos que se produzcan en Centros Médicos de las Fuerzas de los Estados Unidos en España, o en cualquier otro lugar del territorio español, y que fuesen atendidos por médicos pertenecientes al personal médico a que se refiere este Anexo, serán objeto de certificación y registro de acuerdo con el Derecho de España. Los certificados y demás documentos, expedidos por dichos médicos de los Estados Unidos, tendrán a este fin los mismos efectos legales que los expedidos en casos similares por los médicos españoles.
- 9.- Las Autoridades militares de los Estados Unidos tendrán especial cuidado en evitar que se propaguen las enfermedades contagiosas en España. Los pacientes que sufran enfermedades contagiosas o infecciosas serán tratados, aislados o transportados fuera del territorio español, de acuerdo con las disposiciones y Reglamentos de España y de los Estados Unidos. Los Mandos militares de las Fuerzas de los Estados Unidos serán informados a través del Comité Conjunto para Asuntos Político-Militares Administrativos de las disposiciones sanitarias de general aplicación en todo el territorio nacional dictadas por las Autoridades españolas, con objeto de que se adopten las medidas adecuadas para cumplir dichas disposiciones.
- 10.- Los restos mortales del personal de los Estados Unidos que fallezca en territorio español, podrán ser reclamados, examinados "post mortem", embalsamados y transportados fuera del territorio español, previa autorización de las Autoridades competentes españolas. Cuando el fallecimiento tenga lugar fuera de un Centro Médico de los Estados Unidos, los restos mortales de dichas personas serán entregados, tan pronto como sea posible,

a la custodia de las Autoridades militares de los Estados Unidos. Los certificados de defunción y demás documentos preceptivos serán extendidos, de acuerdo con el Derecho de España, por el medico español o de los Estados Unidos que dé fé del fallecimiento. Las Autoridades españolas tendrán acceso a cualquier documento o trámite que se origine para el cumplimiento de las disposiciones legales establecidas en esta materia por el Derecho de España. La entrega de los restos mortales y exámen "post mortem" quedarán, en todo caso, supeditados a la autorización judicial correspondiente, si el cadáver estuviera a la disposición de algun Juzgado para la práctica de alguna diligencia judicial. Los médicos españoles que certifiquen la muerte de un miembro del personal de los Estados Unidos en España, extenderán los documentos exigidos por el Gobierno de los Estados Unidos que acrediten dicho fallecimiento.

- 11.- Cuando graves circunstancias lo aconsejen, y a petición del Gobierno de España, los Centros y Servicios de Sanidad de las Fuerzas de los Estados Unidos podrán ser utilizados en tanto sea posible, para atender las necesidades españolas. En iguales circunstancias, los Centros y Servicios de Sanidad españoles prestarán toda asistencia posible, atendiendo peticiones similares de las Autoridades de los Estados Unidos. En caso de grave catástrofe natural que afecte colectivamente a un gran número de personas, queda prevista la prestación de asistencia recíproca, así como que los Centros y Servicios de Sanidad españoles y de los Estados Unidos se prestarán la mayor cooperación posible y serán utilizados conjuntamente en beneficio común.

Madrid, 31 de enero de 1976

Por el Gobierno de los
Estados Unidos de América:

John Stolle

Por el Gobierno de
España:

Alejo

ANEXO DE PROCEDIMIENTO VIINORMAS PARA LA UTILIZACION DE LAS BASES AEREAS ESPAÑOLAS POR LAS FUERZAS DE LOS ESTADOS UNIDOS Y REGULACION DE LOS MOVIMIENTOS AEREOS DE ESTAS FUERZAS1.- GENERALIDADES

- 1.1 Este Anexo se aplica a todas las aeronaves de las Fuerzas Armadas de Tierra, Mar y Aire de los Estados Unidos así como a las aeronaves civiles de los Estados Unidos totalmente fletadas, por dichas fuerzas, que se encuentren en el espacio aéreo español o utilizando las bases aéreas o aeropuertos en cumplimiento de las funciones autorizadas en el Tratado de Amistad y Cooperación. En adelante estas aeronaves serán referidas como "aviones de las fuerzas de los Estados Unidos"
- 1.2 Se entenderá por movimiento aéreo el sobrevuelo, aterrizaje o despegue en España o territorio de soberanía española de los aviones de las fuerzas de los Estados Unidos.
- 1.3 Los movimientos de los aviones de las fuerzas de los Estados Unidos en el espacio aéreo español, en cumplimiento de las funciones autorizadas en el Tratado de Amistad y Cooperación se llevarán a cabo de acuerdo con el Artículo VIII, Sección I del Acuerdo de Desarrollo, y las siguientes disposiciones de este Anexo.
- 1.4 Ningun avión de terceros países utilizará las bases españolas o aeropuertos como consecuencia del Tratado excepto de acuerdo con las disposiciones y medidas de control aprobadas por el Comité Conjunto para Asuntos Político-Militares Administrativos y sujetos en cada caso al veto del Gobierno español. Tampoco podrán utilizar las bases aéreas o aeropuertos españoles los aviones de las fuerzas de los Estados Unidos con tripulantes que sean miembros de las Fuerzas Armadas de terceros países, sin autorización previa de las Autoridades españolas competentes.

2.- BASES AEREAS Y AERODROMOS UTILIZABLES

- 2.1 Los aviones de las fuerzas de los Estados Unidos podrán utilizar las bases aéreas (incluyendo las facilidades de Rota) enumeradas en el Tratado de Amistad y Cooperación.

- 2.2 Si aviones de las Fuerzas de los Estados Unidos necesitasen utilizar una base aérea no incluida en el Tratado, o el Aeropuerto de Barcelona o el de Palma de Mallorca, deberán solicitar la debida autorización con un mínimo de 48 horas de anticipación. A los aviones autorizados se les prestaría la necesaria asistencia logística y técnica con arreglo a las disponibilidades existentes en dichas Bases.
- 2.3 Si por un motivo especial se requiere la autorización de un aeropuerto excepto Barcelona y Palma de Mallorca, por los aviones de las Fuerzas de los Estados Unidos, las Autoridades de este país lo solicitarán como mínimo con setenta y dos (72) horas de antelación de las Autoridades Aéreas españolas especificando las causas.
- 2.4 En caso de emergencia de aviones, las Fuerzas Aéreas de los Estados Unidos, están autorizadas a utilizar cualquier base aérea o aeródromo.
- 2.5 La utilización de bases aéreas o aeródromos españoles por aviones de las Fuerzas de los Estados Unidos tal como se resena en los apartados anteriores, estará exenta de toda carga, tasas e impuestos, efectuándose el pago por la asistencia material

3. - TRAFICO AEREO

- 3.1 Todos los vuelos se llevarán a cabo de acuerdo con Planes de Vuelo debidamente aprobados. Estos vuelos se ajustarán a los Reglamentos de Vuelo vigentes en España aprobados y publicados por las autoridades competentes españolas, y por las instrucciones dadas por las autoridades españolas, regionales o locales, de Control Aéreo.
- 3.2 Son Autoridades de Control de Tráfico Aéreo, las siguientes:
 - 3.2.1 Regionales:
 - Los Jefes de los Centros de las Regiones de Información de Vuelo (FIC)
 - Los Jefes de los Centros de Control de Area (ACC)
 - 3.2.2 Locales:
 - El Oficial de Vuelo, por Delegación del Comandante de la Base Aérea.
 - El Oficial de Tráfico en los Aeropuertos
 - El Controlador Jefe, por delegación de ambos.

- 3.3 Las Torres de Control Militares estarán bajo el mando del Oficial de Vuelo español. En las que fuera necesario una coordinación de control de aviones de las Fuerzas de los Estados Unidos, se situará uno o varios controladores de los Estados Unidos los cuales deberán poseer amplios conocimientos del idioma español, para auxiliar en su cometido al Controlador Jefe español.
- 3.4 Las Autoridades de los Estados Unidos, notificarán a las Autoridades españolas competentes, con un mínimo de veinticuatro (24) horas de antelación, los vuelos de aviones en formación, a partir de ocho (8) aviones, que entren, salgan o sobrevuelen territorio español o territorio bajo soberanía española. Con la misma anticipación comunicarán cualquier movimiento aéreo que pueda originar un aumento en la actividad aérea normal. Salvo en caso de autorización expresa del Ministerio del Aire, no se realizarán vuelos que puedan representar riesgo para la población civil.
- 3.5 Los vuelos de entrada y salida de las bases aéreas y aeropuertos a que se refiere el párrafo 2 anterior, estarán sujetos a las Normas de Vuelo en vigor (incluyendo prioridades de tráfico, horario y zonas restringidas) establecidas por las Autoridades apropiadas españolas para la seguridad y fluidez del tráfico aéreo en España.
- 3.6 Las Fuerzas de los Estados Unidos no podrán establecer ningún sistema de control de tráfico aéreo sin la aprobación previa de las autoridades aéreas españolas.

4. - ESPACIO AEREO PARA ENTRENAMIENTO

- 4.1 El Ministerio del Aire español, a través del Comité Conjunto para Asuntos Político-Militares Administrativos, pondrá a disposición de las Fuerzas de los Estados Unidos dentro del nivel de fuerzas comprendidas en el Tratado y a aquellas otras unidades militares cuya presencia en España haya sido autorizada por el Comité Militar Conjunto, aquellos espacios aéreos que se fijen dentro de los establecidos para el entrenamiento de las Fuerzas Aéreas españolas, para el entrenamiento que puedan necesitar las Fuerzas de los Estados Unidos, incluido el entrenamiento aire-aire y aire-tierra.
- 4.2 Los espacios aéreos para entrenamiento estarán perfectamente delimitados, tanto en extensión como en niveles de vuelo y horarios de utilización. El uso de estos espacios estará supeditado a la seguridad y fluidez de la circulación aérea tanto civil como militar.

4.3 Los vuelos de entrenamientos se realizarán de acuerdo con las normas del Tráfico Aéreo español.

5.- POLIGONO DE TIRO Y BOMBARDEO

5.1 Las Fuerzas de los Estados Unidos comprendidas en el nivel de Fuerzas acordadas y con base en España, incluyendo las Fuerzas Armadas de los Estados Unidos temporalmente estacionadas en España y unidades aéreas de la VI Flota, están autorizadas a utilizar para su entrenamiento de tiro y bombardeo (aire-aire y aire-tierra), el Polígono de Tiro de las Bardonas Reales (Zaragoza), siempre que el mismo continue disponible para su alquiler. Para el entrenamiento de otras Fuerzas de los Estados Unidos, que no sean las anteriormente mencionadas, será necesaria la aprobación de las Autoridades Aéreas españolas a través del Comité Conjunto para Asuntos Político-Militares Administrativos. La tripulación de las Unidades mencionadas deberán pertenecer íntegramente a las Fuerzas Armadas de los Estados Unidos, a menos que exista acuerdo al respecto en el Comité Militar Conjunto.

5.2 Las Fuerzas de los Estados Unidos y españolas coordinarán las fechas y horarios de utilización de dicho Polígono a fin de evitar interferencias y obtener el máximo rendimiento del mismo; asimismo, establecerán las normas que regulen tal utilización y las aportaciones de personal y material que proporcionará cada Fuerza.

5.3 La Torre de Control del Polígono de Tiro estará siempre bajo Mando del Oficial de Tiro español. Cuando efectúen entrenamientos las Fuerzas de los Estados Unidos, un Oficial de seguridad de Tiro de los Estados Unidos se encontrará en la misma Torre para dirigir los movimientos de los aviones propios exclusivamente dentro del Polígono. Para asegurar la comunicación entre los oficiales de los Estados Unidos y de España, las Fuerzas de los Estados Unidos también proporcionarán los servicios de una persona con amplios conocimientos del idioma español.

5.4 Los gastos que se ocasionen por la utilización por las Fuerzas de los Estados Unidos del citado Polígono, se compartirán de acuerdo con el párrafo 3.4 del Anexo de Procedimiento I.

6.- ACCIDENTES OCURRIDOS A AVIONES DE LAS FUERZAS DE LOS ESTADOS UNIDOS.

6.1 En caso de accidente ocurrido a aviones de las Fuerzas de los Estados Unidos en territorio español, las Autoridades españolas y de los Estados Unidos, cooperarán en la adopción de medidas de salvamento, con res-

ponsabilidad primaria de las Autoridades de los Estados Unidos.

Las medidas para hacerse cargo de retirar el avión averiado y su equipo técnico, serán de la responsabilidad de las Autoridades competentes de los Estados Unidos.

- 6.2 Las Fuerzas Militares o de Orden Público españolas tendrán en principio la responsabilidad de la seguridad exterior de tales aviones averiados. Sin embargo, de llegar primero al lugar del accidente las fuerzas de los Estados Unidos, éstas asumirán dicha responsabilidad en tanto lleguen las fuerzas españolas.
- 6.3 Una vez que se hagan cargo de la seguridad de dicho avión las Autoridades españolas, el personal técnico norteamericano designado por las fuerzas de los Estados Unidos, tendrán acceso al lugar del accidente. Este personal cooperará plenamente con el Oficial español investigador para asegurar que la escena del accidente no ha sido perturbada de forma que pueda perjudicar la investigación del accidente por parte de las Autoridades españolas y de los Estados Unidos.
- 6.4 La investigación de estos accidentes será realizada conforme a la Legislación de Navegación Aérea española e independientemente de la investigación a realizar por las Autoridades norteamericanas.
- 6.5 Al iniciarse la investigación sobre un determinado accidente, las Autoridades de los Estados Unidos proporcionarán los datos y asistencia técnica que se juzguen necesarios, excepto aquellos informes que por su índole se consideren Clasificados.

7.- BUSQUEDA Y SALVAMENTO AEREO

Las Autoridades españolas y de los Estados Unidos cooperarán y prestarán toda la ayuda posible en las operaciones de Búsqueda y Salvamento Aéreo.

8.- SERVICIO METEOROLÓGICO

Las Autoridades de los Estados Unidos podrán establecer y mantener las estaciones meteorológicas que de mutuo acuerdo se convenga, estableciéndose un constante intercambio de informaciones con el Servicio Meteorológico español de acuerdo con las Normas que se establezcan.

9.- AVIONES EN TRANSITO

Ver el cambio de notas sobre este tema de fecha 24 de enero de 1976

Madrid, 31 de enero de 1976

TIAS 8361

Por el Gobierno de los
Estados Unidos de América:

Lester Stelle

Por el Gobierno de
España:

J. Gil

ANEXO DE PROCEDIMIENTO VIIIUTILIZACION DE LA BASE NAVAL DE ROTA POR FUERZAS DE LOS ESTADOS UNIDOS.

- 1.- La Base estara bajo el Mando español del "Contralmirante Jefe de la Base Naval"
- 2.- Las clausulas del Anexo I se aplicaran a la Base Naval de Rota.
- 3.- Con objeto de regular las utilizaciones por Fuerzas de los Estados Unidos, de las facilidades de la Base Naval de Rota, el Contralmirante Jefe de la Base Naval de Rota preparara, con el Jefe de Actividades Navales de los Estados Unidos en España (Rota), las correspondientes normas básicas y procedimientos, que seran acordes con las necesidades de ambas Marinas.
- 4.- De acuerdo con lo establecido en el punto 3 de este Anexo, se dictarán normas relativas a los movimientos y uso del puerto. Estas se dividirán, en líneas generales, en dos grupos.
 - 4.1 Normas concernientes a buques de guerra: incluirán procedimientos de notificación de llegada, prioridad de entrada, etc.
 - 4.2 Normas concernientes a buques mercantes: incluirán lo anterior más todo aquello referente a practicajes, remolcadores, amarraje, sanidad, plática, manifiesto de carga, aduana, etc.
Las normas anteriores tendrán en cuenta todos aquellos aspectos técnicos cuyo cumplimiento tienda a evitar posibles interferencias; incompatibilidades, congestiones, riesgos de accidentes, etc.
- 5.- Las unidades militares, dentro de los niveles de fuerzas acordados, no requerirán autorización previa para entradas y salidas, sino simplemente notificación en la forma acordada en las Normas Básicas a que hacen referencia los párrafos 3 y 4 de este Anexo. Los buques de la Marina de los Estados Unidos que no estén comprendidos en el nivel de fuerzas acordado, y aquellos buques fletados totalmente por dichas Fuerzas, pueden entrar y salir de la Base, de acuerdo con las reglas contenidas en el Anexo IX-A para visitas a los puertos españoles.

- 6.- Los buques de terceros países se atenderán, para su entrada en la Base Naval de Rota, a lo acordado en el parrafo 3, Artículo VIII del Acuerdo de Desarrollo (Sección I),y a fin de que el Gobierno de España pueda ejercer, si lo desea, el derecho de voto a tales entradas, deberá entregarse una notificación de la misma con diez días de antelación. En casos excepcionales puede reducirse este período de tiempo.
- 7.- Además de las medidas de seguridad tomadas por el Contralmirante Jefe de la Base Naval y el Jefe de Actividades Navales de los Estados Unidos en España, y de conformidad con lo previsto en el Anexo I, el Contralmirante Jefe de la Base Naval será responsable de la defensa del puerto y línea de costa por medio de una vigilancia marítimo-terrestre que deberá ser llevada a cabo por Fuerzas españolas.

Madrid, 31 de enero de 1976

Por el Gobierno de los
Estados Unidos de América:

Por el Gobierno de
España:

ANEXO DE PROCEDIMIENTO IX-ANORMAS REGULADORAS DE LAS ESCALAS DE LOS BUQUES DE LOS ESTADOS UNIDOS A PUERTOS ESPAÑOLES.

- 1 - Este Anexo se aplica a los buques de la Armada de los Estados Unidos y a los buques fletados totalmente por el Departamento de Defensa de los Estados Unidos que hagan escalas en puertos españoles y no estén incluidos en las previsiones del párrafo 5 del Anexo VIII. Estos buques, denominados a continuación buques de las Fuerzas de los Estados Unidos se clasifican como sigue:
 - 1.1 Buques de la Armada de los Estados Unidos, tanto de combate como auxiliares, bajo el control operativo de un mando de la Armada de los Estados Unidos.
 - 1.2 Buques al servicio de la Armada de los Estados Unidos, denominados United States Naval Ships (USNS) y buques de la General Agency Agreement (GAA) todos los cuales son propiedad del Gobierno de los Estados Unidos y cuyas actividades se realizan a través del Mando de Transporte Marítimo Militar (MSC)
 - 1.3 Otros buques que se encuentren fletados totalmente por el Departamento de Defensa de los Estados Unidos
- 2.- Los buques de las Fuerzas de los Estados Unidos pueden entrar, maniobrar y salir de los puertos españoles y de las aguas jurisdiccionales conforme a la disposición de este Anexo.
- 3 - En su tránsito por las aguas jurisdiccionales españolas los submarinos deberán navegar en superficie.
4. - Las escalas se clasifican y definen como sigue:
 - 4.1 Tipo "A" - Escalas sin protocolo; aquéllas en que el ceremonial se reduce a los saludos y visitas normales.
 - 4.2 Tipo "B" - Escalas operativas; aquéllas que tienen lugar principalmente por razones logísticas o reparaciones.
 - 4.3 Tipo "C" - Escalas de cortesía; las de naturaleza protocolaria, en el curso de las cuales se realizan intercambios de visitas y recepciones, y requieren previo acuerdo por vía diplomática

- 5.- Los buques de las Fuerzas de los Estados Unidos, pueden hacer escalas en los puertos españoles haciendo la oportuna notificación, sin más formalidades, en el caso de las escalas del tipo "A". Nada de lo que antecede impedirá a las Autoridades españolas competentes negar la autorización a una visita propuesta en caso de congestión de puerto u otra causa justificada.
- 6.- Las escalas del tipo "B" requerirán la autorización del Comité Conjunto para Asuntos Político-Militares Administrativos que será notificado con 5 días de anticipación, como mínimo.
- 7.- Las escalas del tipo "C" requerirán aprobación previa, solicitada por el Departamento de Defensa, el Jefe de Operaciones Navales, o los Mandos designados y se tramitarán al nivel de los mandos de la Armada española. Se sobreentenderá que salvo notificación en contra al Agregado Naval de los Estados Unidos, existe el permiso diplomático.
- 8.- La notificación previa para las escalas de los tipos "A" y "B" se regularán de la forma siguiente:
 - 8.1 La notificación comprenderá, con todo detalle, el nombre del puerto o zona donde se propone hacer la visita; nombre y tipos de los buques, así como si éstos contestan o no a los saludos al cañón; nombre de los Oficiales que arbolan insignia, jefes de unidades, comandantes, capitanes mercantes, oficiales de enlace que se hallen a bordo y los pasajeros de distinción que pudieran hallarse embarcados, período y fechas que comprende la visita o escala y clases de concesiones que se desean.
 - 8.2 El Agregado Naval de los Estados Unidos en Madrid hará la notificación al Comité Conjunto para Asuntos Político-Militares Administrativos y a las autoridades de la Armada española, con cinco días de anticipación como mínimo.
 - 8.3 En casos de emergencia, incluido el mal tiempo, en que no pueda hacerse la notificación anticipada, los detalles de la escala serán comunicados inmediatamente a las autoridades apropiadas de la Armada española y al Agregado Naval de los Estados Unidos.
- 9.- Durante su estancia en puertos y aguas españolas los buques de las Fuerzas de los Estados Unidos se regirán por las siguientes normas:

- 9.1 Deberán cumplirse todas las normas reglamentarias relativas a prácticas, sanidad y aduanas que sean de aplicación a los buques de la Armada española.
 - 9.2 Las tarifas por servicios portuarios, tales como remolques, amarajes, muellaje y atraque, recogidas de cenizas y basuras, etc. serán de aplicación a los buques de las Fuerzas de los Estados Unidos, cuando estos servicios sean prestados de acuerdo con lo dispuesto en la legislación española vigente o cuando hayan sido solicitados por los visitantes. Estas tarifas no podrán ser mayores que aquéllas de aplicación a los buques de la Armada española.
 - 9.3 Los buques de las Fuerzas de los Estados Unidos, al igual que los buques de la Armada española estarán exentos de inspecciones, incluidas las de aduanas y sanidad. La existencia a bordo de enfermedades contagiosas, cuya existencia se sospeche o conozca, será comunicada con anterioridad a la solicitud de libre plática. Los efectos personales desembarcados de buques visitantes estarán sujetos a declaración o inspección por las Autoridades aduaneras locales.
 - 9.4 El personal que desembarque temporalmente de los buques visitantes con obligación de reincorporarse a bordo antes de la salida del buque a la mar, no necesitará ni pasaporte ni visado. Se requerirá documentación de identidad del Departamento de Defensa de los Estados Unidos.
 - 9.5 Queda autorizado el uso de uniforme para las visitas a tierra.
- 10.- Entre las clases de concesiones a que se refiere el párrafo 8.1 que podrán normalmente acordarse para los buques de las Fuerzas de los Estados Unidos, previa notificación, están las siguientes:
- 10.1 Clase 1.- Aprovisionamientos logísticos: Comprenderán combustible y víveres frescos y secos que serán suministrados en la medida posible por los medios locales o con arreglo a pedido previo.
 - 10.2 Clase 2.- Reparaciones: Las reparaciones y obras de modificación estarán sujetas a acuerdos especiales en cada caso.
 - 10.3 Clase 3 - Permiso para bajar a tierra: Los permisos para bajar a tierra estarán sujetos a cualquier restricción que puedan imponer las autoridades locales de la Armada española. A través de las Autoridades militares locales se facilitarán, de acuerdo con las normas y tarifas establecidas, instalaciones deportivas y recreativas.

- 10.4 Clase 4.- Patrullas: personal de uniforme y sin armas para auxiliar a las Autoridades locales en el mantenimiento del orden.
 - 10.5 Clase 5.- Instrucción: utilización de zonas de instrucción en tierra o en aguas territoriales en aquellos lugares que pudieran convenirse con los mandos locales.
 - 10.6 Clase 6.- Instrucción de vuelos: Comprenderá el estacionamiento en tierra de los aviones y la realización de vuelos de instrucción tanto desde a bordo como desde tierra, previa autorización del Comité Conjunto para Asuntos Político.-Militares Administrativos en cada caso.
 - 10.7 Clase 7.- Excursiones colectivas: Autorización para efectuar excursiones, tanto diarias como más prolongadas, a las ciudades españolas
 - 10.8 Clase 8.- Medios oficiales de transporte: Permisos para desembarcar, utilizar y reembarcar vehículos oficiales de transporte durante la estancia del buque en España. El número y tipo de estos vehículos será facilitado con la notificación.
- 11.- Los procedimientos para la llegada, movimientos portuarios y obtención de servicios, se establecerán entre las Marinas de España y de los Estados Unidos.
- 11.1 A solicitud de los buques de las Fuerzas de los Estados Unidos y en la medida de lo posible se les asignarán fondeaderos seguros y facilidades de atraque, así como las necesarias para el embarco y desembarco de personal y abastecimiento.
 - 11.2 De solicitarse, se suministrará información hidrográfica local.
 - 11.3 El establecimiento de servicios de comunicaciones en tierra, salvo los servicios normales de teléfonos, telégrafos o cables, necesitará acuerdo previo en cada caso.
- 12.- Caso de surgir circunstancias imprevistas no comprendidas en las disposiciones de este Anexo, se sobreentiende que cualquier buque de las Fuerzas de los Estados Unidos que se encuentre en España a los fines del Convenio, recibirá el mismo trato y consideración que un buque de la Armada española.

Madrid, 31 de enero de 1976

Por el Gobierno de los
Estados Unidos de América:

Muller Stelle

Por el Gobierno de
España:

Ll. R. Ll. R.

ANEXO DE PROCEDIMIENTO IX-BNORMAS REGULADORAS DE LAS ESCALAS DE LOS BUQUES ESPAÑOLES A
LOS PUERTOS DE LOS ESTADOS UNIDOS

Con el fin de simplificar las formalidades en tiempos de paz, relativas a las entradas de buques de la Armada española en puertos o fondeaderos de los Estados Unidos, ambas Partes acuerdan lo siguiente:

1. Definiciones. A los fines de este Anexo:

1.1 "Buques de la Armada Española" se clasifican como sigue:

1.1.1 Buques tanto de combate como auxiliares, bajo el control operativo de un mando de la Armada española, que cumpla las órdenes dadas por la Autoridad correspondiente de la Marina Española.

1.1.2 Buques al servicio de la Armada Española, que sean propiedad del Gobierno español y cuyas actividades se lleven a cabo en unión de las actividades navales españolas.

1.1.3 Otros buques que se encuentren fletados totalmente por la Armada española

1.2 "Escala" significa la estancia temporal de un buque de la Armada española en un puerto o fondeadero de los Estados Unidos.

1.3 "Visita" se refiere a los contactos entre las diferentes Autoridades durante una escala.

2. Aplicación y Autorización. Este Anexo se aplica a todos los buques de la Armada Española que hagan escalas en puertos de los Estados Unidos. Los buques de la Armada Española pueden entrar, maniobrar y salir de los puertos de los Estados Unidos y de las aguas jurisdiccionales, conforme a la disposición de este Acuerdo.

3. Clasificación de las escalas. Las escalas se clasifican del modo siguiente:

3.1 Tipo "A". Escalas sin protocolo; aquéllas en las que la visita se considera como de buena vecindad y el ceremonial se reduce a saludos y visitas normales.

3.2 Tipo "B". Escalas operativas; aquéllas que tienen lugar principalmente por razones logísticas o reparaciones

3.3 Tipo "C". Escalas de cortesía; las de naturaleza protocolaria, en el curso de las cuales se realizan intercambios de visitas y recepciones, y requieren previo acuerdo por vía diplomática.

Procedimiento de escalas y visitas. Las escalas y visitas estarán regidas por las siguientes normas:

- 4.1 Autorización para las escalas tipo "A" y "B", se obtendrá por las Autoridades de la Armada Española, por medio de su Agregado Naval.
- 4.2 El Agregado Naval Español informará a las Autoridades correspondientes de la Armada de los Estados Unidos con cinco días de antelación a la visita como mínimo.
- 4.3 La notificación comprenderá con todo detalle el nombre del puerto o zona donde se propone hacer la escala; nombre y tipo de los buques así como si éstos contestan o no a los saludos al cañón; nombre de los Oficiales que arbolan insignia, Jefes de unidades, capitanes mercantes, oficiales de enlace que se hallen a bordo, y los pasajeros de distinción que pudieran hallarse embarcados, período y fechas inclusive que comprende la escala y clases de privilegios que se desean.
- 4.4 La Autorización de escalas Tipo "C" será gestionada por medio de canales diplomáticos y pueden incluir aquellas notificaciones que hayan sido acordadas por ambas partes.
- 4.5 En casos de emergencia, incluido el mal tiempo, en que no pueda hacerse la notificación anticipada, los detalles de la escala serán comunicados inmediatamente a las Autoridades apropiadas de la Armada de los Estados Unidos y al Agregado Naval Español. Las escalas de emergencia serán catalogadas como de Tipo "A"
- 4.6 Durante las escalas Tipo "A" y "C", el intercambio de saludos al cañón y las visitas se efectuarán de acuerdo con las costumbres internacionales.
- 4.7 Durante las escalas Tipo "B", no se efectuarán saludos al cañón y el intercambio de visitas quedará normalmente restringido a la mayor Autoridad naval en tierra, o en ausencia de dicha Autoridad, a la Autoridad Militar más caracterizada de los Estados Unidos.

5. Normas para estancias en puerto

Durante su estancia en puertos o aguas de los Estados Unidos, los buques de la Armada Española se regirán por las siguientes normas:

- 5.1 Deberán cumplirse todas las normas reglamentarias relativas a prácticas, sanidad y aduanas, que sean de aplicación a los buques de la Armada de los Estados Unidos.

- 5.2 Las tarifas por servicios portuarios, tales como remolques, amarrajes, muellaje y atraque, recogidas de cenizas o basuras, etc., serán de aplicación a los buques de la Armada Española cuando estos servicios sean prestados de acuerdo con lo dispuesto en la legislación vigente de los Estados Unidos o cuando hayan sido solicitados por los visitantes. Estas tarifas no podrán ser mayores que aquellas de aplicación a los buques de la Armada de los Estados Unidos.
- 5.3 Los buques de la Armada Española, al igual que los buques de las Fuerzas de los Estados Unidos estarán exentos de inspecciones, incluidas las de aduanas y sanidad. La existencia a bordo de enfermedades contagiosas, cuya existencia se sospeche o conozca, será comunicada con anterioridad a la solicitud de libre plática. Los efectos personales desembarcados de buques visitantes estarán sujetos a declaración e inspección por las autoridades aduaneras locales.
- 5.4 El personal que desembarque temporalmente de los buques visitantes con obligación de reincorporarse a bordo antes de la salida del buque a la mar, no necesitará ni pasaporte ni visado. Se requerirá documentación de identidad de la Armada Española.
- 5.5 Queda autorizado el uso de uniforme para las visitas a tierra.
- 5.6 Los Comandantes de los buques de la Armada Española serán responsables ante sus correspondientes Mandos Superiores nacionales de la conducta y comportamiento de sus Mandos de acuerdo con su reglamentación nacional.
6. Privilegios Entre las clases o privilegios a que se refiere el párrafo 4.3 que podrán normalmente accordarse para los buques de la Armada Española, previa notificación, están los siguientes:
- 6.1 Clase 1. - Aprovisionamientos Logísticos: Comprenderá combustible y víveres frescos y secos que serán suministrados en la medida posible por los medios locales o con arreglo a pedido previo.
- 6.2 Clase 2. - Reparaciones: Las reparaciones y obras de modificación estarán sujetas a acuerdos especiales en cada caso.
- 6.3 Clase 3. - Permiso para bajar a tierra: Los permisos para bajar a tierra estarán sujetos a cualquier restricción que puedan imponer las Autoridades navales locales de los Estados Unidos, o las Autoridades gubernamentales locales, federales o del Estado. A través de las Autoridades militares locales se facilitarán, de acuerdo con las normas y tarifas establecidas, instalaciones deportivas y recreativas.

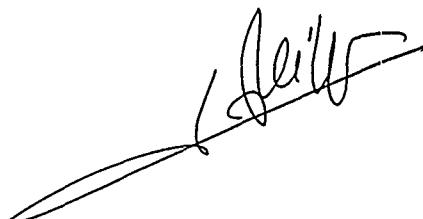
- 6.4 Clase 4.- Patrullas: Personal de uniforme y sin armas para auxiliar a las Autoridades locales en el mantenimiento del orden.
 - 6.5 Clase 5.- Instrucción: Utilización de zonas de instrucción en tierra o en aguas territoriales en aquellos lugares que pudieran convenirse con los Mandos locales.
 - 6.6 Clase 6.- Instrucción de vuelos: Comprenderá el estacionamiento en tierra de los aviones y la realización de vuelos de instrucción, tanto desde a bordo como desde tierra, previa autorización de las autoridades norteamericanas competentes.
 - 6.7 Clase 7.- Excursiones Colectivas: Autorización para efectuar excursiones, tanto diarias como más prolongadas, a las ciudades de los Estados Unidos.
 - 6.8 Clase 8.- Medios oficiales de Transporte: Permisos para desembarcar, utilizar y reembarcar vehículos oficiales durante la estancia del buque en los Estados Unidos. El numero y tipo de estos vehículos será facilitado con la notificación.
7. Movimientos Portuarios y Servicios. Los procedimientos para la llegada, movimientos portuarios y obtención de servicios, se establecerán entre las Marinas de España y de los Estados Unidos.
- 7.1 A solicitud de los buques de la Armada Española y en la medida de lo posible se les asignarán fondeaderos seguros y facilidades de atraque, incluyendo las necesarias para el embarco y desembarco de personal y abastecimiento.
 - 7.2 De solicitarse, se suministrara información hidrográfica local.
 - 7.3 El establecimiento de servicios de comunicaciones en tierra salvo los servicios normales de teléfonos, telégrafos o cables, necesitará acuerdo previo en cada caso.
8. Generalidades.
- 8.1 Nada de lo establecido en este Anexo impedirá a las Autoridades competentes de los Estados Unidos negar la autorización a una visita propuesta en caso de congestión de puerto, seguridad u otra causa justificada.
 - 8.2 En su transito por las aguas jurisdiccionales de los Estados Unidos, los submarinos deberan navegar en superficie.
 - 8.3 En el caso de surgir circunstancias imprevistas no comprendidas en las disposiciones de este Anexo, se sobreentiende que, a los fines de este Anexo, cualquier buque de la Armada Española recibirá el mismo trato y consideración que un buque de las Fuerzas de los Estados Unidos.

Madrid, 31 de enero de 1976

Por el Gobierno de los
Estados Unidos de América:

A handwritten signature in black ink, appearing to read "George H.W. Bush".

Por el Gobierno de
España:

A handwritten signature in black ink, appearing to read "King Juan Carlos I".

ANEXO DE PROCEDIMIENTO XTRANSMISIONES Y ELECTRONICA1.- Generalidades

- 1.1 Las Fuerzas de los Estados Unidos podrán utilizar y mantener las facilidades y servicios existentes de transmisiones y electrónica a que se refiere el Acuerdo Complementario sobre Facilidades numero 6 y, en caso necesario, en aquellas otras áreas que pudieran ser autorizadas por el Consejo Hispano-Norteamericano.
- 1.2 En general, y siempre que se disponga de ellos, serán utilizados los servicios españoles de teléfonos, telégrafos y teletipos para satisfacer las necesidades de las Fuerzas de los Estados Unidos.
- 1.3 Las Fuerzas de los Estados Unidos están autorizadas a utilizar códigos, cifras y otros medios de seguridad criptográfica.

2.- Comunicaciones alámbricas terrestres.

- 2.1 Las necesidades de las Fuerzas de los Estados Unidos en cuanto a instalaciones y servicios de telecomunicaciones alámbricas terrestres, serán coordinadas con las Fuerzas Militares españolas y con los Servicios de Telecomunicaciones civiles. Las normas para la asignación de las facilidades y servicios de telecomunicaciones alámbricas terrestres que los Estados Unidos consideren necesarios serán acordadas entre las Autoridades Militares competentes españolas y de los Estados Unidos, a través del Comité Conjunto para Asuntos Político-Militares Administrativos. El pago de tales servicios se realizará con arreglo a lo establecido en el referido acuerdo.
- 2.2 Con el fin de que las Autoridades civiles y militares españolas de telecomunicaciones puedan actuar con tiempo suficiente, dichas Autoridades serán informadas, con la antelación posible, de las necesidades de circuitos terrestres que proyecten las Fuerzas de los Estados Unidos.
- 2.3 Las Fuerzas de los Estados Unidos podrán instalar, mantener y utilizar su propio equipo en las terminales de las líneas terrestres suministradas por los organismos españoles. El equipo instalado no deberá causar ninguna interferencia en otras líneas terrestres españolas, y deberá

ser adecuado para su utilización en sistemas de circuitos que se ajusten a las recomendaciones del Comité Consultivo Internacional Telefónico y Telegráfico (C.C.I.T.T.) y a las condiciones establecidas por el organismo español interesado.

2.4 En caso necesario, y de no existir líneas utilizables, podrán ser instaladas redes telefónicas, de teletipo y cualesquiera otros sistemas de intercomunicación que se consideren necesarios para el apoyo de las necesidades militares de los Estados Unidos, según se autorice por el Comité Conjunto para Asuntos Político-Militares Administrativos. De mutuo acuerdo, estas redes podrán ser integradas en las pertenecientes a las Fuerzas Militares españolas.

2.5 Las Fuerzas Militares de los Estados Unidos podrán instalar, en la medida que autorice el Comité Conjunto para Asuntos Político-Militares Administrativos, circuitos de control, desde las instalaciones relacionadas en el Acuerdo Complementario sobre Facilidades número 6 hasta las facilidades de transmisión, de recepción y de auxilios electrónicos a la navegación, situadas fuera de las instalaciones antedichas. El trazado exacto de las líneas terrestres para estos fines será fijado de mutuo acuerdo entre las autoridades militares competentes españolas y de los Estados Unidos.

3.- Radio transmisiones.

3.1 Las Fuerzas de los Estados Unidos están autorizadas para mantener y utilizar las siguientes facilidades actualmente existentes:

- 3.1.1 Instalaciones de radio principal de enlace con la red mundial de los Estados Unidos.
- 3.1.2 Aquellas otras facilidades de radio comunicaciones menores necesarias para el apoyo de los servicios administrativos y militares de las Fuerzas de los Estados Unidos en España.
- 3.1.3 Facilidades radio para comunicaciones con aviones militares de los Estados Unidos.
- 3.1.4 Aquellas otras estaciones transmisoras de radiodifusión que contribuyen al normal bienestar e instrucción de las Fuerzas de los Estados Unidos, con inclusión de estaciones de radiodifusión de corto alcance, con sujeción a la reglamentación promulgada en esta materia por las autoridades españolas.

- 3.2 Cuando fueren autorizados por el Comité Conjunto para Asuntos Político-Militares Administrativos, las Fuerzas de los Estados Unidos podrán también mantener y utilizar para su servicio:
- 3.2.1 Comunicaciones por satélite;
 - 3.2.2 Estaciones transmisoras de televisión para los fines y en los términos especificados en el párrafo 3.1.4 anterior; y
 - 3.2.3 Otras facilidades de comunicación que puedan ser necesarias en el futuro.
- 3.3 Las antenas de transmisión y recepción instaladas por los Estados Unidos a los fines anteriormente indicados serán construidas y situadas de forma que no constituyan un peligro para la navegación aérea.
- 3.4 Las Fuerzas de los Estados Unidos están autorizadas a continuar utilizando las frecuencias radio e indicativos de llamada a ellas asignados para la operación de las facilidades de comunicación en España. Cualquier cambio en las frecuencias o indicativos de llamada existentes así como las peticiones de frecuencia o indicativos de llamada necesarias para las facilidades de comunicaciones en España, serán coordinadas, convenidas y asignadas a través de los canales normales.
- El Comité Conjunto para Asuntos Político-Militares Administrativos será informado de los mencionados cambios o peticiones.

4. - Torres de Control

En las torres de control utilizadas conjuntamente por las Fuerzas españolas y de los Estados Unidos, estas últimas suministrarán y operarán los equipos necesarios para satisfacer sus propias necesidades.

5. - Auxilios a la navegación y control de aproximación

Las Fuerzas de los Estados Unidos pueden utilizar y mantener los auxilios a la navegación y aterrizaje electrónicos hoy existentes, tales como radar de vigilancia de aeropuerto, control de aproximación de tierra (G.C.A), TACAN y sistema de aterrizaje por instrumento (I L S) y pueden instalar cualquier otro tipo de auxilio que sea desarrollado y adaptado para tal uso. Si en el futuro fuera necesario cambiar o incrementar las facilidades actuales, ésto podrá ser realizado dependiendo de la aprobación del Consejo Hispano-Norteamericano.

6.- Red de Alerta y Control de aviones

Las Fuerzas de los Estados Unidos están autorizadas para utilizar la Red de Alerta y Control de aviones española existente. Las Normas relativas a la utilización de este sistema serán establecidas por el Comité Conjunto para Asuntos Político-Militares Administrativos.

7.- Facilidades meteorológicas

Las Fuerzas de los Estados Unidos están autorizadas para mantener y utilizar equipos de comunicaciones en conexión con la operación de las facilidades meteorológicas autorizadas en España.

Madrid, 31 de enero de 1976

Por el Gobierno de los
Estados Unidos de América:

John Shaffer

Por el Gobierno de
España:

J. Soler

ANEXO DE PROCEDIMIENTO XIIINORMAS REGULADORAS DE LOS CONTRATOS DE CONSTRUCCION CON CONTRATISTAS ESPAÑOLES.

- 1.- En consonancia con el Artículo VII del Acuerdo de Desarrollo, las Fuerzas de los Estados Unidos podrán adjudicar contratos a contratistas principales españoles o de los Estados Unidos, para la ejecución de proyectos de construcción o de mejora en España. De acuerdo con las condiciones del contrato, los servicios de los contratistas españoles serán utilizados, directamente o a través de un contratista principal de los Estados Unidos, siempre que el contratista español cumpla las condiciones exigidas para el contrato, que deberán ser publicadas, excepto en casos especiales que deberán ser puestos en conocimiento del Comité Conjunto para Asuntos Político-Militares Administrativos.
- 2.- Los contratistas españoles podrán ser seleccionados de entre los cualificados para realizar el proyecto bien directamente o mediante concurso, o bien a través de un contratista principal de los Estados Unidos o de un miembro de una agrupación adjudicataria del mismo país.
- 3.- Al seleccionar un contratista español, las Fuerzas de los Estados Unidos facilitarán la oportunidad de concursar al mayor número posible de contratistas, reservándose el derecho, sin embargo, de seleccionar al contratista considerado el mejor cualificado, teniendo en cuenta el precio y demás factores.
- 4.- Los contratistas principales españoles o aquellos contratistas españoles seleccionados a través de un contratista principal de los Estados Unidos o de un miembro de una agrupación adjudicataria del Ministerio de Hacienda español, deberán figurar en el Registro de Contratistas del Ministerio de Hacienda español, con la clasificación aplicable al tipo de proyecto a realizar, de acuerdo con las exigencias de un proyecto similar que pudiera contratarse con el Gobierno español.
- 5.- Las invitaciones de oferta o los pliegos de condiciones, deberán comprender con el mayor detalle:

- a) el alcance de la construcción;
- b) la calidad de material a utilizar;
- c) los planos detallados del proyecto;
- d) coste estimado con amplio margen;
- e) máximo periodo de tiempo o fecha de terminación del proyecto

Una copia de los pliegos de condiciones del concurso o de las ofertas será entregada al Mando español de la instalación y otra enviada al Comité Conjunto para Asuntos Político-Militares Administrativos.

6. - Cuando se adjudique una contrata se dará cuenta de ello al Comité Conjunto para Asuntos Político-Militares Administrativos acompañando un resumen de las condiciones de la adjudicación.
7. - Cuando no sea posible llevar a cabo el proyecto mediante los procedimientos de los párrafos 1, 2 o 3 de este Anexo, el Comité Conjunto para Asuntos Político-Militares Administrativos podrá autorizar, con carácter excepcional, la contratación con empresas de terceros países, reservándose, en todos los casos, el derecho de aprobar la adjudicación hecha por las Autoridades de los Estados Unidos en tales casos.
8. - Si un contratista español incumple las condiciones de su contrato, las fuerzas de los Estados Unidos informarán al Comité Conjunto para Asuntos Político-Militares Administrativos de este hecho, sin perjuicio del ejercicio de las acciones civiles que pudieran corresponderles.

Madrid, 31 de enero de 1976

Por el Gobierno de los
Estados Unidos de América:

Por el Gobierno de
España:

ANEXO DE PROCEDIMIENTO XIV

SEGURO DE RESPONSABILIDADES CIVILES DE LOS EMPLEADOS DE CONTRATISTAS Y SUBCONTRATISTAS DE LAS FUERZAS DE LOS ESTADOS UNIDOS Y DEL OTRO PERSONAL CIVIL A QUE SE REFIERE EL ARTICULO XXIX DEL ACUERDO DE DESARROLLO

- 1.- Este Anexo establece los requisitos relativos al seguro de responsabilidades civiles de los empleados de contratistas y subcontratistas de las fuerzas de los Estados Unidos y del otro personal civil a que se refiere el Artículo XXIX del Acuerdo de Desarrollo.

No quedarán dentro de la aplicación de este Anexo y estarán reguladas por las Leyes y disposiciones españolas relativas a los seguros de responsabilidades civiles, la contratación de seguros de responsabilidades civiles por los contratistas y subcontratistas españoles de las fuerzas de los Estados Unidos y las condiciones de aquélla.

- 2.- Las pólizas de seguro objeto de este Anexo serán contratadas con compañías españolas o estadounidenses autorizadas legalmente para efectuar este tipo de actividades en España.

- 3.- Las pólizas de seguro objeto de este Anexo, que podrán ser de carácter general o particular, se regirán de acuerdo con las Leyes y disposiciones españolas.

- 4.- Las pólizas de seguro objeto de este Anexo contendrán:

4.1 Disposiciones estableciendo la sumisión al Derecho y la Jurisdicción españoles respecto de cualquier problema referente a la interpretación o aplicación de las cláusulas y condiciones de la póliza.

4.2 Disposiciones por las que la compañía aseguradora, como subrogada de la entidad aseguradora, atienda y asuma respecto de cualquier persona perjudicada, las consecuencias legales que se deriven de los daños producidos.

- 5.- Las pólizas de seguro objeto de este Anexo no contendrán:

5.1 Ninguna disposición de franquicia o de limitación similar.

5.2 Ninguna disposición que requiera la sumisión a cualquier tipo de arbitraje.

- 6.- Con anterioridad a la conclusión de contratos o principio de servicios a que se refiere el párrafo 7 de este Anexo, el Comité Conjunto para Asuntos Político-Militares Administrativos, tan pronto como sea posible, determinará para cada clase de contratos o servicios la cuantía del seguro considerado suficiente para la cobertura de los riesgos procedentes de las responsabilidades civiles originadas en España como resultado de daños a personas o bienes causados por acciones u omisiones realizadas en el desempeño de acto de servicio, por las personas a que se refiere el Artículo XXIX del Acuerdo de Desarrollo, tomando en consideración la clase de actividades objeto de cada obra o servicio.
- 7.- Efectuada por el Comité Conjunto para Asuntos Político-Militares Administrativos la determinación a que se refiere el párrafo 6 de este Anexo, serán de aplicación las siguientes normas a los supuestos que se expresan:
- 7.1 Respecto de contratistas y subcontratistas, las Autoridades Militares de los Estados Unidos incluirán en todos los contratos de obras o servicios, la obligación del contratista de concertar una póliza de seguro que cubra las responsabilidades civiles por daños a personas o bienes que puedan originarse en territorio español, como resultado de las acciones u omisiones realizadas por sus empleados en el desempeño de acto de servicio. También requerirán que se incluya la misma obligación en los contratos de subcontratistas que realicen servicios para el contratista principal.
- 7.2 Antes de la iniciación de la obra por el contratista o subcontratista, las Autoridades Militares de los Estados Unidos transmitirán al Comité Conjunto para Asuntos Político-Militares Administrativos un documento expedido por la compañía aseguradora certificando la cobertura de seguro de las responsabilidades civiles a que se refiere el apartado 7.1, por una cuantía no inferior a la establecida por el Comité Conjunto para Asuntos Político-Militares Administrativos para esta clase de contratos.
- 7.3 Respecto de los miembros del personal civil de los Estados Unidos en España que no sean personas a cargo y a los que no sean de aplicación las disposiciones de los Artículos XXVI y XXVII del Acuerdo de Desarrollo, las Autoridades Militares de los Estados Unidos transmitirán al Comité Conjunto para Asuntos Político-Militares Administrativos un documento similar al exigido en el apartado 7.2 precedente, antes de que dichas personas inician sus actividades oficiales en España.

8.- Las Autoridades Militares de los Estados Unidos, al tener noticia de un hecho que cause daños a personas o bienes que puedan originar reclamaciones de acuerdo con las polizas de seguro objeto de este Anexo, transmitirán al Comité Conjunto para Asuntos Político-Militares Administrativos un breve informe sobre el incidente, haciendo constar la fecha, lugar, partes interesadas y nombre de la compañía aseguradora correspondiente. Para facilitar el trámite de las reclamaciones, dichas Autoridades proporcionarán una copia de este informe a las personas que aleguen sufrir los daños, a personas o bienes.

Madrid, 31 de enero de 1976

Por el Gobierno de los
Estados Unidos de América:

Bill Dalle

Por el Gobierno de
España:

J. M. F.

ANEXO DE PROCEDIMIENTO XVALMACENAMIENTO Y TRANSPORTE DE MUNICIONES Y EXPLOSIVOS MILITARES
PARA LAS FUERZAS DE LOS ESTADOS UNIDOS EN ESPAÑA1. - ALMACENAMIENTO

- 1.1 Las fuerzas de los Estados Unidos podran utilizar y mantener las facilidades y servicios existentes de almacenamiento de municiones y explosivos a que se refiere el Acuerdo Complementario sobre Facilidades (Número 6) y, en su caso, en aquellas otras facilidades que pudieran ser autorizadas por el Consejo Hispano-Norteamericano.
- 1.2 Cualquier aumento sustancial en el nivel de municiones en cualquier facilidad, en circunstancias normales, tendrá que tramitarse de acuerdo con lo previsto en el Artículo II del Acuerdo de Desarrollo.
- 1.3 En las facilidades de almacenamiento descritas en este Anexo se aplicaran los criterios cantidad-tipo-distancia, establecidos a efecto de seguridad en las normas de ambos paises. En caso de que existan diferencias entre dichas normas, el asunto podra ser sometido al Comité Conjunto para Asuntos Político-Militares Administrativos.
El lugar acordado de estas facilidades de almacenamiento y de zonas fuera de las instalaciones militares pero dentro de los límites cantidad-tipo-distancia sera indicado en los planos generales de las instalaciones militares españolas donde haya fuerzas de los Estados Unidos.
- 1.4 En caso necesario, las autoridades españolas estableceran limitaciones adecuadas respecto al uso de las zonas situadas fuera de las instalaciones militares españolas y que caen dentro de los límites cantidad-tipo-distancia. Estas restricciones incluiran una prohibición en la construcción de nuevas edificaciones y en el uso de los edificios existentes.
- 1.5 Correspondera al Mando de la instalación autorizar incrementos circunstanciales justificados, en el nivel de utilización siempre que se mantengan los criterios "cantidad-tipo-distancia" establecidos.

2. - TRANSPORTE

- 2.1 Las autoridades militares de los Estados Unidos solicitaran permiso del Comité Conjunto para Asuntos Político-Militares Administrativos para

cargar o descargar municiones y explosivos militares en un puerto español adecuado designado por las autoridades españolas para tal fin, a menos que tal carga o descarga vaya a tener lugar en instalaciones militares españolas descritas en el párrafo 1.1. Tal petición será efectuada con la mayor antelación posible, pero normalmente no inferior a 7 días antes de la fecha en que se espera la llegada del buque al puerto. La petición especificara:

- 2.1.1 Puerto;
- 2.1.2 Día y hora de llegada que se espera;
- 2.1.3 Fondeadero o muelle solicitado;
- 2.1.4 Identificación del buque y calado;
- 2.1.5 Tiempo que se espera dure la carga o descarga;
- 2.1.6 Descripción y cantidad de municiones o material explosivo que se van a cargar o descargar;
- 2.1.7 Medios de transporte propuestos para el traslado de municiones a o desde su lugar de almacenamiento;
- 2.1.8 Medidas de seguridad a seguir en la carga, descarga y transporte.
- 2.2 Cuando se efectúe y se apruebe por las autoridades militares españolas competentes una petición descrita en el párrafo 2.1, el Comité Conjunto para Asuntos Político-Militares Administrativos informará que la autorización ha sido concedida a las autoridades española y de los Estados Unidos correspondientes, con objeto de que se puedan llevar a cabo las operaciones de carga, descarga y transporte y también informará a las autoridades de los Estados Unidos con prontitud de cualquier detalle especial sobre tales operaciones.
 - 2.2.1 El Gobierno español será responsable de los procedimientos de seguridad exterior y determinará las medidas de control que sean necesarias durante tales operaciones de carga, descarga y transporte.
 - 2.2.2 Durante tales operaciones de carga, descarga y transporte entre el puerto designado y las zonas de almacenamiento, se aplicarán las reglas de seguridad prescritas en los reglamentos de las Fuerzas Armadas de España y de los Estados Unidos, así como las específicas que rijan para el medio de transporte que se utilice.
 - 2.2.3 Cuando se transporten municiones o explosivos entre puertos españoles y zonas de almacenamiento o entre puertos españoles en

tránsito hacia o desde una zona de almacenamiento por tierra, mar o aire, se observaran las siguientes normas:

- 2.2.3.1 El transporte por tierra que se lleve a cabo fuera de las instalaciones militares españolas descritas en el párrafo 1.1 se efectuara previo acuerdo del Comité Conjunto para Asuntos Político-Militares Administrativos.
- 2.2.3.2 El transporte por mar se llevará a cabo previa notificación al Comité Conjunto para Asuntos Político-Militares Administrativos de los puertos españoles afectados.
- 2.2.3.3 El transporte aéreo dentro del territorio español se llevará a cabo de acuerdo con las normas aprobadas por el Comité Conjunto para Asuntos Político-Militares Administrativos.
- 2.2.4 En caso de que las medidas de seguridad prescritas en los reglamentos españoles y norteamericanos no coincidan, se adoptará la que ofrezca mayor nivel de seguridad.

Madrid, 31 de enero de 1976

Por el Gobierno de los
Estados Unidos de América:



Por el Gobierno de
España:



ANEXO DE PROCEDIMIENTO XVIRENUNCIA AL DERECHO PREFERENTE DE EJERCICIO DE LA JURISDICCIÓN PENAL SOBRE EL PERSONAL DE LOS ESTADOS UNIDOS EN ESPAÑA.

- 1.- Las peticiones de cesión del derecho primario a ejercer jurisdicción, especificados en el Artículo XVII del Acuerdo de Desarrollo, se harán conforme a las disposiciones de este Anexo.
- 2.- Las peticiones de cesión del derecho primario a ejercer jurisdicción, se presentaran:
 - a. Por parte de los Estados Unidos, no más tarde de quince días a partir del momento en que las Autoridades Militares de los Estados Unidos hayan sido notificadas del comienzo de la actuación de las Autoridades españolas competentes;
 - b. Por parte de España, no más tarde de quince días a partir del momento en que las Autoridades Militares de los Estados Unidos, habiendo sido notificadas de que un Miembro del Personal de los Estados Unidos en España ha sido acusado por las Autoridades españolas, mantengan su derecho primario a ejercer jurisdicción de acuerdo con el párrafo 3 (a) del Artículo XV del Acuerdo de Desarrollo.
- 3.- Una petición de cesión del derecho primario a ejercer jurisdicción se resolverá antes de treinta días a partir del momento de recepción de la petición. En el mismo plazo, se notificará la decisión a las Autoridades peticionarias. Si no se procede a dicha notificación en el plazo citado, se considerará que la petición ha sido resuelta favorablemente.
- 4.- En los casos en que en aplicación de las disposiciones del Artículo XVII del Acuerdo de Desarrollo, España cede su derecho primario a ejercer jurisdicción a favor de las Autoridades Militares de los Estados Unidos, se observarán las siguientes previsiones:
 - a. El Gobierno español puede nombrar un observador para que esté presente en las sesiones del Tribunal Militar de los Estados Unidos que entienda del caso. Siempre que sea posible, las citadas sesiones se celebrarán en territorio español.
 - b. La cesión, por parte de España, de su derecho a ejercer jurisdicción no implicará, en ningún caso, pérdida alguna de los derechos reconocidos a las partes perjudicadas en los Artículos XXVII y XXX del Acuerdo de Desarrollo.

Madrid, 31 de enero de 1976

Por el Gobierno de los
Estados Unidos de América:

Por el Gobierno de
España:

[EXCHANGES OF NOTES]

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 92

MADRID, January 31, 1976.

EXCELLENCY.

I have the honor to refer to Article XXIII of the Agreement in Implementation of today's date and to the legal rights and procedural safeguards referred to therewithin.

As your Excellency is aware, the Government of the United States attaches great importance to such legal rights and safeguards and in entering into said Agreement has done so on the understanding that the legal rights and safeguards referred to in Article XXIII thereof are but representative of those rights and safeguards, common to both legal systems, which shall be accorded whenever a member of the United States personnel in Spain is prosecuted under the jurisdiction of Spain.

I have the further honor to request confirmation by Your Excellency that the Government of Spain shares the aforementioned understanding of the Government of the United States.

Accept, Excellency, the assurances of my highest consideration.

WELLS STABLER

His Excellency

D JUAN JOSE ROVIRA Y SANCHEZ HERRERO,
Ambassador of Spain,
Ministry of Foreign Affairs,
Madrid.

MADRID, 31 de enero de 1976

MINISTERIO
DE
ASUNTOS EXTERIORES

EXCELENTESSIMO SEÑOR.

Tengo la honra de referirme al Artículo XXIII del Acuerdo de Desarrollo del Tratado de Amistad y Cooperación entre España y los Estados Unidos y a la nota de V.E. sobre la materia, ambas de fecha de hoy, y de asegurar a V.E. que, siempre que un miembro del Personal de los Estados Unidos en España sea procesado por la jurisdicción española en causas criminales o quasi-criminales,

tendrá derecho a la aplicación más favorable de las siguientes garantías procesales, comunes a ambos sistemas legales:

- A. Ser juzgado en el plazo más breve posible,
- B. Ser careado con los testigos de cargo y hacerles preguntas;
- C. Que los testigos de descargo sean obligados a comparecer, si la Jurisdicción española tiene facultades legales para ello,
- D. Tener representación legal y defensa de su elección durante todo el procedimiento y acto de la vista o, a su elección, tener representación legal nombrada por el Tribunal con carácter gratuito, en los mismos términos y condiciones aplicables a los nacionales españoles;
- E. Contar con los servicios de un intérprete competente, si lo estima necesario;
- F. No ser declarado culpable de una infracción penal en base a acción u omisión que no sea punible según el Derecho de España vigente en el momento de la comisión,
- G. Estar presente en la vista, que será pública. No obstante, sin perjuicio de las garantías procesales enumeradas en este Artículo XXIII del citado Acuerdo, podrán ser excluidas de la vista las personas cuya presencia no sea necesaria, si el Tribunal adopta esta decisión por razones de orden público o de moralidad,
- H. A que la carga de la prueba recaiga en el Ministerio Fiscal,
- I. A ser protegido contra la utilización de una confesión u otro medio de prueba obtenidos por medios ilegales o inadecuados;
- J. A no ser obligado a testificar contra sí mismo o a incriminarse,
- K. A no ser requerido a comparecer en juicio si no está física o mentalmente en condiciones adecuadas para hacerlo o para participar en su defensa,
- L. A no ser juzgado ni condenado más de una vez por la misma infracción,
- M. A tener derecho a interponer apelación contra una condena o sentencia, y,
- N. A que se le abone, para el cumplimiento de cualquier condena de privación de libertad, el tiempo de detención o prisión preventiva en una instalación penitenciaria de los Estados Unidos en España.

Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración.

JUAN ROVIRA S

Excelentísimo Señor

WELLS STABLER

*Embajador de los Estados Unidos de América
Madrid*

Translation

MINISTRY OF FOREIGN AFFAIRS

MADRID, January 31, 1976

EXCELLENCY:

I have the honor to refer to Article XXIII of the Agreement in Implementation of the Agreement of Friendship and Cooperation between Spain and the United States and to Your Excellency's note on this subject, both of this date, and to assure Your Excellency that if a member of the United States personnel in Spain is prosecuted under Spanish jurisdiction for criminal or quasi-criminal offenses, he shall be entitled to the most favorable application of the following procedural safeguards common to both legal systems:

- A. To be tried as promptly as possible;
- B. To be confronted with and to cross-examine the witnesses against him;
- C. To have compulsory process for obtaining witnesses in his favor, if they are within the jurisdiction of Spain;
- D. To have legal representation of his own choice for his defense throughout all investigative and judicial phases of the entire proceedings or, at his election, to have legal representation appointed by the court at no cost to him under the same terms and conditions applicable to Spanish citizens;
- E. If he considers it necessary, to have the service of a competent interpreter;
- F. Not to be held guilty of a criminal offense on account of any act or omission which did not constitute a criminal offense under the law of Spain at the time it was committed,
- G. To be present at his trial which shall be public. However, without prejudice to the trial safeguards listed in this Article, persons whose presence is not necessary may be excluded, if the court so decides for reasons of public order or morality;
- H. To have the burden of proof placed upon the prosecution,
- I. To be protected from the use of a confession or other evidence obtained by illegal or improper means;
- J. Not to be compelled to testify against or otherwise incriminate himself;
- K. Not to be required to stand trial if he is physically or mentally unfit to stand trial or to participate in his defense;
- L. Not to be tried or punished more than once for the same offense;
- M. To have the right to appeal a conviction or sentence;
- N. To have credited to any sentence of confinement his period of pretrial confinement in a confinement facility of the United States in Spain.

Accept, Mr. Ambassador, the assurance of my highest consideration.

JUAN ROVIRA S

His Excellency

WELLS STABLER,

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

MADRID, 31 de enero de 1976 [¹]

MINISTERIO
DE
ASUNTOS EXTERIORES

EXCELENTE SEÑOR.

Siendo intención de mi Gobierno reconsiderar el estatuto de las Fuerzas Armadas Españolas en los Estados Unidos, tengo la honra de sugerir a V.E. que sigan en vigor las normas contenidas en el Canje de Notas de 25 de Septiembre de 1970.

Si cuanto antecede merece la aprobación de su Gobierno, tengo la honra de proponer que esta Nota y la contestación de V.E. constituyan el Acuerdo de ambos Gobiernos sobre este asunto.

Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración.

JUAN ROVIRA S

Excelentísimo Señor

WELLS STABLER

*Embajador de los Estados Unidos de América
Madrid*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 93

MADRID, January 31, 1976.

EXCELLENCY.

I have the honor to refer to your note of this date which reads in translation as follows:

"Inasmuch as the intention of my Government is to review the status of Spanish armed forces in the United States, I have the

¹ For the English translation, see pp. 3284-3285.

honor to suggest to Your Excellency that the norms contained in the exchange of notes of September 25, 1970, be maintained in force.

If your Government concurs in the foregoing, I have the honor to propose that this note and Your Excellency's reply to that effect shall constitute an agreement between our two Governments on this matter."

I wish to advise you that the Government of the United States agrees that your note, together with this reply, constitute an agreement between our two Governments relating to the exchange of notes of September 25, 1970, concerning the status of members of the armed forces of Spain within the United States.

Accept, Excellency, the assurances of my highest consideration.

His Excellency

D JUAN JOSE ROVIRA Y SANCHEZ HERRERO,
Ambassador of Spain,
Ministry of Foreign Affairs,
Madrid.

MADRID, 24 de enero de 1976.^[1]

MINISTERIO
DE
ASUNTOS EXTERIORES

SEÑOR EMBAJADOR:

Con objeto de cumplimentar lo estipulado en el Artículo II del Acuerdo Complementario Número 6 sobre Facilidades, los Gobiernos de los Estados Unidos de América y de España firmarán en el plazo máximo de un mes el Acuerdo de Desarrollo del citado Artículo.

Si esta propuesta goza de la aceptación de su Gobierno, estas Cartas constituirán un Acuerdo entre nuestros dos países.

Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración.

JUAN ROVIRA S

Excelentísimo Señor

ROBERT McCLOSKEY
Embajador de los Estados Unidos de América
Washington, D.C.

¹ For the English translation, see p. 3286.

No. 74

MADRID, January 24, 1976.

EXCELLENCY.

I have the honor to refer to your note of this date which reads in translation as follows:

"In order to comply with the provisions in Article II of Supplementary Agreement No. Six on Facilities, the Agreement in Implementation of that Article will be signed by the Government of the United States and the Government of Spain within a maximum period of one month.

If this proposal is acceptable to your Government, these notes will constitute an agreement between our two countries."

I wish to advise you that the Government of the United States agrees that your note, together with this reply, constitutes an agreement between our two Governments relating to Supplementary Agreement Number Six of the Treaty of Friendship and Cooperation signed January 24, 1976.

Accept, Excellency, the assurances of my highest consideration.

ROBERT J MCCLOSKEY
Ambassador-at-Large

His Excellency

D JUAN JOSÉ ROVIRA Y SÁNCHEZ HERRERO,
Ambassador of Spain,
Ministry of Foreign Affairs,
Madrid.

GERMAN DEMOCRATIC REPUBLIC
Telecommunication: Embassy Facilities

*Protocol signed at Washington July 24, 1974;
Entered into force July 24, 1974.*

TELECOMMUNICATIONS PROTOCOL

It is agreed that the diplomatic missions of each country may have the following technical communications facilities. These facilities are to be available at the opening date of the Embassy, or as stated in the requirement.

The Embassy of the United States of America in Berlin shall be entitled to:

1. A minimum of one leased full-duplex teletype circuit with the speed of 75 BAUD to provide the primary means of communication. This circuit will be leased 24 hours per day and is to be terminated on the Embassy-designated terminal block. The necessary teletype equipment will be provided and installed by the Embassy. The distant end of the circuit will initially be terminated at the United States Embassy, Bonn. This circuit will be requested by application, and is to be operational upon the opening of the Embassy.

2. Installation of a radio teletype facility and corresponding antennas for transmission and reception of diplomatic communications in the frequency range of 3 to 30 MHz, which is to provide a back-up communication capability as required. All equipment will be supplied and installed by the Embassy. An application will be submitted and the technical details will be provided to the competent authority.

3. Antennas will be installed on the Embassy building to support the radio requirements. The antennas will be included in the application for the radio installation.

4. The Embassy will require a minimum of ten separate public telephone lines upon opening, although additional telephone lines may be required at a later date. The telephones are to be terminated on the Embassy-designated terminal block. The telephone connection application will be submitted to the competent authority, and technical data on the Embassy telephone system will be provided. The Embassy will furnish and install all Embassy telephone equipment of its own choice.

5. A minimum of one public telephone line with handset for each residence and apartment is necessary. The numbers are to be listed in the name of the Embassy, and the Embassy will designate which numbers are to be listed in the public telephone index. It is agreed that newly-constructed apartments to be occupied by Embassy personnel are to be given priority for telephone installation, installation to be completed within 90 days of occupancy. The appropriate telephone connection application will be submitted to the competent authority.

6. A minimum of one high-grade low-frequency leased telephone line to West Berlin, end-to-end without dial. This line will terminate at the Embassy-designated terminal block and at the U.S. Mission in West Berlin. The appropriate telephone connection application will be submitted to the competent authority. It is to be examined whether an additional line can be provided at a later date.

7. A telex line with terminal equipment capable of receiving and transmitting, to be leased for use twenty-four hours per day. The appropriate application will be submitted to the competent authority.

8. A high restoration priority for repairs of the telex equipment, telex lines, teletype circuit, and telephone lines is to be provided.

9. The United States has the right to transmit and receive encoded communications.

The Embassy of the German Democratic Republic in Washington shall be entitled to:

1. Installation of a full duplex radio teletype facility with corresponding antenna equipment for transmission and receipt of diplomatic communications. Receiving and transmitting capabilities in the frequency range of 3 to 30 MHz, application to be made to the competent authority.

2. A telex line with send and receive capacity with terminal equipment to be leased twenty-four hours per day.

3. Delivery and installation of the telephone system for the Embassy. For purposes of installation, the permission of the telephone company must be obtained to ensure capability^[1] of this technical data with those of the U.S. telephone system. Application for installation is to be made with the telephone company.

4. A minimum of ten public telephone lines for the Embassy. Each line to have a separate number and to be connected to the switchboard of the Embassy. These lines shall be furnished upon transmission of the appropriate application to the competent authority.

5. At least one public telephone line with handset for the official residences. All telephone lines shall be furnished upon submission of application to the competent authority.

¹ Should read "compatibility".

6. A minimum of one leased full-duplex teletype circuit with the speed of 50 BAUD to provide the primary means of communications. This circuit will be leased 24 hours per day and is to be terminated as the Embassy designates. This circuit will be requested by application. The circuit may be upgraded to 75 BAUD.

7. The German Democratic Republic has the right to transmit and receive encoded communications.

The above requirements may be changed upon mutual agreement.
DONE at Washington July 24, 1974.

FOR THE DEPARTMENT OF STATE OF THE UNITED STATES OF AMERICA:

JOAN M. CLARK

Joan M. Clark
Executive Director
Bureau of European Affairs

FOR THE MINISTRY OF FOREIGN AFFAIRS OF THE GERMAN DEMOCRATIC REPUBLIC:

J. MALLASCH

Joachim Mallasch
Chief, Bureau of Economic Planning

VERBINDUNGSPROTOKOLL

Es wird vereinbart, daß den diplomatischen Vertretungen jedes Staates die folgenden technischen Verbindungseinrichtungen zugestanden werden. Diese Einrichtungen, mit Ausnahme der anders gearteten Erfordernisse weiter unten, sollen am Eröffnungstag der jeweiligen Botschaft verfügbar sein.

Die Botschaft der Vereinigten Staaten von Amerika in Berlin hat Anspruch auf:

1. Wenigstens eine gemietete Voll duplex-Fernschreibleitung mit einer Schrittgeschwindigkeit von 75 BAUD, die als Hauptverbindungsmittel dienen soll. Diese Leitung wird für 24-Stundenbetrieb täglich gemietet und wird an den von der Botschaft zu bezeichnenden Endverzweiger angeschlossen. Die notwendigen Fernschreibgeräte werden von der Botschaft zur Verfügung gestellt und installiert. Die andere Endstelle der Leitung befindet sich anfangs bei der Botschaft der Vereinigten Staaten in Bonn. Für die Erstellung dieser Leitung wird ein Antrag gestellt, und sie soll bei Eröffnung der Botschaft betriebsbereit sein.

2. Installierung einer Funk-Fernschreibanlage mit entsprechenden Antennen zum Senden und Empfangen von diplomatischen

Meldungen in Frequenzbereich von 3 bis 30 MHz, um als Ergänzungsanlage die notwendige Verbindungskapazität zu gewährleisten. Alle Geräte werden von der Botschaft zur Verfügung gestellt und installiert. Ein entsprechender Antrag mit Angabe der technischen Einzelheiten wird bei der zuständigen Behörde gestellt.

3. Die für den Funkbetrieb erforderlichen Antennen werden auf dem Botschaftsgebäude angebracht. Die Antennen werden in den Antrag für die Funkanlage eingeschlossen.

4. Zum Zeitpunkt der Eröffnung benötigt die Botschaft wenigstens zehn separate öffentliche Telefonleitungen. Zusätzliche Telefonleitungen könnten jedoch zu einem späteren Zeitpunkt erforderlich werden. Die Telefonleitungen werden an den von der Botschaft zu bezeichnenden Endverzweiger angeschlossen. Für die Telefonanschlüsse wird bei der zuständigen Behörde ein Antrag gestellt, wobei technische Daten über das Telefonsystem der Botschaft zur Verfügung gestellt werden. Die Botschaft wird für alle Botschaftstelefone Geräte ihrer Wahl beschaffen und installieren.

5. Für jedes Wohnhaus ist wenigstens eine öffentliche Telefonleitung mit Handapparat erforderlich. Diese Nummern werden unter dem Namen der Botschaft geführt, wobei die Botschaft diejenigen Nummern bezeichnet, die im öffentlichen Telefonverzeichnis aufgeführt werden. Es besteht Übereinkommen, daß Telefone in für Botschaftspersonal bestimmte Neubauwohnungen vorrangig installiert werden und diese Anschlüsse innerhalb von 90 Tagen nach Einzug in die Wohnung fertiggestellt werden. Die entsprechenden Anträge für Telefonanschlüsse werden bei der zuständigen Behörde gestellt.

6. Schaltung wenigstens einer hochwertigen Niederfrequenz-Fernsprechleitung als Mietleitung nach Westberlin, von Ende zu Ende, ohne Vermittlung. Endstellen sind der von der Botschaft zu bezeichnende Endverzweiger und die amerikanische Mission in Westberlin. Der entsprechende Antrag auf Telefonanschluß wird bei der zuständigen Behörde gestellt. Es wird überprüft, ob zu einem späteren Zeitpunkt eine zusätzliche Leitung zur Verfügung gestellt werden kann.

7. Eine sende- und empfangsfähige Telexleitung mit Endausrüstung zur täglichen Mietung für 24-Stundenbetrieb. Der entsprechende Antrag wird bei der zuständigen Behörde gestellt.

8. Eine hohe Dringlichkeitsstufe hinsichtlich der Reparatur von Telexgeräten und Telex-, Fernschreib- und Telefonleitungen.

9. Den Vereinigten Staaten steht bei Sendung und Empfang das Chiffrierrecht zu.

Die Botschaft der Deutschen Demokratischen Republik in Washington hat Anspruch auf:

1. Einrichtung einer Voll duplex-Funkfern schreib anlage mit entsprechenden Antennen zum Senden und Empfangen von diplomatischen Meldungen. Sende- und Empfangsbetrieb im 3 bis 30

MHz-Bereich, wozu bei der zuständigen Behörde ein Antrag zu stellen ist.

2. Eine gemietete, sende- und empfangsfähige Telexleitung mit Endausrüstung für 24-Stundenbetrieb täglich.

3. Lieferung und Installierung der Telefonanlage für die Botschaft. Für die Installierung muß die Erlaubnis der Telefongesellschaft eingeholt werden, um die Abstimmung der technischen Daten mit denen des amerikanischen Telefonsystems zu gewährleisten. Ein entsprechender Installierungsantrag wird bei der Telefongesellschaft gestellt.

4. Wenigstens zehn öffentliche Telefonleitungen für die Botschaft. Jede Leitung soll eine eigene Nummer haben und wird an den Vermittlungsschrank der Botschaft angeschlossen. Diese Leitungen werden auf entsprechenden Antrag bei der zuständigen Stelle zur Verfügung gestellt.

5. Mindestens einen öffentlichen Telefonanschluß mit Handapparat für die offiziellen Wohnungen. Alle Telefonanschlüsse werden auf Antrag bei der zuständigen Stelle zur Verfügung gestellt.

6. Wenigstens eine gemietete Voll duplex-Fernschreibleitung mit einer Schrittgeschwindigkeit von 50 BAUD, die als Hauptverbindungsmitte dienen soll. Diese Leitung wird für 24-Stundenbetrieb täglich gemietet und wird an den von der Botschaft zu bezeichnenden Endverzweiger angeschlossen. Für diese Leitung wird ein Antrag gestellt. Die Schrittgeschwindigkeit der Leitung kann auf 75 BAUD erhöht werden.

7. Der Deutschen Demokratischen Republik steht bei Sendung und Empfang das Chiffrierrecht zu.

Die obengenannten Erfordernisse können in gegenseitigem Übereinkommen geändert werden.

AUSGEFERTIGT am 24 juli 1974 in Washington.

FÜR DAS AUBENMINISTERIUM DER VEREINIGTEN STAATEN
VON AMERIKA:

JOAN M. CLARK

Joan M. Clark

Executive Director

Bureau of European Affairs

FÜR DAS MINISTERIUM FÜR AUSWÄRTIGE ANGELEGENHEITEN
DER DEUTSCHEN DEMOKRATISCHEN REPUBLIK:

J. MALLASCH

Joachim Mallasch

Leiter der Abteilung

Ökonomische Planung

SYRIA

Telecommunication: Embassy Facilities

*Agreement effected by exchange of notes
Dated at Washington November 13, 1974 and May 15, 1975;
Entered into force May 15, 1975.*

*The Department of State to the Pakistani Embassy, Syrian Interests
Section*

The Department of State refers to note DS-14 5/74 dated May 14, 1974^[1] from the Embassy of Pakistan, Syrian Interests Section, requesting permission to install and operate a radio transmitter in the Syrian Interests Section in Washington and also to the Department's note of June 6, 1974^[1] in response.

United States intra-governmental procedural formalities referred to in the Department's note of June 6, have been completed. Accordingly, it is suggested it now be agreed that the Government of Syria may install and operate a low-power radio station in the fixed service at or near the site of its Embassy in Washington for the transmission of its official messages to points outside the United States; and that the Government of the United States may operate a low-power radio station in the fixed service at or near the site of its own Embassy in Syria, for the transmission of its official messages to points outside Syria.

The Department of State is also pleased to furnish the Embassy the enclosed information sheet, which describes technical data requirements which will be needed to be submitted prior to issuance of the necessary authorization for the operation of a radio transmitter.

The Department of State will consider the present note and the Embassy's reply concurring therein as constituting an agreement in principle between the two governments, which will enter into force on the date of the reply note.

Enclosure:
Information Sheet

DEPARTMENT OF STATE
WASHINGTON, November 13, 1974

¹ Not printed.

Technical Considerations and Information Associated With Establishment of Embassy Radio Facilities in Washington

The operation of radio transmitting facilities by Embassies in Washington is expected to create a number of technical problems. These are:

1. Radio interference, due to multiplicity of usages assigned the same frequency. A critical shortage of frequencies exists within the United States. All frequencies are presently assigned, usually for several different purposes. Therefore, future frequency assignments may be on a shared basis with existing assignments. With this situation, it is inevitable that some radio interference among the users will be experienced.
2. Mutual interference between Embassy radio facilities. This interference is expected despite actual differences in frequency assignments to the various Embassy facilities. The cause is related to the close proximity of the Embassies, and the lack of shielding between antennae.
3. Complaints from the citizens living in the area of interference to TV and/or radio reception. This problem stems from the proximity of the public and the Embassy transmitting facility, and the spurious and harmonic emissions frequently associated with radio transmitters. This problem will be magnified as additional Embassies begin operating their radio transmitter, or if any improperly adjusted or poorly designed transmitters or systems are employed. Normally, the magnitude of the problem is related to the radiated power of the transmitter.

The Government of the United States seeks the active cooperation of all Embassies in adopting measures designed to minimize the above anticipated problems. Implementation of the following suggestion, where compatible with operating necessity, will be mutually beneficial to the Embassies with radio facilities:

1. In the submission of the technical proposal, specify the periods of the day it is desired to operate the transmitter, e.g., 1 hour between 8:00–12:00 a.m. and 1 hour between 4:00–7:00 p.m. This will facilitate selection of frequencies most likely to propagate at the time desired. It also will permit time sharing of the frequencies, i.e., the use of these frequencies at other times by other users of the spectrum.
2. Reduce desired hours of operation to a minimum thereby increasing frequency sharing possibilities as well as reducing potential interference problems.
3. Use a narrow band width transmission system, i.e., continuous wave (CW) instead of radio teletype. Frequencies for CW are more readily obtainable. Moreover, CW will provide more reliable communications than radio teletype. Only CW and/or Radio Teletype transmission is authorized.
4. When operating, reduce the transmitter power to that necessary to maintain reliable communications.

5. Utilize high quality transmitter and antenna components and ensure system is designed and installed to the high standards required by the circumstances.

The Government of the United States respectfully requests that the radio facilities of the Embassy be operated in strict conformity with the Radio Regulations of the International Telecommunications Union. The Government of the United States will register the frequencies usage with the ITU. To facilitate this registration; as well as to provide the technical data which must be considered prior to issuance of a license, it is requested the following information be included in the technical proposal of the Embassy:

1. Proposed frequencies. In lieu of proposing the assignment of specific frequencies, the Embassy is encouraged to specify desired frequency bands, leaving the selection of specific frequencies to frequency engineers of the U.S. The frequencies must be in the bands authorized by the ITU for the Fixed Service.
2. Class of Station. Fixed.
3. Emission (Bandwidth and type).
4. Transmitter location.
5. Receiver Point(s).
6. Mean power of transmitter to antenna.
7. Type of antenna.
8. Hours of operation (From To , From
To).

The Government of the United States will assign the call sign to be used by the Embassy in Washington.

The Zoning Administrator of the District of Columbia has informed the Department of State that a building permit is not required for the erection of antennas if they are mounted on the roof of the Embassy/Chancery, and provided the antenna is mounted on a pole or mast which does not exceed 20 feet in length. The height of the Embassy/Chancery is not pertinent. If the antenna is mounted in any other manner, a building permit from the District of Columbia will be required. Under District of Columbia Zoning regulations, a building permit would be required for an antenna supporting structure. If it is less than 40 feet in height a permit may be obtained from the Zoning Administrator. If the supporting structure is over 40 feet, a variance in the Zoning Regulations must be sought from the District of Columbia Board of Zoning Adjustment. Mr. Hampton Davis, Room 1044—State Department, telephone 632-7984, will assist, if desired, in making arrangements with the District of Columbia authorities. Also, inquiries concerning these matters may be made in 127, District Building, 14th and E Streets, N.W., or by telephone to the Zoning Division, NA9-4042.

Upon approval by the U.S. Government of the technical details submitted by the Embassy, authorization to operate the radio facility will be granted. At that time the Department of State will desire to

be notified of the Embassy transmitter activation date. Further, it will be desired that an Embassy point of contact be designated in order that any resulting interference may be cleared immediately. The Embassy will be furnished a point of contact within the Department where it may report cases of interference to its operations.

The Syrian Embassy to the Department of State

EMBASSY OF THE SYRIAN ARAB REPUBLIC
600 NEW HAMPSHIRE AVE., N.W.
SUITE 1120
WASHINGTON, D.C. 20037

DS-48

MAY 15, 1975

The Embassy of the Syrian Arab Republic presents its compliments to the Department of State and in reference to the Department's note dated November 13, 1974 which was forwarded to the Embassy of Pakistan, Syrian Interests Section concerning the installation and operation of a radio transmitter in the Syrian Embassy in Washington, the Embassy has the honor to inform the Department of State that the Syrian Government has agreed that the United States of America Government may operate a low-power radio station in the fixed service of its embassy in Damascus for the transmission of its official messages to points outside the Syrian Arab Republic, and that the Government of the Syrian Arab Republic may install and operate a low-power radio station in the fixed service at or near the site of its embassy in the United States for the transmission of its official messages to points outside the United States.

The Syrian Embassy is also sending back the information sheet, after being filled with the technical data requirements.

The Embassy of the Syrian Arab Republic avails itself of this opportunity to renew to the Department of State the assurances of its highest consideration.

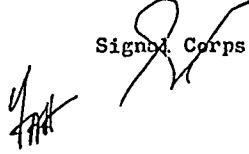
DEPARTMENT OF STATE
PROTOCOL OFFICE
Washington, D.C.



Answers to queries raised by the U.S. state Dept. in connection with the installation of radio station in the syrian embassy in Washington D.C.

1. Proposed frequency band: 15-16 MHZ, Day time
9-10 MHZ, Night time
2. Class of Station: Fixed
3. Emission: F1 (Radio Telytype)
4. Transmitter & Receiver Location: Syrian embassy in Washington D.C.
5. Mean power of transmitter to antenna: 1KW(PEP), or 500 WATTS average
6. Type Of Antenna:
 - Log Periodic
 - Frequency range: 6-30 MHZ
 - Gain: 11db
 - Height: 20 ft
7. Hours of Operation: 9-10 AM, GMT
8-9 PM GMT

NB: If the requested time of operation is not suitable for the state dept. we are here to beg the state dept. to assign another time which should be suitable.



Signal Corps

NIGERIA

Telecommunication: Embassy Facilities

*Agreement effected by exchange of notes
Dated at Washington November 19 and 22, 1974 and June 4, 1975;
Entered into force June 4, 1975.*

The Nigerian Embassy to the Department of State

The Embassy of the Federal Republic of Nigeria presents its compliments to the Department of State and has the honour to inform them of the arrival in Washington on Monday 18th November, 1974, of 4-man delegation from Nigeria led by Mr. E. O. Fowora of the Ministry of External Affairs for purposes of discussing and finalising with the appropriate authorities of the United States Government, detailed programme in respect of the proposed installation of radio links between Ministry of External Affairs in Lagos and Nigerian Embassy in Washington, D.C.

To this end, it would be gratefully appreciated if the Department of State would kindly contact the appropriate agency, and make suitable arrangement for a meeting between members of the Nigerian delegation and the appropriate United States officials.

The Embassy of the Federal Republic of Nigeria avails itself of this opportunity to renew to the Department of State the assurances of its highest consideration.



WASHINGTON, D.C., November 19, 1974

The Nigerian Embassy to the Department of State

The Embassy of the Federal Republic of Nigeria presents its compliments to the Department of State of the United States of America and has the honour to refer to the Embassy's Note dated

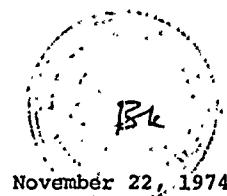
19th November, 1974, concerning the application for grant of radio transmitting facilities, and to give hereunder, the technical details required by the United States authorities:

- (i) Proposed Operating Frequencies: 9-25 MHz. United States Government to allocate suitable frequencies within this band.
- (ii) Class of Station: Fixed.
- (iii) Emission: F1 (Frequency Shift Keying with a bandwidth of 1.3KHz ± 650Hz).
- (iv) Transmitter Location: Chancery, Embassy of the Federal Republic of Nigeria, 2201 M St., N.W., Washington, D.C.
- (v) Receiver Point: Ministry of External Affairs, Lagos, Nigeria.
- (vi) Meanpower of Transmitter to Antenna: 500W (1KWp.e.p.).
- (vii) (a) Type of Antenna: Log Periodic (7.5 — 30MHz and 8.2 — 12dB gain).
(b) Height of Antenna: 40 feet above roof floor.
- (viii) Hours of Operation: 24 hours.
- (ix) Call Sign: To be assigned by the Government of the United States.

The Embassy hopes that this information is adequate and will be grateful if the United States authorities will grant the required licence as soon as possible.

The Embassy of the Federal Republic of Nigeria avails itself of this opportunity to renew to the Department of State of the United States of America the assurances of its highest consideration.

WASHINGTON, D.C.



The Department of State to the Nigerian Embassy

The Department of State refers to the note dated November 22, 1974 from the Embassy of Nigeria containing the technical specifications of the radio station to be installed and operated in the Embassy in Washington, D.C.

The processing of the technical specifications has been completed and the Department of State is pleased to inform the Embassy that the operation of the radio transmitter by the Embassy of Nigeria is authorized provided the installation of the radio transmitter and antenna is in accordance with applicable regulations of the District

of Columbia, and that it is operated in accordance with the International Telecommunications Convention currently in effect, as well as the International Radio and Telegraph Regulations annexed thereto and with the conditions set forth in this note. Particular attention must be given to operating on the authorized frequencies within the frequency tolerances specified by International Radio and Telegraph Regulations.

CALL SIGN:	KNY 36
FREQUENCIES:	8135.0 kHz 11166.0 kHz 19210.0 kHz
CLASS OF STATION:	Fixed (FX)
TRANSMITTER LOCATION:	Embassy of Nigeria Washington, D.C. 38° 54' 20" N 77° 02' 58" W
POINT OF CONTACT:	Lagos, Nigeria
EMISSION BANDWIDTH AND TYPE:	0.1A1 and 1.30F1
MEAN ANTENNA POWER:	1 KW
ANTENNA:	Horizontal Log
HOURS OF OPERATION:	Periodic 24 hours (continuous)

The authorization for operation as specified above comes into full force and effect upon receipt of notification that the frequencies are ready to be brought into use. The operation of the radio transmitter is subject to adjustment, including termination, in the event of harmful interference to other authorized operations having the right to protection.

In recognition of the technical problems of radio wave propagation and interference from other radio emitters which at times interrupt normal radio communications, the Government of the United States has authorized the formation of a frequency pool which may be used by any of the diplomatic missions authorized to operate a radio facility in Washington. The authorization is in addition to the three specific frequencies assigned to the Embassy on a non-shared basis. Since these pool frequencies are to be shared among a number of diplomatic missions, the following procedures are placed in effect to govern their effective use.

When one of the pool frequencies is required for use, in lieu of the frequencies specifically assigned, a request must be initiated by telephone, to the Department of State, Communications Center Officer, Telephone 632-1641. The request should include a statement that the regularly assigned Embassy frequencies will not support the required communications and that the Embassy wishes to use pool frequency _____ kHz for approximately _____ minutes or hours. The name and the telephone number of the requestor should also be furnished. Upon completion of use of the frequency, the Embassy should inform the Communications Center Officer by telephone, so that the frequency may be made available for use by another diplomatic mission, if required. It would be appreciated if, at the same time, a report would be provided relative to the effectiveness of the pool frequency on the desired radio path. From such

reports it will be possible to determine if the pool frequencies are satisfactory or whether replacements should be sought.

The pool frequencies available for use of the Embassy of Nigeria under the above conditions are: 6928 kHz, 10640 kHz, 13626 kHz, 15519 kHz, 17570 kHz, 19146 kHz, 21764 kHz and 23995 kHz.

The above pool frequencies are available for use at any time during the day or night and are to be used in conjunction with the same technical parameters of power, emission, bandwidth, call sign, et cetera, as are applicable to the use of the specific frequencies authorized herein.

The Embassy of Nigeria is requested to notify the Department of State of the activation date of the transmitter, and the Government of the United States will consider the present note and the reply concurring therein [1] as constituting a further agreement between the two governments governing the operation of the radio transmitter at the Embassy of Nigeria.

DEPARTMENT OF STATE,
WASHINGTON, June 4, 1975

¹ Though no reply note has been received, both governments consider that an agreement authorizing operation of the radio transmitter is in full force and effect.

MULTILATERAL

Inter-American Convention on Granting of Political Rights to Women

*Convention signed at Bogotá May 2, 1948;
Ratification advised by the Senate of the United States of America
January 22, 1976;
Ratified by the President of the United States of America March 22,
1976;
Ratification of the United States of America deposited with the
General Secretariat of the Organization of American States
May 24, 1976;
Proclaimed by the President of the United States of America
August 30, 1976;
Entered into force with respect to the United States of America
May 24, 1976.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Inter-American Convention on the Granting of Political Rights to Women was signed at Bogota on May 2, 1948, a certified copy of which Convention, in the English, French, Portuguese and Spanish languages, is hereto annexed;

The Senate of the United States of America by its resolution of January 22, 1976, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention;

On March 22, 1976, the President of the United States of America ratified the Convention, in pursuance of the advice and consent of the Senate;

The United States of America deposited its instrument of ratification on May 24, 1976, in accordance with the provisions of Article 2 of the Convention;

The Convention entered into force for the United States of America on May 24, 1976;

Now, THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Convention, to the end that it shall be observed and fulfilled with good faith on and

after May 24, 1976, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this thirtieth day of August in the year of our Lord one thousand nine hundred seventy-six and of the [SEAL] Independence of the United States of America the two hundred first.

GERALD R. FORD

By the President:

HENRY A. KISSINGER
Secretary of State

CONVENCIÓN INTERAMERICANA SOBRE CONCESIÓN DE
LOS DERECHOS POLÍTICOS A LA MUJER

LOS GOBIERNOS REPRESENTADOS EN LA Novena CONFERENCIA
INTERNACIONAL AMERICANA,

CONSIDERANDO:

Que la mayoría de las Repúblicas Americanas, inspirada en elevados principios de justicia, ha concedido los derechos políticos a la mujer;

Que ha sido una aspiración reiterada de la comunidad americana equilibrar a hombres y mujeres en el goce y ejercicio de los derechos políticos;

Que la Resolución XX de la VIII Conferencia Internacional Americana expresamente declara:

"Que la mujer tiene derecho a igual trámite político que el hombre";

Que la Mujer de América, mucho antes de reclamar sus derechos, ha sabido cumplir noblemente todas sus responsabilidades como compañera del hombre;

Que el principio de igualdad de derechos humanos de hombres y mujeres está contenido en la Carta de las Naciones Unidas;

HAN RESUELTO:

Autorizar a sus respectivos Representantes, cuyos Plenos Poderes han sido encontrados en buena y debida forma, para suscribir los siguientes artículos:

ARTÍCULO 1. Las Altas Partes Contratantes convienen en que el derecho al voto y a ser elegido para un cargo nacional no deberá negarse o restringirse por razones de sexo.

ARTÍCULO 2. La presente Convención queda abierta a la firma de los Estados Americanos y será ratificada de conformidad con sus respectivos procedimientos constitucionales. El instrumento original, cuyos textos en español, francés, inglés y portugués son igualmente auténticos, será depositado en la Secretaría General de la Organización de los Estados Americanos, la cual enviará copias certificadas a los Gobiernos para los fines de su ratificación. Los instrumentos de ratificación serán depositados en la Secretaría General de la Organización de los Estados Americanos y ésta notificará dicho depósito a los Gobiernos signatarios. Tal notificación valdrá como canje de ratificaciones.

RESERVAS

Reserva de la Delegación de Honduras.

La delegación de Honduras hace reserva en lo relativo a la concesión de derechos políticos a la mujer, en virtud de que la Constitución política de su país otorga los atributos de la ciudadanía únicamente a los varones.

Declaración de la Delegación de México.

La Delegación Mexicana declara, expresando su aprecio por el espíritu que inspira la presente Convención, que se abstiene de suscribirla en virtud de que, de acuerdo con el artículo segundo, queda abierta a la firma de los Estados Americanos. El Gobierno de México se reserva el derecho de adherirse a la Convención cuando, tomando en cuenta las disposiciones constitucionales vigentes en México, considere oportuno hacerlo.

INTER-AMERICAN CONVENTION ON THE GRANTING OF POLITICAL RIGHTS TO WOMEN

THE GOVERNMENTS REPRESENTED AT THE NINTH INTERNATIONAL CONFERENCE OF AMERICAN STATES,
CONSIDERING:

That the majority of the American Republics, inspired by lofty principles of justice, have granted political rights to women;

That it has been a constant aspiration of the American community of nations to equalize the status of men and women in the enjoyment and exercise of political rights;

That Resolution XX of the Eighth International Conference of American States expressly declares:

"That women have the right to political treatment on the basis of equality with men";

That long before the women of America demanded their rights they were able to carry out nobly all their responsibilities side by side with men;

That the principle of equality of human rights for men and women is contained in the Charter of the United Nations,^[1]

HAVE RESOLVED:

To authorize their respective Representatives, whose Full Powers have been found to be in good and due form, to sign the following articles:

ARTICLE 1. The High Contracting Parties agree that the right to vote and to be elected to national office shall not be denied or abridged by reason of sex.

ARTICLE 2. The present Convention shall be open for signature by the American States and shall be ratified in accordance with their respective constitutional procedures. The original instrument, the English, French, Portuguese and Spanish texts of which are equally authentic, shall be deposited with the General Secretariat of the Organization of American States, which shall transmit certified copies to the Governments for the purpose of ratification. The instruments of ratification shall be deposited with the General Secretariat of the Organization of American States, which shall notify the signatory Governments of the said deposit. Such notification shall serve as an exchange of ratifications.

RESERVATIONS

Reservation of the Delegation of Honduras.

The Delegation of Honduras makes a reservation with respect to the granting of political rights to women, in view of the fact that the political Constitution of its country grants the prerogatives of citizenship to men only.

Declaration of the Delegation of Mexico.

The Mexican Delegation, in expressing its appreciation of the spirit that inspires the present Convention, declares that it abstains from signing it inasmuch as, according to Article 2, the Convention is open to signature by the American States. The Government of Mexico reserves the right to adhere to the Convention when, taking into consideration existing constitutional provisions of Mexico, it considers such adherence appropriate.

¹ 59 Stat. 1031.

CONVENÇÃO INTERAMERICANA SÔBRE A CONCESSÃO DOS DIREITOS POLÍTICOS À MULHER

Os GOVERNOS REPRESENTADOS NA IX CONFERÊNCIA INTERNACIONAL AMERICANA,
CONSIDERANDO:

Que a maioria das Repúblicas Americanas, inspirada em elevados princípios de justiça, tem concedido os direitos políticos à mulher;

Que tem sido uma aspiração reiterada da comunidade americana equiparar homens e mulheres no gozo e exercício dos direitos políticos;

Que a Resolução XX da VIII Conferência Internacional Americana expressamente declara:

"Que a mulher tem direito a tratamento político igual ao do homem";

Que a mulher da América, muito antes de reclamar os seus direitos, tinha sabido cumprir nobremente as suas responsabilidades como companheira do homem;

Que o princípio da igualdade de direitos humanos entre homens e mulheres está contido na Carta das Nações Unidas;

RESOLVERAM:

Autorizar os seus respectivos Representantes, cujos plenos poderes se verificaram estar em boa e devida forma, para assinar os seguintes artigos:

ARTIGO 1. As Altas Partes Contratantes convêm em que o direito ao voto e à eleição para um cargo nacional não deverá negar-se ou restringir-se por motivo de sexo.

ARTIGO 2. A presente Convenção fica aberta à assinatura dos Estados Americanos e será ratificada de conformidade com seus respectivos processos constitucionais. O instrumento original, cujos textos em espanhol, francês, inglês e português são igualmente autênticos, será depositado na Secretaria Geral da Organização dos Estados Americanos, a qual enviará cópias autenticadas aos Governos para os fins de sua ratificação. Os instrumentos de ratificação serão depositados na Secretaria Geral da Organização dos Estados Americanos, que notificará do referido depósito os Governos signatários. Tal notificação terá o valor de troca de ratificações.

RESERVAS

Reserva da Delegação de Honduras.

A Delegação de Honduras faz reserva no que se refere à concessão de direitos políticos à mulher, em virtude de que a Constituição política do seu país outorga os atributos de cidadania únicamente aos homens.

Declaração de Delegação do México.

A Delegação Mexicana declara, expressando o seu apreço pelo espírito que inspira a presente Convenção, que se abstém de assiná-la em virtude de que, de acordo com o artigo segundo, fica aberta à assinatura dos Estados Americanos. O Governo do México reserva-se o direito de aderir à Convenção quando, tomando em conta as disposições constitucionais em vigor no México, considere oportuno fazê-lo

CONVENTION INTERAMÉRICAINE SUR LA CONCESSION DES DROITS POLITIQUES A LA FEMME

LES GOUVERNEMENTS REPRÉSENTES A LA NEUVIÈME CONFÉRENCE INTERNATIONALE AMÉRICAINE,

CONSIDERANT:

Que la majorité des Républiques Américaines, inspirée par les principes élevés de justice, a accordé à la femme le privilège des droits politiques;

Que ce fut le désir réitéré de la communauté américaine d'accorder aux hommes et aux femmes l'égalité dans la jouissance et l'exercice des droits politiques;

Que la Résolution XX de la VIIIème Conférence Internationale Américaine stipule expressément:

"Que la femme a droit au même traitement politique que l'homme";

Que la femme d'Amérique, bien avant de revendiquer ses droits, a su remplir noblement toutes ses responsabilités en tant que compagne de l'homme;

Que le principe d'égalité des droits humains de l'homme et de la femme est consigné dans la Charte des Nations Unies;

ONT RESOLU:

d'Autoriser leurs Représentants respectifs, dont les Pleins Pouvoirs ont été trouvés en bonne et due forme, à souscrire aux articles suivants:

ARTICLE 1. Les Hautes Parties Contractantes, conviennent que le droit de vote et celui d'éligibilité à une fonction nationale ne devra pas être refusé ou limité pour des raisons de sexe.

ARTICLE 2. La présente Convention est ouverte à la signature des Etats Américains et sera ratifiée conformément à leurs procédures constitutionnelles respectives. L'instrument original, dont les textes en anglais, en espagnol, en français et en portugais sont également authentiques, sera déposé au Secrétariat Général de l'Organisation des Etats Américains, laquelle enverra aux Gouvernements des copies certifiées conformes aux fins de ratification. Les instruments de ratification seront déposés au Secrétariat général de l'Organisation des Etats Américains qui en notifiera le dépôt aux Gouvernements signataires. Cette notification tiendra lieu d'échange de ratifications.

RESERVES

Réserve de la Délégation du Honduras.

La Délégation du Honduras fait une réserve au sujet du privilège des droits politiques de la femme, en vertu de ce que la Constitution politique de son pays ne reconnaît le droit de cité qu'aux citoyens mâles.

Déclaration de la Délégation du Mexique.

La Délégation du Mexique déclare que, tout en reconnaissant la valeur de l'esprit qui préside à la présente Convention, elle s'abstient d'y souscrire en vertu des dispositions de l'article deuxième qui laisse la Convention ouverte à la signature des Etats Américains. Le Gouvernement du Mexique se réserve le droit d'adhérer à la Convention lorsque, compte tenu des dispositions constitutionnelles en vigueur au Mexique, il jugera opportun de le faire.

POR GUATEMALA:

FOR GUATEMALA:

PELA GUATEMALA:

POUR LE GUATÉMALA:

L. CARDENAS Y ARAGÓN

VIRGILIO RODRÍGUEZ BETETA

J. L. MENDOZA

M. NORIEGA M.

2 de mayo de 1948

POR CHILE:

FOR CHILE:

PELO CHILE:

POUR LE CHILI:

JULIO BARRENECHEA

2 de mayo de 1948

POR URUGUAY:

FOR URUGUAY:

PELO URUGUAI:

POUR L'URUGUAY:

DARDO REGULES

NILO BERCHESI

BLANCA MIERES DE BOTTO

ARIOSTO D. GONZÁLEZ

GEN. PEDRO SICCO

R. PÍRIZ COELHO

2 de mayo de 1948

POR CUBA:

FOR CUBA:

POR CUBA:

POUR CUBA:

ERNESTO DIIGO

CARLOS TABERNILLA

E. PANDO .

2 de mayo de 1948

POR LOS ESTADOS UNIDOS DE AMÉRICA:
FOR THE UNITED STATES OF AMERICA:
PELOS ESTADOS UNIDOS DA AMÉRICA:
POUR LES ÉTATS UNIS D'AMÉRIQUE:

NORMAN ARMOUR
WILLARD L. BEAULAC
WILLIAM D. PAWLEY.
WALTER J. DONNELLY
PAUL C. DANIELS

2 de mayo de 1948

POR LA REPÚBLICA DOMINICANA:
FOR THE DOMINICAN REPUBLIC:
PELA REPÚBLICA DOMINICANA:
POUR LA RÉPUBLIQUE DOMINICAINE:

ARTURO DESPRADEL
TEMÍSTOCLES MESSINA
MINERVA BERNARDINO
JOAQUÍN BALAGUER
E. RODRÍGUEZ DEMORIZI
HÉCTOR INCHÁUSTEGUI C.

2 de mayo de 1948

POR PERÚ:
FOR PERU:
PELO PERU:
POUR LE PÉROU:

A. REVOREDO I.
LUIS FERNÁN CISNEROS

2 de mayo de 1948

POR PANAMÁ:
FOR PANAMA:
PELO PANAMÁ:
POUR PANAMA:

MARIO DE DIEGO
ROBERTO JIMÉNEZ
EDUARDO A. CHIARI

2 de mayo de 1948

POR COSTA RICA:
FOR COSTA RICA:
POR COSTA RICA:
POUR COSTA-RICA:

EMILIO VALVERDE
ROLANDO BLANCO
JOSÉ MIRANDA

2 de mayo de 1948

POR ECUADOR:
FOR ECUADOR:
PELO EQUADOR:
POUR L'EQUATEUR:

A. PARRA V.
HOMERO VITERI L.
P. JARAMILLO A.
H. GARCÍA O.

2 de mayo de 1948

POR BRASIL:
FOR BRAZIL:
PELO BRASIL:
POUR LE BRÉSIL:

JOÃO NEVES DA FONTOURA
A. CAMILLO DE OLIVEIRA
ELMANO GOMES CARDIM
ARTHUR FERREIRA DOS SANTOS
GABRIEL DE R. PASSOS
JORGE FELIPPE KAFURI
SALVADOR CÉSAR OBINO

2 de mayo de 1948

POR VENEZUELA:
FOR VENEZUELA:
PELA VENEZUELA:
POUR VÉNÉZUÉLA:

MARIANO PICÓN SALAS

2 de mayo de 1948

POR LA REPÚBLICA ARGENTINA:
FOR THE ARGENTINE REPUBLIC:
PELA REPÚBLICA ARGENTINA:
POUR LA RÉPUBLIQUE ARGENTINE:

PEDRO JUAN VIGNALE

2 de mayo de 1948

POR COLOMBIA:
FOR COLOMBIA:
PELA COLOMBIA:
POUR LA COLOMBIE:

CARLOS LOZANO Y LOZANO
DOMINGO ESGUERRA
JORGE SOTO DEL CORRAL

2 de mayo de 1948

I hereby certify that the foregoing document is a true and faithful copy of the authentic texts in English, French, Portuguese and Spanish, of the Inter-American Convention on the Granting of Political Rights to Women, signed at the Ninth International Conference of American States, held at Bogotá, Colombia, from March 30 to May 2, 1948, and that these texts have been duly examined for purposes of coordination by the Special Commission appointed to that end by the Council of the Organization of American States.

WASHINGTON, D.C., September 30, 1948

WILLIAM MANGER
William Manger
*Secretary of the Council
of the Organization of American States*

