United States Treaties and Other International Agreements

VOLUME 22

IN TWO PARTS

Part 1

1971

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

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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."

U.S. GOVERNMENT PRINTING OFFICE
WASHINGTON : 1972

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402 - Price $10 (Buckram)
Stock Number 4400-1414

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NEW ZEALAND

Extradition

Treaty signed at Washington January 12, 1970;
Ratification advised by the Senate of the United States of America May 27, 1970;
Ratified by the President of the United States of America June 24, 1970;
Ratified by New Zealand December 8, 1970;
Ratifications exchanged at Wellington December 8, 1970;
Proclaimed by the President of the United States of America March 10, 1971;
Entered into force December 8, 1970.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty on Extradition between the United States of America and New Zealand was signed at Washington on January 12, 1970, the original of which Treaty is word for word as follows

TREATY ON EXTRADITION BETWEEN THE UNITED STATES OF AMERICA AND NEW ZEALAND

The United States of America and New Zealand, desiring to make more effective the cooperation of the two countries for the reciprocal extradition of offenders, agree as follows

ARTICLE I

Each Contracting Party agrees to extradite to the other, in the circumstances and subject to the conditions described in this Treaty, persons found in its territory who have been charged with or convicted of any of the offenses mentioned in Article II of this Treaty committed within the territory of the other.

ARTICLE II

Extradition shall be granted, in accordance with the provisions of this Agreement, in respect of the following offenses:

1. Murder; attempted murder, comprehending the crime designated under law in the United States as assault with intent to commit murder.
2. Manslaughter.
3. Aggravated wounding, injuring or assault; wounding or injuring with intent to cause grievous bodily harm.
4. Unlawful throwing or application of any corrosive or injurious substances.
5. Rape; indecent assault; sodomy.
6. Abortion.
7. Unlawful sexual acts with or upon children under the age specified by the laws of both the requesting and requested parties.
8. Procuring sexual intercourse.
9. Willful abandonment of a minor under the age of six years when the life of that minor is or is likely to be injured or endangered.
10. Bigamy.
11. Kidnapping; child stealing; abduction.
12. Robbery; assault with intent to rob.
13. Burglary; housebreaking or shopbreaking.
14. Larceny.
15. Embezzlement.
16. Obtaining property, money or valuable securities by false pretenses or by conspiracy to defraud the public or any person by deceit or falsehood or other fraudulent means, whether such deceit or falsehood or any fraudulent means would or would not amount to a false pretense.
17. Bribery, including soliciting, offering and accepting.
18. Extortion.
19. Receiving and transporting any money, valuable securities or other property knowing the same to have been unlawfully obtained.
20. Fraud by promoter, director, manager or officer of any company, existing or not.
21. Forgery, comprehending the crimes designated under law in the United States as the forgery or false making of private or public obligations and official documents or public records of the government or public authority or the uttering or fraudulent use of the same; uttering what is forged.
22. The making or the utterance, circulation or fraudulent use of of counterfeit money or counterfeit seals and stamps of the government or public authority.

23. Knowingly and without lawful authority, making or having in possession any instrument, tool, or machine adopted and intended for the counterfeiting of money, whether coin or paper.
24. Perjury; subornation of perjury.
25. False swearing.
26. Arson and damage to property, utilities, or means of transportation or communication by fire or explosive.
27. Any malicious act done with intent to cause danger to property or endanger the safety of any person in connection with any means of transportation.
28. Piracy, by statute or by law of nations; mutiny or revolt on board an aircraft or vessel against the authority of the captain or commander of such aircraft or vessel; any seizure or exercise of control, by force or violence or threat of force or violence, of an aircraft or vessel.
29. Malicious injury to property, comprehending willful damage to property under New Zealand law.
30. Offenses against the bankruptcy laws which are punishable by more than three months' imprisonment.
31. Offenses against the laws relating to the importation, exportation, supply, or possession of narcotics including dangerous drugs; abetting offense against corresponding law in another country.
32. Unlawful obstruction of justice through bribery of judicial officers; corruption and bribery of heads of government departments or members of the Congress in the United States, or Ministers of the Crown or members of Parliament in New Zealand; corruption and bribery of law enforcement officers or government officials; fabrication of evidence; conspiracy to bring false accusation; corrupting juries and witnesses by threats, bribes, or other corrupt means.

Extradition shall also be granted for attempts to commit, conspiring to commit, or participation in, or inciting, counseling, or attempting to procure any person to commit, or being an accessory after the fact to, any of the offenses mentioned in this Article.

Extradition shall also be granted for any offense of which one of the above listed offenses is the substantial element, when, for purposes of granting jurisdiction to the United States Government, transporting or transportation is also an element of the specific offense.

Article III

A reference in this Treaty to the territory of a Contracting Party is a reference to all the territory falling under the jurisdiction of that Contracting Party, including territorial waters, and the airspace there-

over belonging to or under the control of one of the Contracting Parties, and vessels and aircraft belonging to one of the Contracting Parties or to a citizen or corporation thereof when such vessel is on the high seas or such aircraft is over the high seas. In relation to New Zealand, the term "territory" shall include the Cook Islands and Niue.

ARTICLE IV

Extradition shall be granted only if the evidence be found sufficient, according to the laws of the place where the person sought shall be found, either to justify his committal for trial if the offense of which he is accused had been committed in that place or to prove that he is the person convicted by the courts of the requesting Party.

ARTICLE V

Neither of the Contracting Parties shall be bound to deliver up its own citizens under this Treaty, but the executive authority of each shall have the power to deliver them up, if, in its discretion, it be deemed proper to do so.

ARTICLE VI

Extradition shall not be granted in any of the following circumstances:

1. When the person whose surrender is sought is being proceeded against or has been tried and discharged or punished or is otherwise lawfully detained in consequence of such acquittal or conviction in the territory of the requested Party for the offense for which his extradition is requested.

2. When the person whose surrender is sought has been tried and acquitted or has undergone his punishment in a third State for the offense for which his extradition is requested.

3. When the prosecution or the enforcement of the penalty for the offense has become barred by lapse of time according to the laws of the requesting Party or would be barred by lapse of time according to the laws of the requested Party had the offense been committed in its territory.

4. If the offense for which his extradition is requested is of a political character, or if he proves that the requisition for his surrender has in fact been made with a view to try or punish him for an offense of a political character. If any question arises as to whether a case comes within the provisions of this paragraph, it shall be determined according to the laws of the requested Party.

ARTICLE VII

When the offense for which the extradition is requested is punishable by death under the laws of the requesting Party and the laws of the requested Party do not permit such punishment for that offense,

extradition may be refused unless the requesting Party provides such assurances as the requested Party considers sufficient that the death penalty shall not be imposed, or, if imposed, shall not be executed.

Article VIII

When the person whose extradition is requested is being proceeded against or is serving a sentence or is otherwise lawfully detained in the territory of the requested Party for an offense other than that for which extradition has been requested, his surrender may be deferred until the conclusion of the proceedings and the full execution of any punishment he may be or may have been awarded.

When the person whose extradition is requested was previously surrendered by a third State for prosecution or execution of sentence no action shall be taken pursuant to such request until such time has elapsed as is required by any treaty with that third State or until he has had an opportunity of leaving the territory of the requested Party.

Article IX

The determination that extradition based upon the request therefor should or should not be granted shall be made in accordance with the laws of the requested Party and the person whose extradition is sought shall have the right to use such remedies and recourses as are provided by such law.

Article X

The request for extradition shall be made through the diplomatic channel.

The request shall be accompanied by a description of the person sought, a statement of the facts of the case, the text of the applicable laws of the requesting Party including the law defining the offense, the law prescribing the punishment for the offense, and the law relating to the limitation of the legal proceedings.

When the request relates to a person who has not yet been convicted, it must also be accompanied by a warrant of arrest issued by a judge or other judicial officer of the requesting Party and by such evidence as, according to the laws of the requested Party, would justify his arrest and committal for trial if the offense had been committed there, including evidence proving the person requested is the person to whom the warrant of arrest refers.

When the request relates to a person already convicted, it must be accompanied by the judgment of conviction and sentence passed against him in the territory of the requesting Party, by a statement showing how much of the sentence has not been served, and by evidence proving that the person requested is the person to whom the sentence refers.

The warrant of arrest and deposition or other evidence, given under oath, and the judicial documents establishing the existence of

the conviction, or certified copies of these documents, shall be admitted in evidence in the examination of the request for extradition when, in the case of a request emanating from New Zealand they bear the signature or are accompanied by the attestation of a judge, magistrate or other official or are authenticated by the certificate of the Attorney General or Solicitor General and, in any case, are certified by the principal diplomatic or consular officer of the United States in New Zealand, or when, in the case of a request emanating from the United States, in the case of a warrant it is signed and in the case of other documents they are certified by a judge, magistrate or official of the United States, and, in every case, they are sealed by the official seal of the Department of State.

Article XI

In case of urgency a Contracting Party may apply for the provisional arrest of the person sought pending the presentation of the request for extradition through the diplomatic channel. The application shall contain a description of the person sought, an indication of intention to request the extradition of the person sought and a statement of the existence of a warrant of arrest or a judgment of conviction against that person, and such further information, if any, as would be necessary to justify the issue of a warrant of arrest had the offense been committed, or the person sought been convicted, in the territory of the requested Party.

On receipt of such an application the requested Party shall take the necessary steps to secure the arrest of the person claimed.

A person arrested upon such an application shall be set at liberty upon the expiration of 45 days from the date of his arrest if a request for his extradition accompanied by the documents specified in Article X shall not have been received. However, this stipulation shall not prevent the institution of proceedings with a view to extraditing the person sought if the request is subsequently received.

Article XII

If the requested Party requires additional evidence or information to enable it to decide on the request for extradition, such evidence or information shall be submitted to it within such time as that Party shall require.

If the person sought is under arrest and the additional evidence or information submitted as aforesaid is not sufficient or if such evidence or information is not received within the period specified by the requested Party, he shall be discharged from custody. However, such discharge shall not bar the requesting Party from submitting another request in respect of the same offense.

ARTICLE XIII

A person extradited under the present Treaty shall not be detained, tried or punished in the territory of the requesting Party for any offense other than an extraditable offense disclosed by the facts on which his surrender was granted nor be extradited or surrendered under an analogous procedure by that Party to a third State unless:

1. He has left the territory of the requesting Party after his extradition and has voluntarily returned to it; or
2. He has not left the territory of the requesting Party within 60 days after being free to do so.

These stipulations shall not apply to offenses committed after the extradition.

ARTICLE XIV

A requested Party upon receiving two or more requests for the extradition of the same person either for the same offense, or for different offenses, shall determine to which of the requesting States it will extradite the person sought, taking into consideration the circumstances and particularly the possibility of a later extradition between the requesting States, the seriousness of each offense, the place where the offense was committed, the nationality of the person sought, the dates upon which the requests were received and the provisions of any extradition agreements between the requested Party and the other requesting State or States.

ARTICLE XV

The requested Party shall promptly communicate to the requesting Party through the diplomatic channel the decision on the request for extradition.

If a warrant or order for the extradition of a person sought has been issued by the competent authority and he is not removed from the territory of the requested Party within such time as may be prescribed by the laws of that Party, he may be set at liberty and the requested Party may subsequently refuse to extradite that person for the same offense.

ARTICLE XVI

To the extent permitted under the law of the requested Party and subject to the rights of third parties, which shall be duly respected, all articles acquired as a result of the offense or which may be required as evidence shall, if found, be surrendered if extradition is granted.

Article XVII

Expenses related to the transportation of the person sought shall be paid by the requesting Party. The appropriate legal officers of the country in which the extradition proceedings take place shall, by all legal means within their power, assist the officers of the requesting Party before the respective judges and magistrates. No pecuniary claim, arising out of the arrest, detention, examination and surrender of persons sought under the terms of this Treaty shall be made by the requested Party against the requesting Party other than as specified in the second and third paragraphs of this Article.

The requested Party shall be reimbursed for the lodging, maintenance and board of the person sought.

The legal officers, other officers of the requested Party, and court stenographers, if any, of the requested Party who shall, in the usual course of their duty, give assistance and who receive no salary or compensation other than specific fees for services performed, shall be entitled to receive from the requesting Party the usual payment for such acts or services performed by them in the same manner and to the same amount as though such acts or services had been performed in ordinary criminal proceedings under the laws of the country of which they are officers.

Article XVIII

This Treaty shall apply to offenses specified in Article II committed before as well as after the date this Treaty enters into force, provided that no extradition shall be granted for an offense committed before the date this Treaty enters into force which was not an offense under the laws of both countries at the time of its commission.

Article XIX

This Treaty shall be ratified and the ratifications shall be exchanged in Wellington as soon as possible.

This Treaty shall supersede any existing extradition treaty and provisions on extradition in any other treaty in force between the United States and New Zealand [1] and shall enter into force upon the exchange of ratifications. It may be terminated by either Contracting Party giving notice of termination to the other Contracting Party at any time and the termination shall be effective six months after the date of receipt of such notice.

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[1] Insofar as applicable to New Zealand: Convention of July 12, 1899, as supplemented, between the United States and the United Kingdom. TS 139, 391, 458; 26 Stat. 1508; 32 Stat. 1864; 34 Stat. 2903. Article 10 of treaty of August 9, 1842 between the United States and the United Kingdom. TS 119; 8 Stat. 572.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Treaty

DONE in duplicate at Washington this twelfth day of January, one thousand nine hundred seventy.

FOR THE UNITED STATES OF AMERICA.

WILLIAM P ROGERS

FOR NEW ZEALAND·

FRANK CORNER

The Senate of the United States of America by its resolution of May 27, 1970, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on June 24, 1970, in pursuance of the advice and consent of the Senate, and has been duly ratified on the part of the Government of New Zealand,

The respective instruments of ratification were exchanged at Wellington on December 8, 1970;

It is provided in Article XIX of the Treaty that the Treaty shall enter into force upon the exchange of ratifications;

NOW, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Treaty, to the end that it shall be observed and fulfilled with good faith on and after December 8, 1970 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 tenth day of March in the year of our Lord one thousand nine hundred seventy-one
[SEAL] and of the Independence of the United States of America the one hundred ninety-fifth.

RICHARD NIXON

By the President.
WILLIAM P ROGERS
Secretary of State

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INDONESIA

Agricultural Commodities

Agreement signed at Djakarta December 23, 1970; Entered into force December 23, 1970.

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

The Government of Indonesia and the Government of the United States of America, as the Twelfth Supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on September 15, 1967 [1] (hereafter referred to as the September Agreement), have agreed to the commodity sale specified below The Twelfth Supplementary agreement shall consist of the Preamble, Parts I and III, and the Convertible Local Currency Credit (CLCC) Annex of the September Agreement and the following Part II

PART II - PARTICULAR PROVISIONS

ITEM 1. Commodity Table

Commodity	Supply Period (United States Calendar Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Rice	1971	110,000	$18.6

ITEM II. Payment Terms

Convertible Local Currency Credit

1. Initial Payment - None
2. Currency Use Payment - None
3. Amount of Each Installment Payment - Approximately equal annual amounts
4. Number of Installment Payments - 31
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

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[1] TIAS 6346, 18 UST 2393.

ITEM III. Usual Marketing Table.

Commodity	Import Period (United States Calendar Year)	Usual Marketing Requirement (Metric Tons)
None	1971	None

ITEM IV Export Limitations

1. With respect to the commodity financed under this agreement, the export limitation period for same or like commodities shall be the period beginning on the date of the agreement and ending on the final date on which the relevant commodity financed under this agreement is being imported and utilized.

2. For the purpose of Part I, Article III A 3, of the agreement, commodities considered to be same as, or like, commodities imported under this agreement are for rice rice and rice products.

ITEM V Self-Help Measures

The Government of Indonesia continues to accord priority attention to self-help measures as agreed upon in the Tenth Supplemental Agreement of June 17, 1970.[1]

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

For the economic development purposes specified in Item V (self-help measures) and for such other economic development purposes as may be mutually agreed upon.

ITEM VII. Other Provisions

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

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

DONE at Djakarta, in duplicate, this 23rd day of December, 1970.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

F J GALBRAITH

FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA

ADAM MALIK

[1] TIAS 7003; 21 UST 2638.

REPUBLIC OF CHINA

Extension of Loan of Vessels

Agreement effected by exchange of notes
Signed at Taipei December 16, 1970, and January 14, 1971;
Entered into force January 14, 1971.

The American Ambassador to the Minister of Foreign Affairs of the Republic of China

No. 34 TAIPEI, *December 16, 1970*

EXCELLENCY:

I have the honor to refer to the memorandum from the Ministry of Foreign Affairs dated March 15, 1967 and subsequent conversations concerning the extension by the Government of the United States of America of the loans of certain naval vessels.

The loans of these naval vessels were made pursuant to agreements between the Government of the United States and the Government of the Republic of China, effected by the exchanges of notes dated May 16, 1957, May 14, 1954, and August 15, 1962. [1] The loans of these vessels were scheduled to expire as follows.

GRC Vessel	Ex-U.S. Vessel	Date of Delivery	Expiration Date
CN AGC 1	Ex-USS *Dukes County* (LST735)	May 21, 1957	May 21, 1967
CN PC 119	Ex-USS *Placerville* (PC 1087)	July 15, 1957	July 15, 1967
CN PC 122	Ex-USS *Hanford* (PC 1142)	July 15, 1957	July 15, 1967
CN PC 120	Ex-USS *Susanville* (PC 1149)	July 15, 1957	July 15, 1967
CN PC 124	Ex-USS *Vandalia* (PC 1175)	July 15, 1957	July 15, 1967

I now have the honor to inform Your Excellency that, in response to the request of the Government of the Republic of China, the Government of the United States agrees to extend the loans of these vessels for an additional period of five years commencing from the respective scheduled expiration dates under the terms and conditions

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[1] TIAS 3837, 2979, 5150; 8 UST 787, 5 UST 892, 13 UST 1924.

of the agreements pertaining to these vessels referred to above. The five-year extension of the loans of these vessels is in addition to the periods previously agreed as computed from the respective dates of delivery of these vessels. Accordingly, the new expiration dates of these vessels will be as follows.

GRC Vessel	Ex-U.S. Vessel	Expiration Date
CN AGC 1	Ex-USS *Dukes County* (LST 735)	May 21,1972
CN PC 119	Ex-USS *Placerville* (PC 1087)	July 15, 1972
CN PC 122	Ex-USS *Hanford* (PC 1142)	July 15, 1972
CN PC 120	Ex-USS *Susanville* (PC 1149)	July 15, 1972
CN PC 124	Ex-USS *Vandalia* (PC 1175)	July 15, 1972

If the foregoing is acceptable to the Government of the Republic of China, I have the honor further to propose that Your Excellency's reply to that effect, together with this note, shall constitute an agreement between our two Governments regarding this matter, which shall enter into force on the date of Your Excellency's reply

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

WALTER P MCCONAUGHY

Walter P McConaughy

His Excellency,
WEI TAO-MING,
Minister of Foreign Affairs,
Taipei.

貴大使來照與本部長之復照即構成 貴我兩國間關於本案之一項協定，并自即日起生效。

本部長順向

貴大使重申最高之敬意。

此致

美利堅合衆國駐中華民國大使馬康衛閣下

中華民國八十五年十月十四日

CNAG一	都克斯康的號（LST七三五）	一九七二年五月廿一日
CNPG一一九	柏來適威爾號（PG一〇八七）	一九七二年七月十五日
CNPG一二二	漢福德號（PG一二四二）	一九七二年七月十五日
CNPG一二〇	蘇珊威爾號（PG一二四九）	一九七二年七月十五日
CNPG一二四	范圖里亞號（PG一二七五）	一九七二年七月十五日

上開建議倘荷中華民國政府接受，本大使並建議閣下表示接受之復照與本照會應構成貴我兩國政府間關於本案之一項協定，於閣下復照之日起生效。」

本部長茲代表中華民國政府接受上述建議並證實

CNPC一一九	柏來適威爾號（PC一〇八七）	一九五七年七月十五日	一九六七年七月十五日
CNPC一二二	漢福德號（PC一二四二）	一九五七年七月十五日	一九六七年七月十五日
CNPC一二〇	蘇珊威爾號（PC一二四九）	一九五七年七月十五日	一九六七年七月十五日
CNPC一二四	范爾里亞號（PC一二七五）	一九五七年七月十五日	一九六七年七月十五日

本大使茲敬奉告

閣下，爲答復

中華民國政府之要求，合衆國政府同意將借貸此等船艦之期限自上述有關此等船艦協定所定條件之屆滿日期再各予延展五年。此等船艦貸期係照自各艦移交日期起算，前此同意之期限再予延展五年。是以此等船艦之新屆滿日期將如下開：

中國政府艦號	美方原名	屆滿日期

The Minister of Foreign Affairs of the Republic of China to the American Ambassador

照會

外國字六一

1 00762

迅復者：接准

貴大使五十九年十二月十六日第三十四號照會內開：

「關於合衆國政府延展若干海軍船艦之借貸期限事前接

貴外交部一九六七年三月十五日節略，雙方嗣復會就此事有所接洽。

查此等船艦之借貸係根據中華民國與合衆國兩國政府於一九五七年五月十六日、一九五四年五月十四日及一九六二年八月十五日換文成立之各項協定。其借貸期限原訂於下開日期屆滿：

中國政府艦號	美方原名	交予中方日期	屆滿日期
CNAGC一	郡克斯康的號 (LST七三五)	一九五七年五月廿一日	一九六七年五月廿一日

Translation

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF CHINA

No. Wai-62 Pei Mei-1-00762

TAIPEI, *January 14, 1971*

EXCELLENCY

I have the honor to acknowledge the receipt of Your Excellency's Note No. 34 dated December 16, 1970 reading as follows.

[For the English language text, see p. 12.]

The Ministry of Foreign Affairs has the honor to confirm the above understanding on behalf of the Government of the Republic of China.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

[SEAL] WEI TAO-MING

His Excellency
WALTER P MCCONAUGHY,
Ambassador Extraordinary
and Plenipotentiary
of the United States of America,
Taipei.

MULTILATERAL

Preservation and Restoration of Cultural Property: Statutes of the International Center

Adopted at New Delhi November–December, 1956, as revised April 24, 1963, and April 14–17, 1969.
Acceptance of the United States of America deposited with the Director-General of the United Nations Educational, Scientific and Cultural Organization, Paris, January 20, 1971;
Entered into force with respect to the United States of America January 20, 1971.

STATUTES OF THE INTERNATIONAL CENTRE FOR THE STUDY OF THE PRESERVATION AND RESTORATION OF CULTURAL PROPERTY *

Article 1

Functions

The "International Centre for the Study of the Preservation and Restoration of Cultural Property", hereinafter called "The Centre", shall exercise the following functions:

a) collect, study and circulate documentation concerned with scientific and technical problems of the preservation and restoration of cultural property;

* These Statutes are based upon the version on which the General Conference of Unesco, at its ninth session, had taken the following decisions:

(9 C/Resolution 4.53)

1. *Decides* to create an International Centre for the Study of the Preservation and Restoration of Cultural Property, to be located in Rome, where it will be able to profit from the assistance of the Istituto Centrale del Restauro and other specialized scientific institutes;
2. *Adopts* the appendix to the present resolution, setting forth the Statutes of the International Centre for the Study of the Preservation and Restoration of Cultural Property.

The present Statutes were adopted by the General Assembly of the Centre at its second session on 24 April 1963.

STATUTS DU CENTRE INTERNATIONAL D'ETUDES POUR LA CONSERVATION ET LA RESTAURATION DES BIENS CULTURELS *

Article premier

Fonctions

Le « Centre international d'études pour la conservation et la restauration des biens culturels », ci-après dénominé « Le Centre », exerce les fonctions suivantes:

a) rassembler, étudier et diffuser une documentation concernant les problèmes scientifiques et techniques de la conservation et de la restauration des biens culturels;

* Ces statuts sont fondés sur les décisions suivantes prises par la Conférence générale de l'Unesco lors de sa neuvième session:

(9 C/Résolution 4.53)

1. *Décide* de créer un Centre international d'études pour la conservation et la restauration des biens culturels, qui aura son Siège à Rome, où il pourra bénéficier de l'assistance de l'Istituto Centrale del Restauro et d'autres institutions scientifiques spécialisées;
2. *Adopte* l'annexe jointe à la présente résolution et portant statut du Centre international d'études pour la conservation et la restauration des biens culturels.

Les présents statuts ont été adoptés par l'Assemblée générale du Centre lors de sa deuxième session le 24 avril 1963.

[Revisions adopted by the General Assembly at its fifth session, April 14–17, 1969, are incorporated in the present text.]

b) co-ordinate, stimulate or institute research in this domain, by means, in particular, of commissions to bodies or experts, international meetings, publications and exchanges of specialists;

c) give advice and recommendations on general or specific points connected with the preservation and restoration of cultural property;

d) assist in training research workers and technicians and raising the standard of restoration work.

Article 2

Membership

The membership of the Centre shall consist of those Member States of Unesco which send a formal declaration of accession to the Director-General of the Organization.

Article 3

Associate Members

The following shall be eligible for Associate Membership of the Centre:

a) public or private institutions of a scientific or cultural nature of States which are not members of Unesco.

Admission to Associate Membership shall be on the recommendation of the Executive Board of Unesco and by decision of the Council of the Centre taken by a two-thirds majority.

b) public or private institutions of a scientific or cultural nature of those Member States or Associate Members of Unesco.

Admission to Associate Membership shall be by decision of the Council of the Centre taken by a two-thirds majority.

Article 4

Organs

The Centre shall comprise: a General Assembly, a Council, a Secretariat.

Article 5

The General Assembly

The General Assembly shall consist of the delegates of the States belonging to the Centre, each of which shall be represented by one delegate.

These delegates should be chosen from amongst the best qualified technical experts and if possible representing specialized institutions concerned with the preservation and restoration of cultural property.

b) coordonner, stimuler, ou provoquer les recherches dans ces domaines au moyen, notamment, de missions confiées à des organismes ou à des experts, de rencontres internationales, de publications et d'échanges de spécialistes;

c) fournir des consultations et des recommandations sur des points d'ordre général ou spécial en matière de conservation et de restauration des biens culturels;

d) concourir à la formation de chercheurs et de techniciens et à l'élévation du niveau des restaurations.

Article 2

Membres

Sont membres du Centre les Etats membres de l'Unesco qui adressent une déclaration formelle d'ahésion au Directeur général de l'Organisation.

Article 3

Membres associés

Peuvent adhérer au Centre en qualité de Membres associés:

a) les institutions de droit public ou privé de caractère scientifique ou culturel des Etats qui ne sont pas membres de l'Unesco.

Leur admission se fait, sur recommandation du Conseil exécutif de l'Unesco, par décision du Conseil du Centre prise à la majorité des deux tiers.

b) les institutions de droit public ou privé de caractère scientifique ou culturel dont le Siège se trouve dans les Etats membres ou Membres associés de l'Unesco.

Leur admission se fait par décision du Conseil du Centre prise à la majorité des deux tiers.

Article 4

Organes

Le Centre comprend: une Assemblée générale, un Conseil, un Secrétariat.

Article 5

Assemblée générale

L'Assemblée générale se compose des délégués des Etats adhérents, à raison d'un délégué par Etat.

Ces délégués seront choisis parmi les personnes les plus qualifiées par leur compétence dans le domaine de la conservation et de la restauration des biens culturels, si possible au sein des institutions spécialisées dans ce domaine.

L'Unesco et les Membres associés peuvent

The United Nations Educational, Scientific and Cultural Organization and Associate Members may be represented at sessions of the General Assembly by observers, who shall be entitled to submit proposals, but not to vote.

The General Assembly shall meet in ordinary session every two years. It may also be convened in extraordinary session by the Council. Unless the General Assembly or the Council decides otherwise, the General Assembly shall meet in Rome.

The General Assembly shall elect its President at the beginning of each regular session. It shall adopt its own Rules of Procedure.

envoyer aux sessions de l'Assemblée générale des observateurs qui sont autorisés à lui présenter des propositions, mais qui n'ont pas le droit de vote.

L'Assemblée générale se réunit en session ordinaire tous les deux ans. Elle peut être convoquée en session extraordinaire par le Conseil. A moins d'une décision contraire de l'Assemblée générale ou du Conseil, l'Assemblée générale se réunit à Rome.

L'Assemblée générale élit son Président au début de chaque session ordinaire. Elle adopte son Règlement intérieur.

Article 6

The General Assembly:

Functions

The functions of the General Assembly shall be to:

a) decide on the policy of the Centre;
b) elect the members of the Council;
c) appoint the Director, on the proposal of the Council;
d) study and approve the reports and the activities of the Council;
e) supervise the financial operations of the Centre, examine and approve its budget;
f) fix the contributions of members, on the basis of the scale of contributions for the Member States of Unesco;
g) decide on the application of sanctions as laid down in Article *13*.

Article 6

Assemblée générale:

Fonctions

Les fonctions de l'Assemblée générale consistent

a) déterminer l'orientation du Centre;
b) élire les membres du Conseil;
c) nommer le Directeur sur proposition du Conseil;
d) étudier et approuver les rapports et les activités du Conseil;
e) contrôler l'activité financière du Centre; examiner et approuver son budget;
f) fixer les contributions des membres sur la base du barème des cotisations des Etats membres de l'Unesco;
g) se prononcer sur l'application des sanctions prévues à l'Article *13*.

Article 7

The Council

a) The Council shall consist of members elected by the General Assembly and special members.
b) The number of members elected by the Assembly shall not be less than six nor more than twelve. There shall be six members as long as the number of Member States of the Centre is less than thirty; seven members if the number of Member States is between thirty and forty. Thereafter this number shall be increased by one person for each group of ten Member States after the first thirty.
c) Special members shall be: a representative of the Director-General of Unesco; a representative of the Italian Government; the Director of the Institut Royal du Patrimoine Artistique, Brussels; the Director of the Istituto Centrale del Restauro, Rome; a representative of the International Council of Museums and a representative of the International Council of Monuments and Sites.
d) The Director of the Centre, representatives of other institutions and experts appointed by the Council may attend the meetings of the Council in an advisory capacity. Except that they shall not be entitled to vote, they shall participate in the work and discussions of the Council on the same footing as the members proper.

Article 7

Conseil

a) Le Conseil se compose de membres élus par l'Assemblée générale et de membres ès qualité.
b) Le nombre des membres à élire par l'Assemblée ne peut être inférieur à six ni supérieur à douze. Il est de six membres lorsque le nombre des Etats membres du Centre est inférieur à 30; de sept lorsque ce dernier nombre varie entre 30 et 40. Il est, par la suite, successivement augmenté d'une unité par tranche de dix Etats membres au-delà de 30.
c) Les membres ès qualité seront: un représentant du Directeur general de l'Unesco; un représentant du Gouvernment italien; le Directeur de l'Institut royal du patrimoine artistique, Bruxelles; le Directeur de l'Istituto Centrale del Restauro, Rome; un représentant du Conseil international des musées et un représentant du Conseil international des monuments et des sites.
d) Le Directeur du Centre, des représentants d'autres institutions et des experts désignés par le Conseil pourront assister aux réunions du Conseil avec voix consultative. Sous réserve du droit de vote, ils participeront à ses travaux et délibérations sur un pied d'égalité avec les membres du Conseil.

e) The members elected by the General Assembly shall be chosen from amongst the best qualified experts concerned with the preservation and restoration of cultural property taking into consideration equitable representation of the major cultural regions of the world. They must all be of different nationalities.
f) The members elected by the General Assembly shall be elected for a term of two years, and shall be eligible for re-election.
g) The Council shall meet at least every two years.
h) The Council may entrust any definite task or tasks to a Special Committee of which it will decide the composition.
i) The Council shall adopt its own Rules of Procedure.

Article 8

The Council:

Functions

The functions of the Council shall be to:

a) carry out the decisions and directives of the General Assembly;
b) exercise such other functions as may be assigned to it by the Assembly;
c) establish the draft budget, on the proposal of the Director, and submit it to the Assembly;
d) examine and approve the work plan submitted by the Director;
e) establish the contributions of the Associate Members.

Article 9

Correspondents

The Council may, in accordance with its Rules of Procedure, appoint corresponding experts, who may be consulted on all questions within their special competence.

Article 10

Secretariat

The Secretariat shall consist of the Director and such staff as the Centre may require.

The Director shall be appointed by the General Assembly, on the proposal of the Council. The appointment to a vacancy occurring in the intervals between sessions of the Assembly shall be made by the Council, subject to confirmation by the General Assembly, which shall also fix the term of office.

Assistants to the Director shall be appointed, on the proposal of the Director, by the Council. Ap-

e) Les membres élus par l'Assemblée générale seront choisis parmi les experts les plus qualifiés dans le domaine de la conservation et de la restauration des biens culturels, en tenant compte d'une représentation équitable des grandes régions culturelles du monde. Ils devront tous être de nationalités différentes.
f) Les membres élus par l'Assemblée générale sont élus pour deux ans et sont rééligibles.
g) Le Conseil se réunit au moins tous les deux ans.
h) Le Conseil pourra confier des tâches déterminées à un Comité restreint dont il fixera la composition.
i) Le Conseil adopte son Règlement intérieur.

Article 8

Conseil:

Fonctions

Les fonctions du Conseil consistent à:

a) appliquer les décisions et les directives de l'Assemblée générale;
b) exercer toute autre fonction à lui être confiée par l'Assemblée;
c) arrêter sur proposition du Directeur le projet de budget et le soummettre à l'Assemblée;
d) étudier et approuver le plan de travail soumis par le Directeur;
e) fixer les contributions des Membres associés.

Article 9

Correspondants

Le Conseil peut nommer, suivant son Règlement intérieur, des experts correspondants, qui peuvent être consultés sur toutes questions relevant de leur spécialité.

Article 10

Secrétariat

Le Secrétariat comprend le Directeur et le personnel que le Centre peut exiger.

Le Directeur est nommé par l'Assemblée générale, sur proposition du Conseil. En cas de vacance dans l'intervalle des sessions de l'Assemblée, il est nommé par le Conseil, sous réserve de confirmation dans ses fonctions par l'Assemblée générale qui fixe la durée de son mandat.

Les assistants du Directeur son nommés sur proposition du Directeur par le Conseil. En cas de

pointments to any vacancies occurring in the intervals between sessions of the Council shall be made by the Director, subject to confirmation by the Council, which shall also fix the term of office.

The Director and his assistants must be specialists in different branches of study; they may not be of same nationality.

The other members of the Secretariat shall be appointed by the Director.

In the discharge of their duties, the Director and the staff shall not seek or receive instructions from any government or from any authority external to the Centre.

Article 11

Legal status

The Centre shall enjoy, on the territory of every member thereof, the legal capacity necessary for the attainment of its aims and the exercise of its functions.

The Centre may receive gifts or legacies.

Article 12

Transitional provisions

For the first two years, the annual contribution of members shall be 1% of their contribution to Unesco for the year 1957.*

For each of the first four years, Unesco's contribution shall not be less than $ 12.000.

Until the first meeting of the General Assembly, which shall take place, at latest, within 18 months of the entry into force of the present Statutes, the functions vested in the General Assembly and the Council shall be exercised by an Interim Council composed of:

- a representative of the Director-General of Unesco;
- a representative of the Italian Gouvernment:
- the Director of the Laboratoire Central des Musées, Belgium
- the Director of the Istituto Centrale del Restauro, Rome;
- and a fifth member appointed by the Director-General of Unesco.

The Interim Council shall convene the first General Assembly.

* In 1963 the majority of the Member States of the Centre voted to have their annual contribution based upon 1% of their contributions paid to Unesco during the current year.

vacance dans l'intervalle des sessions du Conseil, ils seront nommés par le Directeur, sous réserve de confirmation dans leurs fonctions par le Conseil qui fixe la durée de leur mandat.

Le Directeur et ses assistants doivent être spécialisés dans des disciplines différentes; ils ne peuvent avoir la même nationalité.

Les autres membres du personnel sont nommés par le Directeur.

Dans l'exercice de leur fonctions, le Directeur et le personnel ne demanderont ni ne receveront d'instructions d'aucun gouvernment ni d'aucune autorité étrangère au Centre.

Article 11

Statut juridique

Le Centre jouit, sur le territoire de chacun de ses membres, de la capacité juridique qui lui est nécessaire pour atteindre ses buts et exercer ses fonctions.

Le Centre peut recevoir des dons et des legs.

Article 12

Dispositions transitoires

Pour les deux premières années, la contribution annuelle des membres est fixée a 1% de leur contribution à l'Unesco pour l'année 1957.*

La contribution de l'Unesco ne sera pas inférieure à 12.000 dollars pour chacune des quatre premières années.

Jusqu'a la première réunion de l'Assemblée générale qui devra intervenir au plus tard dans les 18 mois de l'entrée en vigueur des présents statuts, les fonctions attribuées à l'Assemblée générale et au Conseil seront exercées par un Conseil provisoire composé:

- d'un représentant du Directeur général de l'Unesco;
- d'un représentant du Gouvernment italien;
- du Directeur du Laboratoire central des musées de Belgique;
- du Directeur de l'Istituto Centrale del Restauro de Rome;
- et d'un cinquième membre nommé par le Directeur général de l'Unesco.

Le Conseil provisoire convoquera la Première Assemblée générale.

* En 1963 les Etats membres du Centre ont décidé par un vote de la majorité des voix que le montant de leurs contributions annuelles sera basé sur 1% de leurs contributions au budget de l'Unesco pendant l'année en cours.

OREGON SUPREME COURT LIBRARY

Article 13

Sanctions

The Members and Associate Members who have not paid their contribution for two or four consecutive years, shall be liable respectively to a penalty of suspension or exclusion.

Article 13

Sanctions

Les membres et les Membres associés qui n'auraient pas acquitté leur cotisation pendant deux ou quatre années consécutives sont passibles respectivement d'une sanction de suspension ou d'exclusion.

Article 14

Revision

Amendments to the present Statutes shall be adopted by the General Assemhly by unanimous vote of the members present and voting.
Proposals for amendments shall be communicated to all members and to Unesco six months prior to the session of the General Assembly on whose agenda they are to be placed. Proposed amendments to such amendments shall be communicated three mounths prior to the session of the General Assembly.

Article 14

Revision

Les amendements aux présents statuts seront adoptés par l'Assemblée générale à l'unanimité des membres présents et votants.
Les propositions d'amendement seront communiquées à tous les membres ainsi qu'à l'Unesco six mois avant la session de l'Assemblée générale à l'ordre du jour de laquelle elles seront inscrites. Les propositions d'amendement à ces amendements devront être communiquées trois mois avant la session de l'Assemblée générale.

Article 15

Withdrawal of Member States

Any member may give notice of withdrawal from the Centre at any time after the expiry of a period of two years from the date of its accession. Such notice shall take effect one year after the date on which it is communicated to the Director General of Unesco, provided that the member concerned has, on that date, paid its contributions for all the years during which it belonged to the Centre, including the financial year following the date of the notice of withdrawal. The Director-General of Unesco shall communicate the said notice to all the members of the Centre and to the Director.

Article 15

Retrait des Etats membres

Tout membre peut notifier son retrait du Centre à tout moment aprés l'expiration d'un délai de deux années courant à partir du jour de son adhésion. Cette notification prend effet un an après le jour où elle a été signifiée au Directeur général de l'Unesco, sous réserve que le membre intéressé ait, à cette date, payé sa contribution pour toutes les années pendant lesquelles il a appartenu au Centre, y compris l'exercice financier qui suivra la date de sa notification. Le Directeur général de l'Unesco communiquera cette notification à tous membres du Centre ainsi qu'au Directeur de ce dernier.

Article 16

Entry into force

These Statutes shall enter into force when five States have become members of the Centre.

Article 16

Entrée en vigueur

Les présents statuts entreront en vigueur lorsque cinq Etats seront devenus membres du Centre.

Certified copy
Paris, 29 September 1970
Pierre Lebel
Assistant Director-General
for International Standards
and Legal Affairs

SPAIN

Extension of Loan of Vessels: U.S.S. *Jarvis* and U.S.S. *McGowan*

Agreement effected by exchange of notes
Signed at Washington December 28, 1970, and January 11, 1971;
Entered into force January 11, 1971.

The Secretary of State to the Ambassador of Spain

DEPARTMENT OF STATE
WASHINGTON

DECEMBER 28, 1970

EXCELLENCY:

I have the honor to refer to the note from the Embassy of Spain, dated October 9, 1970, requesting the extension of the loans to the Government of Spain of the destroyers USS *Jarvis* (DD 799) and the USS *McGowan* (DD 678)

The loans of the two destroyers referred to above were made pursuant to the Agreement between the Government of the United States of America and the Government of Spain effected by the exchange of notes signed at Madrid, June 23, 1959, as supplemented by the exchange of notes signed at Madrid September 30, 1960, and the exchange of notes signed at Madrid January 11, 1965. [1] The period of the loan of the destroyer USS *Jarvis* (DD 799) was scheduled to expire on November 3, 1970, and the period of the loan of the USS *McGowan* (DD 678) was scheduled to expire on December 4, 1970.

I now have the honor to inform Your Excellency that, in response to the request of the Government of Spain, the Government of the United States agrees to extend further the periods of the loans of the two destroyers for an additional five year period not exceeding fifteen years from the original dates of their respective deliveries under the terms and conditions of the agreements referred to above. Accordingly, the new expiration dates for the periods of the loans of these destroyers will be as follows.

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[1] TIAS 4262, 4582, 5758; 10 UST 1245; 11 UST 2167, 16 UST 50.

66-169 O 72 3

Name of Vessel	Original Date of Delivery	New Expiration Date
USS *Jarvis* (DD 799)	November 3, 1960	November 3, 1975
USS *McGowan* (DD 678)	December 4, 1960	December 4, 1975

If the foregoing is acceptable to the Government of Spain, I have the honor further to propose that Your Excellency's reply to that effect shall, together with my note, constitute an agreement between our two Governments regarding this matter which shall enter into force on the date of your Excellency's reply

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

For the Secretary of State.

MARGARET J TIBBETTS

His Excellency
JAIME ARGUELLES,
Ambassador of Spain.

The Ambassador of Spain to the Secretary of State

EMBAJADA DE ESPAÑA
WASHINGTON

Núm. 4

WASHINGTON, *11 de Enero de 1971*

EXCELENCIA.

Tengo la honra de referirme a la nota de V.E. de fecha 28 de Diciembre de 1970, relativa a la renovación del préstamo de las unidades "USS *Jarvis*" (DD 799) y "USS *McGowan*" (DD 678), que traducida dice lo siguiente:

"EXCELENCIA.

Tengo la honra de referirme a la nota de la Embajada de España, de fecha 9 de Octubre de 1970, proponiendo que se amplíe el plazo de los préstamos al Gobierno de España de los destructores "USS *Jarvis*" (DD 799) y "USS *McGowan*" (DD 678).

Los préstamos de los dos destructores arriba mencionados fueron hechos bajo el Acuerdo entre el Gobierno de los Estados Unidos de América y el Gobierno de España efectuado por Canje de Notas firmado en Madrid el 23 de Junio de 1959, y complementado por Canje de Notas firmado en Madrid el 30 de Septiembre de 1960 y Canje de Notas firmado en Madrid el 11 de Enero de 1965. El plazo del préstamo del destructor "USS *Jarvis*" (DD 799) debía vencer el 3 de Noviembre de 1970, y el plazo del préstamo del "USS *McGowan*" (DD 678), el 4 de Diciembre de 1970.

Tengo la honra de informar a V.E. que de acuerdo con lo propuesto por el Gobierno de España, el Gobierno de los Estados Unidos accede a que se amplíen los plazos de los préstamos de los dos destructores por un plazo adicional de cinco años que no exceda quince años a partir de las fechas originales de sus entregas respectivas bajo los términos y condiciones de los Acuerdos antes mencionados. Por tanto, las nuevas fechas de vencimiento del plazo de los préstamos de estos destructores serán las siguientes.

Nombre de los navíos	Fecha de entrega inicial	Nueva fecha de vencimiento
USS *Jarvis* (DD 799)	3 de Noviembre de 1960	3 de Nov 1975
USS *McGowan* (DD 678)	4 de Diciembre de 1960	4 de Dic. 1975

Si esta propuesta es aceptable para el Gobierno de España, tengo asimismo la honra de proponer que esta Nota y la Nota de respuesta de V.E. manifestando su conformidad, constituyan un acuerdo entre nuestros dos Gobiernos en este asunto, que entrará en vigor en la fecha de la respuesta de V.E.

Acepte, Excelencia, las renovadas seguridades de mi más alta consideración. "

Tengo la honra de informar a V.E. que el Gobierno español está de acuerdo con los extremos contenidos en dicha nota.

Aprovecho esta oportunidad, Señor Secretario de Estado, para reiterar a V.E. las seguridades de mi más alta consideración.

J ARGÜELLES

Jaime Argüelles
Embajador de España

His Excellency
WILLIAM P ROGERS
The Secretary of State
Washington, D C.

Translation

EMBASSY OF SPAIN
Washington

No. 4

WASHNGTON, *January 11, 1971*

EXCELLENCY:

I have the honor to refer to Your Excellency's note of December 28, 1970, concerning the loan of the vessels "USS *Jarvis*" (DD 799) and "USS *McGowan*" (DD 678), which, in translation, states the following:

[For the English language text, see p. 25.]

I have the honor to inform Your Excellency that the Spanish Government concurs with the points contained in the said note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

J. ARGÜELLES

Jaime Argüelles
Ambassador of Spain

His Excellency
WILLIAM P ROGERS,
Secretary of State,
Washington, D.C.

COSTA RICA

Prevention of Foot-and-Mouth Disease and Rinderpest

Agreement effected by exchange of notes
Signed at San José December 29, 1970, and January 7, 1971;
Entered into force January 7, 1971.
With cooperative agreement of December 1, 1970, between the United States Department of Agriculture and the Costa Rican Ministry of Agriculture.

The American Ambassador to the Minister of Foreign Relations of Costa Rica

EMBASSY OF THE
UNITED STATES OF AMERICA,
San José, December 29, 1970.

No. 203

EXCELLENCY:

I have the honor to inform Your Excellency that the Government of the United States of America confirms the Cooperative Agreement between the United States Department of Agriculture, Agricultural Research Service, Animal Health Division, and the Ministry of Agriculture of Costa Rica through its Animal Health Control Section, signed at Washington, December 1, 1970. I propose that the present note and your note in reply to the same effect shall constitute confirmation of the Cooperative Agreement by our two governments.

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

WALTER C PLOESER

His Excellency
LICENCIADO GONZALO FACIO SEGREDA,
Minister of Foreign Relations,
San José.

The Minister of Foreign Relations of Costa Rica to the American Ambassador

REPUBLICA DE COSTA RICA
MINISTERIO DE RELACIONES EXTERIORES Y CULTO
Dirección General de Asuntos Exteriores

Nº 63099-AE

SAN JOSÉ, *7 de Enero de 1971.*

EXCELENTÍSIMO SEÑOR:

Tengo el honor de referirme a la nota Nº 203 de 29 de Diciembre de 1970 de Vuestra Excelencia, en relación con el Convenio Cooperativo suscrito en Washington el 1º de Diciembre de 1970 por el Ministro de Agricultura de Costa Rica y el Secretario del Departamento de Agricultura de los Estados Unidos de América, para unir esfuerzoas en la Lucha Contra la Fiebre Aftosa y la Peste Bovina.

Sobre el particular, me es grato manifestar a Vuestra Excelencia, nuestra conformidad en que la presente nota constituya la confirmación del mencionado Convenio.

Hago propicia la Oportunidad para renovar a Vuestra Excelencia seguridades de mi más distinguida consideración,

GONZALO J FACIO

Gonzalo J. Facio
Ministro de Relaciones Exteriores

Excelentísimo Señor
WALTER C. PLOESER
Embajador de los
Estados Unidos de América
Ciudad.

Translation

REPUBLIC OF COSTA RICA
Ministry of Foreign Relations and Worship
Bureau of Foreign Affairs

NO. 63099-AE

SAN JOSÉ, *January 7, 1971*

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. 203 of December 29, 1970, in regard to the Cooperative Agreement signed in Washington on December 1, 1970, by the Minister of Agriculture of Costa Rica and the Secretary of the Department of Agriculture of the United States to unite efforts in the campaign against foot-and-mouth disease and cattle plague.

In regard to this matter I take pleasure in announcing to Your Excellency our agreement that the present note shall constitute confirmation of the above-mentioned Agreement.

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

GONZALO J. FACIO

Gonzalo J. Facio
Minister of Foreign Relations

His Excellency
WALTER C. PLOESER,
Ambassador of the
United States of America,
Washington, D.C.

COOPERATIVE AGREEMENT BETWEEN THE MINISTRY OF AGRICULTURE OF THE REPUBLIC OF COSTA RICA THROUGH ITS ANIMAL HEALTH CONTROL SECTION AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, AGRICULTURAL RESEARCH SERVICE, ANIMAL HEALTH DIVISION

The object of this Agreement is to establish a cooperative program in the Republic of Costa Rica to prevent the entrance into the Republic of Costa Rica of foot-and-mouth disease and rinderpest; to quickly detect the diseases should they gain entrance; and to provide for their eradication should outbreaks occur.

The Ministry of Agriculture and Livestock of the Republic of Costa Rica, through its Animal Health Control Section, and the United States Department of Agriculture, through its Animal Health Division, shall accomplish this Agreement in accordance with the laws of the Republic of Costa Rica. Public Law 90–388 (21 U.S.C. 114d–2 *et seq.*), which defines Central America as those countries located between the Republic of Colombia and the Republic of Mexico, authorizes the Secretary of Agriculture of the United States to cooperate with the governments of these countries in the prevention, control, and eradication of foot-and-mouth disease and rinderpest. Under the authority of Public Law 90–388, the Animal Health Division will conduct cooperative work with the Ministry of Agriculture of the Republic of Costa Rica. The Government of the Republic of Costa Rica shall provide annual appropriations to enable the Ministry of

Agriculture of the Republic of Costa Rica to carry out its part of the Agreement. The U.S. Department of Agriculture shall, subject to the availability of appropriations, provide annual appropriations to its Animal Health Division to enable the U.S. Animal Health Division to carry out its part of the Agreement.

GENERAL ORGANIZATION AND FUNCTIONS

1. There is established a Cooperative Agreement between the Ministry of Agriculture of the Republic of Costa Rica and the Department of Agriculture of the United States for the Prevention of Foot-and-Mouth Disease and Rinderpest in the Republic of Costa Rica.

2. The Ministry of Agriculture of the Republic of Costa Rica will provide the services of at least one veterinarian to be assigned exclusively to the cooperative activities in the Republic of Costa Rica under this Agreement. The Department of Agriculture of the United States, subject to the availability of appropriations, will provide the services of at least one veterinarian who will be assigned exclusively to the cooperative program to prevent foot-and-mouth disease and rinderpest in Central America and Costa Rica. The United States veterinarian will divide his time between the Republic of Costa Rica and the other countries cooperating in the program. The field work in the Republic of Costa Rica will be conducted by a veterinary team or teams consisting of one veterinarian from the Republic of Costa Rica and one United States veterinarian. The selection of veterinarians assigned to work in the cooperative program in the Republic of Costa Rica will be subject to mutual approval of the Costa Rican Animal Health Control Section and the U.S. Animal Health Division.

Cooperative activities will include:

A. Continuing surveillance for vesicular diseases and rinderpest;

B. Investigating reports of vesicular diseases and rinderpest;

C. Collecting diagnostic materials for laboratory examination. (Diagnostic materials from animals suspected of having foot-and-mouth disease or rinderpest shall be submitted for examination to a jointly recognized laboratory.);

D. Participating in organizing livestock owners into vigilance committees to report evidence of vesicular diseases and rinderpest;

E. Developing practical plans for the immediate eradication of foot-and-mouth disease and rinderpest;

F. Training of Costa Rican veterinarians and others in the practical application of foot-and-mouth disease and rinderpest eradication plans;

G. Developing and distributing informational material to inform livestock owners about foot-and-mouth disease and rinderpest;

H. Providing technical assistance and advice to promote effective legislation in the Republic of Costa Rica that will allow the Republic of Costa Rica to act promptly to eradicate foot-and-mouth disease and rinderpest;

I. Assisting in developing or improving import procedures for the Republic of Costa Rica; however, United States representatives will limit their assistance to technical advice in formulating and improving laws, regulations, and procedures for the importation of animals, animal byproducts, and associated materials;

J. Conducting other appropriate activities associated with foot-and-mouth disease and rinderpest prevention in the Republic of Costa Rica.

3. Salaries and expenses for personnel employed by the Republic of Costa Rica and assigned to work on the cooperative program will be paid by the Government of the Republic of Costa Rica. Salaries and expenses for personnel employed by the U.S. Department of Agriculture and assigned to work on the cooperative program will be paid by the U.S. Department of Agriculture.

4. The Costa Rican Animal Health Control Section and the U.S. Animal Health Division will arrange for the appointment of an advisory committee consisting of such persons as they may deem appropriate. The advisory committee will provide advice in formulating and improving laws, regulations, and procedures to prevent the entrance into the Republic of Costa Rica of foot-and-mouth disease and rinderpest; to quickly detect the diseases should they gain entrance; and to provide for their eradication should outbreaks occur.

5. The Republic of Costa Rica will pay all expenses for quarantine, patrolling, and other enforcement duties as may be required.

6. The Costa Rican Animal Health Control Section will furnish adequate office and other space to personnel of the Ministry of Agriculture of the Republic of Costa Rica and of the U.S. Department of Agriculture for administrative work under this Agreement.

7. The Republic of Costa Rica will facilitate the entry into and travel within the Republic of Costa Rica of United States personnel participating in the cooperative program.

8. Officials and employees of the United States Department of Agriculture participating in the cooperative program will enjoy the privileges and immunities accorded to diplomatic personnel of the Embassy of the United States of America in Costa Rica in respect to immunity from the criminal jurisdiction of the Republic of Costa Rica. Such officials and employees will enjoy immunity from the civil and administrative jurisdiction of the Republic of Costa Rica in respect to acts performed in the exercise of their functions under this Agreement.

9. The Republic of Costa Rica will permit the duty-free entry and the disposal of personal effects, household goods, and vehicles of United States personnel participating in the cooperative program and of their immediate household in accordance with the same practices and regulations as are applied by the Government of Costa Rica to diplomatic personnel of the United States Embassy in Costa Rica.

10. Salaries and income derived from sources outside of the Republic of Costa Rica by United States personnel participating in the cooperative program will not be subject to Costa Rican taxes.

11. The Republic of Costa Rica will provide for duty-free entry of materials such as equipment and supplies needed to conduct the necessary activities under the cooperative program. Equipment purchases by each participating country will remain the property of the country that purchased the equipment.

12. The Government of the Republic of Costa Rica will provide free mailing privileges for correspondence and literature issued under the cooperative program.

13. Communications, regulations, and instructions pertaining to operations under this Agreement shall be issued jointly by the Costa Rican Animal Health Control Section and the U.S. Department of Agriculture's Animal Health Division.

14. Neither the Republic of Costa Rica nor the United States will carry out studies or experiments with foot-and-mouth disease or rinderpest virus in the Republic of Costa Rica.

15. The Government of the Republic of Costa Rica agrees to actively seek whatever legislation is necessary to develop a) an effective foot-and-mouth disease and rinderpest prevention program and b) an effective eradication program should foot-and-mouth disease or rinderpest occur.

16. The Government of the Republic of Costa Rica agrees to actively seek cooperation from individuals and organizations such as livestock breeders, livestock organizations, ministers of defense, and other Government and private individuals and organizations in order to more effectively accomplish the object of this Agreement.

17. This Agreement may be amended by an exhange of correspondence between the Ministers or Secretaries of Agriculture of the two countries, confirmed by an exchange of diplomatic notes between the two Governments.

18. This Agreement shall remain in force until 120 days after either government shall have given written notice to the other of a desire to terminate the Agreement.

19. This Agreement shall enter into force on the date upon which notes are exchanged between the two Governments confirming its provisions.

WASHINGTON, D.C., *December 1, 1970.*

J PHIL CAMPBELL

J. Phil Campbell *Under Secretary*
United States Department of Agriculture

FERNANDO BATALLA

Fernando Batalla Esquivel, *Minister*
Ministry of Agriculture and Livestock
of Costa Rica

FRANCE

Protection of Names of Bourbon Whiskey and Certain French Brandies

Agreement effected by exchange of notes
Signed at Paris December 2, 1970, and January 18, 1971;
Entered into force March 20, 1971.

The French Minister for Foreign Affairs to the American Ambassador[1]

LE MINISTRE
DES
AFFAIRES ÉTRANGÈRES

171CM

2 DEC. 1970

MONSIEUR L'AMBASSADEUR,

Le Gouvernement des Etats-Unis a demandé au Gouvernement français, en considération du fait que le "Bourbon Whiskey" est un produit américain typique, dont les caractéristiques sont définies par la règlementation fédérale, d'interdire l'utilisation en France des appellations "Bourbon" et "Bourbon Whiskey" pour désigner tout whiskey ou mélange de whiskeys produit en France et de prohiber la vente en France ou l'exportation hors de France de tout whiskey ainsi étiqueté ou décrit à moins qu'il ne soit produit aux Etats-Unis en conformité de la législation américaine règlementant la fabrication de ce spiritueux.

A l'appui de sa demande, le Gouvernement des Etats-Unis a observé que certaines appellations d'origine d'eaux-de-vie françaises, notamment les appellations "Cognac" et "Armagnac", étaient en fait protégées aux Etats-Unis. Toutefois, le Gouvernement des Etats-Unis n'a jusqu'à présent souscrit à l'égard de la France aucune obligation de continuer à protéger ces appellations sur le territoire des Etats-Unis. Dans ces conditions, le Gouvernement de la République française propose au Gouvernement des Etats-Unis de s'engager à réserver dans le commerce inter-Etats et dans le commerce extérieur des Etats-Unis l'utilisation des appellations "Cognac", "Armagnac" et "Calvados" aux produits français ayant droit à ces appellations en vertu de la législation française existante et à prohiber et réprimer l'utilisation de ces appellations pour tous autres produits,

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[1] For the English language text, see p. 38.

même si elles étaient accompagnées de termes tels que "genre", "type", "façon" ou similaires ou de l'indication du lieu de la provenance véritable.

En contre-partie, le Gouvernement français réservera exclusivement l'utilisation, sur le territoire français, des appellations "Bourbon" et "Bourbon Whiskey" au whiskey produit sur le territoire des Etats-Unis en conformité de la législation américaine règlementant la fabrication de ce whiskey et prohibera et réprimera l'utilisation de ces appellations dans l'étiquetage ou la description de tout autre whiskey ou mélange de whiskeys, même si elles étaient accompagnées de termes tels que "genre", "type", "façon" ou similaires.

Les obligations de chaque Gouvernement s'appliqueront aux produits qui seront destinés à l'exportation comme à ceux qui seront destinés à être consommés sur leur territoire.

Le Gouvernement de la République française, dont chacun sait qu'il attache le plus grand intérêt à la protection de ses appellations d'origine, veut espérer que l'attitude positive qu'il adopte au regard de la protection des appellations "Bourbon" et "Bourbon Whiskey" incitera le Gouvernement des Etats-Unis à accepter de considérer favorablement, à l'avenir, dans toute la mesure du possible, la protection d'autres appellations d'origine françaises.

Si les propositions ci-dessus recueillent l'agrément du Gouvernement des Etats-Unis, je suggère que la présente lettre et la réponse de Votre Excellence constituent un accord entre les deux Gouvernements qui entrera en vigueur à l'expiration d'un délai de soixante jours à compter de cette réponse et restera en vigueur sans limitation de durée, sous réserve du droit pour chacune des parties d'y mettre fin en adressant à cet effet un préavis écrit d'au moins trente jours à l'autre partie.

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

MAURICE SCHUMANN

Maurice Schumann

S. Exc. Monsieur ARTHUR K. WATSON
Ambassadeur des Etats-Unis d'Amérique
Paris

The American Ambassador to the French Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

PARIS, *January 18, 1971*

EXCELLENCY:

I have the honor to acknowledge receipt of your Excellency's letter No. 171CM dated December 2, 1970 which is exactly quoted hereinbelow:

"The Government of the United States has requested that the French Government, taking into consideration the fact that 'Bourbon Whiskey' is a distinctive American product the characteristics of which are defined by Federal regulation, prohibit the use in France of the names 'Bourbon' and 'Bourbon Whiskey' for the designation of any whiskey or mixture of whiskeys produced in France, and that it prohibit the sale in France or the export from France of any whiskey labeled or described in such a manner, unless produced in the United States in conformity with American legislation regulating the manufacture of the spirit.

"In support of its request, the United States Government has noted that certain appellations of origin for French brandies, in particular the names 'Cognac' and 'Armagnac', are, in fact, protected in the United States. However, the United States Government has thus far undertaken no obligation to France to continue the protection of these appellations in the territory of the United States. Under these circumstances, the Government of the French Republic proposes that the Government of the United States undertake to reserve the use, in the interstate and foreign commerce of the United States, of the names 'Cognac', 'Armagnac', and 'Calvados' to the French products entitled by virtue of existing French legislation to use those names and to prohibit and repress the use of those names for any other product, even if modified by such terms as 'kind', 'type', 'fashion', or similar expressions, or by an indication of the true place of origin.

"In return, the French Government will reserve the use in French territory of the names 'Bourbon' and 'Bourbon Whiskey' exclusively to whiskey produced in the territory of the United States in conformity with American legislation governing such whiskey and will prohibit and repress the use of those names in the labeling or description of any other whiskey or mixture of whiskeys, even if modified by such terms as 'kind', 'type', 'fashion', or similar expressions.

"The obligation of each Government will extend to products intended for export beyond its territory as well as for consumption therein.

"The Government of the French Republic, which, as is well known, attaches the greatest importance to the protection of its appellations of origin, expresses the hope that the positive attitude which it adopts with regard to the protection of the names 'Bourbon' and 'Bourbon Whiskey' will encourage the Government of the United States to consider favorably, in the future, insofar as possible, the protection of other French appellations of origin.

"If the proposals listed above are acceptable to the Government of the United States, I suggest that this letter, and the letter in reply of Your Excellency, constitute an agreement between the two Governments which will enter into force at the expiration of sixty days from the date of that reply,[1] and will remain in force indefinitely, either Party having the right to terminate it by addressing to the other a written notice to that effect at least thirty days in advance."

On behalf of the Government of the United States, I accept the contents of this letter which constitute an agreement on this subject between the two governments.

I avail myself of this opportunity to renew the assurance of my highest consideration.

ARTHUR K. WATSON

Arthur K. Watson

His Excellency
MAURICE SCHUMANN,
Minister for Foreign Affairs,
Paris.

[1] Mar. 20, 1971.

FINLAND

Double Taxation: Taxes on Income and Property

Convention signed at Washington March 6, 1970;
Ratification advised by the Senate of the United States of America November 25, 1970;
Ratified by the President of the United States of America December 8, 1970;
Ratified by Finland November 6, 1970;
Ratifications exchanged at Helsinki December 30, 1970;
Proclaimed by the President of the United States of America January 18, 1971;
Entered into force February 28, 1971.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT

The convention between the United States of America and the Republic of Finland for the avoidance of double taxation of income and property and the prevention of fiscal evasion was signed at Washington on March 6, 1970, the text of which convention, in the English and Finnish languages, is as follows

TIAS 7042

66-169 O 72 4

CONVENTION BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF FINLAND
WITH RESPECT TO TAXES ON INCOME AND PROPERTY

The President of the United States of America and the President of the Republic of Finland, desiring to conclude a convention for the avoidance of double taxation of income and property and the prevention of fiscal evasion have appointed for that purpose as their respective Plenipotentiaries:

The President of the United States of America:

William P Rogers, Secretary of State of the United States of America, and

The President of the Republic of Finland:

Olavi Munkki, Ambassador Extraordinary and Plenipotentiary of the Republic of Finland at Washington,

who have agreed upon the following articles.

ARTICLE 1

Taxes Covered

1. The taxes which are the subject of the present Convention are:

a) in the case of the United States, the Federal income tax, imposed by the Internal Revenue Code, hereinafter referred to as the "United States tax", but not including the United States personal holding company tax and accumulated earnings tax, and

b) in the case of Finland:

i) the State (national) income and capital tax ("tulo- ja omaisuusvero"),

ii) the Communal tax ("kunnallisvero"), and

iii) the Sailors' tax ("merimiesvero"),

hereinafter referred to as the "Finnish tax"

2. The Convention shall also apply to any identical or substantially similar taxes which are subsequently imposed in addition to, or in place of, the existing taxes.

3. For the purpose of Article 7 (Nondiscrimination), this Convention shall also apply to taxes of every kind and to those imposed at the national, state, and local level.

ARTICLE 2

General Definitions

1. In this Convention, unless the context otherwise requires:

a) The term "United States" means the United States of America and when used in the geographical sense means the States thereof and the District of Columbia.

b) The term "Finland" means the Republic of Finland.

c) The term "a Contracting State" or "the other Contracting State" means the United States or Finland, as the context requires.

d) The term "person" comprises an individual or a corporation, or any other body of individuals or persons.

e) i) The term "United States corporation" or "corporation of the United States" means a corporation or any entity treated as a corporation for United States tax purposes, which is created or organized under the laws of the United States or any State thereof or the District of Columbia, and

ii) the term "Finnish corporation" or "corporation of Finland" means a corporation or any entity treated as a corporation for Finnish tax purposes which is created or organized under the laws of Finland.

f) The term "competent authority" means.

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

ii) in the case of Finland, the Ministry of Finance or its authorized representative.

g) The term "State" means any National State, whether or not one of the Contracting States.

2. In the application of the provisions of the present Convention by one of the Contracting States, any term not otherwise defined shall, unless the context otherwise requires, have the meaning which it has under the laws of that Contracting State relating to the taxes which are the subject of the present Convention. Notwithstanding the previous sentence, if the meaning of such a term under the laws of one Contracting State

is different from the meaning of the term under the laws of the other Contracting State, the competent authorities of the Contracting States may, in order to prevent double taxation or further any other purpose of this Convention, establish a common meaning of the term for the purposes of this Convention.

ARTICLE 3

Fiscal Domicile

1. The term "resident of Finland" means:

a) a Finnish corporation, and

b) any other person (except a corporation or any entity which under Finnish law is treated as a corporation) who is resident in Finland for purposes of its tax, but in the case of a person acting as a partner or fiduciary only to the extent that the income derived by such person in that capacity is taxable as the income of a resident.

2. The term "resident of the United States" means:

a) a United States corporation, and

b) any other person (except a corporation or any entity treated under United States law as a corporation) who is resident in the United States for purposes of its tax, but in the case of a person acting as a partner or fiduciary only to the extent that the income derived by such person in that capacity is taxable as the income of a resident.

3. An individual who is a resident in both Contracting States shall be deemed a resident of that Contracting State in which he maintains his permanent home. If he has a permanent home in both Contracting States or in neither of the Contracting

States, he shall be deemed a resident of that Contracting State with which his personal and economic relations are closest (center of vital interests) If the Contracting State in which he has his center of vital interests cannot be determined, he shall be deemed a resident of that Contracting State in which he has a habitual abode. If he has a habitual abode in both Contracting States or in neither of the Contracting States, the competent authorities of the Contracting States shall settle the question by mutual agreement. An individual who is deemed to be a resident of one Contracting State and not a resident of the other Contracting State by reason of the provisions of this paragraph shall be deemed a resident only of the former State for all purposes of this Convention, including Article 4 (General Rules of Taxation)

ARTICLE 4

General Rules of Taxation

1. A resident of one of the Contracting States shall be taxed by the other Contracting State only on income from sources within that other Contracting State, in accordance with the limitations set forth in the present Convention.

2. The provisions of the present Convention shall not be construed to restrict in any manner any exclusion, exemption, deduction, credit, or other allowance now or hereafter accorded --

a) by the laws of one of the Contracting States in the determination of the tax imposed by that State, or

b) by any other agreement between the Contracting States.

3. The United States may tax its citizens and residents as if the present Convention had not come into effect.

a) This provision shall not affect the rules laid down in Articles 5 (Relief from Double Taxation), 7 (Nondiscrimination), and 25 (Social Security Payments)

b) This provision shall not affect the rules laid down in Articles 20 (Teachers), 21 (Students and Trainees), 22 (Governmental Functions), and paragraphs 1 and 2 of Article 23 (Rules Applicable to Personal Income Articles) when applicable to individuals who are not citizens of the United States and who do not have immigrant status in the United States.

4. Any income from sources within a Contracting State to which the provisions of the present Convention are not expressly applicable shall be taxable by such Contracting State in accordance with its own law.

ARTICLE 5

Relief From Double Taxation

Double taxation of income shall be avoided in the following manner·

1. The United States shall allow to a citizen or resident of the United States as a credit against the United States tax the appropriate amount of Finnish tax (excluding the capital tax) Such appropriate amount shall be based upon the amount of income tax paid to Finland but shall not exceed that portion of the United States tax which net income from sources within Finland bears to the entire net income. For the purpose of applying the United States credit in relation to taxes paid to Finland, the rules

set forth in Article 6 (Source of Income) shall be applied to determine the source of income.

2. a) Where a resident of Finland derives income from sources within the United States or owns capital which is located in the United States and which, in accordance with the provisions of this Convention, may be taxed in the United States, Finland shall, except as provided in subparagraph b), allow as a deduction from Finnish income tax or capital tax that part of the Finnish income tax or capital tax, respectively, attributable to such income or capital.

b) Where a resident of Finland derives dividends from sources within the United States Finland shall allow as a deduction from the Finnish tax on such dividends an amount equal to the United States tax paid on such dividends. Such deduction shall not exceed that part of Finnish tax which the dividends from sources within the United States bears to the entire net income subject to tax in Finland.

c) Notwithstanding the provisions of subparagraph b) of this paragraph, dividends paid by a United States corporation to a Finnish corporation shall be exempt from Finnish tax. This exemption shall not apply unless in accordance with the laws of Finland the dividends would have been exempt from Finnish tax if the first-mentioned corporation had been a Finnish corporation and not a United States corporation.

d) Finland, in determining its taxes specified in Article 1 of this Convention, shall exclude from the base upon which such taxes are imposed such items of income or capital which are taxable only in the United States or which

are exempt from Finnish tax under the provisions of this Convention, but the income or capital thus excluded may be taken into account by Finland in the determination of the graduated rate of Finnish tax to be imposed on residents of Finland.

ARTICLE 6

Source of Income

For purposes of this Convention:

1. Dividends shall be treated as income from sources within a Contracting State only if --

a) paid by a corporation of that Contracting State, or

b) paid by a corporation of any State if, for the 3-year period ending with the close of such corporation's taxable year preceding the declaration of the dividends (or for such part of that period as such corporation has been in existence), at least 80 percent of such corporation's gross income from all sources was industrial or commercial profits attributable to a permanent establishment which such corporation had in that Contracting State.

If a dividend would be treated under this paragraph as income from sources within both Contracting States, it shall be deemed to be income from sources within only the Contracting State described in subparagraph b)

2. Interest shall be treated as income from sources within a Contracting State only if --

a) paid by such Contracting State, including any political subdivision thereof, or by a resident of that Contracting State, or

b) paid by a corporation of any State if, for the 3-year period ending with the close of such corporation's taxable year preceding the payment of the interest (or for such part of such period as such corporation has been in existence), at least 80 percent of such corporation's gross income from all sources was industrial or commercial profits attributable to a permanent establishment which such corporation had in that Contracting State.

If interest would be treated under this paragraph as income from sources within both Contracting States, it shall be deemed to be income from sources within only the Contracting State described in subparagraph b)

3. Royalties described in paragraph 2 of Article 14 (Royalties), for the use of or privilege of using property described in such paragraph, shall be treated as income from sources within a Contracting State only if paid for the use of or privilege of using such property within that Contracting State.

4. Income from real property (including gains derived from the sale of such property, but not including interest from mortgages or bonds secured by real property) and royalties from the operation of mines, quarries, or other natural resources shall be treated as income from sources within a Contracting State only if such property is located in that Contracting State.

5. Income from the rental of tangible personal (movable) property shall be treated as income from sources within a Contracting State only if such property is located in that Contracting State.

6. Income received by an individual for his performance of personal services (whether as an employee or in an independent capacity) shall be treated as income from sources within a Contracting State only if such services are performed in that Contracting State. If services are performed partly within and partly outside a Contracting State, income from the performance of such services shall be treated as income from sources partly within and partly outside that Contracting State. Income from personal services (including pensions and annuities paid in respect of such services) performed aboard ships or aircraft operated by a resident of a Contracting State and registered in that Contracting State shall be treated as income from sources within that Contracting State, if rendered by a member of the regular complement of the ship or aircraft.

7 Income from the purchase and sale of tangible or intangible personal (including movable) property shall be treated as income from sources within a Contracting State only if such property is sold in that Contracting State.

8. Notwithstanding paragraphs 1-7, industrial and commercial profits which are attributable to a permanent establishment which the recipient, a resident of one of the Contracting States, has in the other Contracting State, including income dealt with in Articles 12 (Dividends), 13 (Interest), 14 (Royalties), 15 (Income from Real Property), and 16 (Capital Gains) derived from rights or property which are effectively connected with such permanent establishment, shall be treated as income from sources within that other Contracting State. For the purposes of this Convention, to determine whether

property is effectively connected with a permanent establishment, the factors taken into account shall include whether the property is used in or held for use in carrying on business through such permanent establishment, and whether the activities carried on through such permanent establishment were a material factor in the realization of the income derived from such property For this purpose, due regard shall be given to whether or not such asset or such income was accounted for through such permanent establishment.

9. The source of any item of income to which the provisions of this Article are not expressly applicable shall be determined by each of the Contracting States in accordance with its own law. Notwithstanding the previous sentence, if the source of any item of income under the laws of one Contracting State is different from the source of such item of income under the laws of the other Contracting State, the competent authorities of the Contracting States may, in order to prevent double taxation or further any other purpose of this Convention, establish a common source of the item of income for purposes of this Convention.

ARTICLE 7

Nondiscrimination

1. A citizen of one of the Contracting States who is a resident of the other Contracting State shall not be subjected in that other Contracting State to more burdensome taxes than is a citizen of that other Contracting State who is a resident thereof.

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

3. A corporation of a Contracting State, the capital of which is wholly or partly owned or controlled, directly or indirectly, by one or more residents of the other Contracting State, shall not be subjected in the first-mentioned Contracting State to any taxation or any requirement connected therewith which is other or more burdensome than the taxation and connected requirements to which a corporation of that first-mentioned Contracting State carrying on the same activities, the capital of which is wholly owned by one or more residents of the first-mentioned State, is or may be subjected.

ARTICLE 8

Business Profits

1. Industrial or commercial profits of a resident of one of the Contracting States shall be taxable only in that State unless such resident is engaged in industrial or

commercial activity in the other Contracting State through a permanent establishment situated therein. If such resident is so engaged, tax may be imposed by such other State on the industrial or commercial profits of such resident but only on so much of such profits as are attributable to the permanent establishment.

2. Where a resident of a Contracting State carries on business in the other Contracting State through a permanent establishment situated therein, there shall in each Contracting State be attributed to that permanent establishment the industrial or commercial profits which would be attributable to such permanent establishment if such permanent establishment were an independent entity engaged in the same or similar activities under the same or similar conditions and dealing at arm's length with the resident of which it is a permanent establishment.

3. In the determination of the profits of a permanent establishment, there shall be allowed as deductions expenses which are reasonably connected with such profits including executive and general administrative expenses, whether incurred in the State in which the permanent establishment is situated or elsewhere.

4. No profits shall be attributed to a permanent establishment merely by reason of the purchase of goods or merchandise by that permanent establishment, or by the resident of which it is a permanent establishment, for the account of that resident.

5. The term "industrial or commercial profits of a resident" includes income derived from manufacturing, mercantile, agricultural, fishing, or mining activities, from the operation of ships or aircraft, from the furnishing of personal services, from the rental of tangible personal property, and from insurance activities and rents or royalties derived from motion picture films, films or tapes of radio or television broadcasting It also includes income derived from real property and natural resources and dividends, interest, royalties (as defined in paragraph 2 of Article 14), and capital gains but only if the right or property giving rise to such income, dividends, interest, royalties, or capital gains is effectively connected with a permanent establishment which the recipient, being a resident of one Contracting State, has in the other Contracting State. It does not include income received by an individual as compensation for personal services either as an employee or in an independent capacity

ARTICLE 9

Permanent Establishment

1. For the purpose of this Convention, the term "permanent establishment" means a fixed place of business through which a resident of one of the Contracting States engages in industrial or commercial activity

2. The term "permanent establishment" shall include especially:

a) a seat of management;

b) a branch;

c) an office;

d) a factory;

e) a workshop;

f) a warehouse;

g) a mine, quarry, or other place of extraction of natural resources,

h) a building site or construction or assembly project which exists for more than 12 months.

3. Notwithstanding paragraphs 1 and 2 of this Article, a permanent establishment shall not include a fixed place of business used only for one or more of the following activities:

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

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

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

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

e) the maintenance of a fixed place of business for the purpose of advertising, for the supply of information, for scientific research, or for similar activities which have a preparatory or auxiliary character, for the resident.

4. A person acting in a Contracting State on behalf of a resident of the other Contracting State -- other than an agent of an independent status to whom paragraph 5 applies -- shall be deemed to be a permanent establishment in the first-mentioned State if such person has, and habitually exercises in that State, an authority to conclude contracts in the name of that resident, unless the exercise of such authority is limited to the purchase of goods or merchandise for that resident.

5. Notwithstanding paragraph 4 a resident of a Contracting State shall not be deemed to have a permanent establishment in the other Contracting State merely because such resident carries on business in that other State through a broker, general commission agent, or any other agent of an independent status, where such person is acting in the ordinary course of his business.

6. The fact that a resident of one of the Contracting States is a related person with respect to a resident of the other Contracting State or with respect to a person who engages in industrial or commercial activity in that other Contracting State (whether through a permanent establishment or otherwise) shall not be taken into account in determining whether that resident of the first Contracting State has a permanent establishment in the other Contracting State.

ARTICLE 10

Shipping and Air Transport

Notwithstanding Article 8, income which a resident of one of the Contracting States derives from the operation in international traffic of ships or aircraft registered in that

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Contracting State shall be taxable only in that Contracting State.

ARTICLE 11

Related Persons

1. Where a resident of a Contracting State deriving industrial and commercial profits in one of the Contracting States and any other person are related and where such related persons make arrangements or impose conditions between themselves which are different from those which would be made between independent persons, then any income which would, but for those arrangements or conditions, have accrued to the resident of one of the Contracting States but, by reason of those arrangements or conditions, has not so accrued, may be included in the income of the resident of one of the Contracting States for purposes of the present Convention and taxed accordingly

2. a) A person other than a corporation is related to a corporation if such person participates directly or indirectly in the management, control, or capital of the corporation.

b) A corporation is related to another corporation if it either participates directly or indirectly in the management, control, or capital of the other, or if any person or persons participate directly or indirectly in the management, control, or capital of both corporations.

ARTICLE 12

Dividends

1. Dividends derived from sources within a Contracting State by a resident of the other Contracting State may be taxed in that other State.

2. Dividends derived from sources within a Contracting State by a resident of the other Contracting State may also be taxed by the former Contracting State but the tax imposed on such dividends shall not exceed --

a) 15 percent of the amount actually distributed; or

b) when the recipient is a corporation, 5 percent of the amount actually distributed if --

i) during the part of the paying corporation's taxable year which precedes the date of payment of the dividend and during the whole of its prior taxable year (if any), at least 10 percent of the outstanding shares of the voting stock of the paying corporation was owned by the recipient corporation, and

ii) not more than 25 percent of the gross income of the paying corporation for such prior taxable year (if any) consisted of interest and dividends (other than interest derived in the conduct of a banking, insurance, or financing business and dividends or interest received from subsidiary corporations, 50 percent or more of the outstanding shares of the voting stock of which was owned by the paying corporation at the time such dividends or interest were received)

3. Paragraph 2 of this Article shall not apply if the recipient of the dividends being a resident of one of the Contracting States has a permanent establishment in the other

Contracting State and the shares with respect to which the dividends are paid are effectively connected with the permanent establishment. In such a case, the provisions of Article 8 shall apply

4. For the purpose of paragraph 2 of this Article the combined Finnish tax on dividends derived from sources within the Republic of Finland by a resident of the United States and the Finnish capital tax on the capital stock of a Finnish corporation owned by a resident of the United States shall not exceed --

a) 15 percent of the amount distributed; or

b) when the recipient is a corporation, 5 percent of the amount distributed if the requirements of subdivisions i) and ii) of paragraph 2 b) are satisfied.

ARTICLE 13

Interest

1. Interest derived from sources within one Contracting State by a resident of the other Contracting State shall be taxable only in that other Contracting State.

2. Paragraph 1 of this Article shall not apply if the recipient of the interest, being a resident of one of the Contracting States, has a permanent establishment in the other Contracting State and the indebtedness giving rise to the interest is effectively connected with such permanent establishment. In such a case, the provisions of Article 8 shall apply

3. Where, owing to a special relationship between the payor and the recipient or between both of them and some other person, the amount of the interest paid, having regard to the claim with respect to which it is paid, exceeds the amount which should have been agreed upon by the payor and the recipient in the absence of such relationship, the provisions of this Article shall apply only to the last-mentioned amount. In that case, the excess part of the payments shall remain taxable according to the laws of each Contracting State, due regard being had to the other provisions of this Convention.

4. The term "interest" as used in this Article means income from Government securities, bonds, or debentures, whether or not secured by mortgage and whether or not carrying a right to participate in profits, and debt-claims of every kind as well as all other income assimilated to income from money lent by the taxation law of the State in which the income has its source.

ARTICLE 14

Royalties

1. Royalties from sources within a Contracting State and paid to a resident of the other Contracting State shall be taxable only in that other State.

2. The term "royalties" as used in this Article means --

a) any amounts paid as consideration for the use of, or the right to use the property described in paragraph 3 of this Article or for knowledge, experience or skill (know how); and

b) gains derived from the sale or other disposition of the property described in paragraph 3 of this Article, to the extent payment of the amounts realized on such sale or disposition is contingent, in whole or in part, on the productivity, use, or disposition of such property

3. The property referred to in paragraph 2 of this Article includes copyrights, artistic and scientific works, patents, designs, models, plans, secret processes or formulae, trademarks, and other like property or rights, and industrial, commercial, and scientific equipment.

4. The provisions of paragraph 1 shall not apply if the recipient of the royalties, being a resident of a Contracting State has in the other Contracting State in which the royalties arise a permanent establishment with which the right or property giving rise to the royalties is effectively connected. In such a case, the provisions of Article 8 shall apply

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

ARTICLE 15

Income From Real Property

1. Income from real property, including royalties in respect of the operation of mines, quarries, or other natural resources and gains derived from the sale, exchange, or other disposition for consideration, of such property or of the right giving rise to such royalties, may be taxed by the Contracting State in which such real property, mines, quarries, or other natural resources are situated. For purposes of this Article and as provided in paragraph 4 of Article 6 (Source of Income) interest from mortgages or bonds secured by real property or by such royalty interest shall not be regarded as income from real property

2. The provisions of paragraph 1 shall apply to income derived from the usufruct, direct use, letting, or use in any other form of real property

ARTICLE 16

Capital Gains

1. A resident of one of the Contracting States shall be taxable only in that State on gains from the sale or exchange of capital assets.

2. Paragraph 1 of this Article shall not apply if --

a) the gain is received by a resident of one of the Contracting States and arises out of the sale or exchange of property described in Article 15 (Income From Real Property) located within the other Contracting State,

b) the recipient of the gain, being a resident of one of the Contracting States, has a permanent establishment in the other Contracting State and the property giving rise to the gain is effectively connected with such permanent establishment, or

c) the recipient of the gain, being an individual resident of one of the Contracting States --

i) maintains a fixed base in the other Contracting State and the property giving rise to such gain is effectively connected with such fixed base, or

ii) is present in the other Contracting State for a period or periods exceeding in the aggregate 183 days during the taxable year.

3. In the case of gains described in paragraph 2 b), the provisions of Article 8 (Business Profits) shall apply

ARTICLE 17

Capital Taxes

1. Capital represented by property referred to in Article 15 (Real Property) may be taxed in the Contracting State in which such property is situated.

2. Subject to the provisions of paragraph 3 below, capital represented by assets, other than property referred to in paragraph 1, which are effectively connected with a permanent establishment of a resident of one of the Contracting States may be taxed in the State in which the permanent establishment is situated.

3. Ships and aircraft of a resident of one of the Contracting States, if registered in that Contracting State, and assets, other than property referred to in paragraph 1, pertaining to the operation of such ships or aircraft shall be exempt from tax by the other State.

4. a) All other elements of capital of a resident of Finland not dealt with in this Article shall be exempt from tax by the United States.

b) All other elements of capital of a resident of the United States not dealt with in this Article shall be exempt from tax by the Republic of Finland.

ARTICLE 18

Independent Personal Services

1. Income derived by a resident of a Contracting State in respect of independent activities shall be taxable only in that State unless such activities were performed in the other Contracting State. Income in respect of independent activities performed within such other State may be taxed by such other State.

2. Notwithstanding the provisions of paragraph 1, income derived by a resident of a Contracting State in respect of independent activities performed in the other Contracting State shall be exempt from tax by that other Contracting State if the recipient is present in the other State for a period or periods not exceeding in the aggregate 183 days in the fiscal year concerned.

ARTICLE 19

Dependent Personal Services

1. Salaries, wages, and other similar remuneration paid to a resident of a Contracting State for labor or personal services shall be taxable only in that State unless such labor or personal services are performed in the other Contracting State. Remuneration received for labor or personal services performed within such other State may be taxed by such other State.

2. Notwithstanding the provisions of paragraph 1, remuneration derived by a resident of a Contracting State in respect of an employment exercised in the other Contracting State shall not be taxable in such other State if --

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

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

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

3. Remuneration received by an individual for personal services performed aboard ships or aircraft registered in one of the Contracting States and operated by a resident of that Contracting State shall be exempt from tax by the other Contracting State, if such individual is a member of the regular complement of the ship or aircraft.

ARTICLE 20

Teachers

1. An individual who is a resident of one of the Contracting States at the beginning of his visit to the other Contracting State and who, at the invitation of the Government of the other Contracting State or of a university or other accredited educational institution situated in the other Contracting State, visits the latter Contracting State for the primary purpose of teaching or engaging in research, or both, at a university or other accredited educational institution shall be exempt from tax by the latter Contracting State on his income from personal services for teaching or research at such educational institution, or at other such institutions, for a period not exceeding 2 years from the date of his arrival in the latter Contracting State.

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

ARTICLE 21

Students and Trainees

1. a) An individual who is a resident of one of the Contracting States at the beginning of his visit to the other Contracting State and who is temporarily present in the other Contracting State for the primary purpose of --

i) studying at a university or other accredited educational institution in that other Contracting State, or

ii) securing training required to qualify him to practice a profession or professional specialty, or

iii) studying or doing research as a recipient of a grant, allowance, or award from a governmental, religious, charitable, scientific, literary, or educational organization,

shall be exempt from tax by that other Contracting State with respect to amounts described in subparagraph b)

b) The amounts referred to in subparagraph a) include --

i) gifts from abroad for the purpose of his maintenance, education, study, research, or training;

ii) the grant, allowance, or award; and

iii) income from personal services performed in the other Contracting State in an amount not in excess of 2,000 United States dollars or its equivalent in Finnish markkas for any taxable year

c) The benefits under this paragraph shall only extend for such period of time as may be reasonably or customarily required to effectuate the purpose of the visit, but in no event shall any individual have the benefits of this Article and Article 20 (Teachers) for more than a total of 5 taxable years.

2. An individual who is a resident of one of the Contracting States at the beginning of his visit to the other Contracting State and who is temporarily present in the other Contracting State as an employee of, or under contract with, a resident of the former State, for the primary purpose of --

a) acquiring technical, professional, or business experience from a person other than that resident of the former State or a corporation 50 percent or more of the voting stock of which is owned by that resident of the former State, or

b) studying at a university or other accredited educational institution in that other Contracting State,

shall be exempt from tax by that other Contracting State for a period of 12 consecutive months with respect to his income from personal services in an amount not in excess of 5,000 United States dollars or its equivalent in Finnish markkas.

3. An individual who is a resident of one of the Contracting States at the beginning of his visit to the other Contracting State and who is present in the other Contracting State for a period not exceeding 1 year, as a participant in a program sponsored by the Government of the other Contracting State, for the primary purpose of training, research, or study, shall be exempt from tax by that other Contracting State with respect to his income from personal services performed in that other Contracting State and received in respect of such training, research, or study, in an amount not in excess of 10,000 United States dollars or its equivalent in Finnish markkas.

ARTICLE 22

Governmental Functions

1. Remuneration, including pensions, paid by or from public funds of the United States, or a political subdivision or local authority thereof to a United States citizen for

services rendered to the United States or to any of its political subdivisions in the discharge of governmental functions shall be exempt from tax by the Republic of Finland.

2. Remuneration, including pensions, paid by or from public funds of the Republic of Finland, a subdivision, a local authority, or a public community thereof to an individual who is a citizen of the Republic of Finland for services rendered to the Republic of Finland or to a subdivision, a local authority, or a public community thereof in the discharge of governmental functions shall be exempt from tax by the United States.

ARTICLE 23

Rules Applicable to Personal Income Articles

1. Articles 18 through 22 shall apply to reimbursed travel expenses, but such expenses shall not be taken into account in computing the maximum amount of exemptions specifed in Article 21.

2. If an individual qualifies for benefits under more than one of the provisions of Articles 18 through 22, he may apply the provisions of whichever Article is most favorable to him. However, the benefits of the Article claimed shall be reduced by any benefits previously allowed under any other of the provisions of Articles 18 through 22.

3. An individual who is a resident of one of the Contracting States and who is temporarily present in the other Contracting State and who qualifies for exemption from tax in such other Contracting State under Article 20 (Teachers) or Article 21 (Students and Trainees) shall be allowed by the former Contracting State as

deductions from income subject to tax therein all travel expenses (including travel fares, meals and lodging, and expenses incident to travel) while traveling between the two Contracting States and all ordinary and necessary living expenses (including meals and lodging) while temporarily present in such other Contracting State. The expenses deductible under this paragraph shall be deemed to amount to at least 30 percent of the income exempt under Article 20 or 21.

ARTICLE 24

Private Pensions and Annuities

1. Except as provided in Article 22, pensions and other similar remuneration paid to a resident of a Contracting State in consideration of past employment shall be taxable only in that Contracting State.

2. Alimony and annuities paid to a resident of a Contracting State shall be taxable only in that Contracting State.

3. The term "annuities", as used in this Article, means a stated sum paid periodically at stated times during life, or during a specified number of years, under an obligation to make the payments in return for adequate and full consideration (other than services rendered)

4. The term "pensions and other similar remuneration", as used in this Article, means periodic payments made after retirement in consideration for services rendered, or by way of compensation for injuries received, in connection with past employment.

ARTICLE 25

Social Security Payments

Social security payments and other public pensions (whether representing employee or employer contributions or accretions thereto) paid by one of the Contracting States or, in the case of Finland by a public community, to an individual who is a resident of the other Contracting State shall be taxable only in the former Contracting State. However, this Article shall not apply to payments described in Article 22 (Governmental Functions)

ARTICLE 26

Diplomatic and Consular Officers

Nothing in the present Convention shall affect the fiscal privileges of diplomatic or consular officials under the general rules of international law or under the provisions of special agreements.

ARTICLE 27

Investment or Holding Companies

A corporation of one of the Contracting States deriving dividends, interest, or royalties from sources within the other Contracting State shall not be entitled to the benefits of Article 12, Article 13, or Article 14 if --

a) by reason of special measures granting tax benefits to investment or holding companies the tax imposed on such corporation by the former Contracting State with respect to such dividends, interest, or royalties is substantially less than the tax generally imposed by such Contracting State on corporate profits, and

b) 25 percent or more of the capital of such corporation is held of record or is otherwise determined, after consultation between the competent authorities of the Contracting States, to be owned directly or indirectly, by one or more persons who are not individual residents of the former Contracting State (or, in the case of a Finnish corporation, who are citizens of the United States)

ARTICLE 28

Mutual Agreement Procedure

1. Where a resident of a Contracting State considers that the actions of one or both of the Contracting States result or will result for him in taxation not in accordance with this Convention, he may, notwithstanding the remedies provided by the national laws of those States, present his case to the competent authority of the Contracting State of which he is a resident.

2. The competent authorities of the Contracting States shall endeavor to resolve by mutual agreement any difficulties or doubts arising as to the application of the Convention. In particular, the competent authorities of the Contracting States may consult together to endeavor to agree --

a) to the same attribution of industrial or commercial profits to a resident of one of the Contracting States and its permanent establishment situated in the other Contracting State;

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b) to the same allocation of income between a resident of one of the Contracting States and any related person, referred to in Article 11, or

c) to the same determination of the source of particular items of income.

3. The competent authorities of the Contracting States may communicate with each other directly for the purpose of reaching an agreement in the sense of the preceding paragraphs. When it seems advisable for the purpose of reaching agreement, the competent authorities may meet together for an oral exchange of opinions.

4. In the event that the competent authorities reach such an agreement, taxes shall be imposed on such income, and refund or credit of taxes shall be allowed, by the Contracting States in accordance with such agreement.

ARTICLE 29

Exchange of Information

1. The competent authorities of the Contracting State shall exchange such information as is pertinent to carrying out the provisions of this Convention or preventing fraud or fiscal evasion in relation to the taxes which are the subject of this Convention. Any information so exchanged shall be treated as secret and shall not be disclosed to any persons other than those (including a court or administrative body) concerned with assessment, collection, enforcement, or prosecution in respect of the taxes which are the subject of the Convention.

2. In no case shall the provisions of paragraph 1 be construed so as to impose on one of the Contracting States the obligation --

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

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

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

3. The exchange of information shall be either on a routine basis or on request with reference to particular cases. The competent authorities of the Contracting States shall agree on the list of information which shall be furnished on a routine basis.

4. The competent authorities of the Contracting States shall notify each other of any amendments of the tax laws referred to in Article 1 1) by transmitting the texts of any amendments or new statutes at least once a year.

5. The competent authorities of the Contracting States shall exchange the texts of all published material interpreting the present Convention under their respective laws, whether in the form of regulations, rulings, or judicial decisions.

ARTICLE 30

Assistance in Collection

1. Each of the Contracting States shall endeavor to collect such taxes imposed by the other Contracting State as will ensure that any exemption or reduced rate of tax granted

under the present Convention by the other State shall not be enjoyed by persons not entitled to such benefits. The Contracting State making such collections shall be responsible to the other Contracting State for the sums thus collected. The competent authority of each of the Contracting States shall consult with the competent authority of the other Contracting State for the purpose of cooperating with and advising that other Contracting State in respect of any action taken by it within the former Contracting State to collect its tax.

2. In no case shall the provisions of this Article be construed so as to impose upon either of the Contracting States the obligation to carry out administrative measures at variance with the regulations and practices of the Contracting State endeavoring to collect the tax or which would be contrary to that State's sovereignty, security, or public policy.

ARTICLE 31

Entry Into Force

1. This Convention shall be ratified and instruments of ratification shall be exchanged at Helsinki as soon as possible. It shall enter into force 2 months after the exchange of instruments of ratification. Its provisions shall for the first time have effect --

a) in the case of Finland --

to taxes which are levied for taxable years beginning on or after January 1, following the year in which the instruments of ratification are exchanged.

b) in the case of the United States --

i) as respects the rate of withholding tax, to amounts received on or after the date on which this Convention enters into force;

ii) as respects other income taxes, to taxable years beginning on or after January 1, following the year in which the instruments of ratification are exchanged.

2. Upon the coming into effect of this Convention, the Convention of December 18, 1952,[1] relating to income taxes, shall terminate. The provisions of the Convention of December 18, 1952, will cease to have effect from the date on which the corresponding provisions of this Convention shall for the first time have effect according to subparagraph 1 above-mentioned.

ARTICLE 32

Termination

1. This Convention shall remain in force until denounced by one of the Contracting States. Either Contracting State may denounce the Convention, through diplomatic channels, by giving notice of termination at least 6 months before the end of any calendar year after the year 1973. In such event, the Convention shall cease to have effect --

a) in the case of Finland --

to taxes which are levied for taxable years beginning on or after January 1 of the year following the year in which notice is given.

b) in the case of the United States --

i) as respects withholding taxes, on January 1 of the year following the year in which notice is given; and

[1] Signed Mar. 3, 1952. TIAS 2596, 3 UST 4485.

ii) as respects other income taxes, for any taxable year beginning on or after January 1 of the year following the year in which notice is given.

2. Notwithstanding the provision of paragraph 1 of this Article, and upon prior notice to be given through diplomatic channels, the provisions of Article 25 (Social Security Payments) may be terminated by either Contracting State at any time after this Convention shall enter into force.

DONE at Washington, in duplicate, in the English and Finnish languages, the two texts having equal authenticity, this sixth day of March 1970.

FOR THE PRESIDENT OF THE UNITED STATES OF AMERICA.

[1]

FOR THE PRESIDENT OF THE REPUBLIC OF FINLAND: [2]

[1] William P Rogers
[2] Olavi Munkki

AMERIKAN YHDYSVALTOJEN
JA SUOMEN TASAVALLAN VÄLINEN
TULO- JA OMAISUUSVEROJA KOSKEVA SOPIMUS

Amerikan Yhdysvaltojen Presidentti ja Suomen Tasavallan Presidentti ovat, tahtoen tehdä sopimuksen tulon ja omaisuuden kaksinkertaisen verotuksen ja veron kiertämisen estämiseksi, tässä tarkoituksessa määränneet valtuutetuikseen:

Amerikan Yhdysvaltojen Presidentti:

William P Rogersin, Amerikan Yhdysvaltain ulkoministerin,

ja Suomen Tasavallan Presidentti:

Olavi Munkin, Suomen Tasavallan Washingtonissa olevan täysivaltaisen erikoissuurlähettilään,

jotka ovat sopineet seuraavista artikloista:

1 ARTIKLA

Sopimuksen tarkoittamat verot

1. Verot, joihin tätä sopimusta sovelletaan, ovat:

a) Yhdysvaltojen osalta liittovaltion tulovero (the Federal Income Tax), joka kannetaan Yhdysvaltojen verolain (Internal Revenue Code) perusteella ja josta jäljempänä käytetään sanontaa "Yhdysvaltojen vero", lukuunottamatta henkilökohtaista holding-yhtiöveroa (Personal Holding Company Tax) ja koontuneiden tulojen perusteella kannettavaa veroa (Accumulated Earnings Tax), sekä

b) Suomen osalta:

i) valtion tulo- ja omaisuusvero;

ii) kunnallisvero;

iii) merimiesvero,

joista jäljempänä käytetään sanontaa "Suomen vero"

2. Sopimusta on sovellettava kaikkiin samanlaisiin tai olennaisesti samanluonteisiin nykyisten lisäksi tai tilalle säädettäviin veroihin.

3. Sopimuksen 7 artiklaa (syrjinnän kieltäminen) sovelletaan kaikenlaatuisiin kansallisiin, osavaltioiden ja paikallisiin veroihin.

2 ARTIKLA

Yleiset määritelmät

1. Tässä sopimuksessa, jollei asiayhteydestä muuta johdu:

a) sanonta "Yhdysvallat" tarkoittaa Amerikan Yhdysvaltoja, ja milloin sitä käytetään maantieteellisenä käsitteenä, sen osavaltioita sekä Columbian piirikuntaa;

b) sanonta "Suomi" tarkoittaa Suomen tasavaltaa;

c) sanonta "sopimusvaltio" tai "toinen sopimusvaltio" tarkoittaa Yhdysvaltoja tai Suomea sen mukaan kuin asiayhteys edellyttää;

d) sanonnalla "henkilö" tarkoitetaan luonnollista henkilöä ja yhtiötä sekä mitä tahansa henkilöiden muodostamaa yhtymää;

e) i) sanonta "yhdysvaltalainen yhtiö" tai "Yhdysvalloissa oleva yhtiö" tarkoittaa yhtiötä ja mitä tahansa muuta yhteenliittymää, jota Yhdysvalloissa pidetään verotustarkoituksia varten yhteisönä ja joka on perustettu tai järjestetty Yhdysvaltain, sen osavaltion tai Columbian piirikunnan lakien mukaan; sekä

ii) sanonta "suomalainen yhtiö" tai "Suomessa oleva yhtiö" tarkoittaa yhtiötä tai mitä tahansa muuta yhteenliittymää, jota Suomessa verotuksellisesti käsitellään yhteisönä ja joka on perustettu tai järjestetty Suomen lakien mukaan;

f) sanonta "asianomainen viranomainen" tarkoittaa:

i) Yhdysvaltojen osalta valtiovarainsihteeriä tai hänen valtuuttamaansa sijaista, sekä

ii) Suomen osalta valtiovarainministeriötä tai sen valtuuttamaa edustajaa;

g) sanonta "valtio" tarkoittaa jokaista kansallista valtiota riippumatta siitä, onko se sopimusvaltio.

2. Sopimusvaltion soveltaessa tätä sopimusta on jokaisella sellaisella sanonnalla, jota ei ole toisin määritelty, mikäli ei asiayhteydestä muuta johdu, se merkitys, mikä sillä on tämän sopimusvaltion sopimuksen tarkoittamia veroja koskevan lainsäädännön mukaan. Edellisen lauseen estämättä sopimusvaltioiden asianomaiset viranomaiset voivat, kaksinkertaisen verotuksen ehkäisemiseksi tai minkä tahansa muun tämän sopimuksen päämäärän

edistämiseksi, sopia yhteisesti sanonnan merkityksestä tätä sopimusta varten, jos sellaisen sanonnan merkitys sopimuspuolen lainsäädännön mukaan on erilainen kuin sen merkitys toisen sopimuspuolen lainsäädännön mukaan.

3 ARTIKLA

Verotuksellinen kotipaikka

1. Sanonta "Suomessa asuva henkilö" tarkoittaa:

a) suomalaista yhtiötä, ja

b) ketä tahansa muuta henkilöä (lukuunottamatta yhtiötä ja muuta yhteenliittymää, jota Suomen lainsäädännössä pidetään yhteisönä), joka verotuksellisesti on Suomessa asuva; kun on kysymys henkilöstä, joka toimii yhtiömiehenä yhtymässä tai fiduisiaarina, kuitenkin vain siinä laajuudessa kuin yhtiömiehen tai fiduisiaarin saamaa tuloa verotetaan maassa asuvan tulona.

2. Sanonta "Yhdysvalloissa asuva henkilö" tarkoittaa:

a) yhdysvaltalaista yhtiötä ja

b) ketä tahansa muuta henkilöä (lukuunottamatta yhtiötä ja muuta yhteenliittymää, jota Yhdysvaltojen lain mukaan pidetään yhteisönä), joka verotuksellisesti on Yhdysvalloissa asuva; kun kysymys on henkilöstä, joka toimii yhtiömiehenä tai fiduisiaarina, kuitenkin vain siinä laajuudessa kuin yhtiömiehen tai fiduisiaarin saamaa tuloa verotetaan maassa asuvan tulona.

3. Milloin luonnollinen henkilö on kummassakin sopimusvaltiossa asuva, katsotaan hänen asuvan siinä sopimusvaltiossa, missä hänellä on pysyvä asunto. Jos hänellä on pysyvä asunto kummassakin sopimusvaltiossa tai ei kummassakaan niistä, katsotaan hänen asuvan siinä sopimusvaltiossa, johon

hänellä on kiinteämmät henkilökohtaiset ja taloudelliset suhteet (elinetujen keskus). Milloin sopimusvaltiota, missä hänen elinetujensa keskus on, ei voida määritellä, katsotaan hänen asuvan siinä sopimusvaltiossa, missä hän tavanomaisesti oleskelee. Milloin hän tavanomaisesti oleskelee kummassakin sopimusvaltiossa tai ei kummassakaan niistä, on sopimusvaltioiden asianomaisten viranomaisten sopimuksin ratkaistava asia. Milloin luonnollisen henkilön katsotaan tämän kohdan määräysten mukaisesti asuvan toisessa sopimusvaltiossa eikä toisessa sopimusvaltiossa, katsotaan hänen kaikissa tämän sopimuksen tarkoittamissa tapauksissa, 4 artikla (verotusta koskevat yleiset määräykset) mukaanluettuna, asuvan vain ensiksi mainitussa valtiossa.

4 ARTIKLA

Verotusta koskevat yleiset määräykset

1. Sopimusvaltiossa asuvaa henkilöä verotetaan toisessa sopimusvaltiossa vain tuossa toisessa sopimusvaltiossa olevista lähteistä saadusta tulosta tämän sopimuksen rajoitusten mukaisesti.

2. Tämän sopimuksen määräysten ei ole katsottava millään tavalla rajoittavan mitään poissulkemista, vapautusta, alennusta, hyvitystä tai muuta huojennusta, joita nyt tai myöhemmin myönnetään

a) toisen sopimusvaltion lain mukaan tämän valtion säätämää veroa määrättäessä, tai

b) minkä tahansa muun sopimusvaltioiden välisen sopimuksen nojalla.

3. Yhdysvallat voi verottaa kansalaisiaan ja siellä asuvia henkilöitä ikään kuin tämä sopimus ei olisi voimassa.

a) Tämä määräys ei vaikuta 5 artiklan (kaksinkertaisen verotuksen huojentaminen), 7 artiklan (syrjinnän kieltäminen) eikä 25 artiklan (sosiaaliturvasuoritukset) säännöksiin.

b) Tämä määräys ei vaikuta 20 (opettajat), 21 (opiskelijat ja harjoittelijat) ja 22 (julkiset tehtävät) artiklan eikä 23 artiklan (henkilökohtaista tuloa koskeviin artikloihin sovellettavat säännökset) 1 ja 2 kappaleiden säännöksiin, milloin niitä sovelletaan luonnollisiin henkilöihin, jotka eivät ole Yhdysvaltojen kansalaisia ja joilla ei ole siirtolaisen asemaa Yhdysvalloissa.

4. Sopimusvaltiossa olevasta lähteestä saadusta tulosta, johon tämän sopimuksen määräykset eivät nimenomaisesti ole sovellettavissa, verotetaan vain tässä valtiossa sen lainsäädännön mukaisesti.

5 ARTIKLA

Kaksinkertaisen verotuksen estäminen

Tulon kaksinkertainen verotus estetään seuraavasti:

1. Yhdysvallat myöntää kansalaisilleen ja siellä asuville henkilöille hyvityksenä Yhdysvaltojen verosta Suomesta saadusta tulosta suoritetun Suomen veron määrän (omaisuusveroa lukuunottamatta). Tämän määrän tulee perustua Suomeen suoritetun veron määrään, mutta se ei saa olla suurempi osa Yhdysvaltojen verosta kuin mitä Suomessa olevista lähteistä saadun nettotulon suhde on kokonaisnettotuloon. Artiklan 6 (tulolähde) säännöksiä on määriteltäessä tulolähdettä noudatettava myönnettäessä Yhdysvaltojen hyvitystä verrattuna Suomessa maksettuun veroon.

2. a) Milloin Suomessa asuva henkilö saa tuloa Yhdysvalloissa olevasta lähteestä tai omistaa siellä olevaa omaisuutta, joista tämän

sopimuksen määräysten mukaisesti voidaan verottaa Yhdysvalloissa, Suomen on myönnettävä, b-kohdassa tarkoitettua tapausta lukuunottamatta, vähennyksenä tulosta tai omaisuudesta maksettavasta Suomen verosta se osa, mikä kohdistuu tähän tuloon tai omaisuuteen.

b) Milloin Suomessa asuva henkilö saa osinkoa Yhdysvalloissa olevasta lähteestä, vähennetään Suomessa näistä osingoista menevästä Suomen verosta Yhdysvalloissa niistä maksetun veron määrä. Tämä vähennys ei kuitenkaan saa olla suurempi kuin se osa Suomen verosta, joka vastaa Yhdysvalloissa olevasta lähteestä saatujen osinkojen suhdetta koko Suomessa veronalaiseen nettotuloon.

c) Tämän kohdan alakohdan b) määräysten estämättä ovat yhdysvaltalaisen yhtiön suomalaiselle yhtiölle maksamat osingot vapaat Suomen verosta. Tätä vapautusta ei sovelleta, elleivät Suomen lainsäädännön mukaan osingot olisi vapaita Suomen verosta, jos ensiksi mainittu yhtiö olisi suomalainen eikä yhdysvaltalainen yhtiö.

d) Määrätessään tämän sopimuksen 1 artiklassa tarkoitettuja veroja tulee Suomen jättää ottamatta huomioon veron määräämisperusteena sellainen tulo ja omaisuus, mikä on verotettavaa vain Yhdysvalloissa tai mikä on vapautettu Suomen verosta tämän sopimuksen mukaan. Sanottu tulo tai omaisuus voidaan kuitenkin ottaa huomioon verokantaa määrättäessä Suomessa asuvia henkilöitä verotettaessa.

6 ARTIKLA

Tulolähde

Tätä sopimusta sovellettaessa:

1. Osinkoja pidetään sopimusvaltiosta saatuna tulona vain milloin

a) ne maksaa sanotussa sopimusvaltiossa oleva yhtiö tai

b) ne maksaa missä tahansa valtiossa oleva yhtiö, jos sinä kolmivuotiskautena (tai sanotun ajanjakson sellaisena osana, jona sanottu yhtiö on ollut olemassa), joka päättyy yhtiön osinkojen ilmoittamista edeltäneen verovuoden päättyessä, vähintään 80 % tällaisen yhtiön kaikista lähteistä saamasta kokonaistulosta koostui elinkeinosta saadusta sellaisesta tulosta, mikä voidaan katsoa saaduksi yhtiön tässä sopimusvaltiossa olevasta kiinteästä toimipaikasta.

Milloin osinko tämän kappaleen mukaan katsottaisiin kummassakin sopimusvaltiossa olevista lähteistä saaduksi tuloksi, katsotaan se vain b-kohdassa määritellyssä sopimusvaltiossa olevasta lähteestä saaduksi tuloksi.

2. Korkoa pidetään sopimusvaltiossa olevista lähteistä saatuna tulona vain milloin

a) koron maksaa sopimusvaltio, sen julkisoikeudellinen yhdyskunta tai sanotussa sopimusvaltiossa asuva henkilö, tai

b) sen maksaa missä tahansa valtiossa oleva yhtiö, jos sinä kolmivuotiskautena (tai sanotun ajanjakson sellaisena osana, jona sanottu yhtiö on ollut olemassa), joka päättyy yhtiön verovuoden päättyessä, mikä edeltää koron maksamista, ainakin 80 % tällaisen yhtiön kaikista lähteistä saamasta kokonaistulosta koostui elinkeinosta saadusta sellaisesta tulosta, mikä voidaan katsoa saaduksi yhtiön tässä sopimusvaltiossa olevasta kiinteästä toimipaikasta.

Milloin korko tämän kohdan mukaan katsottaisiin kummassakin sopimusvaltiossa olevista lähteistä saaduksi tuloksi, katsotaan se vain alakohdassa b määritellyssä sopimusvaltiossa olevasta lähteestä saaduksi tuloksi.

3. Tämän sopimuksen 14 artiklan 2 kohdassa mainittuja, sanotussa kohdassa tarkoitetun omaisuuden käyttämisestä tai käyttöoikeudesta saatuja rojalteja pidetään sopimusvaltiossa olevasta lähteestä saatuna tulona vain, jos ne maksetaan tässä sopimusvaltiossa sijaitsevan omaisuuden käytöstä tai käyttöoikeudesta.

4. Kiinteästä omaisuudesta saatu tulo (myös tällaisen omaisuuden myynnistä saatu myyntivoitto, ei kuitenkaan korkoa kiinnityslainoista tai obligaatioista, joiden vakuutena on kiinteä omaisuus) sekä rojaltit, jotka saadaan kaivosten, louhosten tai muiden luonnonvarojen käyttämisestä, katsotaan sopimusvaltiossa olevasta lähteestä saaduksi tuloksi vain, jos tällainen omaisuus sijaitsee tässä sopimusvaltiossa.

5. Henkilökohtaisen irtaimen omaisuuden vuokrauksesta saatu tulo katsotaan sopimusvaltiossa olevasta lähteestä saaduksi tuloksi vain, jos tällainen omaisuus sijaitsee tässä sopimusvaltiossa.

6. Luonnollisen henkilön (työsuhteessa tai itsenäisenä) suorittamasta henkilökohtaisesta työstä tai palveluksesta saamaa tuloa pidetään sopimusvaltiossa olevasta lähteestä saatuna tulona vain, jos työ tai palvelus on tehty tässä sopimusvaltiossa. Jos henkilökohtainen työ on tehty osittain sopimusvaltiossa ja osittain sen ulkopuolella, siitä saatuja tuloja pidetään osaksi sopimusvaltiosta, osaksi sen ulkopuolelta saatuina. Tuloa, joka on saatu sopimusvaltiossa asuvan henkilön liikennöimällä ja siellä rekisteröidyllä laivalla tai ilma- aluksella suoritetusta henkilökohtaisesta työstä tai palveluksesta (työn tai palveluksen perusteella suoritetut eläkkeet ja elinkorot mukaanluettuina), pidetään sopimusvaltiossa olevasta lähteestä saatuna tulona, jos työn tai palveluksen suorittaa laivan tai ilma-aluksen miehistön vakinainen jäsen.

7. Henkilökohtaisen aineellisen tai aineettoman (myös irtaimen) omaisuuden ostamisesta ja myymisestä saatu tulo katsotaan sopimusvaltiossa olevasta lähteestä saaduksi tuloksi vain, jos tällainen omaisuus myydään tässä sopimusvaltiossa.

8. Kohtien 1-7 määräyksistä huolimatta, elinkeinosta saatua tuloa, joka kuuluu sopimusvaltiossa asuvalla tulonsaajalla toisessa sopimusvaltiossa olevaan kiinteään toimipaikkaan, mukaanlukien tulot, joita tarkoitetaan 12 (osingot), 13 (korot), 14 (rojaltit), 15 (kiinteästä omaisuudesta saatu tulo) ja 16 (myyntivoitto) artiklassa ja jotka johtuvat kiinteään toimipaikkaan välittömästi liittyvistä oikeuksista tai omaisuudesta, pidetään toisessa sopimusvaltiossa olevasta lähteestä saatuna tulona. Määrättäessä, liittyykö omaisuus tätä sopimusta sovellettaessa välittömästi kiinteään toimipaikkaan, on otettava huomioon se, käytetäänkö tai pidetäänkö omaisuutta liikkeen harjoittamista varten tässä kiinteässä toimipaikassa ja johtuuko tällaisesta omaisuudesta saatu tulo todella tässä kiinteässä toimipaikassa harjoitetusta toiminnasta. Tässä tarkoituksessa asianmukaista huomiota on kiinnitettävä siihen, onko sellainen omaisuus tai tulo kirjattu tähän kiinteään toimipaikkaan kuuluvaksi.

9. Kaikkien niiden tulojen lähteen, joihin tämän artiklan määräykset eivät nimenomaan sovellu, määrittelee kumpikin sopimuspuoli lainsäädäntönsä mukaisesti. Jos jonkin tulon lähde toisen sopimusvaltion lakien mukaan on erilainen kuin sellaisen tulon lähde toisen sopimusvaltion lakien mukaan, sopimusvaltioiden asianomaiset viranomaiset voivat, tämän kohdan ensimmäisestä lauseesta riippumatta, estääkseen kaksinkertaisen verotuksen tai edistääkseen tämän sopimuksen jotakin muuta tarkoitusta, sopia yhteisestä tulolähteen määrittelystä tätä sopimusta varten.

7 ARTIKLA

Syrjinnän kieltäminen

1. Toisessa sopimusvaltiossa asuva sopimusvaltion kansalainen ei tuossa toisessa sopimusvaltiossa saa joutua raskaampien verojen alaiseksi kuin siellä asuva tuon toisen sopimusvaltion kansalainen.

2. Sopimusvaltiossa asuvan henkilön toisessa sopimusvaltiossa olevaan kiinteään toimipaikkaan kohdistuva verotus ei saa olla epäedullisempi kuin siinä valtiossa asuvaan samanlaista toimintaa harjoittavaan henkilöön siellä kohdistuva verotus. Tämän säännöksen ei ole katsottava velvoittavan sopimusvaltiota myöntämään toisessa sopimusvaltiossa asuville henkilöille verotuksessa siviilisäädyn tai perheen huoltovelvollisuuksien vuoksi sellaisia henkilökohtaisia vähennyksiä, huojennuksia eikä veronalennuksia, joita se myöntää maassaan asuville henkilöille.

3. Milloin sopimusvaltiossa olevan yhtiön pääoman välittömästi tai välillisesti, kokonaan tai osaksi omistaa tai pääomasta siten määrää toisessa sopimusvaltiossa asuva henkilö tai henkilöt, ei sille ensiksi mainitussa valtiossa saa määrätä muita tai raskaampia veroja eikä verotukseen liittyviä velvoituksia kuin ne, joiden kohteeksi joutuu tai saattaa joutua ensiksi mainitussa sopimusvaltiossa oleva muu samanlaista toimintaa harjoittava yhtiö, silloin kun sen pääoman kokonaan omistaa ensiksi mainitussa valtiossa asuva henkilö tai henkilöt.

8 ARTIKLA

Liiketulo

1. Sopimusvaltiossa asuvaa henkilöä verotetaan elinkeinosta saadusta tulosta vain tässä valtiossa, jollei henkilö harjoita elinkeinoa toisessa

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sopimusvaltiossa siellä olevasta kiinteästä toimipaikasta. Milloin henkilö harjoittaa liiketoimintaa sanotuin tavoin, toinen sopimusvaltio voi verottaa tätä henkilöä siten saadusta tulosta, mutta vain kiinteään toimipaikkaan kuuluvasta tulon osasta.

2. Milloin sopimusvaltiossa asuva henkilö harjoittaa liiketoimintaa toisessa sopimusvaltiossa siellä olevasta kiinteästä toimipaikasta, on kummassakin sopimusvaltiossa kiinteään toimipaikkaan kuuluvaksi katsottava se elinkeinosta saatu tulo, mikä voitaisiin katsoa tähän toimipaikkaan kuuluvaksi, jos kiinteä toimipaikka olisi ollut samalla tai samanlaisella alalla samojen tai samanlaisten edellytysten vallitessa toimiva itsenäinen yritys, joka vapaasti päättää liiketoimista sen henkilön kanssa, jonka kiinteä toimipaikka se on.

3. Kiinteän toimipaikan tuloa määrättäessä on vähennyksiksi hyväksyttävä tähän tuloon perustellusti liittyvät menot niiksi luettuina johto- ja muut yleiset hallintomenot riippumatta siitä onko ne suoritettu siinä valtiossa, missä kiinteä toimipaikka on, vai muualla.

4. Tuloa ei ole katsottava muodostuvan kiinteälle toimipaikalle pelkästään sen perusteella, että kiinteä toimipaikka tai henkilö, jonka kiinteästä toimipaikasta on kysymys, on ostanut tavaroita tämän henkilön lukuun.

5. Sanonta "sopimusvaltiossa asuvan henkilön elinkeinosta saama tulo" käsittää tulon, joka saadaan teollisesta toiminnasta, kaupasta, maataloudesta, kalastuksesta ja kaivostoiminnasta, alusten ja ilma-alusten liikennöimisestä, henkilökohtaisten palvelusten hankinnasta ja välittämisestä, henkilökohtaisen omaisuuden vuokraamisesta, vakuutustoiminnasta sekä vuokrat ja rojaltit elokuvafilmeistä ja radio- tai televisiolähetyksissä käytettävistä nauhoista ja filmeistä. Se käsittää myös tulon, joka saadaan kiinteästä omaisuudesta ja

luonnonvaroista sekä osingot, korot ja rojaltit (niinkuin ne on määritelty 14 artiklan 2 kohdassa) sekä myyntivoitot, kuitenkin vain, jos oikeus tai omaisuus, josta tällainen tulo, osinko, korko, rojalti tai myyntivoitto kertyy, liittyy välittömästi kiinteään toimipaikkaan, joka sen sopimusvaltiossa asuvalla saajalla on toisessa sopimusvaltiossa. Se ei käsitä tuloa, jonka luonnollinen henkilö saa korvauksena joko työntekijänä tai itsenäisesti suorittamastaan henkilökohtaisesta työstä tai palveluksesta.

9 ARTIKLA

Kiinteä toimipaikka

1. Sanonnalla "kiinteä toimipaikka" tarkoitetaan tässä sopimuksessa kiinteätä liikepaikkaa, jossa sopimusvaltiossa asuva henkilö harjoittaa elinkeinoa.

2. Kiinteäksi toimipaikaksi katsotaan erityisesti

a) liikkeen johtopaikka;

b) sivuliike;

c) toimisto;

d) tuotantolaitos;

e) työpaja;

f) varasto;

g) kaivos, louhos tai muu luonnonvarojen irroittamispaikka;

h) yli kahdentoista kuukauden ajan kestävän rakennus-, asennus- tai kokoonpanotyön suorituspaikka.

3. Tämän artiklan 1 ja 2 kohdan määräyksistä huolimatta kiinteänä toimipaikkana ei pidetä kiinteää liikepaikkaa, jota käytetään vain johonkin tai joihinkin seuraavista tarkoituksista:

a) tilojen käyttäminen sopimusvaltiossa asuvalle henkilölle kuuluvien tavaroiden varastoimiseen, näytteillä pitämiseen tai lähettämiseen;

b) sopimusvaltiossa asuvalle henkilölle kuuluvan tavaravaraston pitämiseen varastoimista, näytteille panoa tai lähettämistä varten;

c) sopimusvaltiossa asuvalle henkilölle kuuluvan tavaravaraston pitämiseen toisen henkilön toimesta suoritettavaa muokkaamista tai jalostamista varten;

d) kiinteän liikepaikan pitäminen tavaroiden ostamista tai tietojen hankkimista sopimusvaltiossa asuvaa henkilöä varten;

e) kiinteän liikepaikan pitäminen sopimusvaltiossa asuvan henkilön lukuun tapahtuvaa mainontaa, tietojen keruuta, tieteellistä tutkimusta tai muuta sellaista luonteeltaan valmistelevaa tai avustavaa toimintaa varten.

4. Henkilön, joka toimii sopimusvaltiossa toisessa sopimusvaltiossa asuvan henkilön puolesta olematta 5 kohdassa tarkoitettu itsenäinen edustaja, katsotaan muodostavan kiinteän toimipaikan ensiksi mainitussa valtiossa, mikäli tällä henkilöllä on valtuus tehdä tässä valtiossa sopimuksia toisessa sopimusvaltiossa asuvan henkilön nimissä ja hän sitä siellä tavanomaisesti käyttää, paitsi milloin hänen toimintansa rajoittuu tavaroiden ostamiseen toisessa sopimusvaltiossa asuvan henkilön puolesta.

5. Sen estämättä, mitä 4 kohdassa on sanottu, ei sopimusvaltiossa asuvalla henkilöllä katsota olevan kiinteätä toimipaikkaa toisessa sopimusvaltiossa pelkästään sen vuoksi, että hän harjoittaa liiketoimintaa siinä valtiossa välittäjän, yleisen kaupinta-agentin tai muun itsenäisen edustajan välityksellä, milloin nämä henkilöt toimivat säännöllisen liiketoimintansa rajoissa.

6. Pelkästään sitä seikkaa, että sopimusvaltiossa asuva henkilö on kiinteässä liikesuhteessa toisessa sopimusvaltiossa asuvaan henkilöön tai henkilöön, joka toisessa sopimusvaltiossa harjoittaa elinkeinoa (joko kiinteästä toimipaikasta tai muuten), ei oteta huomioon määriteltäessä, onko ensiksi mainitussa sopimusvaltiossa asuvalla henkilöllä kiinteä toimipaikka toisessa sopimusvaltiossa.

10 ARTIKLA

Meri- ja ilmakuljetukset

Tulosta, jonka sopimusvaltiossa asuva henkilö saa käyttämällä tässä samassa sopimusvaltiossa rekisteröityjä aluksia tai ilma-aluksia kansainväliseen liikenteeseen, verotetaan 8 artiklan määräyksistä huolimatta vain tässä sopimusvaltiossa.

11 ARTIKLA

Kiinteässä yhteydessä keskenään olevat henkilöt

1. Milloin sopimusvaltiossa asuva henkilö, joka saa elinkeinosta tuloa sopimusvaltiosta, ja toinen henkilö ovat kiinteässä yhteydessä keskenään ja he ovat sopineet järjestelyistä tai soveltavat keskenään ehtoja, jotka poikkeavat siitä, mitä riippumattomien henkilöiden välillä olisi sovittu, voidaan tulo, joka olisi voinut kertyä sopimusvaltiossa asuvalle henkilölle, jollei näitä järjestelyjä tai ehtoja olisi ollut, lukea tämän henkilön tuloon tätä sopimusta sovellettaessa ja verottaa sen mukaisesti.

2. a) Muu henkilö kuin yhtiö on kiinteässä yhteydessä yhtiöön, milloin tällainen henkilö osallistuu välittömästi tai välillisesti yhtiön johtoon tai valvontaan tai omistaa osan sen pääomasta.

b) Yhtiö on kiinteässä yhteydessä toiseen yhtiöön, milloin se osallistuu välittömästi tai välillisesti toisen johtoon tai valvontaan tai omistaa osan sen pääomasta taikka milloin henkilö tai henkilöt osallistuvat molempien yhtiöiden johtoon tai valvontaan tai omistavat osan molempien yhtiöiden pääomasta.

12 ARTIKLA

Osingot

1. Sopimusvaltiossa olevista lähteistä toisessa sopimusvaltiossa asuvalle henkilölle kertyneistä osingoista voidaan verottaa tässä toisessa sopimusvaltiossa.

2. Sopimusvaltiossa olevista lähteistä toisessa sopimusvaltiossa asuvalle henkilölle kertyneistä osingoista voidaan myös verottaa ensiksi mainitussa sopimusvaltiossa, mutta näihin osinkoihin kohdistuva vero ei saa olla suurempi kuin:

a) 15 prosenttia todella jaetusta määrästä; tai

b) kun saaja on yhtiö, 5 prosenttia todella jaetusta määrästä, milloin

i) saajayhtiö on sen ajan maksavan yhtiön verovuodesta, joka edeltää osingon maksupäivää, ja koko tätä vuotta edeltäneen verovuoden ajan (jos sellainen on) omistanut vähintään 10 prosenttia maksavan yhtiön liikkeellä olevasta äänioikeutetusta osakekannasta, ja

ii) enintään 25 prosenttia osinkoa maksavan yhtiön kokonaistulosta tällaisena aikaisempana verovuotena (jos sellainen on) on muodostunut koroista ja osingoista (muista kuin pankki-, vakuutus-

tai rahoitustoiminnasta saaduista koroista ja osingoista tai koroista tytäryhtiöiltä, joiden liikkeelle lasketusta äänioikeutetusta osakekannasta maksava yhtiö osingot tai korot saadessaan on omistanut vähintään 50 prosenttia).

3. Tämän artiklan 2 kohtaa ei sovelleta, milloin sopimusvaltiossa asuvalla osingon saajalla on kiinteä toimipaikka toisessa sopimusvaltiossa ja osakkeet, joiden perusteella osingot on maksettu, välittömästi liittyvät tähän kiinteään toimipaikkaan. Tässä tapauksessa sovelletaan 8 artiklan määräyksiä.

4. Tämän artiklan 2 kohtaa sovellettaessa eivät Yhdysvalloissa asuvan henkilön Suomessa olevista lähteistä saamista osingoista maksettava Suomen tulovero sekä sen suomalaisessa yhtiössä omistamista osakkeista maksettava Suomen omaisuusvero yhteensä saa ylittää

a) 15 prosenttia jaetusta määrästä, tai

b) milloin saajana on yhtiö, 5 prosenttia jaetusta määrästä,

mikäli 2 b-kohdan alakohtien i ja ii vaatimukset täytetään.

13 ARTIKLA

Korot

1. Sopimusvaltiossa olevista lähteistä toisessa sopimusvaltiossa asuvalle henkilölle kertyneistä koroista verotetaan vain tässä toisessa sopimusvaltiossa.

2. Milloin sopimusvaltiossa asuvalla koronsaajalla on toisessa sopimusvaltiossa, mistä korko kertyy, kiinteä toimipaikka, johon maksetun koron perustana oleva saatava välittömästi liittyy, ei 1 kohdan määräyksiä sovelleta. Tässä tapauksessa sovelletaan 8 artiklan määräyksiä.

3. Milloin suoritettu korko velallisen ja velkojan tai heidän molempien ja kolmannen henkilön välillä olevan erityisen suhteen vuoksi ylittää koron perusteena olevaan velkaan nähden määrän, mistä velallinen ja velkoja ilman tällaista suhdetta olisivat sopineet, sovelletaan tämän artiklan määräyksiä vain viimeksi tarkoitetun määrän osalta. Tässä tapauksessa verotetaan ylimenevästä osasta asianomaisen sopimusvaltion lakien mukaan, ottaen huomioon asianmukaisesti tämän sopimuksen muut määräykset.

4. Sanonnalla "korko" tarkoitetaan tässä artiklassa tuloa, joka on saatu valtion velkakirjoista, obligaatioista tai debentuureista, myös silloin kun niiden vakuutena on kiinnitys tai niihin liittyy oikeus voittoon, tai mistä tahansa muusta saatavasta, samoin kuin muunkinlaista tuloa, joka sen valtion verolainsäädännön mukaan, jossa tulon lähde on, katsotaan velaksiannosta saaduksi tuloksi.

14 ARTIKLA

Rojaltit

1. Sopimusvaltiossa olevista lähteistä kertyneistä toisessa sopimusvaltiossa asuvalle henkilölle maksetuista rojalteista verotetaan vain tässä toisessa valtiossa.

2. Sanonnalla "rojalti" tarkoitetaan tässä artiklassa

a) kaikenlaisia suorituksia, jotka on maksettu korvauksena tämän artiklan 3 kohdassa mainitun omaisuuden käyttämisestä tai käyttöoikeudesta taikka tiedosta, kokemuksesta tai taidosta (know how), sekä

b) tämän artiklan 3 kohdassa mainitun omaisuuden myynnistä tai muusta luovutuksesta saatuja myyntivoittoja siinä laajuudessa kuin tällaisesta myynnistä tai luovutuksesta saadut määrät kokonaan tai

osaksi liittyvät tällaisen omaisuuden tuottavuuteen, käyttöön tai luovutukseen.

3. Tämän artiklan 2 kohdassa mainittu omaisuus käsittää tekijänoikeudet, taiteelliset ja tieteelliset työt, patentit, mallit, muotit, kaavat, salaiset menettelytavat tai valmistusohjeet, tavaramerkit ja muun samankaltaisen omaisuuden tai oikeuden sekä teollisen, kaupallisen ja tieteellisen välineistön.

4. Milloin sopimusvaltiossa asuvalla rojaltin saajalla on toisessa sopimusvaltiossa, josta rojalti kertyy, kiinteä toimipaikka, johon rojaltien perusteena oleva oikeus tai omaisuus välittömästi liittyy, ei 1 kohdan määräyksiä sovelleta. Tässä tapauksessa sovelletaan 8 artiklan määräyksiä.

5. Milloin maksettu rojalti sen maksajan ja saajan tai heidän molempien ja kolmannen henkilön välillä olevan erityisen suhteen vuoksi ylittää rojaltin perusteena olevaan käyttöön, oikeuteen tai tietoon nähden määrän, mistä maksaja ja saaja ilman tällaista suhdetta olisivat sopineet, sovelletaan tämän artiklan määräyksiä vain viimeksi tarkoitetun määrän osalta. Tässä tapauksessa verotetaan ylimenevästä osasta kummankin sopimusvaltion lakien mukaan, ottaen asianmukaisesti huomioon tämän sopimuksen muut määräykset.

15 ARTIKLA

Kiinteästä omaisuudesta saatu tulo

1. Kiinteästä omaisuudesta saadusta tulosta, mukaanluettuna kaivosten, louhosten tai muiden luonnonvarojen käyttämisestä saadut rojaltit, sekä sellaisen omaisuuden tai rojaltien perusteena olevan oikeuden myynnistä, vaihdosta tai muusta vastikkeellisesta luovutuksesta saadusta voitosta voidaan verottaa siinä sopimusvaltiossa, missä sellainen kiinteä omaisuus, kaivokset,

louhokset tai muut luonnonvarat sijaitsevat. Tätä artiklaa sovellettaessa ja ottaen huomioon 6 artiklan (tulolähde) 4 kohdan määräykset ei korkoa kiinnelainoista tai obligaatioista, joiden vakuutena on kiinteä omaisuus tai tässä kohdassa mainittu rojalti, ole pidettävä kiinteästä omaisuudesta saatuna tulona.

2. Tämän artiklan 1 kohdan määräyksiä sovelletaan tuloon, joka saadaan kiinteistön nautinnasta, välittömästä käytöstä, vuokralle antamisesta tai mistä tahansa muusta kiinteän omaisuuden käyttämisestä.

16 ARTIKLA

Myyntivoitto

1. Sopimusvaltiossa asuvaa henkilöä verotetaan omaisuuden myynnistä tai vaihtamisesta saadusta voitosta vain tässä valtiossa.

2. Tämän artiklan 1 kohtaa ei sovelleta, milloin

a) myyntivoiton saa sopimusvaltiossa asuva henkilö ja se kertyy 15 artiklassa (kiinteästä omaisuudesta saatu tulo) mainitun toisessa sopimusvaltiossa sijaitsevan omaisuuden myynnistä tai vaihtamisesta,

b) sopimusvaltiossa asuvalla myyntivoiton saajalla on toisessa sopimusvaltiossa kiinteä toimipaikka, johon omaisuus, josta myyntivoitto saadaan, välittömästi liittyy, tai

c) sopimusvaltiossa asuva myyntivoiton saava luonnollinen henkilö

i) pitää kiinteää paikkaa toisessa sopimusvaltiossa, ja omaisuus, josta voitto kertyy, välittömästi liittyy tähän paikkaan, tai

ii) oleskelee toisessa sopimusvaltiossa, yhdessä tai useammassa jaksossa, yhteensä yli 183 päivää verovuoden aikana.

3. Tämän artiklan 2 b-kohdassa mainittuihin voittoihin sovelletaan 8 artiklan (liiketulo) määräyksiä.

17 ARTIKLA

Omaisuusvero

1. Tämän sopimuksen 15 artiklassa (kiinteä omaisuus) tarkoitetusta omaisuudesta voidaan verottaa siinä sopimusvaltiossa, missä omaisuus on.

2. Mikäli 3 kohdan määräyksistä ei muuta johdu, voidaan muusta kuin 1 kohdassa mainitusta omaisuudesta, joka välittömästi kuuluu sopimusvaltiossa asuvan henkilön kiinteään toimipaikkaan, verottaa siinä valtiossa, missä kiinteä toimipaikka sijaitsee.

3. Sopimusvaltiossa asuvan henkilön alukset ja ilma-alukset, jotka on rekisteröity tässä sopimusvaltiossa, sekä muu kuin 1 kohdassa tarkoitettu liikenteen harjoittamiseen näillä aluksilla ja ilma-aluksilla käytetty omaisuus, ovat toisessa sopimusvaltiossa vapaat verosta.

4. a) Kaikki muu Suomessa asuvalle henkilölle kuuluva omaisuus, jota edellä tässä artiklassa ei ole käsitelty, on vapaa Yhdysvaltojen verosta.

b) Kaikki muu Yhdysvalloissa asuvalle henkilölle kuuluva omaisuus, jota edellä tässä artiklassa ei ole käsitelty, on vapaa Suomen verosta.

18 ARTIKLA

Itsenäinen henkilökohtainen työ

1. Sopimusvaltiossa asuvan henkilön itsenäisestä toiminnasta saamasta tulosta verotetaan vain tässä valtiossa, jollei tällaista toimintaa ole harjoi-

tettu toisessa sopimusvaltiossa. Toisessa sopimusvaltiossa harjoitetusta itsenäisestä toiminnasta saadusta tulosta voidaan verottaa tässä toisessa valtiossa.

2. Sopimusvaltiossa asuvan henkilön toisessa sopimusvaltiossa suorittamasta itsenäisestä toiminnasta saama tulo on 1 kohdan määräysten estämättä verosta vapaa toisessa sopimusvaltiossa, milloin tulon saaja oleskelee toisessa sopimusvaltiossa yhdessä tai useammassa jaksossa enintään 183 päivää verovuoden aikana.

19 ARTIKLA

Epäitsenäinen henkilökohtainen työ

1. Palkkiosta, palkasta ja muusta vastaavasta hyvityksestä, jonka sopimusvaltiossa asuva henkilö saa työstä tai henkilökohtaisista palveluksista, verotetaan vain tässä sopimusvaltiossa, jollei työ tai henkilökohtainen palvelus ole tehty toisessa sopimusvaltiossa, Hyvityksestä, joka saadaan tässä toisessa sopimusvaltiossa tehdystä työstä tai henkilökohtaisista palveluksista, voidaan verottaa tässä toisessa valtiossa.

2. Tämän artiklan 1 kohdan määräysten estämättä ei sopimusvaltiossa asuvan henkilön toisessa sopimusvaltiossa tekemästä työstä saamasta hyvityksestä veroteta toisessa valtiossa, jos

a) tulon saaja oleskelee toisessa valtiossa yhdessä tai useammassa jaksossa yhteensä enintään 183 päivää verovuoden aikana, ja

b) työnantaja, joka suorittaa hyvityksen tai jonka puolesta se suoritetaan, ei asu toisessa valtiossa, sekä

c) hyvityksellä ei rasiteta työnantajan toisessa valtiossa olevaa kiinteää toimipaikkaa.

3. Luonnollisen henkilön sopimusvaltiossa rekisteröidyillä ja samassa sopimusvaltiossa asuvan henkilön liikenteeseen käyttämillä aluksilla tai ilmaaluksilla suorittamista henkilökohtaisista palveluksista saama hyvitys on verosta vapaa toisessa sopimusvaltiossa, milloin hän kuuluu aluksen tai ilmaaluksen vakinaiseen miehistöön.

20 ARTIKLA

Opettajat

1. Luonnollinen henkilö, joka asuu sopimusvaltiossa aloittaessaan oleskelunsa toisessa sopimusvaltiossa ja joka toisen sopimusvaltion hallituksen tai yliopiston tai muun toisessa sopimusvaltiossa olevan hyväksytyn opetuslaitoksen kutsusta oleskelee viimeksi mainitussa sopimusvaltiossa pääasiallisena tarkoituksenaan harjoittaa yliopistossa tai muussa hyväksytyssä oppilaitoksessa opetustointa tai tutkimustyötä tahi molempia, on viimeksi mainitussa sopimusvaltiossa vapaa henkilökohtaisista palveluksistaan opetustehtävissä tai tutkimustyössä sanontunlaisessa opetuslaitoksessa tai muussa sellaisessa laitoksessa saamastaan tulosta suoritettavasta verosta enintään kahden vuoden ajan viimeksi mainittuun sopimusvaltioon saapumisestaan lukien.

2. Tätä artiklaa ei sovelleta sellaisesta tutkimustyöstä saatuun tuloon, jota ei tehdä julkisen edun vuoksi, vaan pääasiallisesti jonkun tietyn henkilön tai henkilöiden yksityiseksi hyödyksi.

21 ARTIKLA

Opiskelijat ja harjoittelijat

1. a) Luonnollinen henkilö, joka asuu sopimusvaltiossa aloittaessaan oleskelunsa toisessa sopimusvaltiossa ja joka tilapäisesti oleskelee toisessa sopimusvaltiossa pääasiallisena tarkoituksenaan

i) opiskella toisessa sopimusvaltiossa olevassa yliopistossa tai muussa hyväksytyssä opetuslaitoksessa, tai

ii) saada koulutusta saavuttaakseen ammattipätevyyden tai pätevyyden ammatilliseen erikoistumiseen, tai

iii) opiskella tai tehdä tutkimustyötä hallituksen tai uskonnollisen, hyväntekeväisyystieteellisen, kirjallisen tai kasvatuksellisen järjestön myöntämän stipendin, apurahan tai palkkion saajana,

on verosta vapaa toisessa sopimusvaltiossa alakohdassa b mainittujen määrien osalta.

b) Alakohdassa a tarkoitetut määrät käsittävät

i) ylläpitoa, koulutusta, opiskelua, tutkimustyötä tai harjoittelua varten ulkomailta saadut lahjan luontoiset erät;

ii) stipendit, apurahat ja palkkiot, sekä

iii) toisessa sopimusvaltiossa suoritetuista henkilökohtaisista palveluksista saadut enintään 2 000 Yhdysvaltain dollariin tai vastaavaan määrään Suomen markkoina kunakin verovuonna nousevat tulot.

c) Tässä kohdassa tarkoitetut edut myönnetään vain sellaiseksi ajaksi, jota voidaan pitää kohtuullisena tai tavanomaisesti välttämättömänä asianomaisen oleskelun tarkoituksen toteuttamiseksi, mutta luonnollinen henkilö ei missään tapauksessa saa tässä tai 20 artiklassa (opettajat) tarkoitettuja etuja yhteensä viittä verovuotta pitempänä aikana.

2. Luonnollinen henkilö, joka asuu sopimusvaltiossa aloittaessaan oleskelunsa toisessa sopimusvaltiossa ja joka on toisessa sopimusvaltiossa ensiksi mainitussa valtiossa asuvan henkilön palveluksessa tai tämän kanssa teke-

mänsä sopimuksen perusteella pääasiallisena tarkoituksenaan

a) hankkia teknillistä, ammatillista tai kaupallista kokemusta muulta kuin ensiksi mainitussa valtiossa asuvalta henkilöltä tai yhtiöltä, jonka äänioikeutetusta osakekannasta sanottu ensikai mainitussa valtiossa asuva henkilö omistaa 50 prosenttia tai enemmän, tai

b) opiskella toisessa sopimusvaltiossa olevassa yliopistossa tai muussa hyväksytyssä opetuslaitoksessa,

on yhden verovuoden aikana vapaa toisen sopimusvaltion verosta henkilökohtaisista palveluksista 12 peräkkäisen kuukauden aikana saamastaan enintään 5 000 Yhdysvaltain dollarin määrästä tai vastaavasta määrästä Suomen markkoina.

3. Luonnollinen henkilö, joka asuu sopimusvaltiossa aloittaessaan oleskelunsa toisessa sopimusvaltiossa ja joka on toisessa sopimusvaltiossa enintään yhden vuoden ajan osallistuakseen toisen sopimusvaltion hallituksen tukemaan ohjelmaan pääasiallisena tarkoituksenaan harjoittelu, tutkimustyö tai opiskelu, on verosta vapaa toisessa sopimusvaltiossa siellä suorittamistaan henkilökohtaisista palveluksista saamistaan tuloista, jotka liittyvät sanottuun harjoitteluun, tutkimustyöhön ja opiskeluun enintään 10 000 Yhdysvaltain dollarin tai sitä vastaavan määrän osalta Suomen markkoina.

22 ARTIKLA

Julkiset tehtävät

1. Hyvitykset, samoin kuin eläkkeet, jotka suoritetaan Yhdysvaltojen, sen osan tai paikallisen viranomaisen varoista tai rahastoista Yhdysvaltojen kansalaiselle hänen Yhdysvalloille tai sen osalle virkamiehenä tekemiensä palveluksien perusteella, ovat vapaat Suomen verosta.

2. Hyvitykset, samoin kuin eläkkeet, jotka suoritetaan Suomen Tasavallan, sen osan, paikallisen viranomaisen tai julkisoikeudellisen yhdyskunnan varoista tai rahastoista Suomen kansalaiselle hänen Suomen Tasavallalle, sen osalle, paikalliselle viranomaiselle tai julkisoikeudelliselle yhdyskunnalle virkamiehenä tekemiensä palvelusten perusteella, ovat vapaat Yhdysvaltojen verosta.

23 ARTIKLA

Henkilökohtaista tuloa koskeviin artikloihin sovellettavat säännökset

1. Artikloja 18-22 sovelletaan matkakustannusten korvauksiin, mutta tällaisia kustannuksia ei saa ottaa lukuun laskettaessa 21 artiklan mukaisten vapautusten enimmäismääriä.

2. Jos luonnollinen henkilö voi saada hyväkseen useamman kuin yhden 18-22 artiklan määräysten mukaisista eduista hän voi soveltaa hänen kannaltaan edullisinta määräystä. Kuitenkin on sovellettavan artiklan suomista eduista vähennettävä mahdollisesti aikaisemmin 18-22 artiklan määräysten nojalla myönnetyt edut.

3. Sopimusvaltiossa asuva luonnollinen henkilö, joka tilapäisesti oleskelee toisessa sopimusvaltiossa ja joka on oikeutettu vapautukseen verosta tässä toisessa sopimusvaltiossa 20 artiklan (opettajat) tai 21 artiklan (opiskelijat ja harjoittelijat) mukaan, saa ensiksi mainitussa sopimusvaltiossa vähentää veronalaisista tuloistaan kaikki matkakustannukset (matkaliput, ateriat sekä majoituskulut sekä muut matkasta johtuvat kustannukset mukaan luettuina), jotka ovat syntyneet matkustettaessa sopimusvaltiosta toiseen, sekä kaikki tavanomaiset ja välttämättömät elinkustannukset (ateriat ja majoitus mukaan lukien), jotka ovat syntyneet tilapäisen oleskelun aikana tässä

toisessa sopimusvaltiossa. Tämän kohdan mukaisesti vähennyskelpoisten kustannusten katsotaan muodostavan yhteenlaskettuna vähintään 30 prosenttia 20 tai 21 artiklan nojalla verosta vapaasta tulosta.

24 ARTIKLA

Yksityiset eläkkeet ja elinkorot

1. Aikaisemman työsuhteen perusteella sopimusvaltiossa asuvalle henkilölle maksetuista eläkkeistä ja muista samanluontoisista hyvityksistä, 22 artiklassa mainittuja lukuunottamatta, verotetaan vain tässä sopimusvaltiossa.

2. Sopimusvaltiossa asuvalle henkilölle maksetusta elatusavusta ja elinkorosta verotetaan vain tässä sopimusvaltiossa.

3. Tässä artiklassa sanonta "elinkorko" tarkoittaa määriteltyä summaa, joka toistuvasti suoritetaan tiettyinä aikoina, elinkautena tai määrävuosien kuluessa, velvoitukseen perustuvana oikean ja täyden suorituksen (muun kuin palveluksen) vastasuorituksena.

4. Tässä artiklassa sanonta "eläkkeet ja muut samanluontoiset hyvitykset" tarkoittaa toistuvaismaksuja, jotka suoritetaan eläkkeelle siirtymisen jälkeen korvauksena palveluksesta tai aikaisemmassa palveluksessa saadusta ruumiinvammasta.

25 ARTIKLA

Sosiaaliturvasuoritukset

Sopimusvaltion ja Suomen osalta myös julkisoikeudellisen yhdyskunnan toisessa sopimusvaltiossa asuvalle luonnolliselle henkilölle suorittamat sosiaaliturvasuoritukset ja muut julkiset eläkkeet (riippumatta siitä, ovatko ne työnantajan tai työntekijän maksuosuuksia tai niiden lisäystä) verotetaan vain ensiksi mainitussa sopimusvaltiossa. Tätä artiklaa ei kuitenkaan sovel-

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leta 22 artiklassa (julkiset tehtävät) tarkoitettuihin suorituksiin.

26 ARTIKLA

Diplomaatit ja konsulit

Tämä sopimus ei koske kansainvälisen oikeuden yleisten sääntöjen tai erityisten sopimusten määräysten mukaisia diplomaattisten tai konsulivirkamiesten verotuksellisia erioikeuksia.

27 ARTIKLA

Sijoitus- ja holding-yhtiöt

Sopimusvaltiossa asuva yhtiö, joka saa osinkoja, korkoja tai rojalteja toisessa sopimusvaltiossa olevista lähteistä, ei ole oikeutettu 12, 13 ja 14 artiklassa tarkoitettuihin etuihin, milloin

a) sijoitus- ja holding-yhtiöille myönnettyjen erityisten verotuksellisten etujen johdosta ensiksi mainitun sopimusvaltion tällaiselle yhtiölle osingoista, koroista sekä rojalteista määräämä vero on olennaisesti pienempi kuin tämän sopimusvaltion yhtiöille tuloista yleensä määräämä vero, ja

b) yksi tai useampi henkilö, joka ei ole ensiksi mainitussa sopimusvaltiossa asuva luonnollinen henkilö (tai kysymyksen ollessa suomalaisesta yhtiöstä, on Yhdysvaltojen kansalainen), omistaa välittömästi tai välillisesti joko asianomaisten rekisterimerkintöjen perusteella tai muilla sopimusvaltioiden asianomaisten viranomaisten keskinäisissä neuvotteluissaan määrittelemällä tavalla vähintään 25 prosenttia tämän yhtiön pääomasta.

28 ARTIKLA

Keskinäinen sopimusmenettely

1. Milloin sopimusvaltiossa asuva henkilö katsoo, että jommankumman tai molempien sopimusvaltioiden toimenpiteet ovat johtaneet tai johtavat hänen osaltaan verotukseen, joka ei ole tämän sopimuksen mukainen, hän voi näiden valtioiden sisäisen lainsäädännön varaamista muutoksenhakukeinoista huolimatta kääntyä asiassaan sen sopimusvaltion asianomaisen viranomaisen puoleen, missä hän asuu.

2. Sopimusvaltioiden asianomaisten viranomaisten on pyrittävä keskenään sopimaan kaikista tämän sopimuksen soveltamisessa esiintyvien vaikeuksien tai epätietoisuutta aiheuttavien kysymysten poistamisesta. Sopimusvaltioiden asianomaiset viranomaiset voivat erityisesti neuvotella keskenään päästäkseen yksimielisyyteen.

a) elinkeinosta saadun tulon jakamisesta yhtäläisin perustein sopimusvaltiossa asuvan henkilön ja hänen toisessa sopimusvaltiossa olevan kiinteän toimipaikkansa kesken;

b) yhtäläisistä perusteista jaettaessa tuloa sopimusvaltiossa asuvan henkilön ja minkä tahansa hänen kanssaan kiinteässä yhteydessä olevan 11 artiklassa tarkoitetun henkilön kesken, tai

c) tiettyjen tulolajien lähteiden yhdenmukaisesta määrittelystä.

3. Sopimusvaltioiden asianomaiset viranomaiset voivat välittömästi neuvotella keskenään sopimukseen pääsemiseksi edellisissä kohdissa tarkoitetussa mielessä. Milloin yksimielisyyteen pääsemiseksi näyttää tarkoituksenmukaiselta, asianomaiset viranomaiset voivat kokoontua neuvottelemaan asiasta.

4. Milloin asianomaiset viranomaiset päätyvät tällaiseen sopimukseen, sopimusvaltioiden tulee määrätä tulovero ja myöntää veron palautus tai hyvitys tällaisen sopimuksen mukaisesti.

29 ARTIKLA

Tietojen vaihtaminen

1. Sopimusvaltion asianomaisten viranomaisten tulee vaihtaa sellaisia tietoja, jotka ovat tarpeellisia tämän sopimuksen määräysten täytäntöönpanemiseksi tai veronkavallusten ja veronkiertämisen estämiseksi tässä sopimuksessa tarkoitettujen verojen osalta. Täten vaihdettuja tietoja on pidettävä salaisina, eikä niitä saa ilmaista muille kuin henkilöille (mukaanluettuina tuomioistuimet ja hallintoviranomaiset), joiden tehtävänä on sopimuksessa tarkoitettujen verojen määrääminen, kantaminen, pakkoperintä tai niistä aiheutuva syytteeseen paneminen.

2. Kuitenkaan ei 1 kohdan määräyksiä ole tulkittava siten, että ne velvoittavat sopimusvaltion

a) suorittamaan hallintotoimia, jotka ovat ristiriidassa sen tai toisen sopimusvaltion lakien tai hallintokäytännön kanssa;

b) ilmaisemaan yksityiskohtia, joita sen tai toisen sopimusvaltion lakien tai yleisen hallintotoiminnan puitteissa ei voida hankkia;

c) ilmaisemaan tietoja, jotka paljastaisivat kaupallisen, teollisen tai ammatillisen salaisuuden tai menettelytavan, taikka tietoja, joiden ilmaiseminen loukkaisi yleistä järjestystä.

3. Tietojen vaihtaminen tapahtuu joko vakiintuneen käytännön perusteella tai erityisiä tapauksia koskevasta pyynnöstä. Sopimusvaltioiden asianomaiset viranomaiset sopivat keskenään vakiintuneen käytännön perusteella

annettavista tiedoista.

4. Sopimusvaltioiden asianomaiset viranomaiset ilmoittavat toisilleen 1 artiklan 1 kohdassa tarkoitettuja veroja koskevassa lainsäädännössä tapahtuneista muutoksista toimittamalla toisilleen muutosten tai uusien lakien tahi asetusten tekstit vähintään kerran vuodessa.

5. Sopimusvaltioiden asianomaiset viranomaiset toimittavat toisilleen kaiken hallinnollisina päätöksinä tai määräyksinä taikka tuomioistuinten ratkaisuina julkaistun tämän sopimuksen tulkintaa koskevan aineiston.

30 ARTIKLA

Avunanto verojen perimisessä

1. Sopimusvaltion on pyrittävä perimään sellaisia toisen sopimusvaltion määräämiä veroja, jotka on määrätty sen varmistamiseksi, etteivät toisen sopimusvaltion tämän sopimuksen nojalla myöntämistä verovapautuksista tai alennetusta verokannasta pääse hyötymään henkilöt, jotka eivät ole sellaisiin etuihin oikeutettuja. Verojen perimisen suorittava sopimusvaltio on toiselle sopimusvaltiolle vastuussa näin kertyneistä määristä. Kummankin sopimusvaltion asianomaisen viranomaisen on neuvoteltava yhteistyöstä toisen sopimusvaltion asianomaisen viranomaisen kanssa sekä ohjattava sitä kaikissa sen ensin mainitussa sopimusvaltiossa suorittamissa toimenpiteissä, jotka tähtäävät sen määräämien verojen kantamiseen.

2. Missään tapauksessa ei tämän artiklan määräysten ole katsottava asettavan kummallekaan sopimusvaltiolle velvollisuutta suorittaa hallintotoimia, jotka olisivat ristiriidassa veron kantamista toteuttavan sopimusvaltion määräysten tai käytännön kanssa tai jotka olisivat vastoin tämän valtion itsemääräämisoikeutta, turvallisuutta tai yleistä järjestystä.

31 ARTIKLA

Voimaantulo

1. Tämä sopimus on ratifioitava ja ratifioimiskirjat vaihdettava mahdollisimman pian Helsingissä. Se tulee voimaan, kun kaksi kuukautta on kulunut ratifioimiskirjojen vaihdosta. Sen määräyksiä sovelletaan ensimmäisen kerran:

a) Suomessa:

siitä verovuodelta kannettaviin veroihin, joka alkaa ratifioimiskirjojen vaihtamisvuotta seuraavan vuoden tammikuun 1 päivänä tai sen jälkeen.

b) Yhdysvalloissa:

i) veron pidätyksen osalta määriin, jotka saadaan tämän sopimuksen voimaantulopäivänä tai sen jälkeen;

ii) muiden tuloverojen osalta verovuosiin, jotka alkavat ratifioimiskirjojen vaihtamisvuotta seuraavan tammikuun 1 päivänä, tai sen jälkeen alkaviin verovuosiin.

2. Tämän sopimuksen tullessa voimaan päättyy joulukuun 18 päivänä 1952 tehdyn tuloveroa koskevan sopimuksen voimassaoloaika. Joulukuun 18 päivänä 1952 tehdyn sopimuksen määräykset lakkaavat olemasta voimassa siitä päivästä, jolloin tämän sopimuksen vastaavat määräykset ovat edellä olevan 1 kohdan mukaan ensi kertaa voimassa.

32 ARTIKLA

Päättyminen

1. Tämä sopimus on voimassa, kunnes jompikumpi sopimusvaltio sen irtisanoo. Kumpikin sopimusvaltio voi vuoden 1973 jälkeen diplomaattista

tietä irtisanoa sopimuksen vähintään kuusi kuukautta ennen kunkin kalenterivuoden päättymistä tehtävällä irtisanomisella. Tällöin sopimus lakkaa olemasta voimassa:

a) Suomessa:

niiltä verovuosilta kannettaviin veroihin nähden, jotka alkavat irtisanomisvuotta seuraavan vuoden tammikuun 1 päivänä tai sen jälkeen.

b) Yhdysvalloissa:

i) pidätettävän veron osalta irtisanomisvuotta seuraavan vuoden tammikuun 1 päivänä ja

ii) muiden tuloverojen osalta jokaiseen verovuoteen nähden, joka alkaa irtisanomisvuotta seuraavan tammikuun 1 päivänä tai sen jälkeen.

2. Tämän artiklan 1 kohdan määräysten estämättä kumpikin sopimusvaltio voi saattaa 25 artiklan (sosiaaliturvamaksut) määräysten voimassaolon päättymään milloin hyvänsä tämän sopimuksen voimaantulon jälkeen antamalla siitä ilmoituksen diplomaattiteitse.

TEHTY Washingtonissa kahtena englannin- ja suomenkielisenä kappaleena, jotka molemmat ovat yhtä todistusvoimaiset, kuudentena päivänä maaliskuuta 1970.

AMERIKAN YHDYSVALTOJEN PRESIDENTIN PUOLESTA:

SUOMEN TASAVALLAN PRESIDENTIN PUOLESTA:

The Senate of the United States of America by its resolution of November 25, 1970, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the convention,

The convention was duly ratified by the President of the United States of America on December 8, 1970, in pursuance of the advice and consent of the Senate, and the convention was duly ratified on the part of the Republic of Finland,

It is provided in Article 31 of the convention that the convention shall enter into force two months after the exchange of instruments of ratification, and

The instruments of ratification of the convention were duly exchanged at Helsinki on December 30, 1970,

Now, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the convention of March 6, 1970 between the United States of America and the Republic of Finland to the end that it shall be observed and fulfilled with good faith on and after February 28, 1971 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this eighteenth day of January in the year of our Lord one thousand nine hundred seventy-one and of the Independence of the United States of America the one hundred ninety-fifth.

[SEAL]

RICHARD NIXON

By the President
WILLIAM P ROGERS
Secretary of State

UNION OF SOVIET SOCIALIST REPUBLICS

Fisheries: Certain Fishery Problems on the High Seas in the Western Areas of the Middle Atlantic Ocean

Protocol to the agreement of December 11, 1970.
Signed at Washington February 2, 1971;
Entered into force February 7, 1971.

PROTOCOL TO THE 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 that interim measures are necessary for the conservation and protection of the stocks of river herring,

Considering that a common understanding is desirable on implementation of paragraph 6 of the 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,[1] hereinafter referred to as the Agreement,

Noting the discussions on these matters during the meeting of the two Governments in Washington in December 1970, and

Taking into account the provisions of paragraph 10 of the Agreement,

Have agreed to the following:

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[1] TIAS 7009; 21 UST 2664.

1. The Government of the Union of Soviet Socialist Republics will take appropriate measures to ensure that its citizens and vessels will limit their catch of river herring so that it will not exceed 4,000 metric tons in each year in the waters specified in sub-paragraph b of paragraph 2 of the Agreement.

2. The Government of the United States of America, in implementation of paragraph 6 of the Agreement, will take appropriate measures to ensure the following:

a. The provisions of paragraph 6 shall apply to the entry of not more than four Soviet fishing vessels or fishery support vessels each month into each of the Ports of Baltimore and Philadelphia. In addition, and without regard to the foregoing, special provisions shall be made as necessary in furtherance of paragraph 6 regarding the entry of Soviet research vessels which are engaged in a mutually agreed research program in accordance with the terms of paragraph 1 of the Agreement.

b. The Government of the United States will accept applications for entry into the Ports of Baltimore and Philadelphia pursuant to paragraph 6 either at the American Embassy in Moscow or at the Department of State in Washington at least 7 days prior to entry. Applications may be made in Washington either by the Soviet Embassy or by a commercial shipping agent designated by the appropriate Soviet authorities.

c. The Government of the United States at its Embassy in Moscow will accept crew lists in application for visas valid for a period of six months and for multiple entries into United States ports pursuant to the provisions of paragraph 6. Such a crew list shall be submitted at least 21 days prior

to the first entry of a vessel into a port of the United States. 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 sub-paragraph, provided that visas issued thereunder shall only be valid for six months from the date of issuance of the original crew list visa. An application for port entry under sub-paragraph b of this paragraph shall specify if shore leave is requested under such a multiple entry visa.

d. Subject to the provisions of the Agreement and this Protocol, 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.

e. Each of the above understandings may be modified by mutual consent at any time.

3. The above provisions shall form an integral part of the Agreement. This Protocol shall enter into force on February 7, 1971, and shall remain in force during the period of validity of the Agreement, subject to the provisions of paragraph 10 thereof.

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

DONE in Washington, February 2, 1971, in duplicate, in English and Russian, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Donald L. McKernan [1]

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:

[2]

[1] Donald L. McKernan
[2] Vladimir M. Kamentsev

П Р О Т О К О Л

к Соглашению 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, что необходимы временные меры по сохранению и охране запасов помолобуса,

Считая, что желательно взаимное понимание порядка применения параграфа 6 Соглашения 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, ниже упоминаемого как "Соглашение",

Отмечая дискуссии по этим вопросам во время совещания обоих Правительств в Вашингтоне в декабре 1970 года и,

Принимая во внимание положения параграфа 10 Соглашения,

Согласились о нижеследующем:

1. Правительство Союза Советских Социалистических Республик примет соответствующие меры для обеспечения того, чтобы его граждане и суда ограничили свой вылов помолобуса уровнем, не превышающим 4.000 метрических тонн в год в водах, указанных в пункте "в" параграфа 2 Соглашения.

2. Правительство Соединенных Штатов Америки, во исполнение параграфа 6 Соглашения, примет соответствующие меры для того, чтобы обеспечить следующее:

а) Положения параграфа 6 применяются к заходам не более, чем четырех советских рыболовных судов или вспомогательных судов рыбной промышленности в течение каждого месяца в каждый из портов Балтимора и Филадельфии. В дополнение к этому и независимо от вышеизложенного, вырабатываются в развитие параграфа 6 специальные положения, которые окажутся необходимыми, относительно заходов советских исследовательских судов, занятых во взаимно согласованной программе исследований в соответствии с положениями параграфа I Соглашения.

в) Правительство Соединенных Штатов будет принимать запросы о заходе в порты Балтимор и Филадельфию, в соответствии с параграфом 6, в Посольстве США в Москве или в Государственном департаменте в Вашингтоне по крайней мере за 7 дней до захода. Запросы могут быть сделаны в Вашингтоне советским Посольством или коммерческим судовым агентом, назначенным соответствующими советскими властями.

с) Правительство Соединенных Штатов будет принимать в своем Посольстве в Москве судовые роли при обращении за визами, действительными на период в шесть месяцев и на многократные заходы в порты США, в соответствии с положениями параграфа 6. Такая судовая роль представляется по крайней мере за 21 день до первого захода судна в порт США. Представление исправленной (дополнительной) судовой роли после отхода судна из советских портов также подпадает

под действие положений настоящего пункта 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 запросе на заход в порт в соответствии с пунктом "в" настоящего параграфа указывается, требуется ли выход экипажа на берег согласно такой многократной въездной визе.

д) С учетом положений Соглашения и данного Протокола понимается, что заход советских судов в любой из портов США подпадает под действие соответствующих законов и правил США.

е) Любая договоренность, изложенная выше, может быть в любое время изменена по взаимному согласию сторон.

3. Вышеизложенные положения образуют неотъемлемую часть Соглашения.

Протокол вступает в силу 7 февраля 1971 года и остается в силе в течение периода действия Соглашения, подпадая под действие положений параграфа 10 Соглашения.

В удостоверение чего нижеподписавшиеся, должным образом на то уполномоченные, подписали настоящий Протокол.

Совершено в Вашингтоне 2 февраля 1971 года в двух экземплярах на английском и русском языках, причем оба текста являются равно аутентичными.

За Правительство
Соединенных Штатов Америки

За Правительство
Союза Советских Социалистических Республик

UNION OF SOVIET SOCIALIST REPUBLICS

Fisheries: King and Tanner Crab

Agreement signed at Washington February 12, 1971;
Entered into force February 12, 1971.
With exchange of letters.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
RELATING TO FISHING FOR KING AND TANNER CRAB

The Government of the United States of America and the Government of the Union of Soviet Socialist Republics,

Having considered in a spirit of mutual understanding their problems relating to the king and tanner crab fisheries on the continental shelf in the light of their ratifications of the Convention on the Continental Shelf adopted at Geneva, 1958, [1]

Taking into account the existing fishery of the Soviet Union for king and tanner crab in the eastern Bering Sea, and

Desiring to adopt the necessary measures for conserving the stocks of king crab and tanner crab in the fisheries areas provided for by the Agreement,

Have agreed as follows

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[1] TIAS 5578, 15 UST 471.

1 The king crab and tanner crab are natural resources of the continental shelf over which the coastal state exercises sovereign rights for the purposes of exploration and exploitation in accordance with the provisions of Article 2 of the Convention on the Continental Shelf.

2 Nationals and vessels of the Soviet Union may continue to carry out commercial fishing for king and tanner crab on the continental shelf of the United States for a period of two years in that area of the eastern Bering Sea described in the Appendix to this Agreement, provided that the annual commercial catch of king crab and tanner crab by Soviet nationals and vessels in such area shall not exceed 23,000 cases and 35,000 cases respectively of 48 half-pound cans each in 1971 and 1972.

3 Each Government will apply the measures specified in paragraphs 2 and 3 of the Appendix to this Agreement to its nationals and vessels engaged in the king and tanner crab fisheries in the eastern Bering Sea. Either Government shall, if requested by the other Government, provide opportunity for observation of the conduct of enforcement of the provisions of this Agreement and for that purpose shall permit duly authorized officers of the other Government to board its vessels engaged in the king and tanner crab fisheries in the eastern Bering Sea. These officers will make a report on the results of their observations, the report will be for-

warded to the flag government for appropriate action if such should be necessary

4 The two Governments will continue and intensify their study of the king and tanner crab resources in the eastern Bering Sea and will exchange annually by November 30 the data resulting from such study including also, to the extent possible, an estimate of the maximum sustainable yield of the resources The data to be furnished by each Government may be prepared in accordance with its own methodology and shall include, but not be limited to, the categories of data described in the Appendix to this Agreement The two Governments will also provide for the exchange of scientific personnel engaged in the study of the king crab and tanner crab resources

5 This Agreement shall replace the Agreement of February 5, 1965 between the two Governments relating to fishing for king crab, as amended and extended by the Agreements of February 13, 1967 and January 31, 1969 [1] 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 the expiration of the period of validity of this Agreement to review the operation of the Agreement and to decide on future arrangements

[1] TIAS 5752, 6217, 6635, 16 UST 24, 18 UST 183, 20 UST 334.

66-169 O 72 9

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

DONE at Washington, February 12, 1971, in duplicate, in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA: [1]

Donald L. McKernan

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS: [2]

[1] Donald L. McKernan
[2] Vladimir M. Kamentsev

APPENDIX

1. The area referred to in paragraph 2 of the Agreement is that portion of the southeastern Bering Sea lying seaward of the nine-mile zone contiguous to the territorial sea of the United States west of 160° W. longitude

2. (a) Female king crabs, king crabs less than 15 8 cms in maximum carapace width and soft-shelled king crabs shall not be retained and used. Any such crabs taken incidentally shall be returned immediately to the sea with a minimum of injury

(b) King crabs and tanner crabs shall not be taken by means of fishing gear other than pot and tangle net. The stretched diagonal measure of tangle net mesh shall be no less than 50 cms

3 Unless otherwise agreed by the two Governments, only pots may be used to capture king crabs and tanner crabs for commercial purposes and no trawling may be conducted for other species in that area lying seaward of the nine-mile zone contiguous to the territorial sea of the United States within the following described boundaries a line running from a point on the Bering Sea coast of the Alaska Peninsula due west along 55°54' north latitude to its intersection with a line connecting the two points 56°20' north latitude, 163°00' west longitude and 55°16' north latitude, 166°10' west longitude, thence southwesterly along the said line to its intersection with a line passing between Cape Navarin and Cape Sarichef at 55°16' north latitude and 166°10' west longitude, thence southeasterly along the Cape Navarin-Sarichef line to Cape Sarichef.

4 The data referred to in paragraph 4 of the Agreement are·

a. Biological Data.

(1) Tag returns tag number and/or tag, date and location of capture (latitude and longitude), sex, length, width and weight of crab, condition of shell.

(2) Life History Data: length, width, weight and age of crab by sex; moult data, breeding habits, feeding habits, migration habits

(3) Publications dealing with king crabs and tanner crabs in Bering Sea and North Pacific

b Catch Statistics

Total annual catch and weekly or daily catch by area, sub-area or precise location.

c Effort Statistics

(1) Number of nets and pots set, location of nets and pots set (sub-area, latitude and longitude, or boundaries of net field), duration of set for nets and pots and number of crabs caught, description of nets and pots -- length, depth, mesh size, twine

(2) Number of fleets operated by dates of operations, number of setting boats, picker boats, pot boats, number of fishermen.

d. Production Statistics

(1) Canned crab· number of cases, number of crabs per case, quantity of meat per case

(2) Frozen crab· number of units, number of crabs

С О Г Л А Ш Е Н И Е

между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о промысле королевского краба и краба-стригуна

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик,

Рассмотрев в духе взаимопонимания проблемы, касающиеся промысла королевского краба и краба-стригуна на континентальном шельфе в свете ратификации ими Конвенции о континентальном шельфе, принятой в Женеве в 1958 году,

Учитывая, что Советский Союз ведет промысел королевского краба и краба-стригуна в восточной части Берингова моря и,

Стремясь к принятию необходимых мер по сохранению запасов королевского краба и краба-стригуна в районах промысла, предусмотренных настоящим Соглашением,

Согласились о нижеследующем:

I Королевский краб и краб-стригун являются естественными ресурсами континентального шельфа, над которым прибрежное государство осуществляет суверенные права в целях разведки и разработки указанных ресурсов в соответствии с положениями статьи 2 Конвенции о континентальном шельфе.

2. Граждане и суда Советского Союза могут продолжать вести коммерческий промысел королевского краба и краба-стригуна на континентальном шельфе Соединенных Штатов в течение двухлетнего периода, в районе восточной части Берингова моря, указанном в Приложении к настоящему Соглашению, при условии, что ежегодный коммерческий улов королевского краба и краба-стригуна советскими гражданами и судами в этом районе не будет превышать соответственно 23 000 ящиков и 35.000 ящиков, содержащих 48 полуфунтовых банок каждый, как в 1971, так и в 1972 годах.

3 Каждое Правительство будет применять меры, изложенные в параграфах 2 и 3 Приложения к настоящему Соглашению к своим гражданам и судам, занимающимся промыслом королевского краба и краба-стригуна в восточной части Берингова моря. Любое из Правительств, если к нему обратится с просьбой другое Правительство, предоставит возможность для наблюдения за осуществлением положений настоящего Соглашения и, с этой целью, позволит должным образом уполномоченным должностным лицам другого Правительства подняться на борт своих судов, занятых промыслом королевского краба и краба-стригуна в восточной части Берингова моря. Этим должностным лицам составляется отчет о результатах наблюдения, отчет направляется Правительству, под флагом которого плавает судно, для принятия, в случае необходимости, соответствующих мер.

4 Оба Правительства продолжат и расширят свои исследования ресурсов королевского краба и краба-стригуна в восточной части Берингова моря и ежегодно к 30 ноября будут обмениваться данными о результатах таких исследований, в том числе, насколько это возможно, об оценке максимального устойчивого улова из этих ресурсов. Данные, которые должны представляться каждым Правительством, могут быть подготовлены в соответствии с его собственной методикой и должны включать те категории данных, которые указаны в Приложении к настоящему Соглашению, но не будут ограничиваться ими. Оба Правительства обеспечат также обмен учеными, занимающимися исследованиями ресурсов королевского краба и краба-стригуна.

5 Настоящее Соглашение заменяет Соглашение между обоими Правительствами от 5 февраля 1965 года о промысле королевского краба, продленное и измененное Соглашениями от 13 февраля 1967 года и 31 января 1969 года. По просьбе любого из Правительств представители обоих Правительств встретятся во взаимоприемлемое время с целью изменения настоящего Соглашения

В любом случае представители обоих Правительств встретятся по взаимоприемлемое время до истечения срока действия настоящего Соглашения с тем, чтобы рассмотреть, как осуществляется Соглашение и решить вопрос о дальнейших мероприятиях.

В удостоверение чего нижеподписавшиеся, будучи должным образом на то уполномочены, подписали настоящее Соглашение

Совершено в Вашингтоне 12 февраля 1971 года, в двух экземплярах, каждый на английском и русском языках, причем оба текста являются равно аутентичными.

ЗА ПРАВИТЕЛЬСТВО СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ

Donald L. McKernan

ЗА ПРАВИТЕЛЬСТВО СОЮЗА СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК

ПРИЛОЖЕНИЕ

I К району, упомянутому в параграфе 2 Соглашения, относится юго-восточная часть Берингова моря, простирающаяся в сторону моря от девятимильной зоны, прилежащей к территориальным водам Соединенных Штатов, к западу от 160° западной долготы.

2. /а/ Самки королевского краба, королевские крабы, максимальная ширина панциря которых менее 15,8 см, а также королевские крабы с мягким панцирем не должны оставаться на борту и использоваться. Любые такие крабы, выловленные случайно, должны быть немедленно возвращены в море с минимальными повреждениями.

/в/ Королевские крабы и крабы-стригуны не должны добываться никакими иными орудиями лова, кроме ловушек или объячеивающих сетей. Размер ячеи сети по диагонали в растянутом состоянии должен быть не менее 50 см.

3 Если между обоими Правительствами не будет достигнуто иной договоренности, промысел королевского краба и краба-стригуна в коммерческих целях может производиться только ловушками, а другие виды не будут облавливаться тралом, в районе, расположенном в сторону моря от девятимильной зоны, прилежащей к территориальным водам Соединенных Штатов, в пределах следующих границ линия, идущая из точки на беринговоморском побережье полуострова Аляска на запад вдоль 55°54' с.ш. до пересечения с линией, соединяющей точки с координатами 56°20' с.ш. и 163°00' з.д., 55°16' с.ш. и 166°10' з.д., затем на юго-запад вдоль указанной линии до пересечения с линией, проходящей между мысом Наварин и мысом Сарычев, в точке 55°16' с.ш. и 166°10' з.д. и далее на юго-восток вдоль линии мыс Наварин - мыс Сарычев до мыса Сарычев.

4. Данными, упомянутыми в параграфе 4 Соглашения являются

А Биологические данные

/I/ Возврат меток: номер метки и/или метка, дата и место вылова (широта и долгота), пол, длина, ширина и вес краба, состояние панциря.

/2/ Данные о биологическом цикле жизни длина, ширина, вес и возраст краба с учетом пола, данные о линьке, размножение, питание, миграция.

/3/ Печатные издания о королевском крабе и крабе-стригуне Берингова моря и северной части Тихого океана.

В. Статистика уловов.

Общий вылов за год, а также за неделю или за день по районам, подрайонам или точному местонахождению.

С. Статистика усилий.

/I/ Количество установленных сетей и ловушек; расположение установленных сетей и ловушек (подрайон, широта и долгота, или границы поля, где установлены сети), период, на который устанавливается сеть или ловушка и число пойманных крабов, описание сетей и ловушек - длина, ширина, размер ячеи, тип сетного материала.

/2/ Количество действующий флотилий по срокам работы, количество установщиков сетей, судов, поднимающих сети, судов с ловушками, количество рыбаков.

D Статистика продукции.

/I/ Консервированный краб количество ящиков, количество крабов на ящик, количество мяса на ящик.

/2/ Замороженый краб количество блоков, количество крабов.

[Exchange of Letters] [1]

" 12 " февраля 1971 года

Уважаемый г-н Посол,

В связи с подписанием сегодня Соглашения между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки о промысле королевского краба и краба-стригуна, имею честь подтвердить следующую договоренность и предложить, чтобы такая договоренность представляла неотъемлемую часть Соглашения:

1. Ежегодный коммерческий улов королевского краба советскими гражданами и судами в 1971 и в 1972 годах в районе восточной части Берингова моря, описанном в Соглашении, не будет превышать 12.800 ящиков, содержащих по 48 полуфунтовых банок. Понимается, что при таких условиях минимальный размерный лимит для королевских крабов, пойманных советскими гражданами и судами и оставленных на борту в 1971 и в 1972 годах равен 14,5 см по максимальной ширине панциря.

2. Использование объячеивающих сетей при промысле королевского краба и краба-стригуна советскими гражданами и судами будет сокращено в 1971 году и далее сокращено в 1972 году, имея в виду, в дальнейшем, прекращение использования объячеивающих сетей и их замену ловушками.

3. Ученые Советского Союза в удобное время осуществят выборочные наблюдения на советских судах для получения сведений о прилове королевского краба и краба-стригуна при траловом лове донных рыб.

С уважением,

В.КАМЕНЦЕВ
Заместитель министра
рыбного хозяйства СССР

Г-ну Дональду Л.МАКЕРНАНУ
Координатору по морским вопросам
и Специальному помощнику Государственного
Секретаря по рыболовству и охране диких животных

[1] For the English language text of the Russian letter, see p. 131.

DEPARTMENT OF STATE
WASHINGTON, D.C. 20520

FEBRUARY 12, 1971

DEAR MR. MINISTER

I refer to your letter of February 12, 1971, which reads as follows

"In connection with the signing today of an Agreement between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America relating to fishing for king and tanner crab, I have the honor to confirm the following understandings and to propose that such understandings shall constitute an integral part of the Agreement

1. The annual commercial catch of king crab by Soviet nationals and vessels in 1971 and 1972 in the area of the eastern Bering Sea described in the Agreement will not exceed 12,800 cases of 48 half-pound cans each. It is understood that in these circumstances the minimum size limit for king crabs taken and retained by Soviet nationals and vessels in 1971 and 1972 shall be 14.5 cms. in maximum carapace width.
2. The use of tangle nets in fishing for king and tanner crab by Soviet nationals and vessels will be reduced in 1971 and will be further reduced in 1972, looking to the subsequent termination of the use of tangle nets and their replacement by pot gear.
3. Scientists of the Soviet Union will conduct sampling observations aboard Soviet vessels at a convenient time to obtain data on the incidental catch of king crabs and tanner crabs in trawling for groundfish."

I am pleased to inform you that the above understandings are acceptable to the Government of the United States of America as an integral part of the Agreement.

Sincerely yours,

DONALD L. MCKERNAN

Donald L. McKernan
Coordinator of Ocean Affairs & Special Assistant for Fisheries and Wildlife to the Secretary.

Mr. V M. KAMENTSEV
Deputy Minister of Fisheries of the Union of Soviet Socialist Republics.

UNION OF SOVIET SOCIALIST REPUBLICS

Fishing Operations: Northeastern Pacific Ocean

Agreement signed at Washington February 12, 1971, Entered into force February 12, 1971.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
RELATING TO FISHING OPERATIONS IN THE NORTHEASTERN PACIFIC OCEAN

The Government of the United States of America and the Government of the Union of Soviet Socialist Republics,

Being mutually concerned that fishing operations in the northeastern Pacific Ocean carried on by the fishermen of the two countries be conducted with due consideration for the interests of both Parties,

Considering it desirable to take measures for the prevention of damage to the fishing gear used by the fishermen of both countries,

Considering it desirable also to provide for appropriate contacts between representatives of both Parties on questions related to the conduct of the fisheries,

Have agreed on the following measures·

1. The Parties will take measures to emphasize to their officials, fishing industry organizations and fishermen the importance of special efforts to protect fishing gear belonging to each side from damage by vessels and fishing gear of the other side, when conducting fishing operations in the northeastern Pacific Ocean. Each Party will encourage the use by its officials, fishing industry organizations and fishermen of devices, detectable both day and night, to mark the location of fixed fishing gear The Parties will inform each other of the devices and the manner in which they are used. Each Party will promote the exercise of necessary caution on the part of persons responsible for the operation of vessels and gear so as to aid to the maximum extent practicable in timely detection of the vessels and gear of the other Party and prevention of damage thereto.

2. In the waters seaward of the nine-mile zone contiguous to the territorial sea of the United States fishing operations using mobile fishing gear will not be conducted during the periods specified below in the six areas off Kodiak Island bounded respectively by straight lines connecting in each of the following groups the coordinates in the order listed:

a. From August 15 to April 30 inclusive:

	North Latitude	West Longitude
(1)	57° 15'	154° 51'
	56° 57'	154° 34'

	56° 21'	155° 40'
	56° 26'	155° 55'
	57° 15'	154° 51'
(2)	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'
(3)	57° 05'	152° 52'
	56° 54'	152° 52'
	56° 46'	152° 37'
	56° 46'	152° 20'
	57° 19'	152° 20'
	57° 05'	152° 52'

b. From August 15 to January 15 inclusive·

	North Latitude	West Longitude
(1)	56° 30'	153° 49'
	56° 30'	153° 00'
	56° 44'	153° 00'
	56° 57'	153° 15'

	56° 45'	153° 45'
	56° 30'	153° 49'
(2)	57° 35'	152° 03'
	57° 11'	151° 14'
	57° 19'	150° 57'
	57° 48'	152° 00'
	57° 35'	152° 03'
(3)	58° 00'	152° 00'
	58° 00'	150° 00'
	58° 12'	150° 00'
	58° 19'	151° 29'
	58° 00'	152° 00'

3 The provisions of paragraph 2 shall not apply to small shrimp craft conducting trawling operations in such a way as not to interfere with fixed gear in the above areas, or to United States vessels engaged in scallop fishing operations.

4. It is understood that the right of fishermen of the Soviet Union to fish does not extend to waters within 12 nautical miles seaward from the baseline from which the territorial sea of the United States is measured.

5 It is understood that some vessels are likely to operate fixed gear outside the areas described in paragraph 2. Each Party will take special measures to promote the use by persons operating such vessels of means of marking such gear

in addition to those ordinarily used. In order to inform the trawling fleet of the locations of such fixed gear, officials of the Alaska Department of Fish and Game, or of the United States National Marine Fisheries Service, and the Chief of the Joint Expedition of the Main Administration of DALRYBA will, if the necessity arises, transmit timely information to each other on the location of such vessels and fishing gear. Arrangements for such transmissions, including the designation of working frequencies and times of transmission, will be agreed upon between the above-mentioned officials The persons responsible for the operation of trawlers will be given specific instructions regarding extraordinary precautionary measures to be taken when operating in the vicinity of fixed gear the positions of which have been reported, or other fixed gear which is detected.

6 The United States will carry out further research designed to develop a more effective and practical method for marking the location of fixed gear. Soviet technicians will cooperate with those of the United States in this effort, particularly in connection with the testing of the effectiveness of new gear markers.

7 Each Party will immediately inform the other of damage to its fishing gear caused by the vessels or gear of the other Party in the northeastern Pacific Ocean, through the arrangements provided for in paragraph 5 or through diplomatic channels.

8. This Agreement is without prejudice to the views

and rights of either Party with respect to the conduct of fishing operations on the high seas.

9 The Parties consider it desirable to expand contacts between government officials, representatives of the fishing industry, and fishery scientific workers of both countries for the discussion of questions of mutual interest and the achievement of greater mutual understanding.

10. This Agreement shall replace the Agreement of December 14, 1964 between the two Governments relating to fishing operations in the northeastern Pacific Ocean, as amended by the Agreement of January 31, 1969 [1] This Agreement shall remain in effect for a period of two years 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 the expiration of the period of validity of this Agreement to review its operation and to decide on future arrangements.

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

DONE at Washington, February 12, 1971, in duplicate, in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA: [2]

Donald L. McKernan

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS: [3]

[1] TIAS 5703, 6637, 15 UST 2179, 20 UST 358.
[2] Donald L. McKernan
[3] Vladimir M. Kamentsev

66-169 O 72 10

СОГЛАШЕНИЕ

между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о рыболовстве в северо-восточной части Тихого океана

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик,

Будучи взаимно заинтересованы в том, чтобы рыболовство в северо-восточной части Тихого океана, осуществляемое рыбаками обеих стран, проводилось с соответствующим учетом интересов каждой из Сторон,

Считая желательным предпринять меры по предотвращению нанесения ущерба орудиям лова, используемым рыбаками обеих стран,

Считая также желательным предусмотреть соответствующие контакты между представителями обеих Сторон по вопросам, относящимся к осуществлению рыболовства,

Согласились о нижеследующих мерах:

I. Стороны примут меры для того, чтобы подчеркнуть своим должностным лицам, рыбопромышленным организациям и рыбакам важность особых усилий, направленных на предотвращение повреждения орудий лова каждой из сторон судами и орудиями лова другой стороны при ведении промысла в северо-восточной части Тихого океана. Каждая Сторона будет поощрять использование своими

должностными лицами, рыбопромышленными организациями и рыбаками таких устройств для обозначения местонахождения ставных орудий лова, которые позволят обнаружить орудия лова как днем, так и ночью. Стороны будут информировать друг друга об этих устройствах и методах их использования. Каждая Сторона будет содействовать принятию необходимой предосторожности со стороны лиц, ответственных за работу судов и использование орудий лова с тем, чтобы содействовать в максимально возможной степени своевременному обнаружению судов и орудий лова другой Стороны и предотвращению их повреждения.

2. В водах, простирающихся в сторону моря от девятимильной зоны, прилежащей к территориальным водам Соединенных Штатов, в нижеуказанные периоды не будет вестись промысел подвижными орудиями лова в шести районах у острова Кодьяк, ограниченных, соответственно, прямыми линиями, соединяющими каждую из следующих групп координат в перечисленном порядке:

a. С I5 августа по 30 апреля включительно.

	северная широта	западная долгота
(I)	57°I5'	I54°5I'
	56°57'	I54°34'
	56°2I'	I55°40'
	56°26'	I55°55'
	57°I5'	I54°5I'
(2)	56°27'	I54°06'
	55°46'	I55°27'
	55°40'	I55°I7'
	55°48'	I55°00'
	55°54'	I54°55'
	56°03'	I54°36'
	56°03'	I53°45'
	56°30'	I53°45'
	56°30'	I53°49'
	56°27'	I54°06'

(3)	57°05	I52°52'
	56°54	I52°52'
	56°46	I52°37'
	56°46	I52°20'
	57°I9	I52°20'
	57°05	I52°52'

в. С I5 августа по I5 января включительно:

	северная широта	западная долгота
(I)	56°30'	I53°49'
	56°30'	I53°00'
	56°44'	I53°00'
	56°57'	I53°I5'
	56°45'	I53°45'
	56°30'	I53°49'
(2)	57°35'	I52°03'
	57°II'	I5I°I4'
	57°I9'	I50°57'
	57°48'	I52°00'
	57°35'	I52°03'
(3)	58°00'	I52°00'
	58°00'	I50°00'
	58°I2'	I50°00'
	58°I9'	I5I°29'
	58°00'	I52°00'

3. Положения параграфа 2 не применяются к мелким креветочным судам, ведущим траловый лов таким образом, чтобы не создавать помех работе со ставными орудиями лова в вышеуказанных районах, или к судам Соединенных Штатов, занятым ловом морского гребешка.

4. Понимается, что право лова для рыбаков Советского Союза не распространяется на воды в пределах I2 морских миль в сторону моря от базисной линии, от которой отсчитывается ширина территориальных вод Соединенных Штатов.

5. Понимается, что некоторые суда, возможно, будут использовать ставные орудия лова за пределами районов, указанных в параграфе 2. Каждая Сторона примет специальные меры для содействия использованию лицами, работающими на таких судах и применяющими такие орудия лова, дополнительных средств маркировки таких орудий лова по сравнению с обычно применяемыми.

Для оповещения тралового флота о местах расположения таких ставных орудий лова должностные лица департамента рыболовства и охраны диких животных штата Аляска или Национальной службы морского рыболовства Соединенных Штатов и начальник объединенной экспедиции Главного управления "Дальрыба" будут, если в этом возникнет необходимость, своевременно информировать друг друга о местах расположения таких судов и орудий лова. Порядок передачи таких сообщений, включая выделение рабочих частот и времени передачи, будет согласовываться вышеуказанными должностными лицами.

Лица, ответственные за работу траулеров, получат конкретные указания относительно чрезвычайных мер предосторожности, которые должны приниматься при ведении промысла вблизи ставных орудий лова, местоположение которых сообщалось, или других обнаруженных ставных орудий лова.

6. Соединенные Штаты Америки будут проводить дальнейшие научные исследования в целях разработки более эффективных и практичных методов обозначения расположения ставных орудий лова. Советские технические специалисты будут сотрудничать в этом с американскими техническими специалистами, в частности, в связи с испытаниями эффективности новых опознавательных знаков для орудий лова.

7. Каждая Сторона будет немедленно информировать другую Сторону о повреждениях ее орудий лова судами или орудиями лова

другой Стороны в северо-восточной части Тихого океана, используя договоренность, предусмотренную в параграфе 5, или по дипломатическим каналам.

8. Настоящее Соглашение не наносит ущерба взглядам и правам любой из Сторон в отношении ведения рыболовства в открытом море.

9. Стороны считают желательным расширение контактов между должностными лицами Правительств, представителями рыбной промышленности и рыбохозяйственной науки обеих стран для обсуждения вопросов, представляющих взаимный интерес, и достижения большего взаимопонимания.

10. Настоящее Соглашение заменяет Соглашение между обоими Правительствами от 14 декабря 1964 года по рыболовству в северо-восточной части Тихого океана, измененное Соглашением от 31 января 1969 года. Настоящее Соглашение остается в силе в течение двух лет По просьбе любого из Правительств представители обоих Правительств встретятся во взаимоприемлемое время с целью изменения настоящего Соглашения.

В любом случае представители обоих Правительств встретятся во взаимоприемлемое время до истечения срока действия настоящего Соглашения с тем, чтобы рассмотреть, как осуществляется Соглашение и решить вопрос о дальнейших мероприятиях.

В удостоверение чего нижеподписавшиеся, будучи должным образом на то уполномочены, подписали настоящее Соглашение.

Совершено в Вашингтоне "12" февраля 1971 года в двух экземплярах, каждый на английском и русском языках, причем оба текста являются равно аутентичными.

ЗА ПРАВИТЕЛЬСТВО СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ

Donald L. McKernan

ЗА ПРАВИТЕЛЬСТВО СОЮЗА СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК

UNION OF SOVIET SOCIALIST REPUBLICS

Fisheries: Northeastern Part of the Pacific Ocean off the United States Coast

Agreement signed at Washington February 12, 1971; Entered into force February 12, 1971.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
ON CERTAIN FISHERIES PROBLEMS IN THE NORTHEASTERN PART OF THE
PACIFIC OCEAN OFF THE COAST OF THE UNITED STATES OF AMERICA

The Government of the United States of America and the Government of the Union of Soviet Socialist Republics,

Being mutually interested in having the fisheries in the northeastern part of the Pacific Ocean off the coast of the United States conducted with due attention to their respective interests, and

Considering it desirable that the fisheries in the said area be conducted with due regard to the conservation of fish stocks, and that measures be taken to prevent damage to the fishing gear used by fishermen of the two countries,

Have agreed on the following:

1. The Government of the United States of America and the Government of the Union of Soviet Socialist Republics consider it desirable to expand research pertaining to the species of fish of interest to both parties, on a national basis as well as in the form of coordinated research according to agreed programs The competent agencies of both Governments shall ensure the following, at least on an annual basis·

a. An exchange of scientific and statistical data, published works and the results of fishery research;

b. Meetings of scientists and, in appropriate cases, the participation of the scientists of each Government in fishery research conducted on the research vessels of the other Government.

Each Government will, within the scope of its domestic laws and regulations, facilitate entry into appropriate ports for research vessels of the other Government engaged in joint research.

2. Fishing vessels of the Soviet Union may fish and conduct loading operations within the nine-mile zone contiguous to the territorial sea of the United States in the following areas·

a. In the Gulf of Alaska between 140°30' west longitude and 142°30' west longitude.

b. Off the Bering Sea coast of the Aleutian Islands

(1) between 169° and 172° west longitude;

(2) west of 176° west longitude;

(3) from February 16 to September 14 inclusive, between 165° and 169° west longitude;

(4) from April 1 to October 31 inclusive, between 172° and 176° west longitude.

c. Off the Pacific Ocean coast of the Aleutian Islands·

(1) between 169° and 172° west longitude;

(2) west of 178°30' west longitude;

(3) from February 16 to September 14 inclusive, between 166° and 169° west longitude;

(4) from April 1 to October 31 inclusive, between 172° and 178°30' west longitude.

Fishing effort in these areas will not exceed 1966 levels In this connection, statistics on fishing effort and catches by species in these areas will be provided on a regular basis

3. In addition, fishing vessels of the Soviet Union may conduct loading operations in the following areas within the nine-mile zone contiguous to the territorial sea of the United States·

a. On the north side of Nunivak Island in the Bering Sea between 166°39' and 166°51' west longitude, and on the south side of Nunivak Island between 165°49' and 166°01' west longitude.

b. On the north side of St. Matthew Island in the Bering Sea between 172°29' and 172°46' west longitude and

on the south side of St. Matthew Island between 172°17' and 172°35' west longitude and between 172°54' and 173°04' west longitude

c. On the north side of Unalaska Island between 167°30' and 167°35' west longitude

d. On the west side of Sanak Island in the waters bounded on the north by 54°36' north latitude, on the south by 54°26' north latitude, on the west by 163°05' west longitude, and on the east by 162°40' west longitude.

e. Near the Semidi Islands in the Gulf of Alaska between 56° and 56°19' north latitude

f. North of Marmot Island in the Gulf of Alaska between 151°42' and 151°52' west longitude

g. On the east side of Kayak Island in the Gulf of Alaska between 59°52' and 59°56' north latitude west of 143°53' west longitude, and on the west side of Kayak Island between 59°56' and 60°00' north latitude.

h. Near Forrester Island 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.

4. The Government of the Soviet Union will adopt the measures necessary to ensure that nationals and vessels of the Soviet Union.

a. Refrain from fishing in the waters off the Pacific coast of the United States between 46°14' and 46°56' north latitude landward of the isobath of 110 meters,

b. Refrain from concentrating fishing vessels during the period from June 15 to September 15 inclusive between 47°54' and 48°28' north latitude east of 125°10' west longitude,

c. During the period May 7 to May 21 inclusive, refrain from fishing in the following areas

(1) The area enclosed by straight lines connecting the following coordinates in the order listed:

North Latitude	West Longitude
59° 28'	150° 00'
59° 28'	147° 41'
58° 30'	148° 30'
58° 42'	150° 20'
59° 28'	150° 00'

(2) The area enclosed by straight lines connecting the following coordinates in the order listed:

North Latitude	West Longitude
58° 05'	150° 27'
58° 05'	148° 47'
57° 40'	150° 05'
58° 05'	150° 27'

(3) The waters seaward of the nine-mile zone contiguous to the territorial sea of the United States in the area enclosed by straight lines connecting the following coordinates in the order listed:

North Latitude	West Longitude
56° 24'	156° 30'
56° 18'	155° 48'
55° 31'	156° 04'
55° 30'	156° 31'
56° 24'	156° 30'

d. During the period September 15 to February 15 inclusive, refrain from trawling in the waters seaward of the nine-mile zone contiguous to the territorial sea of the United States in the area enclosed by straight lines connecting the following coordinates in the order listed:

North Latitude	West Longitude
54° 10'	163° 04'
53° 28'	166° 00'
54° 00'	166° 00'
54° 00'	165° 00'
54° 33'	164° 00'
54° 33'	163° 04'
54° 10'	163° 04'

It is agreed that in the above area west of 164°45' west longitude trawling may be conducted during the said period of time at depths of 200 meters or greater.

5. Both Governments will take appropriate measures to ensure that their nationals and vessels refrain from:

a. Conducting bottom trawl fishing along the coast

of the United States of America in the northeastern Pacific Ocean between the isobaths of 200 and 600 meters during the period December 15 to April 30 inclusive in the following areas

(1) 48°10' to 47°35' north latitude

(2) 47°00' to 46°08' north latitude

(3) 45°50' to 45°35' north latitude

(4) 45°09' to 44°41' north latitude

(5) 44°10' to 43°37' north latitude

(6) 42°00' to 41°15' north latitude

b. Conducting a specialized fishery for rockfish in the waters off the coast of the United States of America south of 48°10' north latitude In this connection, the annual incidental catch of rockfish by nationals and vessels of the two countries in this area shall not exceed the 1969 level, and the masters of fishing vessels will be instructed to avoid conducting fishing operations in areas of rockfish concentrations. For purposes of this Agreement, the term "incidental catch" means a catch taken unintentionally in the course of conducting a specialized fishery for other species.

The provisions of this paragraph shall not apply to vessels under 110 feet in length.

6. The two Governments will take effective measures to prevent the use by their nationals and vessels of liners of such mesh size as to retain immature fish in trawling for bottom fish,

and will also take all measures necessary to ensure the use in fishing for hake of bottom trawls with a mesh size in any of the parts no less than 60 to 70 millimeters or 2.4 to 2.8 inches, stretched mesh, including one knot (two bars). It is agreed that there will be no marked change in the manner in which bottom trawl gear is rigged and operated in 1971 and 1972.

7 The two Governments will take appropriate measures to ensure that their nationals and vessels refrain from fishing with mobile gear during the periods specified below at depths between 200 and 1000 meters and, bearing in mind the provisions of paragraph 9 of the Agreement, take additional precautions to avoid gear conflicts during the next seven days in the three areas enclosed by straight lines connecting the following coordinates in the order listed:

a. March 22 to 27 inclusive:

North Latitude	West Longitude
55° 04'	167° 18'
54° 44'	166° 14'
54° 30'	166° 24'
54° 34'	167° 14'
54° 50'	167° 38'
55° 04'	167° 18'

b. March 22 to 27 inclusive:

North Latitude	West Longitude
56° 18'	170° 24'
56° 20'	169° 03'
56° 12'	168° 46'

55°56'	169°10'
55°56'	170°24'
56°18'	170°24'

c. March 17 to 22 inclusive:

North Latitude	West Longitude
58°32'	174°52'
58°40'	174°20'
57°02'	173°00'
56°52'	173°44'
58°32'	174°52'

8. The Government of the United States of America will take appropriate measures to ensure the following·

a. Special measures will be taken to facilitate the entry of no more than four Soviet fishing vessels or fishery support vessels each month into each of the Ports of Seattle, Washington and Portland, Oregon. The Government of the United States will accept applications for entry into the Ports of Seattle and Portland pursuant to this paragraph either at the Embassy of the United States of America at Moscow or at the Department of State in Washington at least seven days prior to entry Applications may be made in Washington either by the Embassy of the Union of Soviet Socialist Republics or by a commercial shipping agent designated by the appropriate Soviet authorities.

b. The Government of the United States at its Embassy in Moscow will accept crew lists in application for visas valid for a period of six months and for multiple entries into United States ports pursuant to the provisions of this paragraph. Such a crew list shall be submitted at least 21 days prior to the first entry of a vessel into a port of the United States. 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 sub-paragraph, provided that visas issued thereunder shall only be valid for six months from the date of issuance of the original crew list visa. Application for port entry under sub-paragraph (a) of this paragraph shall specify whether shore leave is requested under such a multiple entry visa.

c. Subject to the provisions of the 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.

d. Each of the above understandings may be modified by mutual consent at any time.

9. Each Government will take appropriate measures with regard to areas of heavy concentration of fishing operations of both countries directed at prevention of damage to fishing gear, including·

a. Measures leading to improvement of the means for marking fixed fishing gear and for reciprocal notification of areas in which fixed gear is concentrated;

b. Measures to ensure that fixed gear is set with due regard for the operation of mobile gear;

c. Measures to ensure that vessels operating with mobile gear will pass clearly marked fixed gear at a distance of not less than 400 meters from the nearest marker

10. Both Governments will take appropriate measures to ensure that, to the extent practicable, waste materials are

discharged at sea only in waters deeper than 1,000 meters. United States fishery authorities and Soviet fishing fleet commanders 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.

11. Both Governments consider it useful to arrange, when appropriate, for visits of representatives of fishermen's organizations of the two countries to each other's fishing vessels operating in the northeastern part of the Pacific Ocean. Such visits may be arranged on mutually agreed terms determined in each particular case by the Regional Director of the United States National Marine Fisheries Service in Seattle, Washington or Juneau, Alaska, as may be appropriate, and the Chief of the Joint Expedition of the Main Administration of DALRYBA. It is agreed that at least two such visits should be arranged during each fishing season.

12. Should a change in the dates of closure of the areas specified in paragraph 4 (c) or paragraph 7 of the Agreement become necessary, the two Governments will consult through diplomatic channels, at the request of either Government, with a view to an appropriate change in such dates.

13. 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.

14. This Agreement shall replace the Agreement of February 13, 1967 between the two Governments on certain fishery problems in the northeastern Pacific Ocean, as extended December 18, 1967 and as amended and extended January 31, 1969.[1] This Agreement

[1] TIAS 6218, 6409, 6474, 6636, 18 UST 190, 3162, 19 UST 4760; 20 UST 340.

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shall remain in effect for a period of two years. 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 the expiration of the period of validity of this Agreement to review its operation and to decide on future arrangements.

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

DONE at Washington, February 12, 1971, in duplicate, in the English and Russian languages, both texts being equally authentic

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Donald L. McKernan [1]

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS

[2]

[1] Donald L. McKernan
[2] Vladimir M. Kamentsev

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 северо-восточной части Тихого океана у побережья Соединенных Штатов Америки

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик,

будучи взаимно заинтересованы в том, чтобы рыболовство в северо-восточной части Тихого океана у побережья Соединенных Штатов осуществлялось с должным учетом их соответствующих интересов и,

считая желательным осуществлять промысел в указанных районах с должным учетом сохранения рыбных запасов, а также принимать меры по предотвращению случаев нанесения ущерба орудиям лова, используемым рыбаками обеих стран,

согласились о нижеследующем:

I. Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик считают желательным расширить научные исследования видов рыб, представляющих интерес для обеих сторон, как на национальной основе, так и в форме координированных исследований по согласованным программам. Компетентные организации обоих Правительств обеспечат, по крайней мере на годичной основе, следующее:

a/ обмен научными и статистическими данными, опубликованными работами и результатами рыбохозяйственных научных исследований;

b/ встречи ученых и, в подходящих случаях, участие ученых каждого Правительства в рыбохозяйственных исследованиях, проводимых на научно-исследовательских судах другого Правительства.

Каждое Правительство, в рамках внутреннего законодательства и правил регулирования, будет содействовать заходу в соответствующие порты научно-исследовательских судов другого Правительства, занимающихся такими совместными исследованиями.

2. Рыболовные суда Советского Союза могут вести промысел и осуществлять грузовые операции в девятимильной зоне, прилежащей к территориальным водам Соединенных Штатов Америки в следующих районах:

a/ в заливе Аляска между I40°30' з.д. и I42°30' з.д.,

b/ у беринговоморского побережья Алеутских островов.

I/ между I69° з.д. и I72° з.д.,

2/ к западу от I76° з.д.,

3/ с I6 февраля по I4 сентября, включительно, между I65° з.д. и I69° з.д.,

4/ с I апреля по 3I октября, включительно, между I72° з.д. и I76° з.д.,

c/ у тихоокеанского побережья Алеутских островов:

I/ между I69° з.д. и I72° з.д.,

2/ к западу от I78°30' з.д.,

3/ с I6 февраля по I4 сентября, включительно, между I66° з.д. и I69° з.д.,

4/ с I апреля по 3I октября, включительно, между I72° з.д. и I78°30' з.д.

Промысловое усилие в этих районах не будет превышать уровня I966 года. В этой связи статистические данные о промысловых усилиях и уловах по отдельным видам рыб в этих районах будут представляться на регулярной основе.

3. Дополнительно, рыболовные суда Советского Союза могут осуществлять грузовые операции в следующих районах в девятимильной зоне, прилежащей к территориальным водам Соединенных Штатов Америки:

a/ с северной стороны острова Нунивак в Беринговом море между 166°39' з.д. и 166°51' з.д. и с южной стороны острова Нунивак между 165°49' з.д. и 166°01' з.д.,

b/ с северной стороны острова Св. Матвея в Беринговом море между 172°29' з.д. и 172°46' з.д. и с южной стороны острова Св. Матвея между 172°17' з.д. и 172°35' з.д. и между 172°54' з.д. и 173°04' з.д.,

c/ с северной стороны острова Уналашка между 167°30' з.д. и 167°35' з.д.,

d/ с западной стороны острова Санак в водах, ограниченных с севера 54°36' с.ш., с юга 54°26' с.ш., с запада 163°05' з.д. и с востока 162°40' з.д.,

e/ у островов Семиди в заливе Аляска между 56° с.ш. и 56°19' с.ш.,

f/ к северу от острова Мармот в заливе Аляска между 151°42' з.д. и 151°52' з.д.,

g/ с восточной стороны острова Каяк в заливе Аляска между 59°52' с.ш. и 59°56' с.ш. к западу от 143°53' з.д., а также с западной стороны острова Каяк между 59°56' с.ш. и 60°00' с.ш.,

h/ у острова Форестер в водах, ограниченных с севера 54°54' с.ш., с востока 133°16' з.д. и с юга 54°44' с.ш.

4. Правительство Советского Союза примет необходимые меры к тому, чтобы граждане и суда Советского Союза.

a/ воздерживались от ведения промысла рыбы у тихоокеанского побережья США в водах между 46°14' с.ш. и 46°56' с.ш. от изобаты 110 метров в сторону суши;

b/ воздерживались от концентрации рыболовных судов в период с 15 июня по 15 сентября, включительно, в водах между 47°54' с.ш. и 48°28' с.ш. к востоку от 125°10' з.д.,

c/ воздерживались от промысла в следующих районах в период с 7 мая по 2I мая, включительно:

I/ район, ограниченный прямыми линиями, соединяющими следующие точки в перечисленном ниже порядке:

Северная широта	Западная долгота
59°28'	I50°00'
59°28'	I47°4I'
58°30'	I48°30'
58°42'	I50°20'
59°28'	I50°00'

2/ район, ограниченный прямыми линиями, соединяющими следующие точки в перечисленном ниже порядке:

Северная широта	Западная долгота
58°05'	I50°27'
58°05'	I48°47'
57°40'	I50°05'
58°05'	I50°27'

3/ воды, простирающиеся в сторону моря от девятимильной зоны, прилежащей к территориальным водам Соединенных Штатов в районе, ограниченном прямыми линиями, соединяющими следующие точки в перечисленном ниже порядке:

Северная широта	Западная долгота
56°24'	I56°30'
56°I8'	I55°48'
55°3I'	I56°04'
55°30'	I56°3I'
56°24'	I56°30'

d/ в период с I5 сентября по I5 февраля, включительно, воздерживались от тралового промысла в водах, простирающихся в сторону моря от девятимильной зоны, прилежащей к территориальным водам Соединенных Штатов, в районе, ограниченном прямыми линиями, соединяющими следующие точки в перечисленном ниже порядке:

Северная широта	Западная долгота
54°10'	163°04'
53°28'	166°00'
54°00'	166°00'
54°00'	165°00'
54°33'	164°00'
54°33'	163°04'
54°10'	163°04'

Согласовано, что в этом районе к западу от 164°45' з.д. траловый промысел может осуществляться в указанный период на глубинах 200 метров и более.

5. Оба Правительства примут соответствующие меры, чтобы их граждане и суда воздерживались от:

а/ ведения донного тралового промысла вдоль побережья США в северо-восточной части Тихого океана между изобатами 200 и 600 метров в период с 15 декабря по 30 апреля, включительно, в следующих районах:

1/ 48°10' с.ш. до 47°35' с.ш.

2/ 47°00' с.ш. до 46°08' с.ш.

3/ 45°50' с.ш. до 45°35' с.ш.

4/ 45°09' с.ш. до 44°41' с.ш.

5/ 44°10' с.ш. до 43°37' с.ш.

6/ 42°00' с.ш. до 41°15' с.ш.,

b/ ведения специализированного промысла морских окуней в водах у побережья Соединенных Штатов Америки, расположенных к югу от 48°10' северной широты. В этой связи ежегодный прилов морских окуней в этом районе гражданами и судами обеих стран не должен превышать уровня 1969 года, и капитаны рыболовных судов получат указания избегать ведения промысла в районах концентрации морских окуней. Для целей настоящего Соглашения термин "прилов" означает улов, взятый непреднамеренно при ведении специализированного промысла других видов рыб.

Положения настоящего параграфа не применяются к судам менее II0 футов в длину.

6. Оба Правительства примут эффективные меры, предотвращающие использование их гражданами и судами при траловом промысле донных рыб вставок с таким размером ячеи, при котором вылавливается молодь рыб, а также примут все меры, необходимые для обеспечения применения донных тралов на промысле хека с размером ячеи в любой их части не менее 60-70 мм или 2,4-2,8 дюйма в растянутом состоянии, включая один узел (два шага). Согласовано, что в I97I и I972 годах не будет существенных изменений в оснастке и методах работы донными тралами.

7. Оба Правительства примут соответствующие меры, чтобы их граждане и суда воздерживались от промысла подвижными орудиями лова в периоды, указанные ниже, на глубинах от 200 метров до I000 метров, а также, имея в виду положения параграфа 9 Соглашения, принимали дополнительные меры предосторожности для избежания конфликтов между орудиями лова в течение последующих семи дней в трех районах, ограниченных прямыми линиями, соединяющими следующие точки в перечисленном ниже порядке:

a/ с 22 по 27 марта, включительно:

Северная широта	Западная долгота
55°04'	I67°I8'
54°44'	I66°I4'
54°30'	I66°24'
54°34'	I67°I4'
54°50'	I67°38'
55°04'	I67°I8'

b/ с 22 по 27 марта, включительно:

Северная широта	Западная долгота
56°I8'	I70°24'
56°20'	I69°03'
56°I2'	I68°46'
55°56'	I69°I0'
55°56'	I70°24'
56°I8'	I70°24'

c/ с I7 по 22 марта, включительно:

Северная широта	Западная долгота
58°32'	I74°52'
58°40'	I74°20'
57°02'	I73°00'
56°52'	I73°44'
58°32'	I74°52'

8. Правительство Соединенных Штатов Америки примет соответствующие меры для того, чтобы обеспечить следующее:

a/ будут приняты специальные меры для содействия заходам не более, чем четырех советских рыболовных судов или вспомогательных судов рыбной промышленности в течение каждого месяца в каждый из портов Сиэтла, штат Вашингтон и Портленда, штат Орегон;

Правительство Соединенных Штатов будет принимать запросы о заходе в порты Сиэтла и Портленда, в соответствии с настоящим параграфом в Посольстве Соединенных Штатов Америки в Москве или в Государственном департаменте в Вашингтоне по крайней мере за семь дней до захода. Запросы могут быть сделаны в Вашингтоне Посольством Союза Советских Социалистических Республик или коммерческим судовым агентом, назначенным соответствующими советскими властями;

b/ Правительство Соединенных Штатов будет принимать в своем Посольстве в Москве судовые роли при обращении за визами, действительными на период в шесть месяцев и на многократные заходы в порты Соединенных Штатов, в соответствии с положениями настоящего параграфа. Такая судовая роль представляется по крайней мере за 2I день до первого захода судна в порт Соединенных Штатов. Представление исправленной (дополнительной) судовой роли после отхода судна из советских портов также подпадает под действие положений настоящего пункта 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 запросе на заход в порт в соответствии с пунктом "a" настоящего параграфа указывается, требуется ли выход экипажа на берег согласно такой многократной въездной визе;

c/ с учетом положений настоящего Соглашения понимается, что заход советских судов в любой из портов Соединенных Штатов подпадает под действие соответствующих законов и правил Соединенных Штатов;

d/ любая договоренность, изложенная выше, может быть в любое время изменена по взаимному согласию сторон.

9. В районах наибольшей концентрации рыбопромысловых операций обеих стран каждое Правительство предпримет необходимые меры, направленные на предотвращение повреждения орудий лова, включая:

a/ меры, ведущие к улучшению средств маркировки неподвижных орудий лова и взаимному оповещению о районах концентрации неподвижных орудий лова,

b/ меры, направленные на обеспечение установки неподвижных орудий лова с должным учетом работы подвижными орудиями лова,

c/ меры, направленные на обеспечение прохождения судами, работающими подвижными орудиями лова, четко обозначенных неподвижных орудий лова на расстоянии не меньшем, чем 400 метров от ближайшего опознавательного знака.

10. Оба Правительства примут надлежащие меры к тому, чтобы по мере практической возможности отходы выбрасывались в море только на глубинах более 1000 метров. Начальники промысловых экспедиций советского рыболовного флота и рыболовные власти Соединенных Штатов будут информировать друг друга о местонахождении потерянных орудий лова и других предметов, представляющих опасность для рыболовных операций в местах совместного промысла.

11. Оба Правительства считают полезным организовывать, в подходящих случаях, посещения представителями организаций рыбаков обеих стран рыболовных судов друг друга, работающих в северо-восточной части Тихого океана. Такие посещения могут быть организованы на взаимно согласованных условиях, определяемых в каждом конкретном случае начальником объединенной экспедиции флота Главного управления Дальрыба и региональным директором Национальной службы морского рыболовства Соединенных Штатов в Сиэтле, штат Вашингтон, или Джуно,

штат Аляска, как будет удобнее. Согласовано, что по крайней мере, два таких посещения должны быть организованы в течение каждого промыслового сезона.

I2. В случае необходимости изменения дат закрытия районов, указанных в параграфе 4(с) или параграфе 7 Соглашения, по просьбе любого из Правительств оба Правительства проконсультируются по дипломатическим каналам, имея в виду соответствующее изменение таких дат.

I3. Ничто в настоящем Соглашении не должно трактоваться в ущерб взглядам любого из Правительств на свободу рыболовства в открытом море или на традиционный промысел рыбы.

I4 Настоящее Соглашение заменяет Соглашение между обоими Правительствами по некоторым вопросам рыболовства в северо-восточной части Тихого океана от I3 февраля I967 года, продленное I8 декабря I967 года, и продленное и измененное 3I января I969 года. Настоящее Соглашение остается в силе в течение двух лет. По просьбе любого из Правительств представители обоих Правительств встретятся во взаимоприемлемое время с целью изменения настоящего Соглашения. В любом случае представители обоих Правительств встретятся во взаимоприемлемое время до истечения срока действия настоящего Соглашения с тем, чтобы рассмотреть, как осуществляется Соглашение и решить вопрос о дальнейших мероприятиях.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, будучи должным образом на то уполномочены, подписали настоящее Соглашение.

СОВЕРШЕНО в Вашингтоне 12 февраля I97I года в двух экземплярах, каждый на английском и русском языках, причем оба текста являются равно аутентичными.

За Правительство
Соединенных Штатов Америки

За Правительство
Союза Советских Социалистических
Республик

TIAS 7046

TRINIDAD AND TOBAGO

Double Taxation: Taxes on Income

Convention signed at Port of Spain January 9, 1970;
Ratification advised by the Senate of the United States of America, subject to a reservation, November 25, 1970;
Ratified by the President of the United States of America, subject to said reservation, December 24, 1970;
Ratified by Trinidad and Tobago December 30, 1970;
Ratifications exchanged at Port of Spain December 30, 1970;
Proclaimed by the President of the United States of America January 18, 1971,
Entered into force December 30, 1970.
With procès-verbal of exchange of ratifications.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT

The convention between the United States of America and Trinidad and Tobago for the avoidance of double taxation, the prevention of fiscal evasion with respect to taxes on income, and the encouragement of international trade and investment was signed at Port of Spain on January 9, 1970, the text of which is as follows.

CONVENTION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF TRINIDAD AND TOBAGO FOR THE AVOIDANCE OF DOUBLE TAXATION, THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME, AND THE ENCOURAGEMENT OF INTERNATIONAL TRADE AND INVESTMENT

The Government of the United States of America and the Government of Trinidad and Tobago, desiring to conclude a convention for the avoidance of double taxation, the prevention of fiscal evasion with respect to taxes on income, and the encouragement of international trade and investment, have agreed upon the following articles.

ARTICLE 1

Taxes Covered

(1) The taxes which are the subject of this Convention are

(a) In the case of the United States, the Federal income tax imposed by the Internal Revenue Code (but not including the personal holding company tax and accumulated earnings tax) (hereinafter called United States tax),

(b) In the case of Trinidad and Tobago, the corporation tax and and the income tax (hereinafter called Trinidad and Tobago tax)

(2) This Convention shall also apply to taxes substantially similar to those covered by paragraph (1) which are subsequently imposed in addition to, or in place of, existing taxes.

(3) For the purpose of Article 6 (Nondiscrimination), this Convention shall apply to taxes of every kind imposed at the National, State, and local level.

ARTICLE 2

General Definitions

(1) In this Convention, unless the context otherwise requires.

(a) (i) The term "United States" means the United States of America, and

(ii) When used in a geographical sense, the term "United States" means the States thereof and the District of Columbia. Such term also includes (A) the territorial sea thereof and (B) the seabed and subsoil of the adjacent submarine areas beyond the territorial sea over which the United States exercises sovereign

rights, in accordance with international law concerning the continental shelf, for the purpose of exploration and exploitation of the natural resources of such areas, but only to the extent that the person, property, or activity to which this Convention is being applied is connected with such exploration or exploitation.

(b) (i) The term "Trinidad and Tobago" means the islands of Trinidad and Tobago, and

(ii) When use in a geographical sense, the term "Trinidad and Tobago" includes (A) the territorial sea thereof and (B) the seabed and subsoil of the adjacent submarine areas beyond the territorial sea over which Trinidad and Tobago exercises sovereign rights, in accordance with Trinidad and Tobago legislation and international law concerning the continential shelf, for the purpose of exploration and exploitation of the natural resources of such areas, but only to the extent that the person, property, or activity to which this Convention is being applied is connected with such exploration or exploitation.

(c) The terms "one of the Contracting States" and "the other Contracting State" mean the United States or Trinidad and Tobago, as the context requires.

(d) The term "person" comprises an individual, a corporation, and any other body of individuals or persons.

(e) The term "United States corporation" or "corporation of the United States" means a corporation or any entity treated as a corporation for United States tax purposes, which is created or organized under the laws of the United States or any State thereof or the District of Columbia.

(f) The term "Trinidad and Tobago corporation" or "corporation of Trinidad and Tobago" means any company or any entity treated as a company under Trinidad and Tobago tax law, which is resident within Trinidad and Tobago for purposes of Trinidad and Tobago tax.

(g) The term "resident of the United States" means.

(i) A United States corporation, or

(ii) Any person (other than a corporation) resident in the United States for purposes of United States tax, but in the case of a partnership, estate, or trust only to the extent that the income derived by such person is subject to United States tax as the income of a resident.

(h) The term "resident of Trinidad and Tobago" means

(i) A Trinidad and Tobago corporation, or

(ii) Any person (other than a corporation) resident in Trindad and Tobago for purposes of Trinidad and Tobago tax, but in the case of a partnership, estate, or trust only to the extent that the income derived by such person is subjected to Trinidad and Tobago tax as the income of a resident.

(i) The term "competent authority" means

(i) In the United States, the Secretary of the Treasury or his delegate,

(ii) In Trinidad and Tobago, the Minister of Finance or his authorized representative.

(j) The term "State" means any National State, whether or not one of the Contracting States.

(k) The terms "paid", "distributed", and "received" when used with respect to income shall include amounts "credited"

(2) As regards the application of the provisions of this Convention by one of the Contracting States, any term not defined in the Convention shall, unless the context otherwise requires, have the meaning which it has under the laws of that Contracting State relating to the taxes which are the subject of this Convention. Notwithstanding the previous sentence, if the meaning of such a term under the laws of one of the Contracting States is different from the meaning of the term under the laws of the other Contracting State, or if the meaning of such a term is not readily determinable under the laws of one of the Contracting States, the competent authorities of the Contracting States may, in order to prevent double taxation or further any other purpose of this Convention, establish a common meaning of the term for the purpose of this Convention by means of mutual agreement arrived at in accordance with Article 23 (Mutual Agreement Procedures)

ARTICLE 3

General Rules of Taxation

(1) A resident of one of the Contracting States shall be taxable by the other Contracting State only on income derived from sources within that other Contracting State. For this purpose, the rules set forth in Article 5 (Source of Income) shall be applied to determine the source of income.

(2) A resident of one of the Contracting States may be taxed by the other Contracting State on income taxable under paragraph (1) in accordance with the limitations set forth in this Convention. Any income to which the provisions of this Convention are not expressly applicable shall be taxable by each of the Contracting States in accordance with its own law The provisions of this Convention shall not be construed to restrict in any manner any exclusion, exemption, deduction, credit, or other allowance now or hereafter accorded (a) by the laws of one of the Contracting States in the determination of the tax imposed by that State or (b) by any other agreement between the Contracting States.

(3) Except as provided in paragraph (4), a Contracting State may tax a resident of that Contracting State (whether or not such person is also a resident of the other Contracting State), and the United

States may tax its citizens, as if this Convention had not come into effect.

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

(a) The benefits conferred by a Contracting State under Articles 4 (Relief from Double Taxation), 6 (Nondiscrimination), and 7 (Tax Deferral for Technical Assistance),

(b) The benefits conferred by a Contracting State under Articles 18 (Teaching and Research), 19 (Students and Trainees), 20 (Governmental Salaries), and 21 (Rules Applicable to Personal Income Articles) upon individuals, other than (i) citizens of that Contracting State, or, (ii) in the case of the United States, individuals having immigrant status in the United States.

ARTICLE 4

Relief from Double Taxation

Double taxation shall be avoided in the following manner·

(1) Subject to the provisions of the law of the United States regarding the allowance as a credit against United States tax of tax payable in a territory outside the United States (which shall not affect the general principle hereof), the United States shall allow to a citizen or resident as a credit against its taxes, the appropriate amount of Trinidad and Tobago tax paid and, in the case of a United States corporation owning at least 10 percent of the voting power of a corporation resident in Trinidad and Tobago, shall allow credit for the appropriate amount of Trinidad and Tobago tax paid by the corporation paying such dividend with respect to the profits out of which such dividend is paid, if the recipient of such dividend includes in its gross income for the purpose of United States tax the amount of such Trinidad and Tobago tax. For this purpose, the recipient of any dividend paid by a corporation which is resident in Trinidad and Tobago shall be considered to have paid to Trinidad and Tobago tax legally deducted from such dividend payment by the person by or through whom payment thereof is made (to the extent that it is a tax chargeable in accordance with the present Convention), if such recipient elects to include in his gross income for purposes of United States tax the amount of such Trinidad and Tobago tax. The appropriate amount of Trinidad and Tobago tax which shall be allowed as a credit under this paragraph shall be based upon the amount of Trinidad and Tobago tax paid but shall not exceed that portion of United States tax which net income from sources within Trinidad and Tobago bears to the entire net income.

(2) Subject to the provisions of the law of Trinidad and Tobago regarding the allowance as a credit against Trinidad and Tobago tax of tax payable in a territory outside Trinidad and Tobago (which shall not affect the general principle hereof), the United States tax payable under the law of the United States and in accordance with

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the present Convention, whether directly or by deduction (excluding, in the case of a dividend, tax payable in respect of profits out of which the dividend is paid), shall be allowed as a credit against any Trinidad and Tobago tax. In addition, in the case of a dividend paid by a United States corporation to a Trinidad and Tobago corporation which controls directly or indirectly at least 10 percent of the voting power in the United States corporation, the credit shall take into account the United States tax payable by the United States corporation in respect of the profits out of which such dividend is paid. The amount of United States tax which shall be allowed as a credit under this paragraph shall be based upon the amount of United States tax paid but shall not exceed that portion of Trinidad and Tobago tax which net income from sources within the United States bears to the entire net income.

Article 5

Source of Income

For purposes of this Convention

(1) (a) Except as provided in subparagraph (b) and in paragraph (5) of Article 12 (Dividends), dividends paid by a corporation of one of the Contracting States shall be treated as income from sources within that Contracting State, and dividends paid by any other corporation shall be treated as income from sources outside that Contracting State.

(b) Dividends paid by a Trinidad and Tobago corporation shall be treated as income from sources within the United States if, for the 3-year period ending with the close of its taxable year preceding the declaration of such dividends (or for such portion of that period as the corporation has been in existence), such corporation –

(i) Had a permanent establishment in the United States, and

(ii) Derived 50 percent or more of its gross income from industrial or commercial profits effectively connected with the industrial or commercial activity engaged in through such permanent establishment,

but only in an amount which bears the same ratio to such dividends as the gross income of the corporation for such period which is effectively connected with the commercial or industrial activity engaged in through such permanent establishment within the United States bears to its gross income from all sources. Notwithstanding the preceding sentence, the amount of dividends treated as income from United States sources under this subparagraph shall not exceed the net amount of money or property transferred from such permanent establishment during such period.

(2) (a) Except as provided in subparagraph (b), interest paid by a Contracting State, including any local government thereof, or by a resident of that Contracting State shall be treated as income from sources

within that Contracting State, and interest paid by any other person shall be treated as income from sources outside that Contracting State.

(b) Interest paid by a resident of any State with a permanent establishment in another State directly or indirectly out of the funds of such permanent establishment on indebtedness incurred for the sole use of, or on banking deposits made with, such permanent establishment shall be treated as income from sources within the State in which such permanent establishment is located.

(3) Royalties paid for the use of, or the right to use, property described in paragraph (4) of Article 14 (Royalties) in a State shall be treated as income from sources within that State.

(4) Income from real property and royalties from the operation of mines, quarries, or other natural resources shall be treated as income from sources within the State in which such property is located.

(5) Income from the rental of tangible personal (movable) property shall be treated as income from sources within the State in which such property is located when rented.

(6) Income received by an individual for his performance of personal services (either as an employee or in an independent capacity) or for furnishing the personal services of another person and income received by a corporation for furnishing the personal services of its employees or others shall be treated as income from sources within the State in which such services are performed. If services are performed partly within and partly outside a State, income from the performance or furnishing of such services shall be treated as income from sources partly within and partly outside that State. Compensation for personal services, and private pensions and annuities paid in respect of such services, performed aboard ships or aircraft operated in international traffic by a resident of a Contracting State and, in the case of the United States, registered in the United States, shall be treated as income from sources within that Contracting State, if performed by a member of the regular complement of the ship or aircraft.

(7) Income from the purchase and sale of personal (movable) property shall be treated as income from sources within the State in which such property is sold.

(8) Notwithstanding paragraphs (1) through (7), industrial or commercial profits which are attributable to a permanent establishment which the recipient, being a resident of one of the Contracting States, has in the other Contracting State, including income dealt with in Articles 12 (Dividends) 13 (Interest), 14 (Royalties), and 15 (Income from Real Property) from rights or property which is effectively connected with such permanent establishment, shall be treated solely as income from sources within the other Contracting State. For the purposes of this Convention, to determine whether rights or property is effectively connected with a permanent establishment, the factors taken into account shall include whether the income is derived from property used in or held for use in the commercial or industrial activities carried on through such permanent establishment, or the commercial or

industrial activities carried on through such permanent establishment were a material factor in the realization of the income.

(9) The source of any item of income to which the provisions of this article are not expressly applicable shall be determined by each of the Contracting States in accordance with its own law.

ARTICLE 6

Nondiscrimination

(1) A national of one of the Contracting States who is a resident of the other Contracting State shall not be subjected in that other Contracting State to more burdensome taxes than is a national of that other Contracting State who is a resident thereof.

(2) A national or corporation of one of the Contracting States which has a permanent establishment in the other Contracting State shall not be subjected in that other Contracting State to more burdensome taxes than is a national or corporation of that other Contracting State. This paragraph shall not be construed –

(a) To require a Contracting State to grant to nationals of the other Contracting State who are not residents of the first-mentioned Contracting State any personal allowances or deductions which are by its law available only to residents of the first-mentioned Contracting State,

(b) To prevent the application of paragraph (5) of Article 12 (Dividends) relating to tax on branch profits, or

(c) To prevent the United States from imposing a tax burden comparable to that referred to in subparagraph (b) on the income of a permanent establishment maintained by a resident of Trinidad and Tobago in the United States.

(3) A corporation of one of the Contracting States, the capital of which is wholly or partly owned by one or more nationals or corporations of the other Contracting State, shall not be subjected in the first-mentioned Contracting State to more burdensome taxes than is a corporation of that Contracting State, the capital of which is wholly owned by one or more nationals or corporations of that Contracting State.

ARTICLE 7 [1]

Tax Deferral for Technical Assistance

(1) If, in accordance with the laws of the Contracting States regulating foreign investment, a resident of one of the Contracting States transfers to a corporation of the other Contracting State for use in connection with a trade or business actively conducted by such corporation in that other Contracting State any –

(a) Patent, invention, model, design, secret formula or process, or similar property right, or

[1] See p. 189.

(b) Information concerning industrial, commercial, or scientific knowledge, experience, or skill,

or provides technical, managerial, engineering, architectural, scientific, skilled, industrial, commercial, or like services which are ancillary and subsidiary to the transfer of the property rights referred to in (a) or information referred to in (b), and if in consideration thereof such resident receives from the corporation its stock, such resident may elect not to include in income for purposes of United States tax and Trinidad and Tobago tax any amount otherwise includible by reason of the receipt of such stock. In that event, otherwise deductible expenses incurred in the transaction shall not be currently deducted to the extent that they are allocable to amounts so excluded from income. If the stock received is thereafter disposed of, the amount excluded (or, if such stock is sold or exchanged for less than such amount, the amount received upon the sale or exchange) shall then be included in income in the manner in which it would have been included upon receipt of such stock. The deductions disallowed shall be allowed upon a disposition of the stock received and any gain upon such disposition shall be determined as if such amount had been included in income, and such deductions allowed, upon receipt of such stock.

(2) (a) With respect to United States tax, the provisions of this article shall be subject to such regulations as are prescribed by the Secretary of the Treasury or his delegate to effectuate the provisions of this article and to further define and determine the terms, conditions, and amounts referred to herein.

(b) With respect to Trinidad and Tobago tax, the provisions of this article shall be subject to such regulations as are prescribed by the Minister of Finance or his authorized representative to effectuate the provisions of this article and to further define and determine the terms, conditions, and amounts referred to herein. In particular, the Minister of Finance or his authorized representative may by regulations prescribe standards for the determination of whether the services referred to in paragraph (1) are ancillary and subsidiary to the property rights or information referred to in such paragraph.

(c) To the extent provided by applicable regulations, a portion of any stock to which this article applies may be required to be deposited with a designated bank or other depositary for the purpose of assuring collection of the taxes payable under this article upon disposition of the stock.

Article 8

Business Profits

(1) Industrial or commercial profits of a resident of one of the contracting States shall be taxable only in that Contracting State unless such resident is engaged in industrial or commercial activity

through a permanent establishment in the other Contracting State. If such a resident of one of the Contracting States is so engaged, tax may be imposed by that other Contracting State on the industrial or commercial profits of that resident but only on so much of such profits as are attributable to the permanent establishment in that other Contracting State.

(2) Where a resident of one of the Contracting States engages in industrial or commercial activity in the other Contracting State through a permanent establishment situated therein, there shall be attributed to that permanent establishment the industrial or commercial profits which it might be expected to derive in that other Contracting State if it were an independent entity engaged in the same or similar activities under the same or similar conditions and dealing at arm's length with the resident of which it is a permanent establishment.

(3) In the determination of the industrial or commercial profits of a permanent establishment there shall be allowed as deductions, expenses wherever incurred, which are reasonably connected with such profits, including executive and general administrative expenses.

(4) No profits shall be deemed to be derived merely by reason of the purchase of goods or merchandise by a permanent establishment, or by the resident of which it is a permanent establishment, for the account of that resident.

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

(6) For purposes of this article, the term "industrial or commercial profits" means income derived from the active conduct of a trade or business. It includes profits from manufacturing, mercantile, agricultural, fishing, transportation, communication, or extractive activities, from the rental of tangible personal (movable) property, from the furnishing by an individual of the personal services of another person and from the furnishing by a corporation of the personal services of its employees. It includes income dealt with in Article 12 (Dividends), Article 13 (Interest), Article 14 (Royalties), and Article 15 (Income from Real Property), but only if the right or property giving rise to the dividends, interest, royalties, or income from real property is effectively connected with a permanent establishment which the recipient, being a resident of one Contracting State, has in the other Contracting State. It does not include insurance premiums or income received by an individual for his performance of personal services (either as an employee or in an independent capacity), nor does it include rentals from motion picture films or films or tapes for radio or television broadcasting.

ARTICLE 9

Definition of Permanent Establishment

For purposes of this Convention –

(1) The term "permanent establishment" means a fixed place of business through which a resident of one of the Contracting States engages in industrial or commercial activity

(2) The term "a fixed place of business" includes, but is not limited to, a seat of management, an office, a store or other sales outlet, a workshop, a factory, a warehouse, a mine, a quarry, or other place of extraction of natural resources, or a building, construction, or installation project.

(3) Notwithstanding paragraphs (1) and (2), a permanent establishment shall not include a fixed place of business used only for one or more of the following activities

(a) The processing by another person under arrangements or conditions which are or would be made between independent persons, of goods or merchandise belonging to the resident,

(b) The purchase, under arrangements or conditions which are or would be made between independent persons, of goods or merchandise for the account of the resident,

(c) The storage and/or delivery of goods belonging to the resident (other than goods or merchandise held for sale by such resident in a store or other sales outlet),

(d) The collection of information for the resident,

(e) Advertising, the conduct of scientific research, the display of goods or merchandise, or the supply of information, if such activities have a preparatory or auxiliary character in the trade or business of the resident,

(f) Construction, assembly, or installation projects if the fixed place of business is used for such purpose for less than 6 months.

(4) Even if a resident of one of the Contracting States does not have a permanent establishment in the other Contracting State under paragraphs (1) through (3), nevertheless it shall be deemed to have a permanent establishment in that other Contracting State if it –

(a) Engages in industrial or commercial activity in that other Contracting State through a person who –

(i) Has authority to conclude contracts in the name of that resident and habitually exercises that authority in that other Contracting State, unless the exercise of the authority is limited to the purchase of goods or merchandise for the account of the resident, or

(ii) Maintains in that other Contracting State a stock of goods or merchandise belonging to that resident from which he regularly fills orders or makes deliveries;

(b) Maintains equipment or machinery for rental or other purposes within that other Contracting State for a period of 6 months or more, or

(c) Sells in that other Contracting State goods or merchandise which either –

(i) Were subjected to substantial processing in that Contracting State (whether or not purchased in that Contracting State), or

(ii) Were purchased in that Contracting State and not subjected to substantial processing outside that Contracting State.

(5) Notwithstanding paragraph (4), a resident of a Contracting State shall not be deemed to have a permanent establishment in the other Contracting State merely because it uses the services in that other Contracting State of a bona fide broker, general commission agent, forwarding agent, custodian, or other agent of independent status acting in the ordinary course of its business.

(6) The fact that a resident of one of the Contracting States is a related person with respect to (a) a resident of the other Contracting State or (b) a corporation which engages in industrial or commercial activity in that other Contracting State (whether through a permanent establishment or otherwise) shall not of itself be taken into account in determining whether the first-mentioned resident has a permanent establishment in that other Contracting State.

(7) If a resident of one of the Contracting States has a permanent establishment in the other Contracting State at any time during the taxable year, it shall be considered to have a permanent establishment in that other Contracting State for the entire taxable year.

Article 10

Ships and Aircraft

(1) Notwithstanding Article 8 (Business Profits), income which a resident of the United States derives from the operation in international traffic of ships or aircraft registered in the United States shall be exempt from tax by Trinidad and Tobago.

(2) Notwithstanding Article 8 (Business Profits), income which a resident of Trinidad and Tobago derives from the operation in international traffic of ships or aircraft shall be exempt from tax by the United States.

Article 11

Related Persons

(1) Where a resident of one of the Contracting States and any other person are related and where such related persons make arrangements or impose conditions between themselves which are different from those which would be made between independent persons, then any income which would, but for those arrangements or conditions, have

accrued to such resident but, by reason of those arrangements or conditions, has not so accrued, may be included in the income of such resident for purposes of this Convention and taxed by that Contracting State accordingly

(2) A person is related to another person if either person owns or controls directly or indirectly the other, or if any third persons own or control directly or indirectly both. For this purpose, the term "control" includes any kind of control, whether or not legally enforceable, and however exercised or exercisable.

ARTICLE 12

Dividends

(1) The tax imposed by Trinidad and Tobago on dividends derived from sources within Trinidad and Tobago by a resident of the United States shall not exceed –

(a) Twenty-five percent of the gross amount actually distributed, or

(b) When the recipient is a corporation, 10 percent of the gross amount actually distributed if–

(i) During the part of the paying corporation's taxable year which precedes the date of payment of the dividend and during the whole of its prior taxable year (if any), at least 10 percent of the outstanding shares of the voting stock of the paying corporation was owned by the recipient corporation, and

(ii) Not more than 25 percent of the gross income of the paying corporation for such prior taxable year (if any) consisted of interest and dividends (other than interest derived in the conduct of a banking, insurance, or financing business or dividends and interest received from subsidiary corporations having 50 percent or more of the outstanding shares of their voting stock owned by the paying corporation at the time such dividends or interest is received)

(2) The provisions of paragraph (1) shall not apply if the recipient of the dividends is a resident of the United States and has a permanent establishment in Trinidad and Tobago and the stock giving rise to the dividends is effectively connected with the permanent establishment. In such case Article 8 (Business Profits) shall apply

(3) Subject to the provisions of paragraph (5) of Article 13 (Interest), for purposes of this Convention

(a) The term "dividends" in the case of Trinidad and Tobago includes any item which under the law of Trinidad and Tobago is treated as a distribution of a company except that this term does not include any redeemable share capital or security issued by a corporation in respect of shares in the corporation otherwise than wholly for new consideration, or such part of any redeemable

share capital or security so issued as is not properly referable to new consideration.

(b) The term "dividends" in the case of the United States includes any item which under the law of the United States is treated as a distribution out of earnings and profits.

(4) Dividends paid by a corporation of one of the Contracting States to a person other than a resident of the other Contracting State (and in the case of dividends paid by a Trinidad and Tobago corporation, other than to a citizen of the United States) shall be exempt from tax by that other Contracting State, unless such dividends are treated as income from sources within that other Contracting State under paragraph (1) (b) or (8) of Article 5 (Source of Income).

(5) Notwithstanding the provisions of paragraphs (2) and (4), where a corporation of one of the Contracting States has a permanent establishment in the other Contracting State and derives profits or income which is effectively connected with that permanent establishment, any remittance of such profits or income by that permanent establishment may be taxed as a distribution in accordance with the law of the other Contracting State, but the rate so charged shall not exceed 10 percent.

Article 13

Interest

(1) Interest received by the Government of one of the Contracting States or any agency or instrumentality wholly owned by that Government shall be exempt from tax by the other Contracting State.

(2) The tax imposed by Trinidad and Tobago on interest received from sources within Trinidad and Tobago by a resident of the United States which is a bank or other financial institution not having a permanent establishment in Trinidad and Tobago shall not exceed 15 percent of the gross amount paid.

(3) Where any interest paid by a person to any related person exceeds a fair and reasonable consideration in respect of the indebtedness for which it is paid, the provisions of paragraph (2) shall apply only to so much of the interest as represents such fair and reasonable consideration, and the excess payment shall be characterized and taxed according to the laws of each Contracting State, including the provisions of this Convention where applicable.

(4) Interest paid by a corporation of one of the Contracting States to a person other than a resident or corporation of the other Contracting State (and, in the case of interest paid by a Trinidad and Tobago corporation, other than to a citizen of the United States) shall be exempt from tax by that other Contracting State, unless such interest is treated as income from sources within that other Contracting State under paragraph (2) (b) or (8) of Article 5.

(5) Any provision of Trinidad and Tobago law having the effect of requiring interest paid to be treated as a distribution by the Trinidad and Tobago corporation shall apply to interest paid to a resident of the United States only to the extent that the taxpayer is unable to demonstrate to the satisfaction of the taxing authorities of Trinidad and Tobago that the investment giving rise to the interest (and its denomination as indebtedness) did not have as its purpose the avoidance of Trinidad and Tobago tax.

ARTICLE 14

Royalties

(1) The tax imposed by one of the Contracting States on royalties derived from sources within that Contracting State by a resident of the other Contracting State shall not exceed 15 percent of the gross amount thereof, except as provided in paragraphs (2) and (3).

(2) Royalties derived from copyrights, or rights to produce or reproduce any literary, dramatic, musical, or artistic work, by a resident of one Contracting State shall be taxable only in that Contracting State.

(3) Paragraphs (1) and (2) shall not apply if the recipient of the royalty, being a resident of one of the Contracting States, has in the other Contracting State a permanent establishment and the right or property giving rise to the royalties is effectively connected with such permanent establishment. In such a case, the provisions of Article 8 (Business Profits) shall apply

(4) For the purposes of this article, the term "royalties" means any royalties, rentals, or other amounts paid as consideration for the use of, or the right to use

(a) Copyrights, artistic or scientific works, patents, designs, plans, secret processes or formulae, trademarks, or other like property or rights (not including motion picture films or films or tapes for radio or television broadcasting), or

(b) Information concerning industrial, commercial, or scientific knowledge, experience, or skill.

The term does not include any royalties, rentals, or other amounts paid in respect of the operation of mines, quarries, or other natural resources.

(5) Where any royalty paid by a person to any related person exceeds a fair and reasonable consideration in respect of the rights or property for which it is paid, the provisions of paragraphs (1) and (2) shall apply only to so much of the royalty as represents such fair and reasonable consideration, and the excess payment shall be characterized and taxed according to the laws of each Contracting State, including the provisions of this Convention where applicable.

ARTICLE 15

Income from Real Property

A resident of one of the Contracting States who is subject to tax in the other Contracting State on income from real property, including gains derived from the sale or exchange of such property, or on royalties in respect of the operation of mines, quarries, or other natural resources may elect for any taxable year to compute that tax, on such income, on a net basis as if such resident were engaged in trade or business in that other Contracting State.

ARTICLE 16

Investment or Holding Companies

A corporation of one of the Contracting States deriving dividends, interest, or royalties from sources within the other Contracting State shall not be entitled to the benefits of Article 12 (Dividends), 13 (Interest), or 14 (Royalties) if –

(a) By reason of special measures granting tax benefits to investment or holding companies the tax imposed on such corporation by the first-mentioned Contracting State with respect to such dividends, interest, or royalties is substantially less than the tax generally imposed by such Contracting State on corporate profits, and,

(b) Twenty-five percent or more of the capital of such corporation is held of record or is otherwise determined, after consultation between the competent authorities of the Contracting States, to be owned, directly or indirectly, by one or more persons who are not residents of the first-mentioned Contracting State (or, in the case of a Trinidad and Tobago corporation, who are citizens of the United States)

ARTICLE 17

Income from Personal Services

(1) An individual who is a resident of one of the Contracting States shall be exempt from tax by the other Contracting State with respect to income from personal services performed within that other Contracting State if he is present within that other Contracting State for a period or periods not exceeding in the aggregate 183 days during the taxable year, and either –

(a) (i) Such individual is an employee of a resident of a State other than that other Contracting State (or of a permanent establishment of a resident of that other Contracting State located outside that Contracting State), and

(ii) Such income is not deducted as such in computing the profits of a permanent establishment in that other Contracting State which are subject to tax in that Contracting State, or

(b) The gross amount of such income does not exceed $3,000 or its equivalent in Trinidad and Tobago dollars.

(2) Compensation received by an individual for personal services performed aboard ships or aircraft operated in international traffic by a resident of a Contracting State (and, in the case of the United States, registered in the United States) shall, subject to paragraph (3) of Article 3 (General Rules of Taxation), be exempt from tax by the other Contracting State, if the services are performed by a member of the regular complement of the ship or aircraft.

(3) For purposes of paragraph (1), the term "income from personal services" includes employment income and income earned by an individual from the performance of personal services in an independent capacity The term "employment income" includes income from services performed by officers and directors of corporations, but does not include income from personal services performed by partners, which shall be treated as income from the performance of services in an independent capacity

(4) The provisions of paragraph (1) shall not apply in the case of income from personal services derived by

(a) A public entertainer, theater, motion picture or television artist, musician, or athlete, if the gross amount of such income exceeds $100 or its equivalent in Trinidad and Tobago dollars for each day such person is present for the purpose of performing in the Contracting State in which such services are performed, or

(b) Any person providing the services of the persons described in subparagraph (a), even though such income may otherwise be considered to be exempt under some other provision of this Convention, if the gross amount of such income of such person for providing such services exceeds $100 or its equivalent in Trinidad and Tobago dollars for each day that the individuals whose services are being provided (or any one of such individuals) are present for the purpose of performing in the Contracting State in which such services are performed.

ARTICLE 18

Teaching and Research

(1) An individual who is a resident of one of the Contracting States at the beginning of his visit to the other Contracting State and who, at the invitation of the Government of that other Contracting State or of a university or other educational institution situated in that other Contracting State and approved by the appropriate educational authority of that Contracting State, visits that other Contracting State

for the primary purpose of teaching or engaging in research, or both, at a university or other educational institution approved by the appropriate educational authority of that Contracting State shall be exempt from tax by that other Contracting State on his income from personal services for teaching or research at such approved university or other educational institution for a period not exceeding 2 years from the date of his arrival in that other Contracting State.

(2) The exemption granted under paragraph (1) shall not apply –

(a) To income from research if such research is undertaken not in the public interest but primarily for the private benefit of a specific person or persons,

(b) To income in cases where an agreement exists between the Governments of the Contracting States for the provision of the services of such individuals.

ARTICLE 19

Students and Trainees

(1) (a) An individual who is a resident of one of the Contracting States at the beginning of his visit to the other Contracting State and who is temporarily present in that other Contracting State for the primary purpose of –

(i) Studying in that other Contracting State at a university or other educational institution approved by the appropriate educational authority of that Contracting State,

(ii) Securing training required to qualify him to practice a profession or a professional specialty, or

(iii) Studying or doing research as a recipient of a grant, allowance, or award from a governmental, religious, charitable, scientific, literary, or educational organization,

shall be exempt from tax by that other Contracting State with respect to –

(iv) Gifts from abroad for the purposes of his maintenance, education, study, research, or training,

(v) The grant, allowance, or award, and

(vi) Income from personal services performed in the other Contracting State in an amount not in excess of $2,000 or its equivalent in Trinidad and Tobago dollars for any taxable year; or, if such individual is securing training required to qualify him to practice a profession or a professional specialty, not in excess of $5,000 or its equivalent in Trinidad and Tobago dollars for any taxable year.

(b) The benefits under this paragraph shall only extend for such period of time as may be reasonably or customarily required to effectuate the purpose of the visit, but in no event shall any individual have the benefits of this paragraph for more than 5 taxable years.

(2) A resident of one of the Contracting States who is present in the other Contracting State for a period not exceeding 1 year, as an employee of, or under contract with, a resident or corporation of the first-mentioned Contracting State, for the primary purpose of –

(a) Acquiring technical, professional, or business experience from a person other than that resident or corporation of the first-mentioned Contracting State, or

(b) Studying in the other Contracting State at a university or other educational institution approved by the appropriate educational authority of that Contracting State,

shall be exempt from tax by the other Contracting State with respect to his income from personal services performed in that other Contracting State for that period in an amount not in excess of $5,000 or its equivalent in Trinidad and Tobago dollars.

(3) A resident of one of the Contracting States who is present in the other Contracting State for a period not exceeding 1 year, as a participant in a program sponsored by the Government of that other Contracting State, for the primary purpose of training, research, or study, shall be exempt from tax by that other Contracting State with respect to his income from personal services performed in that other Contracting State in connection with such training, research, or study in an amount not in excess of $10,000 or its equivalent in Trinidad and Tobago dollars.

Article 20

Governmental Salaries

Wages, salaries, and similar compensation, pensions, annuities, or similar benefits paid by, or from public funds of, one of the Contracting States to an individual who is a national of that Contracting State for services rendered to that Contracting State in the discharge of governmental functions shall be exempt from tax by the other Contracting State.

Article 21

Rules Applicable to Personal Income Articles

(1) Articles 17 (Income from Personal Services), 18 (Teaching and Research), 19 (Students and Trainees), and 20 (Governmental Salaries) shall apply to reimbursed travel expenses, but such expenses shall not be taken into account in computing the maximum amount of exemptions specified in Articles 17 and 19.

(2) An individual who qualifies for benefits under more than one of the provisions of Articles 17 through 20 may apply that provision most favorable to him, but he shall not be entitled to the benefits of more than

one of such provisions with respect to the same income in any taxable year.

ARTICLE 22

Private Pensions and Annuities

(1) Private pensions, private life annuities, and alimony paid to individuals who are residents of one of the Contracting States shall be exempt from tax by the other Contracting State.

(2) The term "life annuities", as used in this article, means a stated sum paid periodically at stated times during life, or during a specified number of years, under an obligation to make payments in return for adequate and full consideration in money or money's worth.

(3) The term "pensions", as used in this article, means periodic payments made after retirement or death in consideration for services rendered, or by way of compensation for injuries received in connection with past employment.

(4) The term "alimony", as used in this article, means periodic payments made pursuant to a decree of divorce or of separate maintenance which are taxable to the recipient under the internal laws of the Contracting State of which he is a resident.

ARTICLE 23

Mutual Agreement Procedures

(1) The competent authorities of the Contracting States may prescribe regulations for implementing the present Convention within the respective States and may communicate with each other directly for the purpose of giving effect to the provisions of this Convention. Should any difficulty or doubt arise as to the interpretation or application of this Convention, or its relationship to Conventions between one of the Contracting States and any other State, the competent authorities shall endeavor to settle the question as quickly as possible by mutual agreement.

(2) In particular, the competent authorities of the Contracting States may consult together to endeavor to agree –

(a) To the same application of the source rules set forth in Article 5 to particular items of income,

(b) To the same attribution of industrial or commercial profits to a resident of one of the Contracting States and to its permanent establishment situated in the other Contracting State, or

(c) To the same allocation of income between a resident of one of the Contracting States and any related person.

In the event that the competent authorities reach such an agreement, taxes shall be imposed on such income, and refund or credit of taxes shall be allowed, by the Contracting States in accordance with such agreement.

ARTICLE 24

Exchange of Information

(1) The competent authority of one of the Contracting States shall exchange such information with the competent authority of the other Contracting State as is pertinent to the carrying out of the provisions of this Convention or to the preventing of fraud or fiscal evasion in relation to the taxes which are subject of this Convention.

(2) The competent authority of the Contracting State to which a request for information is made shall not exchange information unless that information would be available under the taxation laws and administrative procedures of that Contracting State if the tax of the other Contracting State, to which the request for information relates, were the tax of the first-mentioned Contracting State and were being imposed by that Contracting State.

(3) Any information exchanged shall be treated as secret but may be disclosed to persons (including a court or administrative body) concerned with assessment, collection, enforcement, or prosecution with respect to the taxes which are the subject of this Convention.

(4) No information shall be exchanged which would disclose any trade, business, industrial, or professional secret.

ARTICLE 25

Assistance in Collection

(1) Each of the Contracting States shall endeavor to collect such taxes imposed by the other Contracting State as will ensure that any exemption or reduced rate of tax granted under this Convention by the other Contracting State shall not be enjoyed by persons not entitled to such benefits. The Contracting State making such collections shall be responsible to the other Contracting State for the sums thus collected. The competent authorities of the Contracting States may consult together for the purpose of giving effect to this article.

(2) In no case shall the provisions of this article be construed so as to impose upon either of the Contracting States the obligation to carry out administrative measures at variance with the regulations and practices of the Contracting State endeavoring to collect the tax or which would be contrary to that Contracting State's sovereignty, security, or public policy

ARTICLE 26

Taxpayer Claims

A taxpayer shall be entitled to present his case to the Contracting State of which he is a citizen or resident if he considers that the action of the other Contracting State has resulted or will result for him in taxation contrary to the provisions of this Convention. Should the taxpayer's claim be considered to have merit by the competent authority of the Contracting State to which the claim is made, it shall en-

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deavor to come to an agreement with the competent authority of the other Contracting State with a view to the avoidance of taxation contrary to the provisions of this Convention.

ARTICLE 27

Exchange of Legal Information

(1) The competent authorities of the Contracting States shall notify each other of any amendments of the tax laws referred to in Article 1 (1) and of the adoption of any taxes referred to in Article 1 (2) by transmitting the texts of any amendments or new statutes at least once a year.

(2) The competent authorities of the Contracting States shall exchange the texts of all published material interpreting this Convention under the laws of the respective Contracting States, whether in the form of regulations, rulings, or judicial decisions.

ARTICLE 28

Effective Dates and Ratification

(1) This Convention shall be ratified and the instruments of ratification exchanged at Port of Spain as soon as possible.

(2) After the exchange of instruments of ratification, this Convention shall have effect for taxable years beginning on or after the first day of January of the year in which the instruments of ratification are exchanged.

(3) Notwithstanding the provisions of paragraph (2), Article 7 (Tax Deferral for Technical Assistance) shall have effect with respect to stock received on or after the date of the signing of this Convention.

(4) Notwithstanding the provisions of paragraph (2), Trinidad and Tobago agrees, following the signing of this Convention, to take all such steps as are necessary to give effect to the provisions of Article 12 (Dividends), so that such provisions shall be effective from January 1, 1970, and shall terminate on December 31, 1970, unless this Convention has been ratified by both Contracting States.

(5) This Convention shall continue in effect indefinitely, but it may be terminated by either of the Contracting States at any time after 5 years from the first day of January referred to in paragraph (2), provided that at least 6 months' prior notice of termination has been given. In such event, this Convention shall cease to be effective for taxable years beginning on or after the first day of January next following the expiration of the 6-month period.

ARTICLE 29

Extension of Convention

(1) Either of the Contracting States may, at any time while this Convention continues in force, by a written notification given to the other Contracting State through diplomatic channels, declare its de-

sire that the operation of this Convention, either in whole or in part or with such modifications as may be found necessary for special application in a particular case, shall extend to all or any of the areas (to which this Convention is not otherwise applicable) for whose international relations it is responsible and which impose taxes substantially similar in character to those which are the subject of this Convention. When the other Contracting State has, by a written communication through diplomatic channels, signified to the first-mentioned Contracting State that such notification is accepted in respect of such area or areas, and the notification and communication have been ratified in accordance with the constitutional procedure of the respective Contracting States, and instruments of ratification exchanged, this Convention, in whole or in part, or with such modifications as may be found necessary for special application in a particular case, as specified in the notification, shall apply to the area or areas named in the notification for taxable years beginning on and after the date or dates specified therein. None of the provisions of this Convention shall apply to any areas in the absence of such acceptance and exchange of instruments of ratification in respect of that area.

(2) At any time after the date of entry into force of an extension under paragraph (1), either of the Contracting States may, by 6 months' prior written notice of termination given to the other Contracting State through diplomatic channels, terminate the application of this Convention to any area to which it has been extended under paragraph (1), and in such event this Convention shall cease to apply, for taxable years beginning on or after the first day of January next following the expiration of the 6-month period, to the area or areas named therein, but without affecting its continued application to the United States, Trinidad and Tobago, or to any other area to which it has been extended under paragraph (1)

(3) In the application of this Convention in relation to any area to which it is extended by notification by the United States or Trinidad and Tobago, reference to the "United States" or "Trinidad and Tobago", as the case may be, shall be construed as referring to that area.

IN WITNESS WHEREOF the undersigned have signed this Convention.

DONE in duplicate at Port of Spain this ninth day of January, 1970.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

[SEAL] J FIFE SYMINGTON JR.

J Fife Symington Jr.
Ambassador Extraordinary and Plenipotentiary

FOR THE GOVERNMENT OF TRINIDAD AND TOBAGO

[SEAL] ERIC WILLIAMS

E. Williams
Prime Minister and Minister of Finance

TIAS 7047

The Senate of the United States of America by its resolution of November 25, 1970, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the convention, subject to a reservation reading:

> "The Government of the United States does not accept Article 7 of the Convention relating to tax deferral for technical assistance.",

After acceptance of that reservation by the Government of Trinidad and Tobago, the convention was duly ratified by the President of the United States of America on December 24, in pursuance of the advice and consent of the Senate and subject to the reservation, and the convention was duly ratified on the part of Trinidad and Tobago,

It is provided in Article 28 of the convention that the convention shall be brought into force by the exchange of instruments of ratification, and

The instruments of ratification of the convention were duly exchanged at Port of Spain on December 30, 1970,

Now, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the convention of January 9, 1970 between the United States of America and Trinidad and Tobago to the end that it shall be observed and fulfilled with good faith on and after December 30, 1970, 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, subject to the reservation set forth in the said resolution of the Senate.

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

DONE at the city of Washington this eighteenth day of January in the year of our Lord one thousand nine hundred seventy-one and of the Independence of the United States of America the one hundred ninety-fifth.

[SEAL]

RICHARD NIXON

By the President
WILLIAM P ROGERS
Secretary of State

PROCES-VERBAL OF EXCHANGE OF RATIFICATIONS

The undersigned have met together for the purpose of exchanging the Instruments of Ratification of the Convention between the Government of the United States of America and the Government of Trinidad and Tobago for the Avoidance of Double Taxation, the Prevention of Fiscal Evasion with respect to Taxes on Income, and the Encouragement of International Trade and Investment which was signed at Port of Spain on the ninth day of January, 1970, by the representatives of the Government of the United States of America and the Government of Trinidad and Tobago, and the respective Instruments of Ratification of the said Convention having been found in good and due form, the said exchange took place this day

As recited in the ratification on the part of the United States of America, the Senate of the United States of America, in its resolution of November 25, 1970, advising and consenting to the ratification of the Convention, expressed a certain reservation with respect thereto, as follows

> "The Government of the United States does not accept Article 7 of the Convention relating to tax deferral for technical assistance."

The text of the said reservation was communicated to the Government of Trinidad and Tobago, which has accepted the said reservation. Accordingly, it is understood by the two Governments that the Convention, upon entry into force, is modified in accordance with the said reservation, so that, in effect, Article 7 of the Convention is deemed to be deleted.

IN WITNESS WHEREOF the undersigned have signed the present Procès-verbal.

DONE in duplicate at Port of Spain the 30th day of December, 1970.

ROBERT B. ELWOOD

[SEAL]. Robert B. Elwood,
Charge d'Affaires a.i. of the United States of America

VICTOR C. MCINTYRE

Victor C. McIntyre
Permanent Secretary,
Ministry of External Affairs
Trinidad and Tobago

SINGAPORE

Trade in Cotton Textiles

Agreement effected by exchange of notes
Signed at Washington January 19, 1971;
Entered into force January 19, 1971;
Effective January 1, 1971.
With related notes.

The Singaporan Ambassador to the Secretary of State

EMBASSY OF THE REPUBLIC OF SINGAPORE

SEW. 390:98/8/39A JANUARY 19, 1971.

EXCELLENCY:

I have the honour to refer to the cotton textile arrangement between our two Governments effected by exchange of letters dated December 17 and 23, 1968 [1] and to recent discussions concerning the exports of cotton textiles from Singapore to the United States. I wish to inform you that in accordance with the understanding reached during the discussions, the Singapore Cotton Textile Industry will voluntarily restrain its exports to the United States in accordance with the Singapore Cotton Textile Restraint Schedule attached to this note.

In view of this action by the Singapore Industry, I propose the following arrangement concerning this trade, to be effective as of January 1, 1971:

(1) The Government of the United States of America agrees not to invoke procedures under article 6(C) and 3 of the Long-Term Arrangements Regarding International Trade in Cotton Textiles [2] to limit cotton textile exports from Singapore to the United States during the term of this arrangement.

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[1] TIAS 6607; 19 UST 7774.
[2] TIAS 5240, 6940; 13 UST 2677; 21 UST 1970.

(2) The Government of the Republic of Singapore undertakes that the exports of cotton textiles from Singapore to the United States will be restrained in accordance with the attached voluntary schedule.

(3) The Government of the United States shall promptly supply the Government of the Republic of Singapore with data on monthly imports of cotton textiles from Singapore. The Government of the Republic of Singapore shall promptly supply the Government of the United States with data on monthly exports of cotton textiles to the United States. Each government agrees to supply promptly any other available statistical data requested by the other government.

(4) The Government of the Republic of Singapore and the Government of the United States agree to consult on any question concerning trade in cotton textiles between our two countries, including levels of exports in categories not given specific limits in the attached schedule and in made-up goods or apparel made from a particular fabric.

(5) If the Government of the Republic of Singapore considers that as a result of the restraints specified in the attached schedule, Singapore is being placed in an inequitable position, vis-a-vis a third country, the Government of the Republic of Singapore may request consultations with the Government of the United States with a view to taking appropriate remedial action such as consent of the Government of the United States to reasonable modification of this arrangement, including the attached schedule.

(6) Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this agreement including differences in points of procedure or operation.

(7) This arrangement shall continue in force through December 31, 1974, except that either government may terminate this arrangement effective at the end of any limitation year by written notice to the other government to be given at least 90 days prior to such termination date. Either government may at any time propose revisions in this arrangement including the attached schedule.

(8) The Government of the United States may assist the Government of the Republic of Singapore in implementing the limitation provisions of this arrangement by controlling imports of cotton textiles covered by the arrangement.

If the foregoing proposal is acceptable to the Government of the United States of America, this note and your Excellency's note of acceptance shall constitute an agreement between our two Governments.

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

E. S. MONTEIRO

Prof. E. S. Monteiro
Ambassador of Singapore.

His Excellency
WILLIAM P. ROGERS,
The Secretary of State,
The Department of State,
Washington, D.C.

Attachment

SINGAPORE COTTON TEXTILE INDUSTRY RESTRAINT SCHEDULE

The Singapore Cotton Textile Industry will restrain its exports of cotton textiles to the United States as follows:

1. During the period January 1, 1971 to December 31, 1974 exports of cotton textiles from Singapore to the United States will be limited to aggregate, group and specific limits at the levels specified below.
2. For the first limitation year, constituting the 12-month period beginning January 1, 1971 the aggregate limit shall be 44,850,000 square yards.
3. Within this aggregate limit the following group limits shall apply for the first limitation year:

		In Square Yards Equivalent
Group I	Apparel Categories (Categories 39–63)	29,900,000
Group II	All Other Categories (Categories 1–38 and 64)	14,950,000

4. Within the aggregate limit and the applicable group limits, the following specific limits shall apply for the first limitation year:

Category	Quantity	Unit	In Sq. Yd. Equivalent
Apparel Categories (Group I)			
39	136, 301	Doz.	480, 733
41 and 42	149, 583	Doz.	1, 082, 086
43 and part of 62 (blouses)	198, 093	Doz.	1, 433, 007
45	69, 458	Doz.	1, 540, 995
46 and 47 (of which Cat. 46 not to exceed 60,000 doz.)	104, 186	Doz.	2, 442, 919
48	13, 230	Doz.	661, 500
49	26, 460	Doz.	859, 950
50	185, 220	Doz.	3, 296, 360
51	81, 034	Doz.	1, 442, 162
52	34, 729	Doz.	504, 612
53	15, 050	Doz.	681, 765
54	69, 766	Doz.	1, 744, 155
55	44, 850	Doz.	2, 287, 335
60	202, 585	Doz.	10, 526, 317
63	104, 507	Lb.	480, 733
All Other Categories (Group II)			
9 and 10		Syds.	1, 515, 938
22 and 23		Syds.	1, 212, 750
26 (of which not more than 1,736,438 syds. in duck)		Syds.	2, 752, 943
31 Shop towels	20, 149, 290	Nos.	7, 011, 953
31 Other	2, 438, 841	Nos.	848, 717

5. (a) Within the aggregate limit, the limit for Group I may be exceeded by five per cent, and the limit for Group II may be exceeded by ten per cent.

(b) Within the applicable group limit (as it may be adjusted under this paragraph) specific limits may be exceeded by five per cent.

6. (a) If it appears that cotton textile exports from Singapore to the United States in any category for which no specific limit is applicable are likely to exceed the consultation level specified below for any limitation year, the industry shall notify the Government of the Republic of Singapore. Until the industry has been informed that the Government of the Republic of Singapore and the United States Government have consulted on the effect of such shipments on conditions of the United States domestic market in the category in question and have concluded such consultations on a mutually satisfactory basis, these exports shall be limited to the consultation level. For the first limitation year, the consultation level for categories in Group I shall be 446,698 square yards, and for categories in Group II shall be 578,813 square yards.

(b) In the event that the United States Government requests consultations with the Government of the Republic of Singapore concerning undue concentration in exports from Singapore to the United States in made-up goods or apparel made from a particular fabric, these exports will be limited until the two Governments reach a mutually satisfactory solution. The limit shall be on the basis of the 12-month period beginning on the date the United States Government requests consultations under this paragraph and shall be 105 per cent of the exports of such products from Singapore to the United States during the most recent 12-month period preceding the request for consultation and for which statistics were available to the two Governments on the date of the request. Any exports limited pursuant to this paragraph shall also be counted against all other applicable limits specified in this schedule.

7. In the second and succeeding 12-month periods for which this schedule is in effect, the level of exports permitted under each limitation in this schedule shall be increased by five per cent over the corresponding level for the preceding 12-month period. The corresponding level for the preceding 12-month period shall not include any adjustments under paragraphs 5 or 8.

8. (a) For any limitation year subsequent to the first limitation year and immediately following a year of a shortfall (i.e., a year in which cotton textile exports from Singapore to the United States were below the aggregate limit and any group and specific limits applicable to the category concerned) exports may be permitted to exceed these limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of the shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either 5 per cent of the aggregate limit or 5 per cent of the applicable group limit in the year of the shortfall, and

(ii) in the case of shortfalls in the categories subject to specific limits the carryover shall be used in the same category in which the shortfall occurred and shall not exceed 5 per cent of the specific limit in the year of the shortfall, and

(iii) in the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred, shall not be used to exceed any applicable specific limit except in accordance with the provisions in paragraph 5 and shall be subject to the provisions of paragraph 6 of this schedule.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 5.

(c) The carryover shall be in addition to the exports permitted in paragraph 5.

9. Cotton textile exports from Singapore to the United States within each category shall be spaced as evenly as practicable throughout the limitation year, taking into consideration normal seasonal factors.

10. In implementing this schedule the system of categories and the rates of conversion into square yard equivalents listed in the annex hereto shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangement is used or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

ANNEX A

Category Number	Description	Unit	Conversion Factor to Syds.
1	Cotton Yarn, carded, singles	Lbs.	4. 6
2	Cotton Yarn, carded, plied	Lbs.	4. 6
3	Cotton Yarn, combed, singles	Lbs.	4. 6
4	Cotton Yarn, combed, plied	Lbs.	4. 6
5	Gingham, carded	Syds.	Not required
6	Gingham, combed	Syds.	Not required
7	Velveteen	Syds.	Not required
8	Corduroy	Syds.	Not required
9	Sheeting, carded	Syds.	Not required
10	Sheeting, combed	Syds.	Not required
11	Lawns, carded	Syds.	Not required
12	Lawns, combed	Syds.	Not required
13	Voile, carded	Syds.	Not required
14	Voile, combed	Syds.	Not required
15	Poplin and Broadcloth, carded	Syds.	Not required
16	Poplin and Broadcloth, combed	Syds.	Not required
17	Typewriter ribbon cloth	Syds.	Not required
18	Print cloth, shirting type, 80 x 80 type, carded	Syds.	Not required
19	Print cloth, shirting type, other than 80 x 80 type, carded	Syds.	Not required
20	Shirting, Jacquard or dobby, carded	Syds.	Not required
21	Shirting, Jacquard or dobby, combed	Syds.	Not required
22	Twill and sateen, carded	Syds.	Not required
23	Twill and sateen, combed	Syds.	Not required
24	Woven fabric, n.e.s., yarn dyed, carded	Syds.	Not required
25	Woven fabric, n.e.s., yarn dyed, combed	Syds.	Not required
26	Woven fabric, n.e.s., other, carded	Syds.	Not required
27	Woven fabric, n.e.s., other, combed	Syds.	Not required
28	Pillowcases, not ornamented, carded	Numbers	1. 084
29	Pillowcases, not ornamented, combed	Numbers	1. 084
30	Towels, dish	Numbers	. 348
31	Towels, other	Numbers	. 348
32	Handkerchiefs, whether or not in the piece	Dozen	1. 66

Category Number	Description	Unit	Conversion Factor to Syds.
33	Table damask and manufactures	Lbs.	3. 17
34	Sheets, carded	Numbers	6. 2
35	Sheets, combed	Numbers	6. 2
36	Bedspreads and quilts	Numbers	6. 9
37	Braided and woven elastic	Lbs.	4. 6
38	Fishing nets and fish netting	Lbs.	4. 6
39	Gloves and mittens	Dozen	3. 527
40	Hose and half hose	Doz. prs.	4. 6
41	T-shirts, all white, knit, men's and boys'	Dozen	7. 234
42	T-shirts, other knit	Dozen	7. 234
43	Shirts, knit, other than T-shirts and sweatshirts	Dozen	7. 234
44	Sweaters and cardigans	Dozen	36. 8
45	Shirts, dress, not knit, men's and boys'	Dozen	22. 186
46	Shirts, sport, not knit, men's and boys'	Dozen	24. 457
47	Shirts, work, not knit, men's and boys'	Dozen	22. 186
48	Raincoats, ¾ length or longer, not knit	Dozen	50. 0
49	Coats, other, not knit	Dozen	32. 5
50	Trousers, slacks, and shorts (outer), not knit, men's and boys'	Dozen	17. 797
51	Trousers, slacks and shorts (outer) not knit, women's, girls' and infants'	Dozen	17. 797
52	Blouses, not knit	Dozen	14. 53
53	Dresses (including uniforms) not knit	Dozen	45. 3
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc., not knit, n.e.s.	Dozen	25. 0
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, housecoats, and dusters, not knit	Dozen	51. 0
56	Undershirts, knit, men's and boys'	Dozen	9. 2
57	Briefs and undershorts, men's and boys'	Dozen	11. 25
58	Drawers, shorts and briefs, knit, n.e.s.	Dozen	5. 0
59	All other underwear, not knit	Dozen	16. 0
60	Pajamas and other nightwear	Dozen	51. 95
61	Brassieres and other body supporting garments	Dozen	4. 75
62	Wearing apparel, knit, n.e.s.	Lbs.	4. 6
63	Wearing apparel, not knit, n.e.s.	Lbs.	4. 6
64	All other cotton textiles	Lbs.	4. 6

Apparel items exported in sets shall be recorded under separate categories of the component items.

The Secretary of State to the Singaporan Ambassador

DEPARTMENT OF STATE
WASHINGTON

JANUARY 19, 1971

EXCELLENCY:

I have the honor to acknowledge receipt of your note of January 19, 1971, with attachment, proposing an agreement between our two Governments, to be effective January 1, 1971, concerning the export of cotton textiles from Singapore to the United States.

I wish to inform you that the Government of the United States of America accepts the proposal contained in your note.

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

For the Secretary of State:
JULIUS L. KATZ

His Excellency
DR. ERNEST STEVEN MONTEIRO,
Ambassador of the Republic of Singapore

[Exchange of Notes]

DEPARTMENT OF STATE
WASHINGTON

JANUARY 19, 1971

EXCELLENCY:

I have the honor to refer to the agreement concerning trade in cotton textiles between Singapore and the United States effected by an exchange of letters signed at Singapore December 17 and 23, 1968, and to the successor to that agreement, effected by exchange of notes of today's date.

I also refer to discussions between representatives of our two Governments concerning exports of cotton textiles in certain categories from Singapore to the United States that were in excess of the specific limits provided for those categories in the agreement effected by an exchange of letters of December 1968.

I confirm, on behalf of my Government, that the following agreement has been reached to resolve this question:

1. The Government of Singapore agrees that during the calendar year 1971, the first year of the agreement effected by the exchange of notes of January 19, 1971, within the specific limits provided for the following categories under the terms of that agreement, the Government of Singapore will not permit the export of the following quantities of cotton textiles in the categories listed pending resolution of the issue of the amount of excess shipments during the period covered by the previous agreement:

Categories	Quantity not to be exported
9/10	68,714 square yards
26 (duck)	407,793 square yards
31 (shop towels)	1,596,951 pieces
34	39,691 pieces
43	12,691 dozen
46	39,928 dozen (to be deducted from the combined categories 46/47)
49	2,635 dozen
60	44,305 dozen
62	23,497 pounds

2. After the two Governments have reached agreement on the amount of cotton textiles in all the foregoing categories which were shipped in excess of the specific limits provided for in the agreement effected by an exchange of letters of December 1968, these amounts shall be deducted from the quantities which Singapore has refrained from exporting under the preceding paragraphs and the balance, if any, may then be exported in the balance of calendar year 1971.

If the foregoing conforms with your understanding, this note and your note in reply on behalf of the Government of Singapore will constitute an agreement between our two Governments.

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

For the Secretary of State:

JULIUS L. KATZ

His Excellency
DR. ERNEST STEVEN MONTEIRO,
Ambassador of the Republic of Singapore.

EMBASSY OF SINGAPORE
WASHINGTON D.C.
January 19, 1971.

EXCELLENCY,

I have the honour to acknowledge receipt of your note of January 19, 1971, concerning exports of cotton textiles in certain categories from Singapore to the United States that were reportedly in excess of the specific limits provided for those categories in the agreement effected by an exchange of letters in December 1968.

On behalf of the Government of the Republic of Singapore, I wish to accept the proposal contained in your note.

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

E. S. MONTEIRO

Prof. E. S. Monteiro
Ambassador of Singapore

His Excellency
WILLIAM P ROGERS,
The Secretary of State,
The Department of State,
Washington, D.C.

MULTILATERAL

Atomic Energy: Application of Safeguards by the IAEA to the United States-India Cooperation Agreement

Agreement signed at Vienna January 27, 1971;
Entered into force January 27, 1971.

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA RELATING TO SAFEGUARDS PROVISIONS

WHEREAS the Government of the United States of America and the Government of India have been co-operating on the construction and operation of a civil atomic power station near Tarapur in Maharashtra State under their Agreement for Co-operation of 8 August 1963,[1] which requires that materials, equipment and devices made available to India by the United States of America for use at the Tarapur Atomic Power Station, or in connection therewith, be used solely for peaceful purposes.

WHEREAS the Agreement for Co-operation reflects the mutual recognition by the two Governments of the desirability of making use of the facilities and services of the International Atomic Energy Agency;

WHEREAS the Agency is authorized, pursuant to its Statute,[2] to apply safeguards at the request of the parties to any bilateral or mutlilateral arrangement;

WHEREAS Article VI of the Agreement for Co-operation contains provisions for safeguards;

WHEREAS the two Governments have requested the Agency to enter into a trilateral agreement;

WHEREAS the Board of Governors of the Agency approved that request on 25 February 1970;

Now, THEREFORE, the Agency and the two Governments agree as follows:

---

[1] TIAS 5446; 14 UST 1484.
[2] TIAS 3873; 8 UST 1093.

UNDERTAKING BY THE GOVERNMENTS AND THE AGENCY

Section 1. The Government of India agrees not to use in such a way as to further any military purpose any material, equipment or device while subject to this Agreement.

Section 2. The Government of the United States of America agrees not to use in such a way as to further any military purpose any special nuclear material, equipment or device while subject to this Agreement.

Section 3. The Agency agrees to implement in accordance with this Agreement the provisions of paragraphs B and C of Article VI of the Agreement for Co-operation and to apply the provisions mutatis mutandis in the United States of America in respect of special nuclear material produced in the Tarapur Atomic Power Station which may be received in the United States of America or to equivalent material substituted therefor.

Section 4. The rights of the Government of the United States of America under Article VI of the Agreement for Co-operation to implement the safeguards provisions will be suspended with respect to materials, equipment and devices while subject to this Agreement. It is understood that no other rights and obligations of the Government of India and the Government of the United States of America between themselves under Article VI and under other provisions of the Agreement for Co-operation, including those arising by reason of Article VII, will be affected by this Agreement.

Section 5. The Governments of India and the United States of America shall promptly notify the Agency of any amendment to the Agreement for Co-operation and any notice of termination given with respect to that Agreement.

SAFEGUARDS PROCEDURES

Section 6. This Agreement covers items listed in the Annex to this Agreement (which Annex includes those items already transferred under the Agreement for Co-operation and subject to Article VI thereof) and those subsequently notified to the Agency pursuant to Section 7.

Section 7.

(a) The Governments of India and the United States of America shall jointly notify the Agency of:

(i) Transfers to India of materials, equipment and devices under the Agreement for Co-operation and any return thereof to the United States of America; and

(ii) Transfers to the United States of America of special nuclear material produced in India in or by the use of materials, equipment or devices transferred under the Agreement for Co-operation.

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(b) The Government concerned shall notify the Agency of:

(i) Any facility while it is containing, using, fabricating or processing, any special nuclear material transferred to the Government of India under the Agreement for Co-operation for, or special nuclear material produced at, the Tarapur Atomic Power Station; and

(ii) Any special nuclear material produced in India in, or by use of, materials, equipment or devices transferred under the Agreement for Co-operation. This notification is normally to be made by way of reports.

The notification required under (a) above shall normally be sent to the Agency not more than two weeks after the material, equipment or device arrives in India. All notifications under this Section shall include, to the extent relevant, the nuclear and chemical composition, the physical form, and the quantity of the material, the date of shipment, the date of receipt, the identity of the consignor and consignee, and any other relevant information. The two Governments also undertake to give to the Agency as much advance notice as possible of the transfer of large quantities of nuclear materials or major equipment or devices.

Section 8. The Agency shall, within 30 days of its receipt of a joint notification pursuant to Section 7 advise both Governments that it is able to implement provisions of Article VI of the Agreement for Co-operation or that it is unable to do so, in which case, however, it may indicate at what future time or under which conditions and to what extent it would be able to do so, if the Governments so desire. Produced material for which notification is to be made under Section 7(b)(ii) shall be subject to this Agreement from the time it is produced.

Section 9. The two Governments shall jointly notify the Agency of any transfer of materials, equipment or devices subject to this Agreement to a recipient which is not under the jurisdiction of either of the two Governments. Such materials, equipment or devices may be transferred and shall thereupon cease to be subject to this Agreement, provided that:

(a) Such materials, equipment or devices are subject to Agency safeguards; or

(b) The materials, equipment or devices are subject to safeguards other than those applied by the Agency under this Agreement, but generally consistent with such safeguards and accepted by the Agency.

Section 10. Whenever either Government intends to transfer special nuclear material subject to this Agreement to a facility within its jurisdiction which the Agency has not previously accepted for applying safeguards, any notification that will be required pursuant to Section 7(b) should be made to the Agency before such transfer is

effected. The Agency shall also be given the opportunity as early as possible in advance of the transfer to review the design of the facility for the sole purpose of determining that the arrangements provided for in this Agreement can be effectively applied. For purposes of such review, the Agency shall require only a minimum amount of information and data consistent with carrying out such a review. It shall complete the review promptly on receipt of such information.

Section 11. The notifications provided for in Sections 9 and 10 shall be sent to the Agency at least two weeks before each such transfer. The contents of these notifications shall conform, so far as appropriate, to the requirements of Section 7.

Section 12. For the purposes of this Agreement it is agreed that the Agency shall have the rights and obligations of the United States of America under paragraphs B and C of Article VI of the Agreement for Co-operation. It is also agreed that the Agency shall apply these provisions mutatis mutandis in the United States of America in respect of special nuclear material produced in the Tarapur Atomic Power Station which may be received in the United States of America or to equivalent material substituted therefor.

Section 13. Notwithstanding anything contained in this Agreement, the Government of India shall have the right, upon prior notice to the Agency, to remove from the scope of this Agreement quantities of special nuclear material provided it has, pursuant to mutually acceptable measurement arrangements, placed agreed equivalent quantities of the same type of special nuclear material under the scope of this Agreement. The Government of the United States of America shall have the same right with respect to special nuclear material produced at the Tarapur Atomic Power Station and acquired by it.

Section 14. In the event of unusual incidents, special reports may be requested, including such amplifications and elucidations as each party considers relevant to the achievement of the objectives of this Agreement.

Section 15. The provisions of this Agreement shall be terminated with respect to:

(a) Items, other than produced special nuclear material, transferred from India to the United States of America under the Agreement for Co-operation;

(b) Produced nuclear material when such material is removed from the scope of this Agreement as provided in Section 13;

(c) Any items transferred pursuant to Section 9;

(d) Material with respect to which the Agency has determined that it has been consumed, or has been diluted in such a way that it is no longer usable for any nuclear activity relevant from the point of view of safeguards, or has become practically irrecoverable.

Section 16. The conditions for exemption, suspension, or termination of the provisions of this Agreement on items not covered by Section 15 above shall be decided by mutual agreement.

Section 17. The Agency shall not publish or communicate to any State, organization or person any information obtained by it under this Agreement except with the consent of the Government of the State to which the information relates; provided, however, that specific information relating to implementation of its responsibilities in a State may be given to the Board and to such Agency staff members as require such knowledge by reason of their official duties in connection with the Agreement, but only to the extent necessary for the Agency to fulfil its responsibilities.

Section 18. If the Board determines that there has been any non-compliance with this Agreement, the Board shall call upon the Government concerned to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. If such Government fails to take fully corrective action within a reasonable time:

(a) The Agency shall be relieved of its undertaking under Section 3 for such time as the Board determines; and

(b) The Board may take any measures provided for in Article XII.C of the Statue.

The Agency shall promptly notify both Governments in the event of any determination by the Board pursuant to this Section.

Section 19. Personnel designated by the Agency in accordance with Section 12 above, performing functions under this Agreement, shall be governed by paragraphs 1 to 3, 5 to 9, 10, 12 and 14 of the Inspectors Document.

Section 20. The Government of India shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the Agency [1] to Agency personnel performing functions under this Agreement and to any property of the Agency used by them.

Section 21. The Government of the United States of America shall apply the provisions of the International Organizations Immunities Act of the United States of America [2] to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

Section 22. Each party shall bear any expense incurred in the implementation of its responsibilities under this Agreement. The Agency shall reimburse each Government for any special expenses, including those referred to in paragraph 6 of the Inspectors Document, incurred by the Government or persons under its jurisdiction at the written request of the Agency, if the Government notified the Agency before the

[1] 374 UNTS 147.
[2] 59 Stat. 669; 22 U.S.C. § 288 note.

expense was incurred that reimbursement would be required. These provisions shall not prejudice the allocation of expenses attributable to a failure by a party to comply with this Agreement.

Section 23.

(a) In carrying out its functions under this Agreement within the United States of America, the Agency and its personnel shall be covered to the same extent as United States of America nationals by any protection against third party liability provided under the Price-Anderson Act, [1] including insurance or other indemnity coverage that may be required by the Price-Anderson Act with respect to nuclear incidents within the United States of America.

(b) The Government of India shall ensure that any protection against third party liability, including any insurance or other financial security, in respect of a nuclear incident occurring in a nuclear installation under its jurisdiction shall apply to the Agency and its inspectors when carrying out their functions under this Agreement as that protection applies to nationals of India.

Section 24. Decisions of the Board concerning the implementation of this Agreement, except such as relate only to Sections 22 and 23, shall, if they so provide, be given effect immediately by the parties, pending the final settlement of any dispute.

AMENDMENT, MODIFICATION, ENTRY INTO FORCE AND DURATION

Section 25. If the Board modifies the Safeguards System as contained in Agency document INFCIRC/66/Rev.2, or the Inspectors Document, or modifies the general nature of its safeguards agreements, this Agreement shall be amended, if the Governments so request, to take account of any or all such modifications. The parties shall, at the request of any one of them, consult about amending this Agreement. Additionally, the parties shall, after this Agreement has been in effect for a period of three years, and every five years thereafter, undertake a review of its provisions and implementation with a view to determining whether it should be amended.

Section 26. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of each Government.

Section 27. This Agreement shall remain in force during the term of the Agreement for Co-operation, as it may be extended from time to time, unless terminated sooner by any party upon six months' notice to the other parties or as may otherwise be agreed.

[1] 71 Stat. 576; 42 U.S.C. § 2210.

DEFINITIONS

Section 28. For the purposes of this Agreement:

(a) "Agency" means the International Atomic Energy Agency;

(b) "Board" means the Board of Governors of the Agency;

(c) "Agreement for Co-operation" means the Agreement for Co-operation between the Government of the United States of America and the Government of India concerning the Civil Uses of Atomic Energy, signed on 8 August 1963;

(d) "Inspectors Document" means the Annex to Agency document GC(V)/INF/39, which was placed in effect by the Board on 29 June 1961;

(e) "Nuclear material" means any source material or special nuclear material as they are defined in Article IX of the Agreement for Co-operation.

DONE in Vienna, this twenty-seventh day of January 1971, in triplicate in the English language.

FOR THE INTERNATIONAL ATOMIC ENERGY AGENCY:

SIGVARD EKLUND

FOR THE GOVERNMENT OF INDIA:

V. C. TRIVEDI

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

T KEITH GLENNAN

ANNEX

The following constitutes the initial list of items transferred to India under the Agreement for Co-operation:

I. Materials

Type	Per cent enriched	Quantity (rounded to nearest gram) Total U	^{235}U
1. 598 fuel elements containing rods with varying enrichments and quantities of uranium and ^{235}U as indicated.	2.4965%	27 608 812	689 254
	1.8019%	12 711 381	229 046
	1.4088%	1 145 510	16 138
	2.4800%	27 616 593	685 524
	1.8100%	12 649 381	228 457
	1.4000%	1 154 644	16 104
TOTAL		82 886 321	1 864 523
2. 68 in-core detector assemblies	93%	4	4

II. Equipment and Devices

Two boiling-water nuclear power reactors for the Tarapur Atomic Power Station located at Tarapur, Maharashtra State, India, manufactured by the General Electric Company with a combined net electrical output rating of approximately 380 megawatts electrical.

VIET-NAM

Agricultural Commodities

Agreement amending the agreement of July 8, 1970, as amended.
Effected by exchange of notes
Signed at Saigon December 28, 1970;
Entered into force December 28, 1970.

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

No. 313 SAIGON, *December 28, 1970*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments July 8, 1970, [1] and to propose that Part II, Particular Provisions, be amended as follows:

(A) Delete ITEM I, Commodity Table, in its entirety and replace with the following:

ITEM I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity	Maximum Export Market Value (Millions)
Wheat/Wheat Flour	1971	229,000 Metric Tons	$14. 8
Corn and/or Grain Sorghum	1971	116,300 Metric Tons	7. 2
Tobacco	1971	5,500 Metric Tons	12. 1
Sweetened Condensed Milk	1971	19,144 Metric Tons	12. 2
Nonfat Dry Milk	1971	5,640 Metric Tons	1. 8
Cotton	1971	101,000 Bales	13. 8
		TOTAL:	$61. 9

[1] TIAS 6983, 6990, 6995; 21 UST 2443, 2492, 2513.

(B) ITEM II, Payment Terms, B. Convertibility: Change "$490,000" to "$1,238,000".

All other terms and conditions of the July 8, 1970 Agreement remain the same.

If the foregoing is acceptable to your Government, I propose that this note and your reply thereto constitute an agreement between our two governments effective the date of your note in reply.

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

SAMUEL D. BERGER

Samuel D. Berger
Charge d'Affaires ad interim

His Excellency
TRAN VAN LAM
Minister of Foreign Affairs
Republic of Vietnam
Saigon, Vietnam

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

RÉPUBLIQUE DU VIETNAM
MINISTÈRE DES AFFAIRES ÉTRANGÈRES

No. 8224 EF/HT

SAIGON, *December 28, 1970*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No 313 dated December 28, 1970 which read as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments July 8, 1970, and to propose that Part II, Particular Provisions, be amended as follows:

(A) Delete ITEM I, Commodity Table, in its entirety and replace with the following:

ITEM I. Commodity

Commodity	United States Fiscal Year	Approximate Maximum Quantity	Maximum Export Market Value (Millions)
Wheat/Wheat Flour	1971	229,000 Metric Tons	$14. 8
Corn and/or Grain Sorghum	1971	116,300 Metric Tons	7. 2
Tobacco	1971	5,500 Metric Tons	12. 1
Sweetened Condensed Milk	1971	19,144 Metric Tons	12. 2
Nonfat Dry Milk	1971	5,640 Metric Tons	1. 8
Cotton	1971	101,000 Bales	13. 8
		TOTAL.	$61. 9

(B) ITEM II, Payment Terms, B. Convertibility Change "$490,000" to "$1,238,000"

All other terms and conditions of the July 8, 1970 Agreement remain the same.

If the foregoing is acceptable to Your Government, I propose that this note and your reply thereto constitute an agreement between our two Governments effective the date of your note in reply

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

I have the honor to confirm to Your Excellency my concurrence in the contents of Your Note.

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

[SEAL] TRAN VAN LAM

Tran-Van-Lam
Minister of Foreign Affairs

His Excellency
SAMUEL D. BERGER
Charge d'Affairs ad interim
Embassy of the United States of America
Saigon

BOLIVIA

Food for Peace Commodities and Relief Supplies and Equipment

Agreement amending the agreement of June 3 and 16, 1954. Effected by exchange of notes Signed at La Paz December 14 and 30, 1970; Entered into force December 30, 1970.

The American Ambassador to the Bolivian Minister of Foreign Affairs and Worship

No. 383 LA PAZ, *December 14, 1970*

EXCELLENCY:

I have the honor to refer to the Embassy's Note No. 154 of June 3, 1954 and the Ministry's Note No. O.I. 368 of June 16, 1954 [1] in reply This Exchange of Notes effected an Agreement known as the "Relief Supplies and Equipment Agreement" and provides for the free entry into Bolivia of certain goods and equipment. I am pleased to enclose copies of the Agreement with this Note for Your Excellency's convenience of identification.

Under this Agreement several voluntary agencies have cooperated with the Bolivian Government in activities that are of benefit to the Bolivian people. The United States Government, in addition to paying the ocean freight charges on supplies or goods destined for Bolivia, also provides, without charge to the voluntary agencies as part of Public Law 480, [2] Title II, food commodities under the "Food for Peace Program." The changes in the 1954 Agreement that my Government is proposing by means of this Note are only related to the voluntary agencies and do not affect or modify any other existing agreements or programs between our Governments, as for example that part of Public Law 480, Title II, which provides supplies for Community Development under Transfer Authorization No. 0643 signed by representatives of our two Governments on August 19 and 20, 1969.

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[1] TIAS 3033, 5 UST 1547.
[2] 80 Stat. 1535; 7 U.S.C. § 1721–1724.

In recognition of the important contributions of the "Food for Peace Program" I herewith propose that this Agreement now be known as the "Food for Peace Commodities and Relief Supplies and Equipment Agreement" and that the first sentence of the Embassy's Note No. 154 be amended to read "I have the honor to bring to the attention of Your Excellency's Government that the United States has for some years furthered the humanitarian activities of American voluntary relief and rehabilitation agencies by reimbursing ocean freight costs on relief shipments and by supplying Food for Peace commodities to certain countries."

The 1954 Exchange of Notes also provides that:

> "4. The cost of transporting such supplies and equipment (including port, handling, storage and similar charges, as well as transportation within Bolivia to the ultimate beneficiary will be borne by the Government of Bolivia."

The above quoted article, as Your Excellency will note, required that the Government of Bolivia be responsible for those port and other charges incidental to moving the supplies and equipment from ocean ports of discharge to designated points of entry within Bolivia. Because the above language was not designed for the specific situation of Bolivia and, in accord with Section 202.2 of the regulations of the Agency for International Development (AID), the United States Government has paid the transportation and other costs to certain designated points within Bolivia. Under the 1954 Exchange of Notes the Government of Bolivia was responsible for payment of these various charges. In order to reflect current practice, I therefore propose to Your Excellency that Article 4 be amended to read as follows:

> "4. The Government of Bolivia shall set aside and make available funds to defray all costs associated with moving supplies from railroad cars at mutually designated points of entry within Bolivia (such as the now designated cities of La Paz, Oruro and Cochabamba and other such points as may be mutually designated in the future) to points of distribution within the country and shall in this regard bear the cost of any storage and handling charges incurred as a function of the distribution activity."

I have the honor to propose that, if these understandings meet with the approval of the Government of Bolivia, this Note and Your Excellency's Note in reply constitute an amendment to the Agreement effected by the 1954 Exchange of Notes between our Governments.

Accept, Excellency, the assurances of my highest consideration.

ERNEST V SIRACUSA

His Excellency
GEN. EMILIO MOLINA PIZARRO,
Minister of Foreign Affairs and Worship,
La Paz.

The Bolivian Minister of Foreign Affairs and Worship to the American Ambassador

REPUBLICA DE BOLIVIA
MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

No. D.G.P.E./A.N. 2268/101

LA PAZ, *30 de diciembre de 1970*

SEÑOR EMBAJADOR.

Me es honroso referirme a la atenta nota de Vuestra Excelencia No. 383 de 14 del mes que termina, por la que a nombre del Gobierno de los Estados Unidos de América, propone algunas enmiendas al Convenio denominado "Relief Suplies and Equipment Agreement", que fuera acordado mediante el intercambio de las notas No. 154 de 3 de junio de 1954 de esa H. Embajada y la nota de respuesta del Ministerio de Relaciones Exteriores de Bolivia No. O.I.368 de 16 de junio del mismo año.

Sobre este particular, me es grato comunicar a Vuestra Excelencia que el Gobierno de Bolivia está de acuerdo en que el título del Convenio "Relief Supplies and Equipment Agreement" sea cambiado por "Food for Peace Commodities and Relief Supplies and Equipment Agreement."

Asimismo, que el primer párrafo de la Nota No. 154 de esa H. Embajada, sea enmendado en la siguiente forma:

"Tengo el agrado de poner en conocimiento del Gobierno de Vuestra Excelencia que los Estados Unidos de América, desde hace algunos años, ha fomentado las actividades humanitarias de Agencias voluntarias norteamericanas de Socorro y Rehabilitación mediante el reembolso del costo de los fletes marítimos pagados por los suministros de socorro y proporcionado artículos del Programa de Alimentos para la Paz destinados a ciertos países."

Igualmente, y a fin de estar más de acuerdo con los procedimientos actuales y a que este párrafo no fué redactado considerando la situación mediterránea de Bolivia, mi Gobierno está conforme en modificar el párrafo 4to. de las Notas mencionadas, en la siguiente forma.

"El Gobierno de Bolivia reservará y pondrá a disposición fondos para pagar todos los gastos relacionados con el transporte de abastecimientos desde los vagones de ferrocarril, en los puntos de entrada mutuamente designados en Bolivia (como las ciudades de La Paz, Oruro y Cochabamba, así como otros puntos que podrían ser mutuamente señalados en lo futuro) hasta los puntos de distribución dentro del país, y a este respecto correra por su cuenta cualquier costo de almacenaje y gastos de manipuleo incurridos como función de las actividades distributivas."

También se tiene en cuenta, que los cambios que se introducen en este Convenio a través de estas Notas, conciernen únicamente a las Agencias voluntarias y no afectan o modifican ningún otro Convenio o programa existentes entre nuestros Gobiernos.

En consecuencia, me es grato expresar a Vuestra Excelencia que el Gobierno de Bolivia está de perfecto acuerdo con las modificaciones precedentes y que la nota No. 383 de 14 de diciembre de 1970 de esa H. Embajada y la presente Nota de respuesta, modifican el Convenio suscrito entre nuestros países, a partir de esta fecha.

Esta oportunidad me es propicia para reiterar a Vuestra Excelencia las seguridades de mi más elevada consideración.

E. MOLINA P

Al Excmo. señor
ERNEST SIRACUSA
Embajador de los
Estados Unidos de América.
Presente.

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN
AFFAIRS AND WORSHIP

No. D.G.P.E./A.N. 2268/101

LA PAZ, *December 30, 1970*

MR. AMBASSADOR.

I have the honor to refer to Your Excellency's note No. 383 of December 14, 1970, whereby, in the name of the Government of the United States of America, you propose certain amendments to the Agreement known as the "Relief Supplies and Equipment Agreement," which was effected by an exchange of notes, No. 154 of your Embassy, dated June 3, 1954, and No. O.I. 368 of the Ministry of Foreign Affairs of Bolivia in reply thereto, dated June 16, 1954.

In this connection, I am happy to inform Your Excellency that the Government of Bolivia agrees that the title of the "Relief Supplies and

Equipment Agreement" be changed to "Food for Peace Commodities and Relief Supplies and Equipment Agreement."

Similarly, that the first sentence of your Embassy's note No. 154 be amended as follows:

"I have the honor to bring to the attention of Your Excellency's Government that the United States has for some years furthered the humanitarian activities of American voluntary relief and rehabilitation agencies by reimbursing ocean freight costs on relief shipments and by supplying Food for Peace commodities to certain countries."

Likewise, in order to reflect current practice and since the wording of this paragraph was not designed for the landlocked situation of Bolivia, my Government agrees to amendment of the fourth paragraph of the above-mentioned notes as follows:

"The Government of Bolivia shall set aside and make available funds to defray all costs associated with moving supplies from railroad cars at mutually designated points of entry within Bolivia (such as the cities of La Paz, Oruro, and Cochabamba and such other points as may be mutually designated in the future) to points of distribution within the country, and shall in this regard bear the cost of any storage and handling charges incurred as a function of the distribution activities."

It is also taken into account that the amendments made in this Agreement through these notes concern only voluntary agencies and do not affect or change any other agreement or program existing between our Governments.

Consequently, I am happy to inform Your Excellency that the Government of Bolivia fully concurs in the foregoing amendments and agrees that your Embassy's note No. 383 of December 14, 1970, and this note in reply amend, as of this date, the Agreement concluded between our countries.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

E. MOLINA P.

His Excellency
ERNEST SIRACUSA,
Ambassador of the
United States of America,
La Paz.

ISRAEL

Agricultural Commodities

Agreement signed at Washington February 9, 1971; Entered into force February 9, 1971.

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

The Government of the United States of America and the Government of Israel, as the fifth supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed August 4, 1967[1] (hereafter referred to as the August Agreement), have agreed to the sales of commodities specified below The fifth supplementary agreement shall consist of the Preamble, Parts I and III, and the Dollar Credit Annex of the August Agreement and the following Part II

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table

Commodity	Supply Period	Approximate Maximum Quantity	Maximum Export Market Value	Estimated CCC Cost
	(United States Calendar Year)	(Metric Tons)	(Millions)	
Feedgrains	1971	535, 000	$ 32. 0	$ 32. 0
Wheat/wheat flour	1971	240, 000	15. 5	15. 9
Edible Vegetable Oil	1971	15, 000	4. 2	4. 2
Tobacco	1971	200	4	4
Ocean Transportation (Differential)			—	5. 0
		TOTAL	$ 52. 1	$ 57. 5

[1] TIAS 6314, 18 UST 1684.

ITEM II. Payment Terms:

Dollar Credit

1. Initial Payment – 5 percent.
2. Installment Payments – 19.
3. Amount of each Installment Payment – Approximately equal annual amounts.
4. Due Date of First Installment Payment – Two years after the date of last delivery of commodities in each calendar year.
5. Initial Interest Rate – 2 percent.
6. Continuing Interest Rate – 3 percent.

ITEM III. Usual Marketing Table:

Commodity	Import Period (United States Calendar Year)	Usual Marketing Requirement (Metric Tons)
Feedgrains	1971	260,000
Wheat/wheat flour	1971	130,000 (wheat equivalent)
Edible Vegetable Oil or Oilseeds (Oil Equivalent Basis)	1971	22,000 (of which at least 17,000 MT shall be imported from the United States)
Tobacco	1971	1,850

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodity shall be the United States calendar year 1971 or any subsequent calendar year during which said commodities financed under this agreement are being imported and utilized.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are: for feedgrains — feedgrains, including mixed feeds (with grain base), rye, corn, grain sorghums, barley, oats and products thereof, except seeds, animal products and industrial products; for wheat/wheat flour — wheat, wheat flour, bran, bulgur and/or rolled wheat; and for edible vegetable oil — edible vegetable oil and oilseeds, including peanut, soybean, olive, sunflower, and cottonseed oils and products thereof.

C. During the United States Calendar Year 1971 the following permissible export arrangements are in effect:

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1. Israel may export 25,000 metric tons of edible vegetable oil (including oil equivalent of edible oil bearing seeds) to countries friendly to the United States of America, provided that for each ton of edible vegetable oil exported, including oil equivalent of edible oil bearing seeds, the Government of Israel will purchase commercially from the United States of America an equivalent amount of edible vegetable oil or edible oil bearing seeds calculated on an oil extraction rate of 17.5 percent. These offsetting purchases will be in addition to the usual marketing requirement for edible vegetable oil.

2. Israel may export soybean oil meal, sunflower seeds and peanuts (not for crushing), edible olives, olive oil, desiccated coconut meat and industrial oils and oilseeds without offsetting purchase requirements.

3. Israel may export margarine and/or shortening provided the Government of Israel purchases commercially from the United States of America an amount of edible vegetable oil or oil bearing seeds equivalent to the edible oil content of the margarine and/or shortening exported. These offsetting purchases will be in addition to the usual marketing requirement for edible vegetable oil. The extraction rate of edible oil bearing seeds to be used in calculation of the equivalent amount of edible oil contained in the margarine and/or shortening will be 17.5 percent.

4. Israel may export barley malt and up to $150,000 worth of corn starch.

ITEM V. Self-Help Measures:

The Government of Israel, in maintaining their policy of increased agricultural production, will continue self-help activities in the following areas:

1. Further increase food production through intensive use of existing croplands;

2. Improve the facilities for the storage and distribution of food commodities;

3. Continue emphasis on adaptive research to develop new high yielding crop varieties.

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

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Other Provisions

Ocean Freight — The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Dollar Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

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

DONE at Washington, in duplicate, this ninth day of February, 1971.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

JOSEPH JOHN SISCO

FOR THE GOVERNMENT OF ISRAEL

Y RABIN

MOROCCO

Agricultural Commodities

Agreement signed at Rabat January 21, 1971; Entered into force January 21, 1971.

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 have agreed to the sales of agricultural commodities specified below This Agreement shall consist of the Preamble, Parts I and III and the Dollar Credit Annex of the April 20, 1967 agreement, [1] the Convertible Local Currency Credit Annex of the February 25, 1969 agreement [2] and the following Part II

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table.

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity	Maximum Export Market Value (1,000)
A. Dollar Credit Terms			
Wheat/wheat flour	1971	82,500 metric tons	$ 5, 275
B. Convertible Local Currency Credit Terms			
Wheat/wheat flour	1971	82,500 metric tons	$ 5, 275
		TOTAL	$10, 550

[1] TIAS 6256; 18 UST 496.
[2] TIAS 6648, 20 UST 464.

ITEM II. Payment Terms

A. Dollar Credit

1. Initial Payment – 6.5 percent
2. Number of Installment Payments – 19
3. Amount of Each Installment Payment – approximately equal annual amounts
4. Due Date of First Installment Payment – two years after date of last delivery of commodities in each calendar year
5. Initial Interest Rate – 2 percent
6. Continuing Interest Rate – 3 percent

B. Convertible Local Currency Credit

1. Initial Payment – 6.5 percent
2. Number of Installment Payments – 31
3. Amount of Each Installment Payment – approximately equal annual amounts
4. Due Date of First Installment Payment – ten years after date of last delivery of commodities in each calendar year
5. Initial Interest Rate – 2 percent
6. Continuing Interest Rate – 3 percent

ITEM III. Usual Marketing Table.

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement
Wheat/wheat flour	1971	200,000 metric tons

ITEM IV Export Limitations

A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodities shall be the period beginning on the date of this agreement and ending on the final date on which the commodity financed under this agreement is imported and utilized.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are for wheat/wheat flour – foodgrains including wheat and barley and products thereof.

ITEM V Self-Help Measures

The Government of the importing country agrees to

1. Increase efforts to improve livestock production by continuing to support forage production, range management and improve livestock management practices.

2. Within the area of irrigation, give first priority to completing on-going irrigation projects and effectively using land and water resources at the farm level.
3. Establish and maintain erosion control measures in upper watersheds adjoining irrigation development projects.
4. Take steps to carry out grain storage, handling and distribution recommendations by the Kansas State Team in 1969.
5. Strengthen systems of collection, computation and analysis of statistics in order to evaluate and improve support to agriculture.
6. Provide support to the efforts to control the Mediterranean Fruit Fly

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

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Other Provisions

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in U.S. flag vessels but, notwithstanding the provisions of paragraph 1 of the Dollar Credit and Convertible Local Currency Credit Annexes, it shall not finance the balance of the cost of ocean transportation of such commodities.

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

DONE at Rabat, in duplicate, this 21st day of January, 1971.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Stuart W. Rockwell

STUART W ROCKWELL
Ambassador of the United States of America

FOR THE GOVERNMENT OF THE KINGDOM OF MOROCCO

ABDELKRIM LAZRAK
Minister of Finance

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Proposed Road Through United States Naval Air Station, Bermuda

Agreement effected by exchange of notes
Signed at London January 28, 1971;
Entered into force January 28, 1971.

The American Ambassador to the British Secretary of State for Foreign and Commonwealth Affairs

No. 2 JANUARY 28, 1971

SIR,

I have the honour to refer to the Agreement relating to the Bases leased to the United States of America, signed on March 27, 1941, [1] as amended [2] and to recent discussions between representatives of the Government of the United States and the Government of Bermuda regarding a proposed road through the United States Naval Air Station, Bermuda (formerly known as the United States Kindley Air Force Base, Bermuda)

I now have the honour to inform you that the Government of the United States is prepared to enter into an agreement in the following terms, for making available an area within the United States Naval Air Station for the construction by the Government of Bermuda, at its expense, of the proposed road and for the use of the proposed road by vehicular and pedestrian traffic

(1) the area to be made available to the Government of Bermuda shall comprise the area located generally as shown on the map annexed to this Note described in metes and bounds and geographical co-ordinates on the United States Air Force Drawing No. PBD 1968-1 prepared and held in the United States Naval Air Station Civil Engineer's Office [3] and in constructional detail on the three sheets of Drawing No. 5/10/41 prepared and held in the Public Works Department

[1] EAS 235, 55 Stat. 1560.
[2] For citations, see p. 225.
[3] Not printed herein. The drawings are filed in the Archives of the Department of State where they are available for reference.

of Bermuda [1] including all such portions of the United States Military Road called "Swalwell Drive" as are located therein. The area made available shall be used by the Government of Bermuda for the construction thereon, at its own expense, of the proposed road between the road used by the Government of Bermuda known as "Kindley Field Road" and the public road known as "St. David's Road" as is shown on the said Drawings, in which road shall be incorporated, with such realignments as may be appropriate or necessary, the said portions of Swalwell Drive and which road shall be for the use of vehicular and pedestrian traffic passing thereover between the Kindley Field Road and St. David's Road and which when constructed shall also be known as "St. David's Road."

(2) The Government of Bermuda shall not be required to pay rent to the Government of the United States for the area made available.

(3) The Government of Bermuda shall have control and jurisdiction over the area made available in the same manner and to the same extent as it would if the area were outside the leased area and shall relieve the Government of the United States from responsibility for the road, including its maintenance and traffic control.

(4) The United States military authorities shall have the right to use the proposed road and to determine, so as to prevent interference with United States military activities at the base, the manner and location of the construction and installation of any works, fixtures, and facilities on the area made available.

(5) Before the area made available is used by or with the authority of the Government of Bermuda for the traffic purposes aforesaid the Government of Bermuda shall in accordance with guidelines and criteria agreed between the United States military authorities and the Government of Bermuda, construct at its own expense.

(a) a dividing fence along the southern boundary of the area made available,

(b) a new roadway to be called "Swalwell Drive" to the south of such dividing fence located generally as shown on the three sheets of Drawing No. 5/10/41, and

[1] Not printed herein. The drawings are filed in the Archives of the Department of State where they are available for reference.

(c) the new traffic complex shown on Sheet 1 of the said Drawing together with a new gatehouse, bus shelter and telephone kiosk to be located generally as shown on the said Sheet.

(6) The Government of Bermuda shall hold harmless the Government of the United States its agents and employees from all claims for injury to, or death of, persons or damage to, or destruction of, property, arising from the construction of any works, fixtures or facilities contemplated by these arrangements, unless such injury, death or damage results from the gross negligence or wilful misconduct of an employee of the Government of the United States.

(7) The use of the area made available for the purpose specified herein shall not be considered to diminish in any way the military nature and importance of the United States Naval Air Station. Except as expressly provided herein, these arrangements shall not, in any manner derogate from the provisions of the Agreement relating to the Bases leased to the United States of America, signed on March 27, 1941 as modified by the following instruments

the Agreement concerning the Opening of Certain Military Air Bases in the Caribbean Area and Bermuda to Use by Civil Aircraft, dated February 24, 1948, the Agreement modifying the Agreement relating to the Bases leased to the United States of America of March 27, 1941, effected by the Exchange of Notes dated July 19 and August 1, 1950, the Agreement on the Provision of Civil Airport Facilities at the Kindley Air Force Base, Bermuda, effected by the Exchange of Notes dated March 23 and April 25, 1951, the Agreement extending the Area of the Civil Air Terminal in Bermuda, effected by the Exchange of Notes, dated May 25, 1960 and the Agreement regarding additional Civil Airport facilities at the United States Kindley Air Force Base, Bermuda, effected by the Exchange of Notes dated June 4, 1968. [1]

(8) The United States military authorities and the Government of Bermuda or any authority designated by that Government in that behalf may conclude supplementary arrangements in implementation of this agreement in accordance with its intent and purposes.

If the foregoing is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honour

[1] TIAS 1717, 2105, 2282, 4489, 6504, 62 Stat. 1860; 1 UST 585, 2 UST 1311, 11 UST 1472; 19 UST 5059.

to propose that this Note and your reply to that effect shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply and shall remain in force until the expiration of the lease of the United States Naval Air Station.

WALTER H. ANNENBERG

Enclosures
1. United States Air Force Drawing No. PBD 1968-1.
2. Public Works Department of Bermuda Drawing No. 5/10/41.

The Right Honourable
SIR ALEC DOUGLAS-HOME, K.T., M.P.,
Secretary of State for Foreign and Commonwealth Affairs,
London.

The British Secretary of State for Foreign and Commonwealth Affairs to the American Ambassador

FOREIGN AND COMMONWEALTH OFFICE, S.W.1

28 JANUARY, 1971.

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your Note No. 2 of 28 January which reads as follows

"SIR,

I have the honour to refer to the Agreement relating to the Bases leased to the United States of America, signed on March 27, 1941, as amended and to recent discussions between representatives of the Government of the United States and the Government of Bermuda regarding a proposed road through the United States Naval Air Station, Bermuda (formerly known as the United States Kindley Air Force Base, Bermuda)

I now have the honour to inform you that the Government of the United States is prepared to enter into an agreement in the following terms, for making available an area within the United States Naval Air Station for the construction by the Government of Bermuda, at its expense, of the proposed road and for the use of the proposed road by vehicular and pedestrian traffic

(1) the area to be made available to the Government of Bermuda shall comprise the area located generally as shown on the map annexed to this Note described in metes and bounds and geographical co-ordinates on the United States Air Force Drawing No. PBD 1968–1 prepared and held in the United States Naval Air Station Civil Engineer's Office and in constructional detail on the three sheets of Drawing No. 5/10/41 prepared and held in the Public Works Department of Bermuda including all such portions of the United States Military Road called "Swalwell Drive" as are located therein. The area made available shall be used by the Government of Bermuda for the construction thereon, at its own expense, of the proposed road between the road used by the Government of Bermuda known as "Kindley Field Road" and the public road known as "St. David's Road" as is shown on the said Drawings, in which road shall be incorporated, with such realignments as may be appropriate or necessary, the said portions of Swalwell Drive and which road shall be for the use of vehicular and pedestrian traffic passing thereover between Kindley Field Road and St. David's Road and which when constructed shall also be known as "St. David's Road"

(2) The Government of Bermuda shall not be required to pay rent to the Government of the United States for the area made available.

(3) The Government of Bermuda shall have control and jurisdiction over the area made available in the same manner and to the same extent as it would if the area were outside the leased area and shall relieve the Government of the United States from responsibility for the road, including its maintenance and traffic control.

(4) The United States military authorities shall have the right to use the proposed road and to determine, so as to prevent interference with United States military activities at the base, the manner and location of the construction and installation of any works, fixtures, and facilities on the area made available.

(5) Before the area made available is used by or with the authority of the Government of Bermuda for the traffic purposes aforesaid the Government of Bermuda shall in accordance with guidelines and criteria agreed between the United States military authorities and the Government of Bermuda, construct at its own expense

(a) a dividing fence along the southern boundary of the area made available,

(b) a new roadway to be called "Swalwell Drive" to the south of such dividing fence located generally as shown on the three sheets of Drawing No. 5/10/41, and

(c) the new traffic complex shown on Sheet 1 of the said Drawing together with a new gatehouse, bus shelter and telephone kiosk to be located generally as shown on the said Sheet.

(6) The Government of Bermuda shall hold harmless the Government of the United States its agents and employees from all claims for injury to, or death of, persons or damage to, or destruction of, property, arising from the construction of any works, fixtures or facilities contemplated by these arrangements, unless such injury, death or damage results from the gross negligence or wilful misconduct of an employee of the Government of the United States.

(7) The use of the area made available for the purpose specified herein shall not be considered to diminish in any way the military nature and importance of the United States Naval Air Station. Except as expressly provided herein, these arrangements shall not, in any manner derogate from the provisions of the Agreement relating to the Bases leased to the United States of America, signed on March 27, 1941 as modified by the following instruments:

the Agreement concerning the Opening of Certain Military Air Bases in the Caribbean Area and Bermuda to Use by Civil Aircraft, dated February 24, 1948, the Agreement modifying the Agreement relating to the Bases leased to the United States of America of March 27, 1941, effected by the Exchange of Notes dated July 19 and August 1, 1950, the Agreement on the Provision of Civil Airport Facilities at the Kindley Air Force Base, Bermuda, effected by the Exchange of Notes dated March 23 and April 25, 1951, the Agreement extending the Area of the Civil Air Terminal in Bermuda, effected by the Exchange of Notes, dated May 25, 1960 and the Agreement regarding additional Civil Airport facilities at the United States Kindley Air Force Base, Bermuda, effected by the Exchange of Notes dated June 4, 1968.

(8) The United States military authorities and the Government of Bermuda or any authority designated by that Government in that behalf may conclude supplementary arrangements in implementation of this agreement in accordance with its intent and purposes.

If the foregoing is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honour to propose that this Note and your reply to that effect shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply and shall remain in force until the expiration of the lease of the United States Naval Air Station."

In reply I have the honour to inform Your Excellency that the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland who therefore agree that your Note and this reply shall constitute an Agreement between the two Governments in this matter which shall enter into force on today's date and shall remain in force until the expiration of the lease of the United States Naval Air Station.

I have the honour to be, with the highest consideration, Your Excellency's obedient Servant,

For the Secretary of State

R. N. POSNETT

R. N. Posnett

His Excellency,
The Honourable WALTER H. ANNENBERG,
American Embassy,
Grosvenor Square,
London, W.1.

TURKEY

Agricultural Commodities

Agreement signed at Ankara January 29, 1971;
Entered into force January 29, 1971.

THIRD SUPPLEMENTARY AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF TURKEY FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Turkey, as a third supplement to the agreement for Sales of Agricultural Commodities between the two Governments signed on February 6, 1969[1] (hereafter referred to as the February Agreement), have agreed to sales of commodities as specified below This agreement shall consist of the Preamble, Parts I and III, and the Convertible Local Currency Credit (CLCC) Annex of the February Agreement and the following Part II

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table.

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity	Maximum Export Market Value (Millions)
Wheat/wheat flour	1971	500, 000 MT	$29. 4
		TOTAL	$29. 4

[1] TIAS 6645, 20 UST 438.

ITEM II. Payment Terms

Convertible Local Currency Credit

1. Initial Payment – 25 percent
2. Number of Installment Payments – 31
3. Amount of each Installment Payment – Approximately equal annual amounts
4. Due Date of First Installment Payment – 10 years after date of last delivery of commodities in each calendar year
5. Initial Interest Rate – 2 percent
6. Continuing Interest Rate – 3 percent

ITEM III. Usual Marketing Requirements

None

ITEM IV Export Limitations

A. With respect to each commodity financed under this agreement, the export limitation period for same or like commodities shall be United States Fiscal Year 1971 or any subsequent United States Fiscal Year during which relevant commodities financed under this agreement are being imported and utilized.

B. For the purpose of Part I, Article III A 3, of the agreement, commodities considered to be the same as, or like, commodities imported under this agreement are Wheat/wheat flour, including wheat and wheat products, rye, rice, corn.

ITEM V Self-Help Measures

The United States Government recognizes that the Government of Turkey under its Five Year Plan and Annual Programs is seeking to augment the production of cereals. To reach this objective, among other things, the Government of Turkey is

1. Promoting the use of high yielding wheat varieties by providing in 1970 the necessary inputs to achieve plan target plantings of 800,000 hectares of spring and 1.2 million hectares of winter types;
2. Undertaking a study of the organization of the Ministry of Agriculture along functional lines for the purpose of improving management and operational efficiency,
3. Seeking to provide adequate farmer production credit to facilitate the purchase of fertilizer, seed, equipment and other purchased inputs;
4. Adopting new procedures as needed to improve the timeliness and accuracy of agricultural statistics.

ITEM VI. Agricultural Development Purposes for Which Proceeds Accruing to Importing Country are to be Used

The proceeds accruing to the importing country from sales of commodities under this agreement shall be devoted to achievement of the agricultural self-help measures set forth above and to other agricultural development objectives as mutually agreed upon.

ITEM VII. Other Provisions

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

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

DONE at Ankara, in duplicate, this 29th day of January, 1971.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

WILLIAM J. HANDLEY

William J. Handley

Ambassador of the United States of America

FOR THE GOVERNMENT OF TURKEY

M. EREZ

Mesut Erez

Minister of Finance

GUYANA

Extension of Validity of Guyanese Passports

Agreement effected by exchange of notes
Dated at Georgetown May 20 and July 18, 1970, and January 18, 1971;
Entered into force January 18, 1971.

The American Embassy to the Guyanese Ministry of External Affairs

No. 37.

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of Guyana and has the honor to invite the Ministry's attention to a proposal concerning the validity of Guyana passports.

In order that the Embassy may be facilitated in the issuance of non-immigrant visas to holders of Guyana passports that may be expiring in the year 1971 and thereafter the Embassy respectfully requests that the bearers of such Guyana passports will be permitted to re-enter Guyana during a period of six months after the expiration of such passports, should such passports expire while they are outside of Guyana. With such assurances the Embassy will be permitted to issue non-immigrant visas to Guyanese citizens whose passports have less than six months' validity left at the time of visa application.

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

DSL

EMBASSY OF THE UNITED STATES OF AMERICA,
Georgetown. May 20, 1970.

66-169 O 72 16

The Guyanese Ministry of External Affairs to the American Embassy

MINISTRY OF EXTERNAL AFFAIRS,
CARMICHAEL STREET,
GEORGETOWN,
GUYANA.

SEA 1/21/1

July 18, 1970

The Ministry of External Affairs of Guyana presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's note No. 37 of May 20 concerning the validity of Guyana passports.

With respect to the issuance of non-immigrant visas for the United States of America to holders of Guyana passports that may be expiring in the year 1971, holders of Guyana passports will be permitted to re-enter Guyana within a period of six (6) months after the expiration of the validity of such passports, the validity expiring while the holders are outside of Guyana.

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

The Guyanese Ministry of External Affairs to the American Embassy

MINISTRY OF EXTERNAL AFFAIRS,
CARMICHAEL STREET,
GEORGETOWN,
GUYANA.

SEA. 1/21/1

January 18, 1971.

The Ministry of External Affairs of Guyana presents its compliments to the Embassy of the United States of America and further to its Note Verbale No. SEA. 1/21/1 dated July 18, 1970, has the honour to confirm that the holders of Guyana passports who are residing abroad, will be permitted to re-enter Guyana over an indefinite period although the holders' passports have expired.

The necessary condition for re-entrants, the validity of whose passports have expired while they are outside of Guyana, is that they must produce some evidence to establish citizenship of Guyana.

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

REPUBLIC OF KOREA

Agricultural Commodities

Agreement amending the agreement of February 26, 1969.
Effected by exchange of notes
Signed at Seoul January 27, 1971;
Entered into force January 27, 1971.

The American Ambassador to the Korean Deputy Prime Minister and Minister, Economic Planning Board

No. 748 SEOUL, *January 27, 1971*

EXCELLENCY

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments February 26, 1969, [1] and to propose the following additions in Part II

(A) In ITEM III., Usual Marketing Table insert under the appropriate columns, "Corn, United States Fiscal Year 1971, 75,000 metric tons."

(B) In ITEM IV B., Export Limitations. Following the colon insert "for corn – corn and products thereof;"

All other terms and conditions of the February 26, 1969 Agreement remain the same.

If the foregoing is acceptable to your Excellency's Government, I have the honor to propose that this note and your reply concurring therein 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.

WILLIAM J. PORTER

His Excellency
KIM HAK YUL,
Deputy Prime Minister and
Minister, Economic Planning Board,
Seoul.

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[1] TIAS 6661, 20 UST 522.

The Korean Deputy Prime Minister and Minister, Economic Planning Board to the American Ambassador

ECONOMIC PLANNING BOARD
REPUBLIC OF KOREA
SEOUL, KOREA

JANUARY 27, 1971

EXCELLENCY

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

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments February 26, 1969, and to propose the following additions in Part II

(A) In Item III., Usual Marketing Table insert under the appropriate columns, "Corn, United States Fiscal Year 1971, 75,000 metric tons."

(B) In Item IV B., Export Limitations Following the colon insert "for corn – corn and products thereof;"

All other terms and conditions of the February 26, 1969 Agreement remain the same.

If the foregoing is acceptable to your Excellency's Government, I have the honor to propose that this note and your reply concurring therein 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."

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

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

KIM, HAK-YUL

Kim, Hak Yul
Deputy Prime Minister
and
Minister, Economic Planning Board

His Excellency
WILLIAM J. PORTER
Ambassador of the United States,
Seoul, Korea.

REPUBLIC OF KOREA

Agricultural Commodities

Agreement amending the agreement of March 20, 1970.
Effected by exchange of notes
Signed at Seoul January 28, 1971;
Entered into force January 28, 1971.

The American Ambassador to the Korean Deputy Prime Minister and Minister, Economic Planning Board

No. 749 SEOUL, *January 28, 1971*

EXCELLENCY

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments March 20, 1970 [1] and to propose that Part II thereof be amended as follows

(A) ITEM I. A., Commodity Table Under the appropriate columns insert "Wheat/Wheat flour, United States Calendar Year 1970, 139,000 metric tons, $8.4", change the sub-total from "$40.5" to "$48.9", and change the total from "$94.3" to "$102.7."

(B) ITEM II., Payment Terms Add the following Paragraph C

"Convertible local currency credit applicable to this wheat amendment

1. Initial Payment – 5 percent.
2. Currency Use Payment – 30 percent.
3. Number of Installment Payments – 31.
4. Amount of Each Installment Payment – approximately equal annual amounts.
5. Due Date of the First Installment Payment – 10 years after the date of the last delivery of commodities in each calendar year.
6. Initial Interest Rate – 2 percent.
7. Continuing Interest Rate – 3 percent."

(C) ITEM VI., Economic Development Purposes for Which Proceeds Accruing to the Importing Country are to be Used add the

[1] TIAS 6859, 21 UST 1057.

following as a second paragraph "The proceeds accruing to the Government of the importing country as a result of this amendment will be used for capitalization of the National Agricultural Cooperatives Federation fertilizer account and for other agricultural development purposes mutually agreed upon between the two Governments."

All other terms and conditions of the March 20, 1970 Agreement remain the same.

If the foregoing is acceptable to your Excellency's Government, I have the honor to propose that this note and your reply concurring therein 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.

WILLIAM J PORTER

His Excellency
KIM, HAK YUL,
Deputy Prime Minister and
Minister, Economic Planning Board,
Seoul.

The Korean Deputy Prime Minister and Minister, Economic Planning Board, to the American Ambassador

ECONOMIC PLANNING BOARD
REPUBLIC OF KOREA
SEOUL, KOREA

JANUARY 28, 1971

EXCELLENCY

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

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments March 20, 1970 and to propose that Part II thereof be amended as follows

(A) ITEM I. A., Commodity Table Under the appropriate columns insert "Wheat/Wheat flour, United States Calendar Year 1970, 139,000 metric tons, $8.4", change the sub-total from "$40.5" to "$48.9", and change the total from "$94.3" to "$102.7 "

(B) ITEM II., Payment Terms Add the following Paragraph C

"Convertible local currency credit applicable to this wheat amendment

1. Initial Payment – 5 percent.
2. Currency Use Payment – 30 percent.
3. Number of Installment Payments – 31.
4. Amount of Each Installment Payment – approximately equal annual amounts.
5. Due Date of the First Installment Payment – 10 years after the date of the last delivery of commodities in each calendar year.
6. Initial Interest Rate – 2 percent.
7 Continuing Interest Rate – 3 percent."

(C) ITEM VI., Economic Development Purposes for Which Proceeds Accruing to the Importing Country are to be Used add the following as a second paragraph "The proceeds accruing to the Government of the importing country as a result of this amendment will be used for capitalization of the National Agricultural Cooperatives Federation fertilizer account and for other agricultural development purposes mutually agreed upon between the two Governments."

All other terms and conditions of the March 20, 1970 Agreement remain the same.

If the foregoing is acceptable to your Excellency's Government, I have the honor to propose that this note and your reply concurring therein 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."

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

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

KIM, HAK-YUL

Kim, Hak Yul
Deputy Prime Minister
and
Minister, Economic Planning Board

His Excellency
WILLIAM J PORTER
Ambassador of the United States,
Seoul, Korea.

TIAS 7058

REPUBLIC OF KOREA

Agricultural Commodities

Agreement signed at Seoul January 29, 1971;
Entered into force January 29, 1971.

SIXTH SUPPLEMENTARY AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF KOREA FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Korea, as the Sixth Supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on March 25, 1967 [1] (hereafter referred to as the March Agreement), have agreed to the commodity sale specified below. The Sixth Supplementary Agreement shall consist of the Preamble, Parts I and III of the March Agreement, the Convertible Local Currency Credit Annex of the October 23, 1968 Agreement, [2] and the following Part II

PART II—PARTICULAR PROVISIONS

ITEM I. Commodity Table.

Commodity	Supply Period (United States Calendar Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Rice (brown basis)	1971	200,000	$29.3

ITEM II. Payment Terms.

Convertible Local Currency Credit

1. Initial Payment – None
2. Currency Use Payment – None
3. Amount of Each Installment Payment – approximately equal annual amounts

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[1] TIAS 6272, 18 UST 1228.
[2] TIAS 6595, 19 UST 7541.

4. Number of Installment Payments – 31
5. Due Date of First Installment Payment – 10 years after date of last delivery of commodities in each calendar year
6. Initial Interest Rate – 2 percent
7 Continuing Interest Rate – 3 percent

ITEM III. Usual Marketing Requirements None

ITEM IV Export Limitations

A. With respect to the commodity financed under this agreement, the export limitation period for same or like commodities shall be the supply period indicated in Item I and each subsequent period during which the commodity financed under this agreement is being imported and utilized.

B. For the purpose of Part I, Article III A 3, of the agreement, commodities considered to be the same as, or like, the commodity imported under this agreement are for rice – rice in the form of paddy, or brown, or milled rice.

ITEM V Self-Help Measures

The Government of the Republic of Korea is undertaking to

1. Provide sufficient budgetary support to assure rearrangement of 50,000 hectares of rice land and development of 28,000 hectares of upland during the 1971/72 paddy rearrangement season.

2. Make necessary arrangements, including the provision of funds for subsidies and loans to distribute a minimum of 650,000 metric tons of limestone for use on Korean farms during 1971. Private production and marketing facilities should be encouraged. Also the Government of the Republic of Korea should insure that adequate credit is available so farmers may increase fertilizer application by a minimum of 15 percent during 1971. This target is to be reflected in national and provincial plans.

3. Adopt policies and initiate programs which will strengthen member investment and control of farmer organizations to facilitate increased use of farm inputs and improved storage and marketing of output.

4. Complete a comprehensive analysis of the agricultural sector.

5. Improve agricultural analysis process by continuation of consolidation and development of various agricultural economic, statistical and planning units of agricultural agencies into functional units with control and guidance provided by the Ministry of Agriculture and Forestry

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

The proceeds accruing to the Government of the Republic of Korea under this agreement will be used to capitalize agricultural and grain price stabilization accounts. The Government of the Republic of Korea will provide periodic reports on receipt and disbursement from these accounts as requested by the Government of the United States of America.

ITEM VII. Other Provisions

The Government of the United States shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

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

DONE at Seoul, in duplicate, this 29th day of January 1971.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

WILLIAM J PORTER

William J Porter
Ambassador of the United States of America

FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA

KIM, HAK-YUL

Kim Hak Yul
Deputy Prime Minister and Minister, Economic Planning Board

BRAZIL

Earth Resources: Cooperative Research in Remote Sensing for Earth Surveys

Agreement extending the agreement of January 18 and September 10, 1968.
Effected by exchange of notes
Signed at Brasilia November 25, 1970, and February 3, 1971;
Entered into force February 3, 1971.

The American Ambassador to the Brazilian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Brasília, November 25, 1970

No. B-65

EXCELLENCY:

I have the honor to refer to the agreement between the Government of the United States of America and the Government of Brazil concerning cooperative research in remote sensing for earth surveys effected by an exchange of notes between our two governments, dated January 18 and September 10, 1968. [1]

In view of the fact that an additional period of time is required to accomplish the objectives of the agreement, the Government of the United States proposes that the above agreement be extended to January 1, 1973 unless extended further as may be mutually agreed.

If the foregoing proposal is acceptable to the Government of Brazil, 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 which shall enter into force on the date of our Excellency's reply

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[1] TIAS 6569; 19 UST 6066.

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

WILLIAM MANNING ROUNTREE

His Excellency
AMBASSADOR MARIO GIBSON BARBOSA
Minister of Foreign Affairs
Brasília

The Brazilian Acting Minister of Foreign Affairs to the American Ambassador

MINISTERIO DAS RELAÇÕES EXTERIORES

DNU/DAI/DAS/12/592.54(22) EM 03 DE FEVEREIRO DE 1971.

SENHOR EMBAIXADOR,

Em aditamento à minha nota DNU/DAI/DAS/235 de 18 de dezembro de 1970, e em resposta à sua nota B–65 de 25 de novembro de 1970, pela qual Vossa Excelência propôs uma prorrogação de vigência do Acôrdo por troca de notas para Pesquisa e Utilização de Sensores Remotos em levantamentos de recursos terrestres, assinado com o Govêrno dos Estados Unidos da América em 10 de setembro de 1968, tenho a honra de comunicar que o Govêrno do Brasil aceita a referida proposta, constituindo esta nota e a de número B–65 de Vossa Excelência entendimento entre nossos dois governos sôbre o assunto, e as considera válidas para efeito de prorrogação do referido Acôrdo até 1° de janeiro de 1973.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

JORGE DE CARVALHO E SILVA

A Sua Excelência
o SENHOR WILLIAM MANNING ROUNTREE,
Embaixador dos
Estados Unidos da América.

Translation

MINISTRY OF FOREIGN AFFAIRS

DNU/DAI/DAS/12/592.54(22) FEBRUARY 3, 1971

MR. AMBASSADOR:

As a supplement to my note No. DNU/DAI/DAS/235 of December 18, 1970, and in reply to your note No. B-65 of November 25, 1970, in which Your Excellency proposes an extension by an exchange of notes of the agreement relating to cooperative research in remote sensing for earth surveys, signed with the Government of the United States of America on September 10, 1968, I have the honor to inform you that the Government of Brazil accepts the aforesaid proposal, this note and Your Excellency's note No. B-65 constituting an understanding between our two Governments on the matter and being considered valid for the purpose of extending the above-mentioned agreement until January 1, 1973.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

JORGE DE CARVALHO E SILVA

His Excellency
WILLIAM MANNING ROUNTREE,
Ambassador of the
United States of America.

NETHERLANDS

Double Taxation: Taxes on Estates and Inheritances

Convention and protocol signed at Washington July 15, 1969;
Ratification advised by the Senate of the United States of America November 25, 1970;
Ratified by the President of the United States of America December 11, 1970;
Ratified by the Netherlands February 20, 1970;
Ratifications exchanged at The Hague February 3, 1971;
Proclamed by the President of the United States of America February 22, 1971;
Entered into force February 3, 1971.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The convention between the United States of America and the Kingdom of the Netherlands for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on estates and inheritances, and a related protocol, were signed at Washington on July 15, 1969, the texts of which convention and protocol, in the English and Dutch languages, are as follows

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

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

The Government of the United States of America:
William P Rogers, Secretary of State, and

The Government of the Kingdom of the Netherlands:
Hendrik C. Maclaine Pont, Minister of the Kingdom of the Netherlands,

who, having communicated to each other their full powers, found in good and due form, have agreed upon the following articles:

CHAPTER I

SCOPE OF THE CONVENTION

ARTICLE 1

ESTATES COVERED

This Convention shall apply to estates of decedents which are subject to the taxing jurisdiction of one or both States by reason of the decedent's domicile therein or citizenship thereof at death. A decedent who at death was a citizen of the United States but is considered under the laws of the United States as having been a nonresident not a citizen of the United States for purposes of its tax shall be considered as having been neither domiciled in nor a citizen of the United States for purposes of this Convention.

ARTICLE 2

TAXES COVERED

(1) The taxes to which this Convention shall apply are:

(a) In the case of the United States: The Federal estate tax; and

(b) In the case of the Netherlands: The succession duty and the transfer duty at death.

(2) This Convention shall also apply to any taxes on estates and inheritances imposed by the States on the occasion of death, which are subsequently enacted in addition to, or in place of, the existing taxes, in the form of (a) tax on the corpus of the

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estate, (b) tax on inheritances, (c) transfer duties, or (d) taxes on donations mortis causa.

(3) The competent authorities of the States shall notify each other of any substantial changes which have been made in their respective laws relating to taxes on estates and inheritances.

CHAPTER II

DEFINITIONS

ARTICLE 3

GENERAL DEFINITIONS

(1) In this Convention:

(a) The terms "State" and "other State" mean the United States or the Netherlands, as the context requires,

(b) The term "United States" means the United States of America and when used in a geographical sense means the States thereof and the District of Columbia,

(c) The term "the Netherlands" comprises the part of the Kingdom of the Netherlands that is situated in Europe;

(d) The term "tax" means the tax or taxes described in Article 2 which are imposed by the State (or States) indicated by the context of the term's usage;

(e) The term "credit" means a deduction from tax; and

(f) The term "competent authority" means:

(i) In the case of the United States, the Secretary of the Treasury or his delegate, and

(ii) In the case of the Netherlands, the Minister of Finance or his duly authorized representative.

(2) Any term not otherwise defined in this Convention shall, unless the context otherwise requires, have the meaning which it has under the laws of the State whose tax is being determined.

ARTICLE 4

FISCAL DOMICILE

(1) For the purposes of this Convention, the question whether a decedent was domiciled in one of the States at his death shall be determined according to the law of that State.

(2) A decedent who at his death was a citizen of one of the States without being a citizen of the other State, and who would be considered, under paragraph (1), as having been domiciled in both States at his death, shall be deemed to have been domiciled in (and only in) the State of which he was a citizen, if:

(a) He died when having been domiciled in the other State in the aggregate less than 7 years during the 10-year period ending at his death; and

(b) He was in the other State for business, professional, educational, training, tourism, or a similar purpose (or in his capacity as the spouse or a dependent member of the family of a person who was in that other State for such a purpose), and did not have a clear intention to remain indefinitely in the other State.

(3) Where by reason of the provisions of paragraph (1) a decedent, other than a decedent described in paragraph (2), was domiciled in both States, then this case shall be determined in accordance with the following rules:

(a) He shall be deemed to have been domiciled in the State in which he made his permanent home for 5 years or more immediately preceding his death,

(b) If he did not make his permanent home for 5 years or more in either State, his domicile shall be deemed to be in the State with which his personal relations were closest;

(c) If the State in which his personal relations were closest cannot be determined, his domicile shall be deemed to be in the State of which he was a citizen, or

(d) If he was a citizen of both States or of neither of them, the competent authorities of the States shall determine the State of his domicile by mutual agreement.

(4) For purposes of paragraph (2), unless all of the evidence considered together is clear and convincing to the contrary it shall be presumed that the decedent did not have a clear intention to remain indefinitely in the State of which he was not a citizen.

CHAPTER III

TAXING RULES

ARTICLE 5

APPLICATION OF DOMESTIC LAWS

(1) Except as otherwise provided in this Convention, each State shall impose its tax, and shall allow exemptions,

deductions, credits, and other allowances, in accordance with its laws.

(2) In any case in which the laws of a State allocate deductions on the basis of the situs of property, property shall be deemed for the purpose of determining the amounts of any deductions to have a situs in that State only if that State may tax it under this Convention, and property shall be deemed for the purpose of determining the amounts of any credits to have a situs in the other State only if a credit is allowable under Article 11 for the tax of that other State with respect to the property However, for purposes of (and only for purposes of) (a) the requirements of the respective tax laws of the States relating to information or tax returns or notices, transfer certificates, or maintenance of records, and (b) determining the applicability and amount of any sanctions of such laws with respect to the requirements referred to in (a) above, neither this paragraph nor any provision of Article 6, 7, or 8 shall change the taxability or situs of property or the amount of tax which would otherwise have been due in the absence of this Convention (or the amount of any resulting underpayment of tax) Notwithstanding the preceding sentence, requirements or sanctions found to be unnecessary for the prevention of fraud or fiscal evasion with respect to tax may be eliminated or modified (but not made more burdensome) by regulations prescribed pursuant to paragraph (5) of Article 13.

(3) The provisions of this Convention shall not result in an increase in the amount of the tax imposed by either State (except to the extent that the increase results from a reduction under the provisions of this Convention of the tax paid to a State with respect to which credit is allowable)

ARTICLE 6

IMMOVABLE PROPERTY

(1) Immovable property may be taxed by a State if such property is situated in that State.

(2) Whether any property constitutes immovable property shall be determined in accordance with the laws of the State in which such property is located. However, the term "immovable property" shall in any case include real property (but not mortgages, bonds, or other security interests or ships, boats, or aircraft)

(3) The provisions of paragraphs (1) and (2) shall apply to immovable property whether or not such property forms part of the business property of a permanent establishment or is used for the performance of professional services or other independent activities of a similar character

(4) The provisions of this article shall not cause property which is not taxable by a State under its laws to be taxed (or taken into account in determining the rate of tax) by that State.

ARTICLE 7

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

(1) Except as provided in Article 6, assets (other than ships and aircraft operated in international traffic and movable property pertaining to the operation of such ships and aircraft) forming part of the business property of a permanent establishment may be taxed by a State if the permanent establishment is situated in that State.

(2) For purposes of this Convention, the term "permanent establishment" means a fixed place of business through which a decedent was engaged in trade or business. A decedent shall be deemed to have been engaged in trade or business through a fixed place of business whether he is so engaged as a sole proprietor or through a partnership or other unincorporated association, but in the case of a partnership or association, only to the extent of his interest therein. References in this article to a "decedent" shall be deemed to include such interests.

(3) The term "fixed place of business" shall include especially·

(a) A branch;

(b) An office;

(c) A factory;

(d) A workshop;

(e) A sales outlet;

(f) A mine, quarry, or other place of extraction of natural resources, and

(g) A building site or a construction or assembly project which exists for more than 12 months.

(4) Notwithstanding paragraphs (2) and (3), a permanent establishment shall not include a fixed place of business used solely for one or more of the following activities:

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

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

(c) The maintenance of a stock of goods or merchandise belonging to the decedent for the purpose of processing by another,

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

(e) The maintenance of a fixed place of business for the purpose of advertising, for the supply of information, for scientific research, or for similar activities if they have a preparatory or auxiliary character, for the decedent,

(f) The maintenance of a fixed place of business (by a person other than a dealer) for the purpose of investing

or trading in stocks, securities, or commodities for the decedent's own account, whether directly or through a broker or other agent.

(5) A person who was acting in a State on behalf of a decedent -- other than an agent to whom paragraph (4) (f) or (6) applies -- shall be deemed to have been a permanent establishment of the decedent in that State if such person had, and habitually exercised in that State, an authority to conclude contracts in the name of the decedent, unless the exercise of such authority was limited to the purchase of goods or merchandise for the decedent.

(6) A decedent shall not be deemed to have had a permanent establishment in a State merely because he carried on a trade or business in that State through a broker, general commission agent, or any other agent of an independent status acting in the ordinary course of his business.

(7) The fact that the decedent controlled a corporation which engaged in trade or business in a State (whether through a permanent establishment or otherwise) shall not be taken into account in determining whether the decedent had a permanent establishment in such State.

(8) Except as provided in Article 6, assets pertaining to a fixed base used for the performance of professional services or other independent activities of a similar character may be taxed by a State if the fixed base is situated in that State.

(9) The provisions of this article shall not cause property which is not taxable by a State under its laws to be taxed (or taken into account in determining the rate of tax) by that State.

ARTICLE 8

TAXATION ON THE BASIS OF DOMICILE

Subject to the provisions of Article 9, and except as provided in Article 6 or 7, property may be taxed (or taken into account in determining the rate of tax) only by the State in which the decedent was domiciled at his death.

ARTICLE 9

TAXATION ON THE BASIS OF CITIZENSHIP

If the decedent was a citizen of a State at his death that State may tax property in accordance with its laws, including property not enumerated in Article 6 or 7, whether or not he was domiciled therein.

ARTICLE 10

EXEMPTIONS

(1) Property (other than community property) which passes to the surviving spouse from a decedent who was a domiciliary or citizen of the United States, and which may be taxed by the Netherlands solely by reason of Article 6 or 7, shall, for the purpose of determining the Netherlands transfer duty at death,

be included in the estate only to the extent its value exceeds 50 percent of the value of all property included in the estate which may be taxed by the Netherlands. For purposes of this paragraph, the value of the estate which may be taxed by the Netherlands, and of the property which passes to the surviving spouse, shall be determined after taking into account any applicable deductions but before applying paragraph (2)

(2) Where a State may tax solely by reason of Article 6 or 7, that State shall not impose any tax if the aggregate value of the property included in the estate subject to its tax (after taking into account any applicable deductions and after taking into account the provisions of paragraph (1), but before taking into account any other exemptions) does not exceed $30,000. If the value so determined exceeds $30,000, the tax imposed shall not exceed the lesser of (a) 50 percent of such value in excess of $30,000, or (b) the amount of the tax determined in accordance with the provisions of this Convention taking into account any exemptions allowable under the laws of the State.

(3) Paragraph (1) shall be inapplicable during such period as the laws of the United States make the tax imposed by it with respect to estates of nonresident aliens substantially less favorable in relation to the tax imposed by it with respect to estates of its citizens or domiciliaries than is the case when this Convention is signed.

CHAPTER IV

RELIEF FROM DOUBLE TAXATION

ARTICLE 11

CREDITS

(1) Where both States impose tax with respect to property which may be taxed by a State in accordance with Article 6 or 7, a State which imposes its tax on the basis of the decedent's domicile therein or citizenship thereof at death shall allow a credit equal to the amount of the tax imposed by the other State with respect to property which may be taxed by such other State in accordance with Article 6 or 7

(2) In addition to any credit allowable under paragraph (1), where both States impose tax with respect to property which is not property which one of the States may tax in accordance with Article 6 or 7

(a) If the decedent was a citizen of only one State at death and if at his death he had been domiciled in the other State in the aggregate 7 or more years during the 10-year period ending at his death, then the State of which he was a citizen shall allow a credit equal to the amount of the tax imposed by such other State;

(b) If the decedent was a citizen of both States and a domiciliary of one State at death, then the State of which he was not a domiciliary shall allow a credit equal to the amount of the tax imposed by the other State; or

(c) If neither subparagraph (a) nor subparagraph (b) is applicable, then each State shall allow a credit in the amount which bears the same proportion to the amount of its tax attributable to such property, or to the amount of the other State's tax attributable to the same property, whichever is less, as the former amount bears to the sum of both amounts.

(3) Notwithstanding the provisions of paragraphs (1) and (2), the total amount of all credits allowed by a State pursuant to this article or pursuant to the laws or other conventions of such State with respect to all property in respect of which a credit is allowable under paragraph (1) or (2) (a) or (b) shall not exceed that part of the tax of the crediting State which is attributable to such property

(4) In determining the amount of the tax imposed by a State with respect to or attributable to property there shall be subtracted from the gross tax so imposed all credits allowed by such State with respect to such property except credits which are allowable under this article.

(5) As used in paragraphs (1) and (2) of this article, reference to property which may be taxed by a State in accordance with Article 6 or 7 includes property which would be taxable by a State under the terms of one of those articles if taxable by the State under its laws, whether or not it is also taxable on the basis of the decedent's domicile or citizenship at death.

(6) No credit shall be finally allowed under this article until the tax for which the credit is allowable (reduced by any credit allowable with respect thereto) has been paid.

(7) Any credits authorized by this article are in lieu of, and not in addition to, any credits authorized by the respective laws of the States for the taxes of the other State.

CHAPTER V

SPECIAL PROVISIONS

ARTICLE 12

LIMITATION ON CLAIMS FOR CREDIT OR REFUND

(1) Any claim for credit or for refund of tax founded on the provisions of this Convention shall be made before the expiration of the latest of:

(a) The time for the making of a claim for refund of tax under the laws of the State to which the claim for credit or refund is made;

(b) Five years from the date of death of the decedent in respect of whose estate the claim is made; or

(c) One year after final determination and payment of tax for which any credit under Article 11 is claimed, provided that the determination and payment are made within 10 years of the date of death of the decedent.

(2) Any refund based on the provisions of this Convention shall be made without payment of interest on the amount so refunded.

ARTICLE 13

COMPETENT AUTHORITIES

(1) Any person who considers that the actions of one or both of the States result or will result for him in taxation not in accordance with this Convention may, notwithstanding the remedies provided by the laws of those States, present his case to the competent authority of either State. Such presentation must be made within the period of time prescribed for the filing of a claim for credit or refund under Article 12. Should the person's claim be considered to have merit by the competent authority of the State to which the claim is made, it shall endeavor to come to an agreement with the competent authority of the other State with a view to the avoidance of taxation contrary to the provisions of this Convention.

(2) The competent authorities of the States shall endeavor to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of this Convention.

(3) The competent authorities of the States may communicate with each other directly for the purpose of reaching an agreement in the sense of this article. When it seems advisable for the purpose of reaching an agreement, the competent authorities may meet together for an oral exchange of opinions.

(4) In the event that the competent authorities reach such an agreement, taxes shall be imposed, and refund or credit of taxes shall be allowed, by the States in accordance with such agreement.

(5) The competent authority of each State may prescribe such regulations and forms as may be necessary or appropriate to give effect to and implement the provisions of this Convention.

ARTICLE 14

EXCHANGE OF INFORMATION

(1) The competent authority of each State shall furnish the competent authority of the other State such information as is pertinent to (a) carrying out the provisions of this Convention or the laws of such other State concerning its tax insofar as the taxation thereunder is in accordance with this Convention, or (b) preventing fraud or fiscal evasion in relation to the taxes which are the subject of this Convention (including information with respect to property exempted from the tax of the first-mentioned State by reason of Article 8) However, this paragraph shall not require the competent authority of a State to furnish information not in the possession of that State with respect to property exempted from its tax by reason of Article 8. Any information furnished shall be treated as secret and shall not be disclosed to any persons other than those (including a court or administrative body) concerned with assessment, collection, enforcement, or prosecution in respect of the taxes which are the subject of this Convention.

(2) In no case shall the provisions of paragraph (1) be construed so as to impose on one of the States the obligation:

(a) To carry out administrative measures at variance with the laws or the administrative practice of that or of the other State,

(b) To supply particulars which are not obtainable under the laws or in the normal course of the administration of that or of the other State;

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

(3) The furnishing of information shall be either on a routine basis or on request with reference to particular cases. The competent authorities of the States shall agree on the list of information which shall be furnished on a routine basis.

ARTICLE 15

DIPLOMATIC AND CONSULAR OFFICIALS

(1) Nothing in this Convention shall affect the fiscal privileges of diplomatic or consular officials or officials of international organizations under the general rules of international law or under the provisions of special agreements.

(2) Insofar as such privileges prevent the imposition of tax in the receiving State, the right to tax shall be reserved to the country in whose service the persons concerned exercised their functions or in the case of international officials the country of citizenship, and notwithstanding any other provisions of this

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Convention such persons shall not be deemed to be domiciled in the receiving State.

CHAPTER VI

FINAL PROVISIONS

ARTICLE 16

ENTRY INTO FORCE

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

(2) This Convention shall enter into force on the date on which the instruments of ratification are exchanged and its provisions shall apply to estates of persons dying on or after that date.

ARTICLE 17

TERRITORIAL EXTENSION

(1) This Convention may be extended, either in its entirety or with any necessary modifications, to either or both of the countries of Surinam or the Netherlands Antilles and to all or any of the areas for whose international relations the United States is responsible, if the country or area concerned imposes taxes substantially similar in character to those to which this Convention applies. Any such extension shall take effect from such date and subject to such modifications and conditions, including conditions as to termination, as may be specified and agreed in an exchange of notes through diplomatic channels. Such

notes shall be ratified and the instruments of ratification exchanged.

(2) Unless otherwise specified in the notice of termination referred to in Article 18 the termination of this Convention shall not also terminate the application of this Convention to any country or area to which it has been extended under this article.

ARTICLE 18

TERMINATION

This Convention shall remain in force until terminated by one of the States. Either State may terminate this Convention, through diplomatic channels, with effect from the end of any calendar year not earlier than 5 years after the effective date of this Convention by giving at least 6 months notice in writing of termination. In such an event, this Convention will not apply to estates of persons dying after the expiration of the calendar year with respect to the end of which this Convention has been terminated.

OVEREENKOMST TUSSEN
DE VERENIGDE STATEN VAN AMERIKA EN
HET KONINKRIJK DER NEDERLANDEN
TOT HET VERMIJDEN VAN DUBBELE BELASTING EN
HET VOORKOMEN VAN HET ONTGAAN VAN BELASTING MET
BETREKKING TOT BELASTINGEN VAN NALATENSCHAPPEN EN
VERKRIJGINGEN KRACHTENS ERFRECHT

De Regering van de Verenigde Staten van Amerika en de Regering van het Koninkrijk der Nederlanden,

De wens koesterende een overeenkomst te sluiten tot het vermijden van dubbele belasting en het voorkomen van het ontgaan van belasting met betrekking tot belastingen van nalatenschappen en verkrijgingen krachtens erfrecht;

Hebben daartoe tot hun gevolmachtigden benoemd:

De Regering van de Verenigde Staten van Amerika:
William P Rogers, Secretaris van Staat, en

De Regering van het Koninkrijk der Nederlanden:
Hendrik C. Maclaine Pont, Gevolmachtigd Minister van het Koninkrijk der Nederlanden,

Die, na elkaar mededeling te hebben gedaan van hun volmachten, welke in goede en behoorlijke vorm werden bevonden, tot overeenstemming zijn gekomen over de volgende artikelen:

HOOFDSTUK I

REIKWIJDTE VAN DE OVEREENKOMST

ARTIKEL 1

NALATENSCHAPPEN WAAROP DE
OVEREENKOMST VAN TOEPASSING IS

Deze Overeenkomst is van toepassing op nalatenschappen van overledenen welke onder het bereik van de belastingheffing van een van de Staten of van beide Staten vallen, doordat de overledene bij zijn overlijden aldaar zijn woonplaats had of daarvan staatsburger was. Een overledene die bij zijn overlijden staatsburger van de Verenigde Staten was, maar volgens de wetgeving van de Verenigde Staten voor de toepassing van hun belastingheffing geacht wordt een niet-inwoner niet-staatsburger van de Verenigde Staten te zijn geweest, wordt voor de toepassing van deze Overeenkomst geacht noch zijn woonplaats in de Verenigde Staten te hebben gehad noch een staatsburger daarvan te zijn geweest.

ARTIKEL 2

BELASTINGEN WAAROP DE
OVEREENKOMST VAN TOEPASSING IS

(1) De belastingen waarop deze Overeenkomst van toepassing is, zijn:

(a) voor de Verenigde Staten: de Federal estate tax (de Federale belasting van nalatenschappen) en

(b) voor Nederland: het recht van successie en het recht van overgang bij overlijden.

(2) Deze Overeenkomst is ook van toepassing op alle belastingen van nalatenschappen en verkrijgingen krachtens erfrecht geheven door de Staten ter zake van overlijden, die in de toekomst naast of in de plaats van de bestaande belastingen worden ingevoerd, in de vorm van

(a) belasting over de nalatenschap in zijn geheel,

(b) belasting over verkrijgingen krachtens erfrecht,

(c) rechten van overgang, of

(d) belastingen over schenkingen "mortis causa"

(3) De bevoegde autoriteiten van de Staten delen elkaar alle wezenlijke wijzigingen die in hun onderscheidene wetgevingen met betrekking tot belastingen van nalatenschappen en verkrijgingen krachtens erfrecht zijn aangebracht, mede.

HOOFDSTUK II

BEGRIPSBEPALINGEN

ARTIKEL 3

ALGEMENE BEGRIPSBEPALINGEN

(1) In deze Overeenkomst:

(a) betekenen de uitdrukkingen "Staat" en "andere Staat" de Verenigde Staten of Nederland, al naar het zinsverband vereist;

(b) betekent de uitdrukking "Verenigde Staten" de Verenigde Staten van Amerika, en wanneer deze uitdrukking

in aardrijkskundige zin wordt gebezigd, de Staten en het District Columbia.

(c) omvat de uitdrukking "Nederland" het deel van het Koninkrijk der Nederlanden dat in Europa is gelegen;

(d) betekent de uitdrukking "belasting" de in artikel 2 omschreven belasting of belastingen die worden geheven door de Staat (of Staten) die het blijkens het zinsverband waarin de uitdrukking wordt gebezigd, betreft;

(e) betekent de uitdrukking "verrekening" een vermindering van belasting; en

(f) betekent de uitdrukking "bevoegde autoriteiten"

(i) wat de Verenigde Staten betreft, de "Secretary of the Treasury" of zijn gemachtigde, en

(ii) wat Nederland betreft, de Minister van Financiën of zijn bevoegde vertegenwoordiger

(2) Elke in deze Overeenkomst niet anders omschreven uitdrukking heeft, tenzij het zinsverband anders vereist, de betekenis welke die uitdrukking heeft volgens de wetgeving van de Staat waarvan de belasting wordt vastgesteld.

ARTIKEL 4

FISCALE WOONPLAATS

(1) Voor de toepassing van deze Overeenkomst wordt de vraag of een overledene bij zijn overlijden zijn woonplaats in een van de Staten had, beslist overeenkomstig de wetgeving van die Staat.

(2) Een overledene die bij zijn overlijden Staatsburger van een van de Staten was zonder staatsburger van de andere Staat te zijn, en die, ingevolge het eerste lid, geacht zou zijn bij zijn overlijden in beide Staten zijn woonplaats te hebben gehad, wordt geacht zijn woonplaats te hebben gehad in (en alleen in) de Staat waarvan hij staatsburger was, indien:

(a) hij overleed, nadat hij in de andere Staat gedurende het tijdvak van tien jaren dat bij zijn overlijden eindigde, in totaal minder dan zeven jaren zijn woonplaats had gehad, en

(b) hij zich in de andere Staat bevond voor het doen van zaken, voor beroepsdoeleinden, voor studie, voor opleiding, voor toeristische doeleinden of voor een soortgelijk doel (of in zijn hoedanigheid van de echtgenoot of een afhankelijk lid van het gezin van een persoon die zich voor zodanig doel in die andere Staat bevond) en niet een duidelijke bedoeling had om voor onbepaalde tijd in de andere Staat te blijven.

(3) Indien een andere dan een overledene als bedoeld in het tweede lid, ingevolge de bepaling van het eerste lid zijn woonplaats in beide Staten had, gelden de volgende regels:

(a) hij wordt geacht zijn woonplaats te hebben gehad in de Staat waarin hij zich gedurende de onmiddellijk aan zijn overlijden voorafgaande vijf of meer jaren een duurzaam tehuis had gevestigd;

(b) indien hij zich in geen van de Staten voor vijf of meer jaren een duurzaam tehuis had gevestigd, wordt zijn woonplaats geacht te zijn in de Staat waarmede zijn persoonlijke betrekkingen het nauwst waren,

(c) indien niet kan worden bepaald met welke Staat zijn persoonlijke betrekkingen het nauwst waren, wordt zijn woonplaats geacht te zijn in de Staat waarvan hij staatsburger was, of

(d) indien hij staatsburger van beide Staten of van geen van beide was, zullen de bevoegde autoriteiten van de Staten in onderlinge overeenstemming vaststellen welke de Staat van zijn woonplaats was.

(4) Voor de toepassing van het tweede lid wordt, tenzij al het bewijsmateriaal te zamen beschouwd duidelijk en overtuigend op het tegendeel wijst, aangenomen, dat de overledene niet een duidelijke bedoeling had om voor onbepaalde tijd in de Staat waarvan hij geen staatsburger was te blijven.

HOOFDSTUK III

REGELS VOOR DE BELASTINGHEFFING

ARTIKEL 5

TOEPASSING VAN DE NATIONALE WETGEVINGEN

(1) Behoudens voor zover in deze Overeenkomst anders is bepaald, heft iedere Staat zijn belasting en verleent hij vrijstellingen, aftrekken, verrekeningen en andere tegemoetkomingen in overeenstemming met zijn wetgeving.

(2) In elk geval waarin de wetgeving van een Staat aftrek van schulden en lasten op grond van de ligging van een vermogensbestanddeel toekent, wordt een vermogensbestanddeel voor de vaststelling van de bedragen van die aftrek alleen dan geacht in die Staat te zijn gelegen, indien die Staat dit vermogensbestanddeel krachtens deze Overeenkomst mag belasten, en wordt een vermogensbestanddeel voor de vaststelling van de bedragen van verrekeningen alleen dan geacht in de andere Staat te zijn gelegen, indien krachtens artikel 11 een verrekening kan worden verleend voor de belasting van die andere Staat met betrekking tot dat vermogensbestanddeel. Voor (en alleen voor) (a) de verplichtingen neergelegd in de onderscheidene belastingwetgevingen van de Staten inzake inlichtingen, aangiften of aanmeldingen, verklaringen van overdracht of het bijhouden van boeken en bescheiden, en (b) de vaststelling van de toepasselijkheid en het bedrag van sancties voorkomende in deze wetgevingen met betrekking tot de in (a) hiervoor bedoelde verplichtingen, brengen evenwel noch dit lid noch enige bepaling van artikel 6, 7 of 8 wijziging in de belastbaarheid of ligging van een vermogensbestanddeel of in het bedrag van de belasting, die zonder deze Overeenkomst verschuldigd zou zijn geweest (of het bedrag van een onvoldoende belastingbetaling) Niettegenstaande de voorgaande zin kunnen verplichtingen of sancties die niet noodzakelijk worden bevonden voor het voorkomen van fraude of van het ontgaan van belasting worden opgeheven of gewijzigd (maar niet zwaarder worden gemaakt) door voorschriften gegeven krachtens het vijfde lid van artikel 13.

(3) De bepalingen van deze Overeenkomst mogen niet leiden tot een verhoging van het bedrag van de door elk van de Staten geheven belasting (behoudens voor zover de verhoging voortvloeit uit een in de bepalingen van deze Overeenkomst voorziene vermindering van de aan een Staat betaalde belasting ter zake waarvan een verrekening kan worden verleend)

ARTIKEL 6

ONROERENDE VERMOGENSBESTANDDELEN

(1) Onroerende vermogensbestanddelen mogen door een Staat worden belast, indien die vermogensbestanddelen in die Staat zijn gelegen.

(2) De vraag of een vermogensbestanddeel onroerend is wordt beslist overeenkomstig de wetgeving van de Staat waarin dat vermogensbestanddeel is gelegen. De uitdrukking "onroerende vermogensbestanddelen" omvat evenwel in elk geval landerijen en gebouwen (maar niet hypotheken, obligaties of andere in effecten belichaamde rechten, of schepen of luchtvaartuigen).

(3) De bepalingen van het eerste en het tweede lid zijn van toepassing op onroerende vermogensbestanddelen ongeacht of die vermogensbestanddelen deel uitmaken van het bedrijfsvermogen van een vaste inrichting of worden gebezigd voor de uitoefening van een vrij beroep of andere zelfstandige werkzaamheden van soortgelijke aard.

(4) De bepalingen van dit artikel mogen er niet toe leiden dat vermogensbestanddelen, die door een Staat ingevolge zijn wetgeving niet kunnen worden belast, door die Staat worden belast (of bij het vaststellen van het tarief van de belasting in aanmerking worden genomen)

ARTIKEL 7

BEDRIJFSVERMOGEN VAN EEN VASTE INRICHTING EN BEZITTINGEN DIE BEHOREN TOT EEN VAST MIDDELPUNT GEBEZIGD VOOR DE UITOEFENING VAN EEN VRIJ BEROEP

(1) Behoudens het in artikel 6 bepaalde mogen bezittingen (niet zijnde schepen en luchtvaartuigen die in internationaal verkeer worden geëxploiteerd en roerende zaken die worden gebruikt bij de exploitatie van deze schepen en luchtvaartuigen) deel uitmakende van het bedrijfsvermogen van een vaste inrichting door een Staat worden belast, indien de vaste inrichting in die Staat is gelegen.

(2) Voor de toepassing van deze Overeenkomst betekent de uitdrukking "vaste inrichting" een vaste bedrijfsinrichting door middel waarvan een overledene zijn bedrijf uitoefende. Een overledene wordt geacht zijn bedrijf door middel van een vaste bedrijfsinrichting te hebben uitgeoefend, ongeacht of hij dit uitoefende als enig eigenaar dan wel door middel van een vennootschap onder firma of andere maatschap zonder rechtspersoonlijkheid, maar in die beide laatste gevallen slechts naar de mate van zijn belang daarin. Verwijzingen in dit artikel naar een "overledene" worden geacht deze belangen in te sluiten.

(3) Als vaste bedrijfsinrichtingen worden met name beschouwd.

(a) een filiaal,

(b) een kantoor;

(c) een fabriek;

(d) een werkplaats,

(e) een verkoopgelegenheid,

(f) een mijn, een steengroeve, of een andere plaats van natuurlijke hulpbronnen in exploitatie; en

(g) uitvoering van een bouwwerk of constructiewerkzaamheden waarvan de duur twaalf maanden overschrijdt.

(4) Niettegenstaande het tweede en derde lid wordt niet als vaste inrichting beschouwd een vaste bedrijfsinrichting die uitsluitend wordt gebruikt voor een of meer van de volgende werkzaamheden:

(a) het gebruik maken van inrichtingen voor de opslag, uitstalling of aflevering van aan de overledene toebehorende goederen of koopwaar;

(b) het aanhouden van een voorraad van aan de overledene toebehorende goederen of koopwaar voor de opslag, uitstalling of aflevering;

(c) het aanhouden van een voorraad van aan de overledene toebehorende goederen of koopwaar voor de bewerking of verwerking door een ander;

(d) het aanhouden van een vaste bedrijfsinrichting voor de aankoop van goederen of koopwaar of voor de inwinning van inlichtingen voor de overledene;

(e) het aanhouden van een vaste bedrijfsinrichting voor reclamedoeleinden, voor het geven van inlichtingen, voor wetenschappelijk onderzoek of voor het verrichten van soortgelijke werkzaamheden voor de overledene, indien zij van voorbereidende aard zijn of het karakter van hulpwerkzaamheden hebben,

(f) het aanhouden van een vaste bedrijfsinrichting (door een andere persoon dan een handelaar) voor het beleggen of verhandelen van aandelen, effecten of waren voor eigen rekening van de overledene, hetzij rechtstreeks, hetzij door middel van een makelaar of andere vertegenwoordiger

(5) Een persoon die in een Staat voor een overledene werkzaam was - niet zijnde een vertegenwoordiger in de zin van het vierde lid (f) of van het zesde lid - wordt geacht een vaste inrichting van de overledene in die Staat te zijn geweest, indien deze persoon een machtiging bezat om namens de overledene overeenkomsten af te sluiten en dit recht in die Staat gewoonlijk uitoefende, tenzij de machtiging beperkt was tot de aankoop van goederen of waren voor de overledene.

(6) Een overledene wordt niet geacht een vaste inrichting

in een Staat bezeten te hebben enkel op grond van het feit dat hij in die Staat zijn bedrijf uitoefende door middel van een makelaar, commissionair of enige andere onafhankelijke vertegenwoordiger, handelende in de normale uitoefening van zijn bedrijf.

(7) De omstandigheid dat de overledene een lichaam beheerste dat in een Staat een bedrijf uitoefende (hetzij door middel van een vaste inrichting, hetzij op andere wijze) wordt niet in aanmerking genomen bij het vaststellen of de overledene een vaste inrichting in die Staat bezat.

(8) Behoudens het in artikel 6 bepaalde mogen bezittingen behorende tot een vast middelpunt dat gebezigd wordt voor de uitoefening van een vrij beroep of van andere zelfstandige werkzaamheden van soortgelijke aard, door een Staat worden belast, indien het vaste middelpunt in die Staat is gelegen.

(9) De bepalingen van dit artikel mogen er niet toe leiden dat vermogensbestanddelen die door een Staat ingevolge zijn wetgeving niet kunnen worden belast, door die Staat worden belast (of bij het vaststellen van het tarief van de belasting in aanmerking worden genomen)

ARTIKEL 8

BELASTINGHEFFING OP GROND VAN WOONPLAATS

Onder voorbehoud van de bepalingen van artikel 9 en behoudens het in de artikelen 6 en 7 bepaalde, mag vermogen slechts worden

belast (of bij het vaststellen van het tarief van de belasting in aanmerking worden genomen) door de Staat waar de overledene bij zijn overlijden zijn woonplaats had.

ARTIKEL 9

BELASTINGHEFFING OP GROND VAN STAATSBURGERSCHAP

Indien de overledene bij zijn overlijden staatsburger van een van de Staten was, mag die Staat vermogen belasten in overeenstemming met zijn wetgeving, met inbegrip van vermogensbestanddelen die niet in artikel 6 of 7 zijn genoemd, ongeacht of hij in die Staat zijn woonplaats had of niet.

ARTIKEL 10

VRIJSTELLINGEN

(1) De vermogensbestanddelen (niet zijnde vermogensbestanddelen van een huwelijksgemeenschap) welke worden verkregen door de overlevende echtgenoot van een overledene die inwoner of staatsburger van de Verenigde Staten was, en welke door Nederland uitsluitend op grond van artikel 6 of 7 mogen worden belast, worden voor het vaststellen van het Nederlandse recht van overgang bij overlijden slechts in de nalatenschap begrepen voor zover hun waarde 50 percent van de waarde van alle in de nalatenschap begrepen vermogensbestanddelen die Nederland mag belasten, te boven gaat. Voor de toepassing van dit lid wordt de waarde van de nalatenschap die Nederland mag belasten, en van de vermogensbestanddelen die worden verkregen door de overlevende echtgenoot,

vastgesteld, nadat met alle voor aftrek in aanmerking komende schulden en lasten rekening is gehouden, doch voordat het tweede lid wordt toegepast.

(2) Indien een Staat uitsluitend op grond van artikel 6 of 7 belasting mag heffen, heft die Staat geen belasting, indien de totale waarde van de in de nalatenschap begrepen vermogensbestanddelen die aan zijn belasting zijn onderworpen (nadat met alle voor aftrek in aanmerking komende schulden en lasten rekening is gehouden en nadat de bepalingen van het eerste lid zijn toegepast, maar voordat enige andere vrijstelling in aanmerking wordt genomen) $30.000,-- niet overschrijdt. Indien de aldus vastgestelde waarde $30.000,-- overschrijdt, bedraagt de te heffen belasting niet meer dan het laagste van de volgende bedragen:

(a) 50 percent van die waarde voor zover die $30.000,-- overschrijdt, of

(b) het bedrag van de belasting dat is vastgesteld overeenkomstig de bepalingen van deze Overeenkomst en met inachtneming van de vrijstellingen die in de wetgeving van die Staat zijn voorzien.

(3) Het eerste lid blijft buiten toepassing gedurende elk tijdvak waarvoor ingevolge de wetgeving van de Verenigde Staten de belasting die zij heffen mét betrekking tot nalatenschappen van vreemdelingen niet-inwoners aanzienlijk minder gunstig wordt in vergelijking met de belasting die zij heffen met betrekking tot nalatenschappen van hun staatsburgers of inwoners dan het geval is op het tijdstip van de ondertekening van deze Overeenkomst.

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HOOFDSTUK IV

VERMIJDING VAN DUBBELE BELASTING

ARTIKEL 11

VERREKENINGEN

(1) Indien beide Staten belasting heffen met betrekking tot vermogensbestanddelen welke door een van de Staten overeenkomstig artikel 6 of 7 mogen worden belast, verleent een Staat die zijn belasting heft omdat de overledene bij zijn overlijden zijn woonplaats in die Staat had of staatsburger daarvan was, een verrekening gelijk aan het bedrag van de belasting die door de andere Staat is geheven met betrekking tot vermogensbestanddelen welke door die andere Staat overeenkomstig artikel 6 of 7 mogen worden belast.

(2) Indien beide Staten belasting heffen met betrekking tot vermogen, met uitzondering van vermogensbestanddelen die een van de Staten overeenkomstig artikel 6 of 7 mag belasten,

(a) verleent, indien de overledene bij zijn overlijden staatsburger van slechts een van de Staten was en hij bij zijn overlijden gedurende het tijdvak van tien jaren onmiddellijk daaraan voorafgaande in totaal zeven of meer jaren zijn woonplaats in de andere Staat heeft gehad, de Staat waarvan hij staatsburger was, naast een verrekening die op grond van het eerste lid kan worden verleend, een verrekening gelijk aan de door die andere Staat geheven belasting;

(b) verleent, indien de overledene bij zijn overlijden staatsburger van beide Staten en een inwoner van een van de Staten was, de Staat waarvan hij geen inwoner was, naast een verrekening die op grond van het eerste lid kan worden verleend, een verrekening gelijk aan de door de andere Staat geheven belasting; of

(c) verleent, indien noch letter (a) noch letter (b) van toepassing is, elk van de Staten, naast een verrekening die op grond van het eerste lid kan worden verleend, een verrekening tot een bedrag, dat tot het laagste van hetzij het bedrag van zijn eigen belasting dat aan dat vermogen kan worden toegerekend, hetzij het bedrag van de belasting van de andere Staat dat aan dat zelfde vermogen kan worden toegerekend, in dezelfde verhouding staat, als het bedrag van zijn eigen belasting staat tot de som van beide belastingbedragen.

(3) Niettegenstaande de bepalingen van het eerste en het tweede lid overschrijdt het totale bedrag van alle verrekeningen die een Staat verleent volgens dit artikel of volgens de wetgeving of andere overeenkomsten van die Staat met betrekking tot alle vermogensbestanddelen waarvoor een verrekening kan worden verleend ingevolge het eerste lid en het tweede lid, letter (a) of (b), niet dat deel van de belasting van de Staat die de verrekening verleent, dat aan die vermogensbestanddelen kan worden toegerekend.

(4) Bij de vaststelling van het bedrag van de belasting dat een Staat heeft geheven met betrekking tot of dat is toe te rekenen

aan vermogensbestanddelen, worden op de aldus geheven brutobelasting in mindering gebracht alle verrekeningen die die Staat met betrekking tot die vermogensbestanddelen heeft verleend met uitzondering van verrekeningen die krachtens dit artikel kunnen worden verleend.

(5) Waar in het eerste en het tweede lid van dit artikel sprake is van vermogensbestanddelen die door een Staat overeenkomstig artikel 6 of 7 mogen worden belast, worden daaronder mede begrepen vermogensbestanddelen die een Staat zou mogen belasten op grond van de bepalingen van een van deze artikelen, indien deze door die Staat krachtens zijn wetgeving kunnen worden belast, ongeacht of deze ook kunnen worden belast doordat de overledene bij zijn overlijden zijn woonplaats in die Staat had of daarvan staatsburger was.

(6) Geen verrekening wordt op grond van dit artikel definitief verleend voordat de belasting waarvoor de verrekening kan worden verleend (verminderd met elke verrekening die ter zake daarvan kan worden verleend) is betaald.

(7) Verrekeningen die op grond van dit artikel worden verleend treden in de plaats van, en worden niet verleend naast een verrekening die op grond van de onderscheidene wetgevingen van de Staten wordt verleend voor de belastingen van de andere Staat.

HOOFDSTUK V

BIJZONDERE BEPALINGEN

ARTIKEL 12

BEPERKING VAN VERZOEKEN OM VERREKENING OF TERUGGAAF

(1) Verzoeken om verrekening of teruggaaf van belasting gegrond op de bepalingen van deze Overeenkomst moeten worden ingediend voordat van de volgende termijnen de laatst vallende is verstreken.

(a) De termijn voor het indienen van een verzoek om teruggaaf van belasting volgens de wetgeving van de Staat bij welke het verzoek om verrekening of teruggaaf wordt ingediend,

(b) Vijf jaren te rekenen van de datum van het overlijden van de overledene met betrekking tot wiens nalatenschap het verzoek wordt ingediend, of

(c) Eén jaar na de onherroepelijke vaststelling en betaling van belasting waarvoor verrekening op grond van artikel 11 wordt verzocht, mits de vaststelling en betaling binnen tien jaren na de datum van het overlijden van de overledene zijn geschied.

(2) Teruggaaf gegrond op de bepalingen van deze Overeenkomst vindt plaats zonder betaling van interest over het aldus teruggegeven bedrag.

ARTIKEL 13

BEVOEGDE AUTORITEITEN

(1) Een persoon die van oordeel is dat de maatregelen van een van de Staten of van beide Staten voor hem leiden of zullen leiden tot een belastingheffing die niet in overeenstemming is met deze Overeenkomst, kan, onverminderd de rechtsmiddelen waarin de wetgevingen van die Staten voorzien, zijn geval voorleggen aan de bevoegde autoriteit van elk van de Staten. Zulk een geval moet worden voorgelegd binnen de termijn die krachtens artikel 12 is voorgeschreven voor het indienen van een verzoek om verrekening of teruggaaf. Indien de klacht van die persoon door de bevoegde autoriteit van de Staat bij welke de klacht wordt ingediend gegrond wordt geacht, tracht deze met de bevoegde autoriteit van de andere Staat tot overeenstemming te komen, ten einde belastingheffing welke in strijd met de bepalingen van deze Overeenkomst is, te vermijden.

(2) De bevoegde autoriteiten van de Staten trachten moeilijkheden of twijfelpunten die mochten rijzen met betrekking tot de uitlegging of de toepassing van deze Overeenkomst, in onderlinge overeenstemming op te lossen.

(3) De bevoegde autoriteiten van de Staten kunnen zich rechtstreeks met elkaar in verbinding stellen ten einde een overeenstemming als bedoeld in dit artikel te bereiken. Indien voor het bereiken van overeenstemming een mondelinge gedachtenwisseling raadzaam lijkt, kunnen de bevoegde autoriteiten daartoe samenkomen.

(4) Ingeval de bevoegde autoriteiten zulk een overeenstemming bereiken zal dienovereenkomstig door de Staten belasting worden geheven en teruggaaf of verrekening van belasting worden toegestaan.

(5) De bevoegde autoriteit van elke Staat kan zodanige uitvoeringsvoorschriften en formulieren vaststellen als nodig of geëigend mochten zijn om uitvoering te geven aan de bepalingen van deze Overeenkomst.

ARTIKEL 14

UITWISSELING VAN INLICHTINGEN

(1) De bevoegde autoriteit van elke Staat verstrekt aan de bevoegde autoriteit van de andere Staat zodanige inlichtingen als nodig zijn om (a) uitvoering te geven aan de bepalingen van deze Overeenkomst of aan de wetgeving van die andere Staat met betrekking tot zijn belasting, voor zover de belastingheffing ingevolge die wetgeving in overeenstemming is met deze Overeenkomst, of om (b) fraude of het ontgaan van belasting te voorkomen met betrekking tot de belastingen die het onderwerp van deze Overeenkomst uitmaken (daaronder begrepen inlichtingen betreffende vermogen dat krachtens artikel 8 van de belasting van de eerstbedoelde Staat is vrijgesteld) Dit lid verplicht evenwel de bevoegde autoriteit van een Staat niet inlichtingen te verstrekken welke die Staat niet bezit, betreffende vermogen dat krachtens artikel 8 is vrijgesteld van zijn belasting. Elke verstrekte inlichting wordt geheim gehouden en niet ter kennis gebracht van andere personen (daaronder begrepen een rechterlijke

instantie of uitvoeringsorgaan) dan die belast met de vaststelling, inning, invordering, of strafvervolging met betrekking tot de belastingen die het onderwerp van deze Overeenkomst uitmaken.

(2) In geen geval worden de bepalingen van het eerste lid aldus uitgelegd dat zij een van de Staten de verplichting opleggen:

(a) maatregelen te nemen die in strijd zijn met de wetgeving of het gebruik van die of van de andere Staat;

(b) bijzonderheden te verstrekken die niet verkrijgbaar zijn volgens de wetgeving of in de normale gang van zaken in de administratie van die of van de andere Staat;

(c) inlichtingen te verstrekken die een handels-, bedrijfs-, nijverheids - of beroepsgeheim of een fabrieks- of handelswerkwijze zouden onthullen dan wel inlichtingen waarvan het verstrekken in strijd zou zijn met de openbare orde.

(3) Inlichtingen worden verstrekt hetzij ambtshalve, hetzij op verzoek met betrekking tot speciale gevallen. De bevoegde autoriteiten van de Staten zullen in onderlinge overeenstemming de lijst van inlichtingen die ambtshalve worden verstrekt, vaststellen.

ARTIKEL 15

DIPLOMATIEKE EN CONSULAIRE AMBTENAREN

(1) De bepalingen van deze Overeenkomst tasten in geen enkel opzicht de fiscale voorrechten aan die diplomatieke of

consulaire ambtenaren of ambtenaren van internationale organisaties ontlenen aan de algemene regelen van het volkenrecht of aan de bepalingen van bijzondere overeenkomsten.

(2) Voor zover deze voorrechten het heffen van belasting in de ontvangende Staat beletten, wordt het recht om belasting te heffen voorbehouden aan het land in welks dienst de betreffende personen hun functies uitoefenden of, in het geval van internationale ambtenaren, aan het land waarvan zij staatsburger waren, en worden deze personen, niettegenstaande enige andere bepaling van deze Overeenkomst, niet geacht hun woonplaats in de ontvangende Staat te hebben gehad.

HOOFDSTUK VI

SLOTBEPALINGEN

ARTIKEL 16

INWERKINGTREDING

(1) Deze Overeenkomst dient te worden bekrachtigd en de akten van bekrachtiging zullen zo spoedig mogelijk te 's-Gravenhage worden uitgewisseld.

(2) Deze Overeenkomst treedt in werking op de dag waarop de akten van bekrachtiging worden uitgewisseld en de bepalingen ervan vinden toepassing op nalatenschappen van personen die op of na die dag overlijden.

ARTIKEL 17

UITBREIDING TOT ANDERE GEBIEDEN

(1) Deze Overeenkomst kan, hetzij in haar geheel, hetzij met de noodzakelijke wijzigingen, worden uitgebreid tot de landen Suriname of de Nederlandse Antillen of tot een van die landen en tot alle gebieden of elk gebied voor de internationale betrekkingen waarvan de Verenigde Staten verantwoordelijk zijn, indien het desbetreffende land of gebied belastingen heft die in wezen gelijksoortig zijn aan de belastingen waarop deze Overeenkomst van toepassing is. Zulk een uitbreiding wordt van kracht met ingang van een datum en met inachtneming van wijzigingen en voorwaarden, daaronder begrepen voorwaarden ten aanzien van de beëindiging, nader vast te stellen en overeen te komen bij diplomatieke notawisseling. Deze notawisseling dient te worden bekrachtigd en de akten van bekrachtiging dienen te worden uitgewisseld.

(2) Tenzij anders is vastgesteld in de kennisgeving van beëindiging bedoeld in artikel 18, wordt door de beëindiging van deze Overeenkomst niet tevens de toepasselijkheid van deze Overeenkomst op het land of gebied waartoe zij ingevolge dit artikel is uitgebreid, beëindigd.

ARTIKEL 18

BEEINDIGING

Deze Overeenkomst blijft van kracht totdat zij door een van de Staten is beëindigd. Elk van de Staten kan deze Overeenkomst langs diplomatieke weg tegen het einde van ieder kalenderjaar, niet

eerder vallende dan vijf jaren na de datum van haar inwerkingtreding, beëindigen, door tenminste zes maanden tevoren van zodanige beëindiging schriftelijk kennis te geven. In dat geval zal deze Overeenkomst niet van toepassing zijn op nalatenschappen van personen die na het verstrijken van het kalenderjaar aan het einde waarvan deze Overeenkomst is beëindigd, overlijden.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed this Convention.

DONE in duplicate, in the English and Dutch languages, both texts being equally authentic, at Washington this 15th day of July, 1969

TEN BLIJKE WAARVAN de ondergetekenden, daartoe behoorlijk gemachtigd, deze Overeenkomst hebben ondertekend.

GEDAAN in tweevoud, in de Engelse en de Nederlandse taal, zijnde beide teksten gelijkelijk authentiek, te Washington op heden de 15de Juli 1969

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.
VOOR DE REGERING VAN DE VERENIGDE STATEN VAN AMERIKA.

William P Rogers [1]

FOR THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS:
VOOR DE REGERING VAN HET KONINKRIJK DER NEDERLANDEN:

H. C. Maclaine Pont [2]

[1] William P Rogers
[2] H. C. Maclaine Pont

PROTOCOL

At the moment of signing the Convention between the Government of the United States of America and the Government of the Kingdom of the Netherlands for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on estates and inheritances (hereinafter to be called the Convention), the undersigned representatives have agreed on the following provisions.

I. The provisions of the Convention shall not affect property rights under laws relating to descent, distribution, succession, inheritance or other similar matters.

II. If the meaning of a term under the laws of one State is different from the meaning of the term under the laws of the other State, or if the meaning of such a term under the laws of one or both States is not readily determinable, the competent authorities of the States may, in order to prevent double taxation or to further any other purpose of the Convention, establish a common meaning of the term for purposes of the Convention.

III. In construing Article 4 (3) (a), a decedent shall not be deemed to have more than one permanent home.

IV As used in the Convention, the term "domicile" with respect to each of the States means residence for purposes of its tax.

V The Kingdom of the Netherlands will not, for purposes of determining domicile under Article 4 of the Convention, assert its unilateral 10-year rule with respect to decedents who are citizens of the Netherlands and who were in the United States for less than

10 years, immediately preceding death, when such decedent had the intention to remain indefinitely in the United States, but this paragraph shall not affect the right of the Netherlands to tax pursuant to Article 9 of the Convention.

VI. Since it is intended by Article 4 to resolve all cases of double domicile, the competent authorities of the States shall resolve any dispute with respect to the domicile of the decedent for purposes of the Convention which is presented to one or both of them within the period of time prescribed for the filing of a claim for credit or refund under Article 12.

VII. The exemption provided by Article 10 (1) will apply before the application of the exemption provided by Article 10 (2)

VIII. It is understood that the Netherlands cannot disclose to the authorities of another country information obtained from banks and certain similar institutions, including insurance companies, except where and in so far as a bank or similar institution acts as the executor or administrator of an estate.

IX. If the effects of the Convention are substantially altered as a result of changes made in the laws of either State, then at the request of either State, the two States shall consult together with a view to making appropriate modifications in the Convention.

X. This Protocol shall be ratified together with the Convention and instruments of ratification thereof shall be exchanged at The Hague. It shall enter into force simultaneously with the Convention signed today and shall have the same duration as the Convention in accordance with Articles 16 and 18 thereof.

PROTOCOL

Bij de ondertekening van de Overeenkomst tussen de Regering van de Verenigde Staten van Amerika en de Regering van het Koninkrijk der Nederlanden tot het vermijden van dubbele belasting en het voorkomen van het ontgaan van belasting met betrekking tot belastingen van nalatenschappen en verkrijgingen krachtens erfrecht (hierna te noemen de Overeenkomst) zijn de vertegenwoordigers van beide Partijen, die dit Protocol ondertekend hebben, de volgende bepalingen overeengekomen:

I. De bepalingen van de Overeenkomst tasten niet aan vermogensrechten op grond van wetten betreffende erfrecht, scheiding en deling, erfopvolging, verkrijging krachtens erfrecht of andere soortgelijke aangelegenheden.

II. Indien de betekenis van een uitdrukking volgens de wetgeving van een van de Staten verschilt van de betekenis van de uitdrukking volgens de wetgeving van de andere Staat, of indien de betekenis van zodanige uitdrukking volgens de wetgeving van een van de Staten of van beide Staten niet geredelijk kan worden bepaald, kunnen de bevoegde autoriteiten van de Staten voor de toepassing van de Overeenkomst, teneinde dubbele belasting te voorkomen of een ander doel van de Overeenkomst te bevorderen, een gemeenschappelijke betekenis van de uitdrukking vaststellen.

III. Bij het uitleggen van artikel 4, derde lid, letter (a), wordt een overledene niet geacht meer dan één duurzaam tehuis te hebben.

IV Zoals gebezigd in de Overeenkomst betekent de uitdrukking "woonplaats" (domicile) voor elk van de Staten woonplaats (residence) voor de toepassing van zijn belastingheffing.

V Het Koninkrijd der Nederlanden zal, voor het bepalen van de woonplaats volgens artikel 4 van de Overeenkomst, niet zijn eenzijdige tien jaren regeling inroepen ten aanzien van een overledene die staatsburger van Nederland was en die gedurende minder dan tien jaren onmiddellijk voorafgaande aan zijn overlijden in de Verenigde Staten had verbleven, indien de overledene de bedoeling had voor onbepaalde tijd in de Verenigde Staten te blijven, dit lid tast evenwel niet het recht van Nederland aan overeenkomstig artikel 9 van de Overeenkomst belasting te heffen.

VI. Aangezien artikel 4 de bedoeling heeft alle gevallen van dubbele woonplaats tot een oplossing te brengen, regelen de bevoegde autoriteiten van de Staten elk geschil met betrekking tot de woonplaats van de overledene voor de toepassing van de Overeenkomst, dat aan een van hen of aan hen beiden wordt voorgelegd binnen de termijn die krachtens artikel 12 is voorgeschreven voor het indienen van een verzoek om verrekening of teruggaaf.

VII. De bij artikel 10, eerste lid, voorziene vrijstelling gaat aan de toepassing van de bij artikel 10, tweede lid, voorziene vrijstelling vooraf.

VIII. Het is wel te verstaan dat Nederland geen inlichtingen, die verkregen zijn van banken en bepaalde soortgelijke instellingen, daaronder begrepen verzekeringsmaatschappijen, ter kennis van de autoriteiten van een ander land kan brengen, behoudens indien en voor zover een bank of een soortgelijke instelling optreedt als executeur-testamentair of als bewindvoerder van een nalatenschap.

IX. Indien als gevolg van wijzigingen die in de wetgeving van een van de Staten zijn aangebracht, het resultaat van de toepassing van de Overeenkomst wezenlijk verandert, plegen de twee Staten, op verzoek van een van hen, met elkaar overleg ten einde geëigende wijzigingen in de Overeenkomst aan te brengen.

X. Dit Protocol dient te gelijkertijd met de Overeenkomst te worden bekrachtigd en de akten van bekrachtiging zullen te 's-Gravenhage worden uitgewisseld. Het treedt gelijktijdig met de heden ondertekende Overeenkomst in werking en heeft de zelfde geldigheidsduur als de Overeenkomst heeft ingevolge de artikelen 16 en 18

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed this Protocol.

DONE in duplicate, in the English and Dutch languages, both texts being equally authentic, at Washington this 15th day of July, 1969

TEN BLIJKE WAARVAN de ondergetekenden, daartoe behoorlijk gemachtigd, dit Protocol hebben ondertekend.

GEDAAN in tweevoud, in de Engelse en de Nederlandse taal, zijnde beide teksten gelijkelijk authentiek, te Washington op heden de 15de Juli 1969

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.
VOOR DE REGERING VAN DE VERENIGDE STATEN VAN AMERIKA.

FOR THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS.
VOOR DE REGERING VAN HET KONINKRIJK DER NEDERLANDEN.

TIAS 7061

66-169 O 72 20

The Senate of the United States of America by its resolution of November 25, 1970, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the convention and protocol,

The convention and protocol were duly ratified by the President of the United States of America on December 11, 1970, in pursuance of the advice and consent of the Senate, and the convention was duly ratified on the part of the Kingdom of the Netherlands;

It is provided in Article 16 of the convention that the convention shall enter into force on the date on which the instruments of ratification are exchanged and in paragraph X of the protocol that the protocol shall enter into force simultaneously with the convention,

The instruments of ratification of the convention and protocol were duly exchanged at The Hague on February 3, 1971,

Now, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the convention and protocol of July 15, 1969 between the United States of America and the Kingdom of the Netherlands to the end that they shall be observed and fulfilled with good faith on and after February 3, 1971 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this twenty-second day of February in the year of our Lord one thousand nine hundred
[SEAL] seventy-one and of the Independence of the United States of America the one hundred ninety-fifth.

RICHARD NIXON

By the President
WILLIAM P ROGERS
Secretary of State

REPUBLIC OF CHINA

Agricultural Commodities

Agreement supplementing and amending the agreement of December 12, 1967.
And related agreement.
Signed at Taipei January 14, 1971;
Entered into force January 14, 1971.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CHINA SUPPLEMENTING AND AMENDING THE AGREEMENT OF DECEMBER 12, 1967 FOR THE SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of China as a supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on December 12, 1967[1] (hereinafter referred to as "the December Agreement"), have agreed to the sales of commodities as specified below This Agreement shall consist of the Preamble, Part I (with the Amendment noted below), Part III and the Local Currency Annex of the December Agreement and the following Part II

PART I—GENERAL PROVISIONS

ARTICLE II.

C. Deposit of Payments

Subparagraph 1 of Paragraph C of this Article shall be amended in its entirety to read

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 in the Bank of Taiwan, and the Government of the United States may transfer all or part of these funds from the Bank of Taiwan to interest-bearing accounts with Banks selected by the Government of the United States.

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[1] TIAS 6395, 18 UST 3015.

PART II—PARTICULAR PROVISIONS

ITEM I. Commodity Table

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Bales)	Maximum Export Market Value (Million)
Cotton	1971	80, 000	$10. 0
Cotton	1972	80, 000	10. 0
		TOTAL	$20. 0

ITEM II. Payment Terms

Local Currency

1. Initial Payment in Dollars—One Percent
2. Proportions of Local Currency Indicated for Specified Purposes
   a. U.S. Expenditures—50 percent
   b. Section 104(g)—50 percent as a grant for the purchase of goods or services for other friendly countries in connection with the international cooperation programs of the importing country
3. Convertibility
   a. Section 104(b) (1)—$400,000
   b. Section 104(b) (2)—$400,000

ITEM III. Usual Marketing Table

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement
Cotton	1971	248, 000 bales of which at least 143,000 bales shall be from the United States
Cotton	1972	260, 000 bales of which at least 150,000 bales shall be from the United States

ITEM IV Export Limitations

A. With respect to the Commodities financed under this Agreement, the export limitation period for same or like commodities shall be U.S. FY 1971 and U.S. FY 1972 and any subsequent fiscal year during which the relevant commodity financed under this Agreement is being imported and utilized, whichever is later.

B. For the purpose of Part I, Article III A of the Agreement, the commodities considered to be the same as, or like cotton are cotton and cotton textiles.

C. Permissible Exports

Commodity	Quantity or Conditions	Period Exports Permitted
Cotton Textiles	The raw cotton content equivalent in weight to 314,000 bales (480 pounds net) each Fiscal Year. If this level of cotton textiles export is exceeded, the Government of the Republic of China will import from the United States with its own resources the raw cotton equivalent content to such exports in addition to the 143,000 bales for Fiscal Year 1971 and the 150,000 bales for Fiscal Year 1972 provided in Item III above.	Each year during United States Fiscal Years 1971 and 1972 or any subsequent period during which commodities purchased under the Agreement are being imported and/or utilized.

ITEM V Self-Help Measures

In consideration of Section 103(a) and Section 109 of the Act,[1] and in recognition of the achievement of the Republic of China in agricultural production and economic development in Taiwan, up to 50 percent of the New Taiwan Dollars accruing from the sale of commodities under this Agreement will be granted to supplement the Government of the Republic of China's international cooperation programs

1. The Government of the Republic of China will engage in international programs of technical cooperation primarily in but not limited to the development of food production and in agricultural and other rural development programs that emphasize food production, processing and distribution.
2. In addition to the New Taiwan Dollars to be provided under this Agreement, the Government of the Republic of China will continue to furnish the foreign exchange necessary to meet the cost of such programs, and to provide up to 264 million New Taiwan Dollars from its own resources.
3. Scope of Program. The other terms of the grant of New Taiwan Dollars under this Agreement, including the relationship of proposed activities to assistance programs of the Government of the United States of America and private organizations of the United States, will be subject of a separate grant agreement between the Government of the United States of America and the Government of the Republic of China.[2]

[1] 80 Stat. 1528, 1533, 7 U.S.C. §§ 1703(a), 1709.
[2] See p. 310.

ITEM VI. Other Provisions

In addition to any local currency authorized for sale under Section 104(j) of the Act, the Government of the exporting country may utilize any local currency in the importing country to pay for travel which is part of a trip in which the traveler travels from, to, or through the importing country These funds, but not the sales under Section 104(j), are intended to cover only travel by persons who are travelling on official business for the Government of the exporting country or in connection with the activities financed by the Government of the exporting country. The travel for which local currency may be utilized shall not be limited to services provided by the transportation facilities of the importing country.

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

DONE in duplicate, in the English and Chinese languages, at Taipei, this Fourteenth day of January of the year One Thousand Nine Hundred and Seventy One, corresponding to the Fourteenth day of the First month of the Sixtieth year of the Republic of China.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Walter P. McConaughy [1]

[SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF CHINA

[2]

[SEAL]

[1] Walter P. McConaughy
[2] Wei Tao-Ming

本補充暨修正協定用英文及中文各繕二份。

公曆一九七一年一月十四日即中華民國六十年一月十四日訂於台北

美利堅合衆國政府代表

Walter P. McConaughy

中華民國政府代表

魏道明

新台幣。

(3)方案範圍：本協定項下贈與新台幣之其他條件包括擬辦活動與美利堅合衆國政府及民間組織之援助計劃相互之關係，將由美國政府與中華民國政府另訂贈款協定規定之。

(六)其他規定：

除農產貿易推進協助法第一〇四節（J）項授權出售所得之任何當地貨幣外，出口國政府並得在進口國境內使用任何當地貨幣以支付旅行費用，而此項旅行係旅行者來自、前往或經過進口國所作旅行之一部份者。除一〇四條（J）項下售款外之此類款項，僅可用於支付執行出口國政府公務或與出口國政府出資舉辦之事業有關人員公務旅行之費用。可以當地貨幣支付之旅行費用，並不以進口國交通事業所提供之勞務爲限。

爲此，經合法授權之雙方代表，爰在補充暨修正十二月協定之本協定簽字，以昭信守。

華民國政府應以自備財源自美國進口與此項出口含量相等之原棉。

(五)自助措施：

爲顧及農產貿易推進協助法第一〇三節（A）項及第一〇九節之規定，並鑒於中華民國在台灣農業生產及經濟發展方面之成就，將以本協定項下產品出售所得之新台幣不超過百分之五十之數額贈與中華民國政府補助其從事國際合作方案之用途。

(1)中華民國政府將從事以推行糧食生產爲主但不以其爲限之國際技術合作方案，以及有關着重於糧食生產、加工及分配之農業及其他農村發展方案。

(2)除依照本協定供給之新台幣外，中華民國政府將繼續提供爲支付此類方案所需之外匯，並由其本國財源中供給不超過二億六千四百萬元之

爲一九七一及一九七二會計年度及其後本協定項下價購之有關產品進口及使用之任何會計年度，該項期限以較後者爲準。

(2) 本協定第一章第三條(一)項所稱相同或類似棉花之產品係指棉花及棉紡織品。

(3) 准許出口品

產品	數量或條件	准許出口期間
棉紡織品	每會計年度原棉含量等於三一〇〇〇包（淨重四八〇磅）之重量如棉紡織品出口超過此項標準，除上述本章第(三)項規定一九七一會計年度之一四三、〇〇〇包及一九七二會計年度之一五〇、〇〇〇包，中四、〇〇〇包（淨重四八〇磅）之重量如棉紡織品出口超過此項標準，除上述本章第(三)項規定一九七一會計年度之一四三、〇〇〇包及一九七二會計年度之一五〇、〇〇〇包，中	一九七一及一九七二會計年度或其後本協定項下購買之產品進口及（或）使用之任何期間之每一年度。

(乙)一〇四(J)節一一分之五十作爲贈款，以供進口國購買有關國際合作方案下供應其他友邦之物資或勞務。

(3)兌換

(甲)第一〇四節(B)項(1)一四〇、〇〇〇美元

(乙)第一〇四節(B)項(2)一四〇、〇〇〇美元

(三)正常市場交易表

產品	進口期間(會計年度)	正常市場交易規定
棉花	一九七一	二四八、〇〇〇包，其中至少一四三、〇〇〇包應自美國進口
棉花	一九七二	二六〇、〇〇〇包，其中至少一五〇、〇〇〇包應自美國進口

(四)出口限制

(1)關於本協定項下價購之產品，其相同或類似產品之出口限制期間，應

(一)產品表

產品	供應期間（會計年度）	約計最高數量（單位：包）	最高出口市價（單位：百萬美元）
棉花	一九七一	八〇、〇〇〇包	一〇・〇
棉花	一九七二	八〇、〇〇〇包	一〇・〇
總計			二〇・〇

(二)付款條件

當地貨幣

(1)以美金支付之首期付款—百分之一

(2)指定作特殊用途之當地貨幣百分比：

(甲)美國之開支—百分之五十

美中關於民國五十六年十二月十二日農產品出售協定之補充暨修正協定

美利堅合衆國政府與中華民國政府，茲同意以下述農產品之出售規定，作爲兩國政府於一九六七年十二月十二日簽訂之農產品出售協定（以下簡稱十二月協定）之補充協定，本協定應包括序言，第一章（連同下述修正部份）及第三章，以及十二月協定有關當地貨幣之附件，以及下述之第二章：

第一章　一般規定

第二條

㈢付款之存入

本條第㈢項第一款應全部修正如下：以進口國當地貨幣（以下簡稱當地貨幣）之付款應存入台灣銀行之美國政府帳戶，而美國政府得將該款項之全部或一部自台灣銀行移轉至美國政府選定之銀行所立之有息帳戶。

第二章　特別規定

CHINA

Agricultural Commodities: Second Grant of Certain Title I Funds to Supplement the Government of the Republic of China' International Cooperation Program

Agreement Between the Government of the United States of America and the Government of the Republic of China On the Use of Certain United States Government-owned New Taiwan Dollars to Accrue Under Title I of the Agricultural Trade Development and Assistance Act of 1954, as Amended.[1] The Government of the United States of America and the Government of the Republic of China

Recognizing that approximately 800 Million New Taiwan Dollars owned by the United States of America will accrue under the Agricultural Commodity Agreement of January 14, 1971;[2]

Considering that the intention of both countries in said Agreement was that up to fifty percent of such New Taiwan Dollars be used by the Government of the Republic of China to supplement its international cooperation programs, and

Desiring to set forth understanding and procedures which will govern the use of such New Taiwan Dollars

Have agreed as follows

ARTICLE I

The Government of the United States, subject to the terms of this Agreement, will grant to the Government of the Republic of China up to 396,000,000 New Taiwan Dollars, but in no event more than fifty percent of the New Taiwan Dollars, accruing under the Agricultural Commodity Agreement of January 14, 1971.

The funds will be disbursed at least quarterly, or as otherwise agreed upon, to the Government of the Republic of China for deposit pursuant to Article VII herein, in accordance with a schedule to be agreed upon between the parties as necessary for expenditures on projects previously agreed upon by the Government of the United States and the Government of the Republic of China pursuant to Article V herein. In implementing programs hereunder, the Government of the Republic of China will give appropriate recognition to this contribution of the Government of the United States in a manner acceptable to both Governments.

ARTICLE II

The Government of the Republic of China agrees to use the New Taiwan Dollars granted under this Agreement solely for its international cooperation programs. These programs in developing friendly

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

[2] See p. 299.

countries will primarily but not exclusively emphasize self-help measures and technical cooperation in areas of increased food production, processing, distribution, and related programs.

ARTICLE III

In planning projects, the Government of the Republic of China will take into consideration (a) the self-help measures of the cooperating countries, (b) other similar projects in the cooperating countries, and (c) the development priorities of the cooperating countries.

ARTICLE IV

The Government of the Republic of China will provide from its own resources up to 264 million New Taiwan Dollars for this program, and will continue to furnish the foreign exchange necessary for this program. These funds are to be in addition to the New Taiwan Dollars granted by the Government of the United States under the terms of this Agreement.

ARTICLE V

The Government of the Republic of China will be responsible for administration and implementation of the program. The proposals of the Government of the Republic of China as to the cooperating countries, the projects to be undertaken in those countries, and the scope and emphasis of the program, including the relationship of the proposed activities to the programs of the United States Government and private organizations of the United States in those countries, will be agreed on with the Government of the United States prior to implementation of such proposals by the Government of the Republic of China.

ARTICLE VI

The Government of the United States and the Government of the Republic of China will consult, upon the request of either, regarding any matter relating to this Agreement.

ARTICLE VII

The Government of the Republic of China will establish a special account in the Central Bank of China or the Bank of Taiwan in the name of the Government of the Republic of China (hereinafter called the "Exchange of Resources Special Account") in which will be deposited the funds granted pursuant to this Agreement. Expenditures may be made from this Exchange of Resources Special Account by the Government of the Republic of China for any program or project mutually agreed on by the two Governments in accordance with Article V Any unencumbered balance remaining in this account three years from the date of last delivery of commodities provided

pursuant to the Agricultural Commodity Agreement of January 14, 1971 shall, unless the United States elects otherwise, revert to the Government of the United States and will be available to it for any United States uses.

ARTICLE VIII

1. The Government of the Republic of China will communicate to the Government of the United States in a form and at intervals to be indicated by the latter after consultation with the Government of the Republic of China

a. Detailed information regarding projects and programs funded under this Agreement or otherwise related thereto,

b. Full statements of operations under this Agreement, including a statement of the use of funds received hereunder, such statements to be made every six months, and,

c. Any other relevant information which the Government of the United States may need to determine the nature and scope of operations, and to evaluate the effectiveness of the programs by the Government of the Republic of China with funds granted by this Agreement.

2. Upon request by the Government of the United States, the Government of the Republic of China will facilitate visits, at appropriate times, to the projects carried out under this grant by authorized representatives of the Government of the United States.

ARTICLE IX

Upon request by the Government of the United States, the Government of the Republic of China will promptly redeposit in the Exchange of Resources Special Account from its own local currency resources, other than those provided under this grant, the entire amount (or such lesser amount as may be requested) that the Government of the United States determines has not been expended in accordance with the terms of this Agreement. Any such amounts not redeposited prior to closing of the Exchange of Resources Special Account under Article VII, and any amounts so requested subsequent to such time, shall be refunded directly to the Government of the United States and be available to it for any United States uses.

ARTICLE X

In the administration of the Exchange of Resources Special Account, the Government of the Republic of China will arrange that adequate audits are conducted or other controls are exercised to assure that approved activities are carried out, and objectives reached, in a manner consistent with these arrangements. The Government of the

United States shall have the right to conduct end-use checks and independent audits with respect to the utilization of the Exchange of Resources Special Account.

ARTICLE XI

This Agreement shall enter into force upon signature.

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

DONE in duplicate, in the English and Chinese languages, at Taipei, this Fourteenth day of January of the year One Thousand Nine Hundred and Seventy One, corresponding to the Fourteenth day of the First month of the Sixtieth year of the Republic of China.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Walter P McConaughy [1]

[SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF CHINA

魏道明 [2]

[SEAL]

[1] Walter P McConaughy
[2] Wei Tao-Ming

66-169 O 72 21

本協定以英文及中文各繕兩份。

公曆一九七一年一月十四日即中華民國六十年一月十四日訂於台北

美利堅合衆國政府代表

Walter P. McConaughy

中華民國政府代表

魏道明

協定贈款項下進行之各項計劃，將給予便利。

第九條

中華民國政府應美國政府之請求將美國政府斷定爲未經依照本協定條件、使用之全部金額（或可能要求之較少金額）立即從本協定贈款以外之當地貨幣財源中重行存入資源交換特別帳戶。在依照第七條之規定結束資源交換特別帳戶以前未經重行存入之此類金額以及結束以後經如此要求之任何金額應直接歸還美國政府以充美方之任何用途。

第十條

中華民國政府對資源交換特別帳戶之管理將作適當之審計，或實施其他管制，藉以保證經核准計劃之實施與目標之達成與其原安排相符合。美國政府對於資源交換特別帳戶款項之運用應有權作最終用途之核對及單獨審計。

第十一條

本協定自簽字之日起生效。

爲此，雙方經合法授權之代表爰在本協定簽字，以昭信守。

戶（以下稱爲資源交換特別帳戶），以備存儲根據本協定所贈之款項。中華民國政府得由此項資源交換特別帳戶支款充作雙方政府依照本協定第五條共同協議之任何方案或計劃之用。自依照一九七一年一月十四日農產品補充暨修正協定規定最後一次交貨之日起，屆滿三年後該帳戶上未指定用途之餘額，除經美國政府另行決定外，應歸還美國政府以充美方之任何用途。

第八條

一、中華民國政府將按照美國政府與中華民國政府磋商後所定之方式及期限向美國政府提供下列各項資料：

甲、有關本協定資助或其他與本協定有關之各項方案及計劃之詳細資料；

乙、關於本協定所辦各項業務之詳細報表，包括根據本協定所收款項之用途表在內，此項報表每六個月須編送一次；

丙、美國政府可能需要據以決定業務性質及範圍，並評估中華民國政府使用本協定贈款所辦方案之效果之任何其他有關資料。

二、中華民國政府應美國政府之請求對於美國政府所派代表在適當期間視察本

第四條

中華民國政府將由自籌之財源中提撥不超過新台幣二億六千四百萬元供本方案之用，並將繼續供應本方案所需之外匯。上述款項須在美國政府根據本協定規定各項條件贈予之新台幣以外另行提供。

第五條

中華民國政府將負責本方案之管理及執行。中華民國政府所建議有關合作之國家，在各該國擬辦之計劃以及方案之範圍與重點，包括擬辦工作與美國政府及民間團體在各該國所辦各種計劃之關係，均須於執行上述建議前由中華民國政府洽獲美國政府之同意。

第六條

中華民國政府及美國政府對有關本協定之任何事項，經任何一方提出請求時，將予磋商。

第七條

中華民國政府將在中央銀行或台灣銀行以中華民國政府名義開立特別帳

之款項贈與中華民國政府，惟此項贈款於任何情形下不超過根據一九七一年一月十四日農產品補充暨修正協定所獲新台幣之百分之五十。

此項贈款至少按季或按另行協議之期限撥交中華民國政府，依照本協定第七條予以存儲並遵照將由雙方協議之進度表撥充美國政府與中華民國政府原先依照本協定第五條協議各項計劃所需開支之用。中華民國政府於執行本協定下各項方案時應按雙方政府均可接受之方式對美國政府此項貢獻加以適當之確認。

第二條

中華民國政府同意以根據本協定贈予之新台幣專用於其國際合作方案，在開發中友邦舉辦之此項方案將主要而非僅限於着重自助措施，以及糧食增產、加工、分配暨有關各項方案之技術合作。

第三條

中華民國政府於擬訂計劃時將考慮下列各點：(1)合作國之自助措施。(2)在合作國進行之其他類似計劃。及(3)合作國開發計劃之優先次序。

第二次贈款協定

農產品物資：由第一章基金項下提撥第二次贈款

以補助中華民國政府之國際合作方案

美利堅合衆國政府與中華民國政府爲運用業經修正之一九五四年農產貿易推進協助法案第一章項下美國政府所有新台幣之協定。

美利堅合衆國政府與中華民國政府：

鑒於美利堅合衆國政府根據美中雙方於一九七一年一月十四日所簽訂之農產品補充暨修正協定約可獲得新台幣八億元；

鑒於該項協定中雙方政府立意以不超過該項新台幣百分之五十用於補助中華民國政府之國際合作方案；

並願就有關使用此項新台幣之了解與程序予以規定；

茲議定條款如下：

第一條

美國政府將根據本協定之各項條件，以不超過新台幣三億九千六百萬元

MULTILATERAL

Customs Cooperation Council
European Customs Union Study Group

Convention, with annex, and protocol done at Brussels December 15, 1950.
Accession advised by the Senate of the United States of America, subject to a reservation, October 4, 1968;
Accession approved by the President of the United States of America, subject to the said reservation, October 18, 1968;
Accession of the United States of America deposited with the Belgian Ministry of Foreign Affairs November 5, 1970;
Proclaimed by the President of the United States of America March 1, 1971;
Entered into force with respect to the United States of America November 5, 1970.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention Establishing a Customs Cooperation Council, together with the Protocol concerning the European Customs Union Study Group, was open for signature in Brussels from December 15, 1950 until March 31, 1951 and remains open for accession,

The texts of the Convention and Protocol, as certified by the Belgian Ministry of Foreign Affairs, is as follows

CONVENTION
PORTANT CRÉATION D'UN CONSEIL DE COOPÉRATION DOUANIÈRE

SIGNÉE A BRUXELLES, LE 15 DÉCEMBRE 1950.

CONVENTION
ESTABLISHING A CUSTOMS CO-OPERATION COUNCIL

SIGNED AT BRUSSELS ON THE 15th DECEMBER, 1950.

TIAS 7063

CONVENTION
Portant Création d'un Conseil de Coopération Douanière.

Les Gouvernements signataires de la presente Convention,

Considerant qu'il convient d'assurer à leurs régimes douaniers le plus haut degre d'harmonisation et d'uniformité, et spécialement d'étudier les problèmes inhérents au développement et au progrès de la technique douanière et la législation y afférente,

Convaincus qu'il y aurait intérêt pour le commerce international à promouvoir entre les Gouvernements la coopération en ces matières, compte tenu à la fois des facteurs économiques et de la technique douanière qu'elle comporte,

Sont convenus de ce qui suit

ARTICLE I.

Il est créé un Conseil de Cooperation douanière dénommé ci-après « Conseil ».

ARTICLE II.

(*a*) Sont Membres du Conseil

(i) les Parties Contractantes à la presente Convention;

(ii) le Gouvernement de tout territoire douanier autonome en ce qui concerne ses relations commerciales exterieures qui est proposé par la Partie Contractante ayant la responsabilité officielle des relations diplomatiques du dit territoire et dont l'admission en tant que membre distinct est agréée par le Conseil.

(*b*) Tout Gouvernement d'un territoire douanier distinct, Membre du Conseil en vertu du paragraphe (*a*) (ii) ci-dessus, cessera d'être Membre du Conseil sur notification faite au Conseil de son retrait par la Partie Contractante qui assume la responsabilité officielle de ses relations diplomatiques.

CONVENTION
Establishing a Customs Co-operation Council.

The Governments signatory to the present Convention,

Considering it advisable to secure the highest degree of harmony and uniformity in their customs systems and especially to study the problems inherent in the development and improvement of customs technique and customs legislation in connection therewith,

Convinced that it will be in the interests of international trade to promote co-operation between Governments in these matters, bearing in mind the economic and technical factors involved therein,

Have agreed as follows

ARTICLE I.

A Customs Co-operation Council (hereinafter referred to as « the Council ») is hereby set up.

ARTICLE II.

(*a*) The Members of the Council shall be

(i) the Contracting Parties to the present Convention;

(ii) the Government of any separate customs territory which is proposed by a Contracting Party having responsibility for the formal conduct of its diplomatic relations, which is autonomous in the conduct of its external commercial relations and whose admission as a separate Member is approved by the Council.

(*b*) Any Government of a separate customs territory which is a Member of the Council under paragraph (*a*) (ii) above, shall cease to be a Member on notification to the Council of the withdrawal of its membership by the Contracting Party having responsibility for the formal conduct of its diplomatic relations.

(*c*) Chaque Membre du Conseil nomme un délegue et un ou plusieurs délégues suppleants pour le representer au Conseil. Ces délegues peuvent être assistes de conseillers.

(*d*) Le Conseil peut admettre en son sein, en qualite d'observateurs, des representants de pays non membres ou d'organismes internationaux.

ARTICLE III.

Le Conseil est charge

(*a*) d'étudier toutes questions relatives a la cooperation douanière que les Parties Contractantes sont convenues de promouvoir conformement aux objectifs generaux de la presente Convention,

(*b*) d'examiner les aspects techniques des regimes douaniers ainsi que les facteurs economiques qui s'y rattachent en vue de proposer a ses Membres des moyens pratiques pour obtenir le plus haut degre d'harmonisation et d'uniformite,

(*c*) d'élaborer des projets de convention et d'amendements aux conventions ainsi que d'en recommander l'adoption aux Gouvernements interesses;

(*d*) de faire des recommandations pour assurer l'interprétation et l'application uniformes des conventions conclues à la suite de ses travaux ainsi que de la Convention sur la Nomenclature pour la Classification des Marchandises dans les Tarifs douaniers et de la Convention sur la Valeur en Douane des Marchandises élaborees par le Groupe d'Etudes pour l'Union Douanière Europeenne et, à cette fin, de remplir les fonctions qui lui seraient expressément assignees par les dispositions des dites Conventions;

(*e*) de faire des recommandations en tant qu'organisme de conciliation pour le reglement des différends qui viendraient a surgir au sujet de l'interprétation ou de l'application des Conventions visees au paragraphe (*d*) ci-dessus, conformement aux dispositions des dites Conventions; les parties intéressees peuvent, d'un commun accord, s'engager par avance à se conformer à la recommandation du Conseil,

(*f*) d'assurer la diffusion des renseignements concernant la reglementation et la technique douanières;

(*c*) Each Member shall nominate one delegate and one or more alternates to be its representatives on the Council. These representatives may be assisted by advisers.

(*d*) The Council may admit representatives of non-member Governments or of international organisations in the capacity of observers.

ARTICLE III.

The functions of the Council shall be

(*a*) to study all questions relating to cooperation in customs matters which the Contracting Parties agree to promote in conformity with the general purposes of the present Convention;

(*b*) to examine the technical aspects, as well as the economic factors related thereto, of customs systems with a view to proposing to its Members practical means of attaining the highest possible degree of harmony and uniformity;

(*c*) to prepare draft Conventions and amendments to Conventions and to recommend their adoption by interested Governments;

(*d*) to make recommendations to ensure the uniform interpretation and application of the Conventions concluded as a result of its work as well as those concerning the Nomenclature for the Classification of Goods in Customs Tariffs and the Valuation of Goods for Customs Purposes prepared by the European Customs Union Study Group and, to this end, to perform such functions as may be expressly assigned to it in those Conventions in accordance with the provisions thereof;

(*e*) to make recommendations, in a conciliatory capacity, for the settlement of disputes concerning the interpretation or application of the Conventions referred to in paragraph (*d*) above in accordance with the provisions of those Conventions; the parties in dispute may agree in advance to accept the recommendations of the Council as binding;

(*f*) to ensure the circulation of information regarding customs regulations and procedures;

(*g*) de fournir aux Gouvernements interessés, d'office ou à leur demande, des renseignements ou des avis sur les questions douanières rentrant dans le cadre des objectifs genéraux de la présente Convention, et de faire des recommandations à ce sujet;

(*h*) de cooperer avec les autres organisations intergouvernementales au sujet des matières relevant de sa compétence.

ARTICLE IV.

Les Membres du Conseil fourniront à celui-ci, sur sa demande, les renseignements et la documentation necessaires à l'accomplissement de sa mission; toutefois, aucun Membre du Conseil ne sera tenu de fournir des informations confidentielles dont la divulgation entraverait l'application de la loi, serait contraire à l'intérêt public ou porterait préjudice aux intérêts commerciaux légitimes des entreprises publiques ou privées.

ARTICLE V

Le Conseil est assisté d'un Comité technique permanent et d'un Secrétaire général.

ARTICLE VI.

(*a*) Le Conseil élit chaque année parmi les délégues son Président et au moins deux Vice-Presidents.

(*b*) Il établit son règlement interieur à la majorite des deux tiers de ses Membres.

(*c*) Il institue un Comité de la Nomenclature, conformement aux dispositions de la Convention sur la Nomenclature pour la classification des Marchandises dans les Tarifs douaniers, ainsi qu'un Comité de la Valeur, conformement aux dispositions de la Convention sur la Valeur en douane des Marchandises. Il peut en outre instituer tous autres comités qu'il juge necessaires pour l'application des Conventions visees à l'article III (*d*), ou pour tout autre objet relevant de sa compétence.

(*d*) Il fixe les tâches imparties au Comité technique permanent et les pouvoirs qu'il lui délègue.

(*g*) on its own initiative or on request, to furnish to interested Governments information or advice on customs matters within the general purposes of the present Convention and to make recommendations thereon;

(*h*) to co-operate with other inter-governmental organisations as regards matters within its competence.

ARTICLE IV

The Members of the Council shall supply to the Council any information and documentation requested by it which is necessary for the execution of its functions provided that no Member shall be required to divulge confidential information, the disclosure of which would impede the enforcement of its laws, or which would otherwise be contrary to the public interest or prejudice the legitimate commercial interests of any enterprise, public or private.

ARTICLE V

The Council shall be assisted by a Permanent Technical Committee and a General Secretariat.

ARTICLE VI.

(*a*) The Council shall elect annually, from among the delegates of Members, a Chairman and not less than two Vice-Chairmen.

(*b*) It shall establish its own Rules of Procedure by a majority of not less than two-thirds of its Members.

(*c*) It shall establish a Nomenclature Committee as provided in the Convention on Nomenclature for the Classification of Goods in Customs Tariffs [1] and a Valuation Committee as provided in the Convention on the Valuation of Goods for Customs Purposes. [1] It shall also establish such other committees as may be desirable for the purposes of the Conventions referred to in Article III (*d*) or for any other purpose within its competence.

(*d*) It shall determine the tasks to be assigned to the Permanent Technical Committee and the powers to be delegated to it.

[1] Both conventions signed at Brussels Dec. 15, 1950 · 347 UNTS 127, 171 UNTS 305.

(*e*) Il approuve le budget annuel, contrôle les dépenses et donne au Secrétariat general les directives nécessaires en ce qui concerne ses finances.

ARTICLE VII.

(*a*) Le siège du Conseil est fixé à Bruxelles.

(*b*) Le Conseil, le Comité technique permanent et les Comites créés par le Conseil peuvent se réunir en un lieu autre que le siège du Conseil, si celui-ci en decide ainsi.

(*c*) Le Conseil se reunit au moins deux fois par an; sa première réunion aura lieu au plus tard trois mois après l'entree en vigueur de la présente Convention.

ARTICLE VIII.

(*a*) Chaque Membre du Conseil dispose d'une voix; toutefois aucun Membre ne peut participer au vote sur les questions relatives à l'interprétation et à l'application des conventions en vigueur, visees à l'article III (*d*) ci-dessus qui ne lui sont pas applicables, ni sur les amendements relatifs à ces conventions.

(*b*) Sous réserve de l'article VI (*b*), les decisions du Conseil sont prises à la majorite des deux tiers des Membres presents ayant voix délibérative. Le Conseil ne peut valablement se prononcer sur une question que si plus de la moitié de ses Membres ayant voix délibérative en ce qui concerne cette question sont représentés.

ARTICLE IX.

(*a*) Le Conseil établit avec les Nations-Unies, leurs organes principaux et subsidiaires, leurs institutions spécialisées, ainsi qu avec tous autres organismes intergouvernementaux, toutes relations propres à assurer une collaboration dans la poursuite de leurs missions respectives.

(*b*) Le Conseil peut conclure les arrangements propres à faciliter les consultations et la cooperation avec les organisations non gouvernementales intéressees à des questions relevant de sa compétence.

(*e*) It shall approve its annual budget, control its expenditure and give such directions as it may consider desirable regarding its finances to the General Secretariat.

ARTICLE VII.

(*a*) The headquarters of the Council shall be in Brussels.

(*b*) The Council, the Permanent Technical Committee and any committees established by the Council may meet elsewhere than at the headquarters of the Council, if the Council so decides.

(*c*) The Council shall meet at least twice a year. Its first meeting shall take place not later than three months after the entry into force of the present Convention.

ARTICLE VIII.

(*a*) Each Member of the Council shall have one vote except that a Member shall not have a vote on any question relating to the interpretation, application or amendment of any of the Conventions referred to in Article III (*d*) which is in force and which does not apply to that Member.

(*b*) Except as provided in Article VI (*b*) the decisions of the Council shall be taken by a majority of two-thirds of the Members present and entitled to vote. The Council shall not take a decision on any matter unless more than half of the Members entitled to vote on that matter are present.

ARTICLE IX.

(*a*) The Council shall establish such relations with the United Nations, its principal organs, subsidiary bodies and specialised agencies, and any other inter-governmental organisations, as may best assure collaboration in the achievement of their respective tasks.

(*b*) The Council may make arrangements necessary to facilitate consultation and co-operation with non-governmental organisations interested in matters within its competence.

ARTICLE X.

(*a*) Le Comité technique permanent est composé de représentants des Membres du Conseil. Chaque Membre du Conseil peut nommer un délégué et un ou plusieurs délégués suppléants pour le représenter au Comité.
Les représentants sont des fonctionnaires spécialisés dans les questions de technique douanière. Ils peuvent être assistés d'experts.

(*b*) Le Comité technique permanent se réunit au moins quatre fois par an.

ARTICLE XI.

(*a*) Le Conseil nomme le Secrétaire général et un Secrétaire général adjoint et détermine leurs attributions, leurs obligations, leur statut administratif et la durée de leurs fonctions.

(*b*) Le Secrétaire général nomme le personnel administratif du Secrétariat général. Les effectifs et le statut de ce personnel sont soumis à l'approbation du Conseil.

ARTICLE XII.

(*a*) Chaque Membre du Conseil assume les dépenses de sa propre délégation au Conseil, au Comité technique permanent et aux comités créés par le Conseil.

(*b*) Les dépenses du Conseil sont supportées par ses Membres et réparties suivant le barème fixé par le Conseil.

(*c*) Le Conseil peut suspendre le droit de vote de tout Membre qui ne s'acquitterait pas de ses obligations financières dans un délai de trois mois après que le montant de sa contribution lui ait été notifié.

(*d*) Chaque Membre du Conseil est tenu de verser intégralement sa quote-part annuelle dans les dépenses de l'exercice au cours duquel il est devenu Membre du Conseil, ainsi que celui au cours duquel son retrait devient effectif.

ARTICLE XIII.

(*a*) Le Conseil jouit, sur le territoire de chacun de ses Membres, de la capacité juridique nécessaire à l'exercice de ses fonctions, telle qu'elle est définie à l'Annexe de la présente Convention.

ARTICLE X.

(*a*) The Permanent Technical Committee shall be composed of representatives of the Members of the Council. Each Member of the Council may nominate one delegate and one or more alternates to be its representatives on the Committee. Representatives shall be officials specialised in technical customs matters. They may be assisted by experts.

(*b*) The Permanent Technical Committee shall meet not less than four times a year.

ARTICLE XI.

(*a*) The Council shall appoint a Secretary General and a Deputy Secretary General whose functions, duties, conditions of service and terms of office shall be determined by the Council.

(*b*) The Secretary General shall appoint the staff of the General Secretariat. The establishment and staff regulations shall be approved by the Council.

ARTICLE XII.

(*a*) Each Member shall bear the expenses of its own delegation to the Council, to the Permanent Technical Committee and to any committees of the Council.

(*b*) The expenses of the Council shall be borne by its Members in accordance with a scale to be determined by the Council.

(*c*) The Council may deprive of its voting rights any Member which does not pay its contribution within three months of being notified of the amount thereof.

(*d*) Each Member shall pay its full annual contribution for the financial year during which it becomes a Member of the Council and for the financial year during which its notice of withdrawal becomes effective.

ARTICLE XIII.

(*a*) The Council shall enjoy, in the territory of each of its Members, such legal capacity, as defined in the Annex to the present Convention, as may be necessary for the exercise of its functions.

(b) Le Conseil, les representants de ses Membres, les conseillers et experts désignes pour les seconder, les fonctionnaires du Conseil jouissent des privilèges et immunités définis à la dite Annexe.

(c) Celle-ci fait partie intégrante de la présente Convention et toute référence à la Convention s'applique egalement à cette Annexe.

(b) The Council, the representatives of Members, the advisers and experts appointed to assist them, and the officials of the Council shall enjoy the privileges and immunities specified in the Annex to the present Convention.

(c) The Annex to the present Convention shall form an integral part thereof, and any reference to the Convention shall be deemed to include a reference to the Annex.

ARTICLE XIV

Les Parties Contractantes acceptent les dispositions du Protocole relatif au Groupe d'Etudes pour l'Union Douanière Européenne ouvert à la signature à Bruxelles à la même date que la présente Convention. Pour fixer le barème des contributions visé à l'article XII (b), le Conseil prendra en considération la participation de ses Membres au Groupe d'Etudes.

ARTICLE XIV

The Contracting Parties accept the provisions of the Protocol concerning the European Customs Union Study Group opened for signature at Brussels on the same date as the present Convention. In determining the scale of contributions provided for in Article XII (b), the Council shall take into consideration membership of the Study Group.

ARTICLE XV

La presente Convention sera ouverte à la signature jusqu'au 31 mars 1951.

ARTICLE XV

The present Convention shall be open for signature until 31st March, 1951.

ARTICLE XVI.

(a) La presente Convention sera ratifiée.

(b) Les instruments de ratification seront déposés auprès du Ministère des Affaires Etrangères de Belgique qui notifiera ce dépôt à tous les Gouvernements signataires et adherents ainsi qu au Secrétaire général.

ARTICLE XVI.

(a) The present Convention shall be subject to ratification.

(b) Instruments of ratification shall be deposited with the Belgian Ministry of Foreign Affairs, which shall notify all signatory and acceding Governments and the Secretary General of each such deposit.

ARTICLE XVII.

(a) La presente Convention entrera en vigueur dès que sept des Gouvernements signataires auront déposé leur instrument de ratification.

(b) Pour tout Gouvernement signataire déposant son instrument de ratification ultérieurement, la Convention entrera en vigueur à la date du dépôt de cet instrument de ratification.

ARTICLE XVII.

(a) When instruments of ratification have been deposited by seven of the signatory Governments, the present Convention shall come into force between them.

(b) For each signatory Government ratifying thereafter the present Convention shall come into force upon deposit of its instrument of ratification.

ARTICLE XVIII.

(*a*) Le Gouvernement de tout Etat non signataire de la presente Convention pourra y adhérer à partir du 1er avril 1951.

(*b*) Les instruments d'adhesion seront déposés aupres du Ministère des Affaires Etrangères de Belgique qui notifiera ce dépôt à tous les Gouvernements signataires et adhérents ainsi qu'au Secrétaire genéral.

(*c*) La présente Convention entrera en vigueur à l'égard de tout Gouvernement adhérent à la date du dépôt de son instrument d'adhésion mais pas avant son entrée en vigueur telle qu'elle est fixée à l'Article XVII (*a*).

ARTICLE XIX.

La presente Convention est conclue pour une durée illimitée, mais toute Partie Contractante pourra la denoncer à tout moment, cinq ans après son entrée en vigueur telle qu'elle est fixee à l'Article XVII (*a*). La dénonciation deviendra effective à l'expiration d'un délai d'un an à compter de la date de réception de la notification de dénonciation par le Ministère des Affaires Etrangères de Belgique; celui-ci avisera de cette réception tous les Gouvernements signataires et adhérents ainsi que le Secrétaire général.

ARTICLE XX.

(*a*) Le Conseil peut recommander aux Parties Contractantes des amendements à la présente Convention.

(*b*) Toute Partie Contractante acceptant un amendement notifiera par écrit son acceptation au Ministère des Affaires Etrangères de Belgique, qui avisera tous les Gouvernements signataires et adhérents ainsi que le Secrétaire géneral de la réception de la notification d'acceptation.

(*c*) Un amendement entrera en vigueur trois mois après que les notifications d'acceptation de toutes les Parties Contractantes auront été reçues par le Ministère des Affaires Etrangères de Belgique. Lorsqu un amendement aura été ainsi accepté par toutes les Parties Contractantes,

ARTICLE XVIII.

(*a*) The Government of any State which is not a signatory to the present Convention may accede thereto as from 1st April, 1951.

(*b*) Instruments of accession shall be deposited with the Belgian Ministry of Foreign Affairs, which shall notify all signatory and acceding Governments and the Secretary General of each such deposit.

(*c*) The present Convention shall come into force for any acceding Government on the deposit of its instrument of accession, but not before it comes into force in accordance with paragraph (*a*) of Article XVII.

ARTICLE XIX.

The present Convention is of unlimited duration, but at any time after the expiry of five years from its entrv into force under paragraph (*a*) of Article XVII, any Contracting Party may withdraw therefrom. Withdrawal shall take effect one year after the date of receipt by the Belgian Ministry of Foreign Affairs of the notification of withdrawal. The Belgian Ministry of Foreign Affairs shall notify each withdrawal to all signatory and acceding Governments and to the Secretary General.

ARTICLE XX.

(*a*) The Council may recommend amendments to the present Convention to the Contracting Parties.

(*b*) Any Contracting Party accepting an amendment shall notify the Belgian Ministry of Foreign Affairs in writing of its acceptance and the Belgian Ministry of Foreign Affairs shall notify all signatory and acceding Governments and the Secretary General of the receipt of the notice of acceptance.

(*c*) An amendment shall come into force three months after receipt by the Belgian Ministry of Foreign Affairs of notice of acceptance by all the Contracting Parties. When any amendment has been accepted by all the Contracting Parties the Belgian Ministry of Foreign Affairs

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le Ministère des Affaires Etrangères de Belgique en avisera tous les Gouvernements signataires et adhérents ainsi que le Secrétaire général en leur faisant connaître la date de son entrée en vigueur.

(*d*) Après l'entrée en vigueur d'un amendement, aucun Gouvernement ne pourra ratifier la présente Convention ou y adhérer sans accepter également cet amendement.

En foi de quoi les Soussignés, dûment autorisés par leurs Gouvernements respectifs, ont signé la présente Convention.

Fait à Bruxelles, le quinze décembre mil neuf cent cinquante (15 décembre 1950) en langue française et en langue anglaise, les deux textes faisant également foi, en un seul original qui sera déposé dans les archives du Gouvernement belge qui en délivrera des copies certifiées conformes à tous les Gouvernements signataires et adhérents.

shall notify all signatory and acceding Governments and the Secretary General of such acceptance and of the date on which the amendment will come into force.

(*d*) After an amendment has come into force, no Government may ratify or accede to the present Convention unless it also accepts the amendment.

In witness whereof the undersigned, having been duly authorised thereto by their respective Governments, have signed the present Convention.

Done at Brussels on the fifteenth day of December, nineteen hundred and fifty (December 15th, 1950), in the English and French languages, both texts being equally authentic, in a single original, which shall be deposited in the archives of the Government of Belgium which shall transmit certified copies thereof to each signatory and acceding Government.

POUR L'ALLEMAGNE

FOR GERMANY

v. MALTZAN

POUR L'AUTRICHE

FOR AUSTRIA

POUR LA BELGIQUE

FOR BELGIUM

Paul van ZEELAND

POUR LE DANEMARK

FOR DENMARK

Bent FALKENSTJERNE

POUR LA FRANCE

FOR FRANCE

J. de HAUTECLOCQUE

POUR LA GRANDE-BRETAGNE ET L'IRLANDE DU NORD

FOR GREAT BRITAIN AND NORTHERN IRELAND

J. H. LE ROUGETEL

POUR LA GRÈCE

FOR GREECE

D. CAPSALIS

POUR L'IRLANDE

FOR IRELAND

POUR L'ISLANDE

FOR ICELAND

Pétur BENEDIKTSSON

POUR L'ITALIE

FOR ITALY

Pasquale DIANA

POUR LE LUXEMBOURG FOR LUXEMBOURG

Robert ALS

POUR LA NORVÈGE FOR NORWAY

Johan Georg RAEDER

POUR LES PAYS-BAS FOR THE NETHERLANDS

G. BEELAERTS van BLOKLAND

POUR LE PORTUGAL FOR PORTUGAL

Eduardo VIEIRA LEITAO

POUR LA SUÈDE FOR SWEDEN

G. de REUTERSKIOLD

POUR LA SUISSE FOR SWITZERLAND

POUR LA TURQUIE FOR TURKEY

TIAS 7063

ANNEXE

CAPACITE JURIDIQUE, PRIVILEGES ET IMMUNITES DU CONSEIL.

ARTICLE I.

DEFINITIONS.

Section 1.

Pour l'application de la présente Annexe

(i) Aux fins de l'Article III, les mots « biens et avoirs » s'appliquent également aux biens et fonds administres par le Conseil dans l'exercice de ses attributions organiques;

(ii) Aux fins de l'Article V, l'expression « représentants des membres » est considérée comme comprenant tous les représentants, représentants suppléants, conseillers, experts techniques et secrétaires de délégations.

ARTICLE II.

PERSONNALITÉ JURIDIQUE.

Section 2.

Le Conseil possède la personnalite juridique. Il a la capacité

(*a*) de contracter,

(*b*) d'acquérir et de disposer des biens immobiliers et mobiliers,

(*c*) d'ester en justice.

En ces matières, le Secrétaire général represente le Conseil.

ARTICLE III.

BIENS, FONDS ET AVOIRS.

Section 3.

Le Conseil, ses biens et avoirs, en quelque endroit qu'ils se trouvent et quel qu en soit le détenteur, jouissent de l'immunité de juridiction, sauf dans la mesure où il y a expressément renoncé dans un cas particulier. Il est entendu toutefois que la renonciation ne peut s'étendre à des mesures d'exécution.

ANNEX

LEGAL CAPACITY, PRIVILEGES AND IMMUNITIES OF THE COUNCIL.

ARTICLE I.

DEFINITIONS.

Section 1.

In this Annex

(i) For the purposes of Article III, the words « property and assets » shall also include property and funds administered by the Council in furtherance of its constitutional functions;

(ii) For the purposes of Article V, the expression « representatives of Members » shall be deemed to include all representatives, alternates, advisers, technical experts and secretaries of delegations.

ARTICLE II.

JURIDICAL PERSONALITY.

Section 2.

The Council shall possess juridical personality. It shall have the capacity

(*a*) to contract,

(*b*) to acquire and dispose of immovable and movable property,

(*c*) to institute legal proceedings.

In these matters the Secretary General shall act on behalf of the Council.

ARTICLE III.

PROPERTY, FUNDS AND ASSETS.

Section 3.

The Council, its property and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except in so far as in any particular case it has expressly waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.

Section 4.

Les locaux du Conseil sont inviolables.

Ses biens et avoirs, en quelque endroit qu'ils se trouvent et quel qu'en soit le détenteur, sont exempts de perquisition, réquisition, confiscation, expropriation ou de toute autre forme de contrainte exécutive, administrative, judiciaire ou législative.

Section 5.

Les archives du Conseil et, d'une manière générale, tous les documents lui appartenant ou détenus par lui, sont inviolables en quelque endroit qu'ils se trouvent.

Section 6.

Sans être astreint à aucun contrôle, réglementation ou moratoire financiers

(*a*) le Conseil peut détenir des devises de toute nature et avoir des comptes en n'importe quelle monnaie;

(*b*) le Conseil peut transférer librement ses fonds d'un pays dans un autre ou à l'intérieur d'un pays quelconque et convertir toutes devises détenues par lui en toute autre monnaie.

Section 7.

Dans l'exercice des droits qui lui sont accordés en vertu de la section 6 ci-dessus, le Conseil tiendra compte de toutes représentations qui lui seraient faites par l'un de ses Membres et y fera droit dans la mesure où il estimera pouvoir y donner suite sans porter préjudice à ses propres intérêts.

Section 8.

Le Conseil, ses avoirs, revenus et autres biens sont

(*a*) exonérés de tout impôt direct. Il est entendu toutefois que le Conseil ne demandera pas l'exonération d'impôts constituant la simple rémunération de services d'utilité publique;

(*b*) exonérés de tout droit de douane et de toutes prohibitions et restrictions d'importation ou d'exportation à l'égard d'objets importés ou exportés par le Conseil pour son usage officiel. Il est entendu toutefois que les articles ainsi importés en franchise ne seront pas

Section 4.

The premises of the Council shall be inviolable.

The property and assets of the Council, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

Section 5.

The archives of the Council and in general all documents belonging to it or held by it, shall be inviolable, wherever located.

Section 6.

Without being restricted by financial controls, regulations or moratoria of any kind

(*a*) the Council may hold currency of any kind and operate accounts in any currency;

(*b*) the Council may freely transfer its funds from one country to another or within any country and convert any currency held by it into any other currency.

Section 7.

The Council shall, in exercising its rights under section 6 above, pay due regard to any representations made by any of its Members and shall give effect to such representations in so far as it considers that this can be done without detriment to the interests of the Council.

Section 8.

The Council, its assets, income and other property shall be

(*a*) exempt from all direct taxes; it is understood, however, that the Council will not claim exemption from taxes which are, in fact, no more than charges for public utility services;

(*b*) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Council for its official use; it is understood, however, that articles imported under such exemption will not be sold in the country into which

vendus sur le territoire du pays dans lequel ils auront été introduits, à moins que ce ne soit à des conditions agréées par le Gouvernement de ce pays;

(c) exonérés de tout droit de douane et de toutes prohibitions et restrictions à l'égard de ses publications.

Section 9.

Bien que le Conseil ne revendique pas, en règle générale, l'exonération des droits d'accise et des taxes à la vente entrant dans le prix des biens mobiliers ou immobiliers, cependant quand il effectue pour son usage officiel des achats importants dont le prix comprend des droits et taxes de cette nature, les membres du Conseil prendront, chaque fois qu'il leur sera possible, les arrangements administratifs appropriés en vue de la remise ou du remboursement du montant de ces droits et taxes.

ARTICLE IV.

FACILITÉS DE COMMUNICATIONS.

Section 10.

Le Conseil jouira, pour ses communications officielles, sur le territoire de chacun de ses Membres, d'un traitement non moins favorable que le traitement accordé par ce Membre à tout autre Gouvernement, y compris à sa mission diplomatique, en matière de priorités, tarifs et taxes sur le courrier, les cablogrammes, télégrammes, radiotélégrammes, téléphotos, communications téléphoniques et autres communications, ainsi qu'en matière de tarifs de presse pour les informations à la presse et à la radio.

Section 11.

La correspondance officielle et les autres communications officielles du Conseil ne pourront être censurées.

La présente section ne pourra en aucune manière être interprétée comme interdisant l'adoption de mesures de sécurité appropriées à déterminer suivant accord entre le Conseil et l'un de ses Membres.

ARTICLE V

REPRÉSENTANTS DES MEMBRES.

Section 12.

Aux réunions du Conseil, du Comité technique permanent et des Comités du

they are imported, except under conditions agreed by the Government of that country;

(c) exempt from all customs duties and prohibitions and restrictions on imports and exports in respect of its publications.

Section 9.

While the Council will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid, nevertheless when the Council is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, Members of the Council will, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of duty or tax.

ARTICLE IV

FACILITIES IN RESPECT OF COMMUNICATIONS.

Section 10.

The Council shall enjoy, in the territory of each of its Members, for its official communications, treatment not less favourable than that accorded by that Member to any other Government including the latter's diplomatic mission, in the matter of priorities, rates and taxes on mails, cables, telegrams, radiograms, telephotos, telephone and other communications, and press rates for information to the press and radio.

Section 11.

No censorship shall be applied to the official correspondence and other official communications of the Council.

Nothing in this section shall be construed to preclude the adoption of appropriate security precautions to be determined by agreement between the Council and any of its Members.

ARTICLE V

REPRESENTATIVES OF MEMBERS.

Section 12.

Representatives of Members at meetings of the Council, the Permanent Technical

Conseil, les representants de ses Membres, jouissent pendant l'exercice de leurs fonctions et au cours de leurs voyages à destination ou en provenance du lieu de la reunion, des privilèges et immunites suivants

(*a*) immunite d'arrestation ou de détention et de saisie de leurs bagages personnels et, en ce qui concerne les actes accomplis par eux en leur qualite officielle (y compris leurs paroles et écrits), immunité de toute juridiction;

(*b*) inviolabilité de tous papiers et documents;

(*c*) droit de faire usage de codes et de recevoir des documents ou de la correspondance par courriers ou par valises scellees;

(*d*) exemption pour eux-mêmes et pour leur conjoint à l'égard de toutes mesures restrictives relatives à l'immigration et de toutes formalités d'enregistrement des étrangers, dans les pays visités ou traversés par eux dans l'exercice de leurs fonctions;

(*e*) mêmes facilites en ce qui concerne les restrictions monétaires ou de change que celles qui sont accordées aux représentants des Gouvernements étrangers en mission officielle temporaire;

(*f*) mêmes immunités et facilités en ce qui concerne leurs bagages personnels que celles qui sont accordées aux membres de missions diplomatiques d'un rang comparable.

Section 13.

En vue d'assurer aux représentants des Membres du Conseil aux réunions du Conseil, du Comité technique permanent et des Comites du Conseil une complète liberté de parole et une complète indépendance dans l'accomplissement de leurs fonctions, l'immunite de juridiction en ce qui concerne les paroles, les écrits ou les actes emanant d'eux dans l'accomplissement de leurs fonctions continuera à leur être accordée même après que le mandat de ces personnes aura pris fin.

Section 14.

Les privilèges et immunités sont accordés aux représentants des Membres, non pour leur bénéfice personnel, mais dans le

Committee and committees of the Council shall, while exercising their functions and during their journeys to and from the place of meeting, enjoy the following privileges and immunities

(*a*) immunity from personal arrest or detention and from seizure of their personal baggage, and in respect of words spoken or written and all acts done by them in their official capacity immunity from legal process of every kind,

(*b*) inviolability for all papers and documents;

(*c*) the right to use codes and to receive papers or correspondence by courier or in sealed bags;

(*d*) exemption in respect of themselves and their spouses from immigration restrictions or aliens' registration in the State which they are visiting or through which they are passing in the exercise of their functions;

(*e*) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;

(*f*) the same immunities and facilities in respect of their personal baggage as are accorded to members of comparable rank of diplomatic missions.

Section 13.

In order to secure for the representatives of Members at meetings of the Council, the Permanent Technical Committee and committees of the Council complete freedom of speech and complete independence in the discharge of their duties, the immunity from legal process in respect of words spoken or written and all acts done by them in discharging their duties shall continue to be accorded, notwithstanding that the persons concerned are no longer engaged in the discharge of such duties.

Section 14.

Privileges and immunities are accorded to the representatives of Members, not for the personal benefit of the individuals

but d'assurer en toute independance l'exercice de leurs fonctions en ce qui concerne le Conseil. Par conséquent, un Membre a non seulement le droit, mais le devoir de lever l'immunité de son représentant dans tous les cas où, à son avis, l'immunite empêcherait que justice ne soit faite et où l'immunité peut être levée sans nuire au but pour lequel elle est accordee.

Section 15.

Les dispositions des sections 12 et 13 ne sont pas opposables aux autorités de l'Etat dont la personne est ressortissante ou dont elle est ou a été le représentant.

ARTICLE VI.

FONCTIONNAIRES DU CONSEIL.

Section 16.

Le Conseil déterminera les categories de fonctionnaires auxquels s'appliquent les dispositions du présent article.

Le Secrétaire genéral communiquera aux Membres du Conseil les noms des fonctionnaires compris dans ces catégories.

Section 17.

Les fonctionnaires du Conseil

(*a*) jouiront de l'immunité de juridiction pour les actes accomplis par eux (y compris leurs paroles et écrits) dans l'exercice de leurs fonctions et dans la limite de leurs attributions;

(*b*) seront exoneres de tout impôt sur les traitements et emoluments qui leur sont versés par le Conseil;

(*c*) ne seront pas soumis, non plus que leur conjoint et les membres de leur famille vivant à leur charge, aux mesures restrictives relatives à l'immigration, ni aux formalites d'enregistrement des étrangers;

(*d*) jouiront, en ce qui concerne les facilités de change, des mêmes privilèges que les membres des missions diplomatiques d'un rang comparable;

(*e*) jouiront, en periode de crise internationale, ainsi que leur conjoint et les membres de leur famille vivant à leur charge, des mêmes facilités de rapatriement que les membres des missions diplomatiques de rang comparable;

themselves, but in order to safeguard the independent exercise of their functions in connexion with the Council. Consequently, a Member not only has the right but is under a duty to waive the immunity of its representatives in any case where, in the opinion of the Member, the immunity would impede the course of justice, and where it can be waived without prejudice to the purpose for which the immunity is accorded.

Section 15.

The provisions of sections 12 and 13 are not applicable in relation to the authorities of a State of which the person is a national or of which he is or has been a representative.

ARTICLE VI.

OFFICIALS OF THE COUNCIL.

Section 16.

The Council will specify the categories of officials to which this Article shall apply. The Secretary General shall communicate to the Members of the Council the names of the officials included in these categories.

Section 17.

Officials of the Council shall

(*a*) be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity and within the limits of their authority;

(*b*) be exempt from taxation in respect of the salaries and emoluments paid to them by the Council;

(*c*) be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration,

(*d*) be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable rank of diplomatic missions;

(*e*) be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crises as officials of comparable rank of diplomatic missions;

(*f*) jouiront du droit d'importer en franchise leur mobilier et leurs effets à l'occasion de leur première prise de fonction dans le pays intéressé et de les réexpédier en franchise vers leur pays de domicile lors de la cessation de leurs fonctions.

Section 18.

Outre les privilèges et immunités prévus à la Section 17, le Secrétaire général du Conseil, tant en ce qui le concerne qu'en ce qui concerne son conjoint et ses enfants mineurs, jouira des privilèges, immunités, exemptions et facilités accordés, conformément au droit international, aux chefs de missions diplomatiques.

Le Secrétaire général adjoint jouira des privilèges, immunités, exemptions et facilités accordés aux représentants diplomatiques de rang comparable.

Section 19.

Les privilèges et immunités sont accordés aux fonctionnaires uniquement dans l'intérêt du Conseil et non pour leur bénéfice personnel. Le Secrétaire général pourra et devra lever l'immunité accordée à un fonctionnaire dans tous les cas où, à son avis, cette immunité empêcherait que justice ne soit faite et où l'immunité peut être levée sans porter préjudice aux intérêts du Conseil. Seul le Conseil aura le droit de lever l'immunité du Secrétaire général.

ARTICLE VII.

EXPERTS EN MISSION POUR LE CONSEIL.

Section 20.

Les experts (autres que les fonctionnaires visés à l'Article VI), lorsqu'ils accomplissent des missions pour le Conseil, jouissent pendant la durée de cette mission y compris le temps du voyage, des privilèges, immunités et facilités nécessaires pour exercer leurs fonctions en toute indépendance, notamment de

(*a*) l'immunité d'arrestation personnelle ou de détention et de saisie de leurs bagages;

(*b*) l'immunité de juridiction en ce qui concerne les actes accomplis par eux, y compris leurs paroles et écrits, dans

(*f*) have the right to import free of duty their furniture and effects at the time of first taking up their post in the country in question, and to return such furniture and effects free of duty to their country of domicile on the termination of their functions.

Section 18.

In addition to the privileges and immunities specified in section 17, the Secretary General of the Council shall be accorded in respect of himself, his spouse and children under the age of 21, the privileges, immunities, exemptions and facilities accorded to heads of diplomatic missions in conformity with international law.

The Deputy Secretary General shall enjoy the privileges, immunities, exemptions and facilities accorded to diplomatic representatives of comparable rank.

Section 19.

Privileges and immunities are granted to officials in the interests of the Council only and not for the personal benefit of the individuals themselves. The Secretary General shall have the right and the duty to waive the immunity of any official in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Council. In the case of the Secretary General, the Council shall have the right to waive the immunity.

ARTICLE VII.

EXPERTS ON MISSIONS FOR THE COUNCIL.

Section 20.

Experts (other than officials coming within the scope of Article VI) performing missions for the Council, shall be accorded such privileges, immunities and facilities as are necessary for the independent exercise of their functions during the period of their missions, including the time spent on journeys in connection with their missions. In particular they shall be accorded

(*a*) immunity from personal arrest or detention and from seizure of their baggage;

(*b*) in respect of words spoken or written or things done by them in the performance of their mission and within the

l'exercice de leurs missions et dans les limites de leurs attributions;

(c) l'inviolabilite de tous papiers et documents.

Section 21.

Les privilèges, immunités et facilités sont accordés aux experts dans l'intérêt du Conseil et non à leur avantage personnel. Le Secrétaire général pourra et devra lever l'immunité accordée à un expert, dans tous les cas où, à son avis, cette immunité empêcherait que justice ne soit faite et où elle pourrait être levée sans porter préjudice aux intérêts du Conseil.

ARTICLE VIII.

ABUS DES PRIVILÈGES.

Section 22.

Les représentants des Membres aux réunions du Conseil, du Comité technique permanent et des Comités du Conseil, pendant l'exercice de leurs fonctions et au cours de leurs voyages à destination ou en provenance du lieu de réunion, ainsi que les fonctionnaires visés à la section 16 et à la section 20, ne seront pas contraints par les autorites territoriales de quitter le pays dans lequel ils exercent leurs fonctions en raison d'activités exercées par eux en leur qualité officielle. Toutefois, dans le cas où une telle personne abuserait du privilège de résidence en exerçant dans ce pays des activités sans rapport avec ses fonctions officielles, elle pourra être contrainte de quitter le pays par le Gouvernement de celui-ci, sous réserve des dispositions ci-après :

(i) Les représentants des Membres du Conseil ou les personnes jouissant de l'immunité diplomatique aux termes de la section 18 ne seront pas contraints de quitter le pays si ce n est conformément à la procédure diplomatique applicable aux envoyés diplomatiques accrédités dans ce pays.

(ii) Dans le cas d'un fonctionnaire auquel ne s'applique pas la section 18, aucune décision d'expulsion ne sera prise sans l'approbation du Ministère des Affaires Etrangères du pays en question, approbation qui ne sera donnée

limits of their authority, immunity from legal process of every kind;

(c) inviolability for all papers and documents.

Section 21.

Privileges, immunities and facilities are granted to experts in the interests of the Council and not for the personal benefit of the individual concerned. The Secretary General shall have the right and the duty to waive the immunity of any expert in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the Council.

ARTICLE VIII.

ABUSES OF PRIVILEGES.

Section 22.

Representatives of Members at meetings of the Council, the Permanent Technical Committee and committees of the Council, while exercising their functions and during their journeys to and from the place of meeting, and officials within the meaning of section 16 and section 20, shall not be required by the territorial authorities to leave the country in which they are performing their functions on account of any activities by them in their official capacity. In the case, however, of abuse of privileges of residence committed by any such person in activities in that country outside his official functions, he may be required to leave by the Government of that country provided that

(i) Representatives of Members of the Council, or persons who are entitled to diplomatic immunity under section 18, shall not be required to leave the country otherwise than in accordance with the diplomatic procedure applicable to diplomatic envoys accredited to that country.

(ii) In the case of an official to whom section 18 is not applicable, no order to leave the country shall be issued other than with the approval of the Foreign Minister of the country in question, and such approval shall

qu après consultation avec le Secrétaire général du Conseil; et si une procédure d'expulsion est engagée contre un fonctionnaire, le Secrétaire général du Conseil aura le droit d'intervenir dans cette procédure pour la personne contre qui la procédure est intentée.

Section 23.

Le Secrétaire général collaborera en tout temps avec les autorités compétentes des Membres du Conseil en vue de faciliter la bonne administration de la justice, d'assurer l'observation des règlements de police et d'éviter tout abus auquel pourraient donner lieu les privilèges, immunités et facilités énumérés dans la présente Annexe.

ARTICLE IX.

RÈGLEMENT DES DIFFÉRENDS.

Section 24.

Le Conseil devra prévoir des modes de règlement appropriés pour

(*a*) les différends en matière de contrats ou autres différends de droit privé dans lesquels le Conseil serait partie;

(*b*) les différends dans lesquels serait impliqué un fonctionnaire du Conseil qui, du fait de sa situation officielle, jouit de l'immunité si cette immunité n'a pas été levée conformément aux dispositions des sections 19 et 21.

ARTICLE X.

ACCORDS COMPLÉMENTAIRES.

Section 25.

Le Conseil pourra conclure avec une ou plusieurs des Parties Contractantes des accords complémentaires, aménageant, en ce qui concerne cette Partie Contractante ou ces Parties Contractantes, les dispositions de la présente Annexe.

be given only after consultation with the Secretary General of the Council; and if expulsion procedings are taken against an official, the Secretary General of the Council shall have the right to appear in such proceedings on behalf of the person against whom they are instituted.

Section 23.

The Secretary General shall co-operate at all times with the appropriate authorities of Members of the Council to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuses in connexion with the privileges, immunities and facilities enumerated in the present Annex.

ARTICLE IX.

SETTLEMENT OF DISPUTES.

Section 24.

The Council shall make provision for appropriate modes of settlement of

(*a*) disputes arising out of contracts or other disputes of a private character to which the Council is a party·

(*b*) disputes involving any official of the Council who by reason of his official position enjoys immunity, if immunity has not been waived in accordance with the provisions of sections 19 and 21.

ARTICLE X.

SUPPLEMENTARY AGREEMENTS.

Section 25.

The Council may conclude with any Contracting Party or Contracting Parties supplementary agreements adjusting the provisions of the present Annex so far as that Contracting Party or those Contracting Parties are concerned.

Copie certifiée conforme.

Bruxelles, le 12. 6. 1951

Le Chef du Service des Traites au Ministère des Affaires Etrangères et du Commerce Extérieur de Belgique,

Jul. A. DENOËL

PROTOCOLE
RELATIF AU GROUPE D'ÉTUDES POUR L'UNION DOUANIÈRE EUROPÉENNE

SIGNÉ A BRUXELLES, LE 15 DÉCEMBRE 1950

PROTOCOL
CONCERNING THE EUROPEAN CUSTOMS UNION STUDY GROUP

SIGNED AT BRUSSELS ON THE 15th DECEMBER, 1950

TIAS 7063

PROTOCOLE
relatif au Groupe d'Etudes pour l'Union Douanière Européenne.

Les Gouvernements signataires du présent Protocole

Considérant la mission du Groupe d'Etudes pour l'Union Douanière Européenne, dénommé ci-après « Groupe d'Etudes », telle qu'elle est fixee dans la déclaration faite par certains Gouvernements au Comité de Cooperation Economique Européenne, le 12 septembre 1947,

Désireux de décharger le Gouvernement belge des dépenses afférentes au Groupe d'Etudes,

Considerant la Convention portant création d'un Conseil de Cooperation Douanière ouverte à la signature à Bruxelles en date de ce jour, dénommée ci-après « Convention »,

Sont convenus de ce qui suit

1° Sous réserve des dispositions du Paragraphe 2 ci-dessous, les dépenses du Groupe d'Etudes encourues à partir du 1er janvier 1951 seront portées au budget du Conseil de Coopération Douanière établi en vertu de la Convention. Le Conseil prendra les dispositions necessaires pour répartir ces dépenses entre ses Membres et, s'il l'estime désirable, entre tous autres Gouvernements interessés.

2° Si la Convention n'est pas entrée en vigueur le 1er janvier 1952, les Gouvernements signataires s'engagent à prendre immédiatement et conjointement les dispositions nécessaires pour pourvoir aux dépenses du Groupe d'Etudes encourues à partir du 1er janvier 1951 jusqu'au jour où la Convention entrera en vigueur.

3° Le Secrétariat général et le Comité technique permanent établis en vertu de l'Article V de la Convention, seront mis à la disposition du Groupe d'Etudes.

4° Le présent Protocole restera ouvert à la signature. Il entrera en vigueur le jour de sa signature à l'égard des Gouvernements signataires à l'exception de ceux qui le signeront sous réserve de ratification. Il entrera en vigueur à l'égard des Gouvernements qui le signeront sous réserve de ratification à la date à laquelle ils déposeront leurs instruments de ratification auprès du Ministère des Affaires Etrangères de Belgique.

PROTOCOL
concerning the European Customs Union Study Group.

The Governments signatory to the present Protocol,

Bearing in mind the objectives of the European Customs Union Study Group (hereinafter referred to as « the Study Group »), as stated in the declaration made by certain Governments in the Committee of European Economic Co-operation on the 12th September, 1947,

Desiring to relieve the Belgian Government of the expenses incurred in respect of the Study Group,

Having regard to the Convention establishing a Customs Co-operation Council opened for signature in Brussels this day (hereinafter referred to as « the Convention »),

Have agreed as follows

1. Subject to the provisions of Paragraph 2 below, the expenses incurred by the Study Group as from 1st January, 1951 shall be provided for in the budget of the Customs Co-operation Council established by the Convention. The Council shall make appropriate arrangements for the sharing of these expenses among its Members and, if it considers it desirable, among any other Governments concerned.

2. If the Convention does not enter into force before the 1st January, 1952, the signatory Governments undertake to make joint arrangements forthwith to meet the expenses of the Study Group as from the 1st January 1951 until the Convention enters into force.

3. The General Secretariat and the Permanent Technical Committee set up under Article V of the Convention shall be placed at the disposal of the Study Group.

4. The present Protocol shall remain open for signature. It shall enter into force on the date of signature for all signatory Governments, except those which sign subject to ratification. It shall enter into force for Governments which sign subject to ratification on the date on which they deposit their instruments of ratification with the Belgian Ministry of Foreign Affairs.

5° Le present Protocole deviendrait caduc si le Groupe d'Etudes ou le Conseil de Coopération Douanière était dissous ou si le statut de fait du Groupe d'Etudes était modifié soit par fusion avec un autre organisme, soit de toute autre manière,

En foi de quoi les soussignés dûment autorisés à cet effet par leurs Gouvernements respectifs ont signé le présent Protocole.

Fait à Bruxelles, le quinze décembre mil neuf cent cinquante (15 décembre 1950) en langue française et en langue anglaise, les deux textes faisant également foi, en un seul original qui sera déposé dans les archives du Gouvernement belge qui en délivrera des copies certifiées conformes à tous les Gouvernements signataires et à tous les Gouvernements qui signeront la Convention ou y adhéreront.

5. The present Protocol shall cease to be in force if the Study Group or the Customs Co-operation Council is liquidated or if the status of the Study Group is altered by amalgamation with any other organization or otherwise.

In witness whereof the undersigned, having been duly authorised thereto by their respective Governments, have signed the present Protocol.

Done at Brussels on the fifteenth day of December, nineteen hundred and fifty (December 15th, 1950) in the English and French languages, both texts being equally authentic, in a single original, which shall be deposited in the archives of the Belgian Government, which shall transmit certified copies thereof to each signatory Government and to each other Government which signs or accedes to the Convention.

POUR L'ALLEMAGNE — FOR GERMANY

v. MALTZAN

POUR L'AUTRICHE — FOR AUSTRIA

POUR LA BELGIQUE — FOR BELGIUM

Paul van ZEELAND

POUR LE DANEMARK — FOR DENMARK

Bent FALKENSTJERNE

POUR LA FRANCE — FOR FRANCE

Sous réserve de ratification

J. de HAUTECLOCQUE

POUR LA GRANDE-BRETAGNE ET L'IRLANDE DU NORD

FOR GREAT BRITAIN AND NORTHERN IRELAND

Sous réserve de ratification

J. H. LE ROUGETEL

POUR LA GRÈCE

FOR GREECE

Sous reserve de ratification

D. CAPSALIS

POUR L'IRLANDE

FOR IRELAND

POUR L'ISLANDE

FOR ICELAND

POUR L'ITALIE

FOR ITALY

Pasquale DIANA

POUR LE LUXEMBOURG

FOR LUXEMBOURG

Sous reserve de ratification

Robert ALS

POUR LA NORVÈGE

FOR NORWAY

Sous réserve de ratification

Johan Georg RAEDER

POUR LES PAYS-BAS

FOR THE NETHERLANDS

Sous réserve de ratification
G. BEELAERTS van BLOKLAND

POUR LE PORTUGAL

FOR PORTUGAL

Sous reserve de ratification
Eduardo VIEIRA LEITAO

POUR LA SUÈDE

FOR SWEDEN

Sous reserve de ratification du Parlement suédois
G. de REUTERSKIOLD

POUR LA SUISSE

FOR SWITZERLAND

POUR LA TURQUIE

FOR TURKEY

Copie certifiée conforme.

Bruxelles, le 12. 6. 1951

Le Chef du Service des Traités au Ministère des Affaires Etrangères et du Commerce Extérieur de Belgique,

Jul. A. DENOËL

TIAS 7063

66-169 O 72 23

By its resolution of October 4, 1968, the Senate of the United States of America, two-thirds of the Senators present concurring therein, gave its advice and consent to accession to the Convention, together with the Protocol, with the following reservation

> The United States of America accepts the obligations of Article XIII of the Convention and the Annex to the Convention only to the extent the United States of America generally accords privileges and immunities to designated public international organizations under its law ,

Accession of the United States of America to the Convention and Protocol was approved by the President of the United States of America with the said reservation on October 18, 1968, and the instrument of accession was deposited with the Belgian Ministry of Foreign Affairs on November 5, 1970,

It is provided in Article XVIII of the Convention that the Convention shall come into force for an acceding Government on the deposit of its instrument of accession, and it is provided in Article XIV of the Convention that Contracting Parties accept the provisions of the Protocol,

Pursuant to the provisions of Articles XVIII and XIV of the Convention, the Convention and Protocol came into force for the United States of America subject to the aforesaid reservation on November 5, 1970,

Now, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Convention Establishing a Customs Cooperation Council and the Protocol concerning the European Customs Union Study Group, with the aforesaid reservation, to the end that they shall be observed and fulfilled with good faith on and after November 5, 1970 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 first day of March in the year of our Lord one thousand nine hundred seventy-one and of the Independence of the United States of America the one hundred ninety-fifth.

[SEAL]

RICHARD NIXON

By the President
WILLIAM P ROGERS
Secretary of State

TIAS 7063

MULTILATERAL

North Atlantic Treaty: Technical Information for Defense Purposes

Agreement done at Brussels October 19, 1970;[1]
Approval of the United States of America deposited January 8, 1971;
Entered into force February 7, 1971.

ACCORD OTAN
SUR LA COMMUNICATION, A DES FINS DE DEFENSE, D' INFORMATIONS TECHNIQUES

NATO AGREEMENT
ON THE COMMUNICATION OF TECHNICAL INFORMATION FOR DEFENCE PURPOSES

[1] Texts as certified by the Secretary of State.

ACCORD OTAN SUR LA COMMUNICATION, A DES FINS DE DEFENSE, D'INFORMATIONS TECHNIQUES

Les Gouvernements de la Belgique, du Canada, du Danemark, de la France, de la République Fédérale d'Allemagne, de la Grèce, de l'Italie, du Luxembourg, des Pays-Bas, de la Norvège, du Portugal, de la Turquie, du Royaume-Uni et des Etats-Unis d'Amerique ,

Parties au Traité de l'Atlantique Nord, conclu à Washington le 4 avril 1949 ,

Considérant que l'Article 3 du Traité de l'Atlantique Nord prévoit que les Parties maintiendront et accroîtront leur capacite individuelle et collective de resistance a une attaque armee par le développement de leurs propres moyens et en se prêtant mutuellement assistance ,

Considérant que cette capacité peut être accrue, entre autres moyens, par la communication, entre les Gouvernements Parties et les Organismes de l'OTAN, d'informations techniques faisant l'objet de droits de proprieté en vue d'aider à la recherche pour la défense, la mise au point et la production d'équipements et de matériels militaires ,

Considérant que les droits des propriétaires des informations techniques, ainsi communiquées, doivent être reconnus et proteges ,

Sont convenus des dispositions suivantes

ARTICLE PREMIER

Aux fins du présent Accord

(a) l'expression "à des fins de défense" signifie "en vue de renforcer la capacité individuelle ou collective de défense des états parties au Traité de l'Atlantique Nord, que ce soit dans le cadre de programmes nationaux, bilatéraux ou multilatéraux ou lors de la mise en œuvre de projets de recherche, de mise au point, de production ou de logistique de l'OTAN" ,

NATO AGREEMENT ON THE COMMUNICATION OF TECHNICAL INFORMATION FOR DEFENCE PURPOSES

The Governments of Belgium, Canada, Denmark, France, the Federal Republic of Germany, Greece, Italy, Luxembourg, the Netherlands, Norway, Portugal, Turkey, the United Kingdom and the United States of America ,

Parties to the North Atlantic Treaty signed in Washington on 4th April, 1949 ,[1]

Considering that Article III of the North Atlantic Treaty provides that the Parties will maintain and develop their individual and collective capacity to resist armed attack by means of self-help and mutual assistance ,

Considering that such capacity could be developed inter alia by the communication among Governments Parties and NATO Organizations of proprietary technical information to assist in defence research, development and production of military equipment and material ,

Considering that rights of owners of proprietary technical information thus communicated should be recognised and protected ,

Have agreed on the following provisions

ARTICLE I

For the purpose of this Agreement

(a) the term "for defence purposes" means for strengthening the individual or collective defence capabilities of the Parties to the North Atlantic Treaty either under national, bilateral or multilateral programmes, or in the implementation of NATO research, development, production or logistics projects ,

[1] TIAS 1964, 2390, 3428 , 63 Stat. 2241 , 3 UST 43 , 6 UST 5707.

(b) l'expression "informations techniques faisant l'objet de droits de propriété" s'entend des renseignements de caractere technique, suffisamment explicites pour être employes et presentant une utilite dans l'industrie, et qui ne sont connus que de leur proprietaire et des personnes légalement ou contractuellement fondées a les connaître et ne sont donc pas accessibles au public. Les informations techniques faisant l'objet de droits de propriete peuvent comprendre, par exemple, des inventions, dessins, "know-how" et donnees ,

(c) l'expression "Organisme de l'OTAN" s'entend du Conseil de l'Atlantique Nord et de tout organisme subsidiaire civil ou militaire - y compris les quartiers generaux militaires internationaux - regi par les dispositions soit de la Convention sur le statut de l'Organisation du Traite de l'Atlantique Nord, dès representants nationaux et du personnel international, signée a Ottawa le 20 septembre 1951, soit du Protocole sur le Statut des quartiers généraux militaires internationaux crees en vertu du Traité de l'Atlantique Nord, signe a Paris le 28 aout 1952 ,

(d) l'expression "Gouvernement ou Organisme d'origine" s'entend du Gouvernement Partie au present Accord ou de l'organisme de l'OTAN qui, le premier, communique les informations techniques en tant qu'informations techniques faisant l'objet de droits de propriete ,

(e) le terme "Destinataire" s'entend de tout Gouvernement Partie au present Accord ou de tout organisme de l'OTAN ayant reçu des informations techniques communiquees en tant qu'informations techniques faisant l'objet de droits de propriete, que cette communication lui ait éte faite directement par le gouvernement ou l'organisme d'origine ou par l'intermédiaire d'un autre destinataire ,

(f) l'expression "communication à titre confidentiel" couvre la communication d'informations techniques à un nombre limité de personnes qui s'engagent à ne pas les communiquer à d'autres sauf dans les conditions specifiees par le gouvernement ou l'organisme d'origine ,

(g) l'expression "communication non autorisée" s'entend de toute communication d'informations techniques faisant l'objet de droits de propriété effectuée d'une manière non conforme aux conditions auxquelles cette communication a été faite au destinataire ,

(h) l'expression "utilisation non autorisée" s'entend de toute utilisation d'informations techniques faisant l'objet de droits de propriété effectuée sans autorisation préalable ou sans tenir compte des conditions auxquelles ces informations techniques ont été communiquées au destinataire.

(b) the term "proprietary technical information" means information which is technical in character, sufficiently explicit for use and has utility in industry, and which is known only to the owner and persons in privity with him and therefore not available to the public. Proprietary technical information may include, for example, inventions, drawings, know-how and data ,

(c) the term "NATO Organization" means the North Atlantic Council and any subsidiary civilian or military body, including International Military Headquarters, to which apply the provisions of either the Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff signed in Ottawa on the 20th of September, 1951,[1] or the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty, signed in Paris on the 28th of August, 1952 , [2]

(d) the term "Government or Organization of Origin" means the Government Party to this Agreement or NATO Organization first communicating technical information as being proprietary ,

(e) the term "Recipient" means any Government Party to this Agreement or any NATO Organization receiving technical information communicated as proprietary either directly by the Government or Organization of Origin or through another Recipient ,

(f) the term "disclosure in confidence" means disclosure of technical information to a limited number of persons who undertake not to disclose the information further except under the conditions specified by the Government or Organization of Origin ,

(g) the term "unauthorised disclosure" refers to any communication of proprietary technical information which is not in accordance with the conditions under which it was communicated to the Recipient ,

(h) the term "unauthorised use" refers to any use of proprietary technical information made without prior authorisation or not in accordance with the conditions under which it was communicated to a Recipient.

[1] TIAS 2992 , 5 UST 1087.
[2] TIAS 2978 , 5 UST 870.

ARTICLE II

A. Lorsqu'à des fins de défense, des informations techniques ont été communiquées par un gouvernement ou un organisme d'origine à un ou plusieurs destinataires en tant qu'informations techniques faisant l'objet de droits de propriété, chaque destinataire, sous réserve des dispositions du paragraphe B du présent Article, est responsable de la sauvegarde de ces informations en tant qu'informations techniques faisant l'objet de droits de propriété ayant été communiquées à titre confidentiel. Le destinataire traite lesdites informations techniques conformément aux conditions imposées et prend les mesures appropriées compatibles avec ces conditions afin d'éviter que ces informations ne soient communiquées à quiconque, publiées, utilisées sans autorisation, ou traitées de toute autre manière susceptible de porter préjudice au propriétaire. Si un destinataire désire faire modifier les conditions imposées, il doit, à moins qu'il n'en soit autrement convenu, adresser à cet effet une demande au gouvernement ou à l'organisme d'origine qui a fourni les informations techniques faisant l'objet de droits de propriété.

B. Si un destinataire constate qu'une partie quelconque des informations techniques à lui communiquées comme faisant l'objet de droits de propriété était, au moment de la communication, déjà en sa possession ou à sa disposition ou était, lors de la communication ou à tout moment ultérieur, dans le domaine public, ce destinataire doit, dans la mesure ou les impératifs de sécurité le permettent, aviser le plus rapidement possible le gouvernement ou l'organisme d'origine de ce fait et prendre, le cas échéant, avec ce dernier toutes dispositions appropriées en vue de maintenir le caractère confidentiel et la sauvegarde du secret militaire, et d'assurer le renvoi des documents.

C. Aucune des dispositions du présent Accord ne saurait être interprétée, comme limitant les possibilités du destinataire d'utiliser tout moyen de défense dont il peut disposer en cas de désaccord à la suite d'une communication d'informations techniques.

ARTICLE III

A. Si le propriétaire d'informations techniques, faisant l'objet de droits de propriété qui ont été communiquées à des fins de défense subit un préjudice du fait de leur communication ou de leur utilisation non autorisées par un destinataire ou par quiconque a reçu les informations de ce destinataire, ce dernier doit dédommager le propriétaire des informations techniques

ARTICLE II

A. When for defence purposes, technical information is communicated by a Government or Organization of Origin, to one or more Recipients as proprietary technical information, each Recipient shall, subject to the provisions of paragraph B of this Article, be responsible for safeguarding this information as proprietary technical information which has been disclosed in confidence. The Recipient shall treat this technical information in accordance with any conditions imposed and take appropriate steps compatible with these conditions to prevent this information from being communicated to anyone, published or used without authorisation or treated in any other manner likely to cause damage to the owner. If a Recipient should desire to have the imposed conditions modified, this Recipient shall, unless otherwise agreed, address any request to this effect to the Government or Organization of Origin from which the proprietary technical information was received.

B. If a Recipient ascertains that any part of the technical information communicated to it as proprietary technical information was, at the time of the communication, already in its possession or available to it, or was then or at any time becomes available to the public, the Recipient shall, so far as security requirements permit, notify the Government or Organization of Origin of that fact as soon as possible and if necessary make any appropriate arrangements with the latter for continuation of confidence, for maintenance of defence security and for return of documents.

C. Nothing in this Agreement shall be considered as limiting any defence available to a Recipient in any disagreement resulting from any communication of technical information.

ARTICLE III

A. If the owner of proprietary technical information which has been communicated for defence purposes suffers damage through unauthorised disclosure or use of the information by a Recipient or anyone to whom this Recipient has disclosed the information, this Recipient shall compensate the owner

lorsqu'il s'agit d'un gouvernement, conformément à son droit national ,

lorsqu'il s'agit d'un organisme de l'OTAN et à moins que les parties intéressées n'en aient décidé autrement, conformément au droit du pays dans lequel est situé le siège de l'organisme.

Un tel dédommagement sera versé soit directement au propriétaire, soit au gouvernement ou à l'organisme d'origine si ce dernier dédommage lui-même le propriétaire. Dans ce dernier cas, et à moins qu'il n'en soit convenu autrement, le montant à payer par le destinataire ne sera pas affecté par le montant du dédommagement versé par le gouvernement ou l'organisme d'origine.

B. Dans la mesure compatible avec leurs exigences en matière de sécurité, les destinataires et le gouvernement ou l'organisme d'origine se fournissent mutuellement toutes preuves et tous renseignements dont ils disposent et se prêtent toute autre assistance utile pour évaluer le préjudice subi et le dédommagement.

C. A la requête d'un gouvernement partie au présent Accord ou d'un organisme de l'OTAN intéressé, un Comité consultatif, composé exclusivement de représentants des gouvernements et des organismes de l'OTAN que l'affaire concerne, peut être créé pour procéder à une enquête et à un examen des preuves et faire rapport aux parties intéressées sur l'origine, la nature et l'étendue du préjudice subi. Ce Comité peut demander au Secrétaire Général de l'Organisation du Traité de l'Atlantique Nord de charger un membre du Secrétariat International de faire partie du Comité en tant qu'observateur ou en tant que représentant du Secrétaire Général.

D. Aucune des dispositions du présent Article ne doit être considérée comme affectant les droits que le propriétaire lésé peut avoir à l'encontre de tout gouvernement ou de tout organisme de l'OTAN.

ARTICLE IV

Les gouvernements parties au présent Accord mettront au point, au sein du Conseil Atlantique, les procédures nécessaires à l'application dudit Accord. Ces procédures contiendront en particulier des dispositions régissant

(a) la communication, la réception et l'utilisation d'informations techniques faisant l'objet de droits de propriété dans le cadre du présent Accord ,

when it is a government, in conformity with the national law of this Recipient ,

when it is a NATO Organization, unless otherwise agreed by the parties concerned, in conformity with the law of the country in which the Headquarters of this organization is located.

Such compensation shall be made either directly to the owner or to the Government or Organization of Origin if the latter itself compensates the owner. In the latter case, the amount to be paid by the Recipient will not be affected by the amount of compensation paid by the Government or Organization of Origin, unless otherwise agreed.

B. Recipients and the Government or Organization of Origin, so far as their security requirements permit, shall furnish each other with any evidence and information available and accord other appropriate assistance to determine damage and compensation.

C. At the request of a Government Party to this Agreement or a NATO Organization concerned, an Advisory Committee composed solely of representatives of the Governments and NATO Organizations involved in the transaction may be created to investigate and examine evidence and report to the parties concerned on the origin, nature and scope of any damage. This Committee may request the Secretary General of the North Atlantic Treaty Organization to designate a member of the International Staff to be a member of the Committee as an observer or as a representative of the Secretary General.

D. Nothing in this Article shall impair any rights that the injured owner may have against any Government or NATO Organization.

ARTICLE IV

The Governments Parties to this Agreement shall develop within the North Atlantic Council procedures for the implementation of this Agreement. In particular these Procedures shall contain provisions governing

(a) the communication, receipt and use of proprietary technical information under this Agreement ,

(b) les modalités de la participation des organismes de l'OTAN a la communication, à la réception et à l'utilisation d'informations techniques faisant l'objet de droits de propriété ,

(c) la création et le fonctionnement du Comité consultatif prévu à l'Article III C ci-dessus ,

(d) les demandes de modification, prevues a l'Article II A, des conditions imposées relativement à des informations techniques faisant l'objet de droits de propriété.

ARTICLE V

1. Aucune des dispositions du présent Accord ne saurait être interprétée comme portant atteinte aux engagements en matière de sécurité entre gouvernements parties audit Accord.

2. Chacun des destinataires assigne à toutes les informations techniques faisant l'objet de droits de propriété qui, en vertu du présent Accord, ont éte mises à sa disposition, au moins la même classification de sécurité que celle assignée a ces informations par le gouvernement ou l'organisme d'origine.

ARTICLE VI

1. Aucune des dispositions du présent Accord n'empêchera les gouvernements parties audit Accord de continuer à appliquer les accords existants ni ne leur interdira de conclure entre eux d'autres accords dans le même sens.

2. Aucune des dispositions du présent Accord ne saurait être interprétée comme portant atteinte à celles de l'Accord OTAN pour la sauvegarde mutuelle du secret des inventions intéressant la défense et ayant fait l'objet de demandes de brevet, signé à Paris le 21 septembre 1960.

(b) the participation of NATO Organizations in the communication, receipt and use of proprietary technical information ,

(c) the creation and operation of the Advisory Committee provided for in Article III.C. above ,

(d) requests for changes of conditions imposed on proprietary technical information, as envisaged by Article II.A. above.

ARTICLE V

1. Nothing in this Agreement shall be interpreted as affecting security commitments between or amongst Governments Parties to this Agreement.

2. Each Recipient shall accord to all proprietary technical information made available to it under the terms of this Agreement at least the same degree of security as that technical information has been accorded by the Government or Organization of Origin.

ARTICLE VI

1. Nothing in this Agreement shall prevent the Governments Parties from continuing existing agreements or entering into new agreements among themselves for this same purpose.

2. Nothing in this Agreement shall be interpreted as affecting the provisions of the NATO Agreement for the Mutual Safeguarding of Secrecy of Inventions relating to Defence and for which Applications for Patents have been made, signed in Paris on the 21st of September, 1960.[1]

[1] TIAS 4672, 6786 12 UST 43 20 UST 3062.

ARTICLE VII

Aucune des dispositions du present Accord ne s'appliquera a la communication ou à l'utilisation des informations techniques relevant du domaine de l'énergie atomique.

ARTICLE VIII

A. Les instruments de ratification ou d'approbation du present Accord seront déposés aussitôt que possible auprès du Gouvernement des Etats-Unis d'Amérique qui notifiera la date de ces depôts a chaque gouvernement signataire et au Secretaire Géneral de l'Organisation du Traité de l'Atlantique Nord.

Le present Accord entrera en vigueur 30 jours après le dépôt par deux états signataires de leurs instruments de ratification ou d'approbation. Il entrera en vigueur pour chacun des autres états signataires 30 jours après le dépôt de son instrument de ratification ou d'approbation.

B. Le Conseil de l'Atlantique Nord fixera les dates à partir desquelles le présent Accord s'appliquera ou cessera de s'appliquer aux organismes de l'OTAN.

ARTICLE IX

Toute Partie au présent Accord pourra y mettre fin en ce qui la concerne un an après avoir avisé de sa dénonciation le Gouvernement des Etats-Unis d'Amérique qui informera les autres gouvernements signataires et le Secrétaire de l'Organisation du Traité de l'Atlantique Nord du dépôt de chaque instrument de dénonciation. La dénonciation n'affectera cependant pas les obligations contractées et les droits ou facultés acquis antérieurement par les parties en vertu des dispositions du présent Accord.

En foi de quoi, les Représentants soussignés, dûment autorisés à cet effet, ont signé le présent Accord.

ARTICLE VII

Nothing in this Agreement shall apply to the communication or use of technical information relating to atomic energy.

ARTICLE VIII

A. The instruments of ratification or approval of this Agreement shall be deposited as soon as possible with the Government of the United States of America which will inform each signatory Government and the NATO Secretary General of the date of deposit of each instrument.

This Agreement shall enter into force 30 days after deposit by two signatory Parties of their instruments of ratification or approval.[1] It shall enter into force for each of the other signatory Parties 30 days after the deposit of its instruments of ratification or approval.

B. The North Atlantic Council will fix the date on which the present Agreement will begin or will cease to apply to NATO Organizations.

ARTICLE IX

Any Party may cease to be a party to this Agreement one year after its notice of denunciation has been given to the Government of the United States of America, which will inform the other signatory Governments and the Secretary General of the North Atlantic Treaty Organization of the deposit of each notice of denunciation. Denunciation shall not, however, effect obligations already contracted and the rights or prerogatives previously acquired by Parties under the provisions of this Agreement.

In witness whereof the undersigned representatives duly authorised thereto, have signed this Agreement.

[1] Ratification deposited by Canada Oct. 20, 1970, approval deposited by the United States Jan. 8, 1971.

Fait a Bruxelles le 19 octobre 1970 en français et en anglais, les deux textes faisant également foi, en un exemplaire unique qui restera déposé dans les archives du Gouvernement des Etats-Unis d'Amerique et dont copie certifiée conforme sera transmise par ce Gouvernement à chacun des autres Gouvernements signataires, ainsi qu'au Secrétaire géneral de l'Organisation du Traite de l'Atlantique Nord.

Done in Brussels this 19th day of October 1970 in the English and French languages, both texts being equally authentic, in a single copy which shall be deposited in the archives of the Government of the United States of America, which will transmit a duly certified copy to the other signatory Governments and to the Secretary General of the North Atlantic Treaty Organization.

Pour le Royaume de Belgique
For the Kingdom of Belgium

Pour le Canada
For Canada

Pour le Royaume de Danemark
For the Kingdom of Denmark

Pour la France
For France

L'adhesion de la France au premier accord ne saurait en rien modifier la position prise par elle vis a vis de l'organisation militaire integree de l'Alliance Atlantique, position exposee dans le Aide-Memoire des 8 et 10 mars 1966 adresse par le Gouvernement francais aux quatorze autres membres de l'alliance

Pour la République Fédérale d'Allemagne
For the Federal Republic of Germany

Pour le Royaume de Grèce
For the Kingdom of Greece

Pour l'Italie
For Italy

Pour le Grand-Duché de Luxembourg
For the Grand Duchy of Luxembourg

Pour le Royaume des Pays-Bas
For the Kingdom of the Netherlands

Pour le Royaume de Norvège
For the Kingdom of Norway

Pour le Portugal
For Portugal

Pour la Turquie
For Turkey

Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
For the United Kingdom of Great Britain and Northern Ireland

Pour les Etats-Unis d'Amérique
For the United States of America

TIAS 7064

66-169 O 72 24

Note by the Department of State

Signatures Affixed to the NATO Agreement on the Communication of Technical Information for Defence Purposes Done at Brussels October 21, 1970

FOR THE KINGDOM OF BELGIUM
A. DE STAERCKE

FOR CANADA
ROSS CAMPBELL

FOR THE KINGDOM OF DENMARK.
H. HJORTH-NIELSEN

FOR FRANCE
L'adhésion de la France au présent accord ne saurait en rien modifier la position prise par elle vis à vis de l'organisation militaire intégrée de l'Alliance Atlantique, position exposé dans l'Aide Mémoire des 8 et 10 mars 1966 adressé par le Gouvernement français aux quatorze autres membres de l'Alliance.[1]

F DE ROSE

FOR THE FEDERAL REPUBLIC OF GERMANY
WILHELM G. GREWE

FOR THE KINGDOM OF GREECE
PH. ANNINO CAVALIERATO

FOR ITALY
CARLO DE FERRARIIS SALZANO

FOR THE GRAND DUCHY OF LUXEMBOURG
LAMBERT SCHAUS

FOR THE KINGDOM OF THE NETHERLANDS
H. N. BOON

FOR THE KINGDOM OF NORWAY
H. W FREIHOW

FOR PORTUGAL
ALBANO NOGUEIRA

FOR TURKEY
NURI BIRGI

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
B. A. B. BURROWS

FOR THE UNITED STATES OF AMERICA
ROBERT ELLSWORTH

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[1] The adherence of France to this agreement should not be regarded in any way as modifying the position taken by this country vis-à-vis integrated Military Organization of the Atlantic Alliance, as set out in the aide-mémoire of the French Government of March 8 and 10, 1966, addressed to the fourteen other members of the Alliance. [Translation]

PHILIPPINES

Defense: Cable Communications System

Agreement effected by exchange of notes
Dated at Manila December 21, 1970, and January 6, 1971;
Entered into force January 6, 1971.

The American Embassy to the Philippine Department of Foreign Affairs

No. 798

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Republic of the Philippines and has the honor to refer to Article III, sub-paragraphs 2(d) and 2(e) of the Philippines-United States Military Bases Agreement[1] setting forth the right of the United States to acquire rights of way for, and to construct, communications facilities including submarine and subterranean cables at United States bases, and to discussions which have taken place between representatives of our two Governments regarding the installation of a submarine cable from Southern Taiwan, Republic of China, with a terminal facility at the United States Navy Communications Station, San Miguel, Zambales, and to confirm the understandings reached as a result of these discussions as follows:

1. In its approach to the shore at San Miguel Communications Station, the cable will remain on or under the floor of the sea and will not interfere with fishing, navigation, or public access to the beach;
2. The cable communications system shall not be utilized for any private or commercial purpose, or for any purpose other than defense communications, without the prior approval of the Philippine Government;
3. In accordance with the spirit of Article XXV of the Philippine-United States Military Bases Agreement, the United States shall not transfer its rights and interests in the cable communications system to any third power or to any private person, entity or commercial concern without the prior consent of the Philippine Government;

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[1] TIAS 1775; 61 Stat. 4021.

4. The right of the United States to use the cable communications system shall be co-terminus with the Philippine-United States Military Bases Agreement, or any revision or replacement thereof, unless sooner terminated or extended by mutual agreement,

5. Upon termination of the United States' right to use the cable communications system, all rights and interests of the United States in the system shall, to the extent not covered in Article XVII of the Philippine-United States Military Bases Agreement, be the subject of talks between the two Governments.

If the foregoing is acceptable to the Government of the Republic of the Philippines, the Embassy proposes that this note and the Department's reply indicating concurrence shall constitute an agreement between the two Governments.

The Embassy avails itself of this opportunity to renew to the Department the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
Manila, December 21, 1970.

The Philippine Department of Foreign Affairs to the American Embassy

REPUBLIKA NG PILIPINAS
KAGAWARAN NG SULIRANING PANLABAS
MAYNILA

No. 71-61

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to the Embassy's note No. 798 dated 21 December 1970 which reads as follows

"The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Republic of the Philippines and has the honor to refer to Article III, subparagraphs 2(d) and 2(e) of the Philippine-United States Military Bases Agreement setting forth the right of the United States to acquire rights of way for, and to construct, communications facilities including submarine and subterranean cables at United States bases, and to discussions which have taken place between representatives of our two Governments regarding the installation of a submarine cable from Southern Taiwan, Republic of China, with a terminal facility at the United States Navy

Communications Station, San Miguel, Zambales, and to confirm the understandings reached as a result of these discussions as follows:

"1. In its approach to the shore at San Miguel Communications Station, the cable will remain on or under the floor of the sea and will not interfere with fishing, navigation, or public access to the beach;

"2. The cable communications system shall not be utilized for any private or commercial purpose, or for any purpose other than defense communications, without the prior approval of the Philippine Government;

"3. In accordance with the spirit of Article XXV of the Philippine-United States Military Bases Agreement, the United States shall not transfer its rights and interests in the cable communications system to any third power or to any private person, entity or commercial concern without the prior consent of the Philippine Government;

"4. The right of the United States to use the cable communications system shall be coterminus with the Philippine-United States Military Bases Agreement, or any revision or replacement thereof, unless sooner terminated or extended by mutual agreement;

"5. Upon termination of the United States' right to use the cable communications system, all rights and interests of the United States in the system shall, to the extent not covered in Article XVII of the Philippine-United States Military Bases Agreement, be the subject of talks between the two Governments.

"If the foregoing is acceptable to the Government of the Republic of the Philippines, the Embassy proposes that this note and the Department's reply indicating concurrence shall constitute an agreement between the two Governments.

"The Embassy avails itself of this opportunity to renew to the Department the assurances of its highest consideration."

The Department wishes to inform the Embassy that the United States proposal is acceptable to the Philippine Government and that the Embassy's note and this reply shall constitute an agreement on the matter.

The Department avails itself of this opportunity to renew to the Embassy the assurances of its highest consideration.

MANILA, *6 January 1971*

UNION OF SOVIET SOCIALIST REPUBLICS

Embassy Sites

Agreement extending certain deadlines specified in the agreement of May 16, 1969.
Effected by exchange of notes
Dated at Moscow February 12 and 24, 1971;
Entered into force February 24, 1971;
Effective February 5, 1971.

The Soviet Ministry of Foreign Affairs to the American Embassy

МИНИСТЕРСТВО
ИНОСТРАННЫХ ДЕЛ СССР

№ 7/осща

Министерство Иностранных Дел Союза Советских Социалистических Республик, ссылаясь на ноту Посольства Соединенных Штатов Америки № 98 от 4 февраля 1971 года, а также на предыдущий обмен нотами между Министерством и Посольством по вопросу о продлении 120-дневных сроков, определенных Статьей IУ и Параграфом I Статьи УШ Соглашения между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки о взаимном предоставлении в бесплатное пользование земельных участков в Москве и Вашингтоне, предлагает, чтобы истекший 5 февраля 1971 года продленный срок был продлен на дополнительный период в 90 дней.

Если данное предложение приемлемо для Посольства, Министерство предлагает, чтобы настоящая нота Министерства и ответная нота Посольства зафиксировали соглашение по этому вопросу, которое вступит в силу со дня окончания предыдущего продления вышеупомянутых 120-дневных сроков.

Москва, 12 февраля 1971 года

[SEAL]

ПОСОЛЬСТВУ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ

г.МОСКВА

Translation

MINISTRY OF FOREIGN AFFAIRS
OF THE U.S.S.R.

No. 7/USA

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics, referring to note no. 98 of the Embassy of the United States of America, dated February 4, 1971,[1] and also to the previous exchange of notes between the Ministry and the Embassy[2] concerning the extension of the 120-day deadlines specified in Article IV and Paragraph 1 of Article VIII of the Agreement between the Union of Soviet Socialist Republics and the Government of the United States of America on the Reciprocal Allocation for Use Free of Charge of Plots of Land in Moscow and Washington,[3] proposes that the period of extension which expires on February 5, 1971 be extended for an additional 90-day period.

If this suggestion is acceptable to the Embassy, the Ministry proposes that the present note of the Ministry and the note of reply of the Embassy constitute an agreement on this question, with entry into force on the date of the expiry of the previous extension of the above-mentioned 120-day deadlines.

Moscow, *February 12, 1971*

[SEAL]

To the Embassy of the
United States of America

[1] Not printed.
[2] TIAS 6956; 21 UST 2093.
[3] TIAS 6693; 20 UST 789.

The American Embassy to the Soviet Ministry of Foreign Affairs

No. 116

The Embassy of the United States of America, referring to note No. 7/USA of the Ministry of Foreign Affairs of the Union of Soviet Socialist Republics dated February 12, 1971 and to the previous exchange of notes between the Embassy and the Ministry of Foreign Affairs providing for the extension for 180 days of the 120-day deadlines specified in Article IV and Paragraph 1 of Article VIII of the AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS ON THE RECIPROCAL ALLOCATION FOR USE FREE OF CHARGE OF PLOTS OF LAND IN MOSCOW AND WASHINGTON, signed in Moscow on May 16, 1969, agrees to the proposal of the Ministry for a further extension for 90 days of the 120-day deadlines mentioned above.

The Embassy further agrees that Ministry note No. 7/USA and the present note of the Embassy constitute an agreement between the Parties on this subject, this agreement coming into force on the date of the expiry of the 180-day extension of the above-mentioned 120-day deadlines.

EMBASSY OF THE UNITED STATES OF AMERICA,
Moscow, February 24, 1971.

INDONESIA

Agricultural Commodities

Agreement amending the agreement of June 17, 1970.
Effected by exchange of notes
Signed at Djakarta December 17, 1970;
Entered into force December 17, 1970.

The American Ambassador to the Indonesian Minister of Foreign Affairs

No. 2175 DJAKARTA, *December 17, 1970*

EXCELLENCY

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on June 17, 1970,[1] and to propose it be amended as follows

A. Part II, Item I, Commodity Table Change "year" to "years" and "1970" to "1970–1971."
B. Part II, Item IV A, Export Limitations Change "CY 1970" to "CY's 1970–1971."

All other terms and conditions of the June 17, 1970, Agreement remain the same.

If the foregoing is acceptable to your Government, I 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.

F J GALBRAITH

[SEAL]

His Excellency
ADAM MALIK,
Minister of Foreign Affairs,
Djakarta.

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[1] TIAS 7003, 21 UST 2638.

The Indonesian Head of Secretariat for the Directorate-General of Foreign Economic Relations to the American Ambassador

DEPARTMENT OF FOREIGN AFFAIRS
REPUBLIC OF INDONESIA

No. D 0921/70/24 DJAKARTA, *December 17, 1970*

EXCELLENCY,

I have the honour to acknowledge receipt of Your Note dated December 17, 1970 no. 2175 which reads as follows

"I have the honour to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on June 17, 1970, and to propose it be amended as follows

A. Part II, Item I, Commodity Table Change "year" to "years" and "1970" to "1970–1971"

B. Part II, Item IV A, Export Limitations Change "CY 1970" to "CY's 1970–1971"

All other terms and conditions of the June 17, 1970 Agreement remain the same.

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

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

I have the honour to confirm acceptance of the proposed arrangements as described in Your Note and agree that Your Note and this reply thereto shall constitute an integral part of the June 17, 1970 agreement between our two Governments effective from the date of this Note.

Please, Excellency, accept the assurance of my highest consideration.

SOENADI

[SEAL]

His Excellency FRANCIS J GALBRAITH
Ambassador Extraordinary and Plenipotentiary of the United States of America.

COSTA RICA

Military Group

Agreement extending the agreement of December 10, 1945, as amended and extended.
Effected by exchange of notes
Signed at San José January 20 and 21, 1971;
Entered into force January 21, 1971;
Effective December 10, 1970.

The Costa Rican Minister of Foreign Relations to the American Ambassador

REPUBLICA DE COSTA RICA
MINISTERIO DE RELACIONES EXTERIORES Y CULTO
DIRECCION GENERAL DE ASUNTOS EXTERIORES

Nº 63252-AE. SAN JOSÉ, *20 de enero de 1971*

EXCELENTÍSIMO SEÑOR.

Tengo el honor de reconocer los eficientes servicios que "El Grupo Militar" de los Estados Unidos de América ha prestado a nuestro país.

El Gobierno de Costa Rica, conciente de que necesita en estos momentos y en el futuro asesoramiento del "Grupo Militar" dicho, para prevenir y evitar así acontecimientos inesperados, desea que el "Acuerdo entre el Gobierno de Costa Rica y el Gobierno de Estados Unidos de América para Constituir una Misión Militar en la República de Costa Rica", suscrito en Washington el 10 de diciembre de 1945, sea prorrogado por un nuevo período de cinco años a partir del 10 de diciembre de 1970.

Aprovecho la oportunidad para renovar a Vuestra Excelencia seguridades de mi más alta y distinguida consideración,

GONZALO J FACIO

Gonzalo J. Facio
Ministro de Relaciones Exteriores

Excelentísimo Señor
WALTER C. PLOESER
Embajador de los Estados Unidos de América
Ciudad.

Translation

REPUBLIC OF COSTA RICA
MINISTRY OF FOREIGN RELATIONS AND WORSHIP
BUREAU OF FOREIGN AFFAIRS

No. 63252-AE

SAN JOSÉ, *January, 20, 1971*

EXCELLENCY:

I have the honor to acknowledge the efficient services that the United States Military Group has provided our country

The Government of Costa Rica, aware that it needs the advisory services of the aforesaid Military Group, at this time and in the future in order to foresee and thus to ward off unexpected events, would like the AGREEMENT BETWEEN THE GOVERNMENT OF COSTA RICA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA TO CONSTITUTE A MILITARY MISSION TO THE REPUBLIC OF COSTA RICA, signed in Washington on December 10, 1945, [1] to be extended for an additional period of five years beginning December 10, 1970.

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

GONZALO J FACIO

Gonzalo J Facio
Minister of Foreign Relations

His Excellency
WALTER C. PLOESER,
Ambassador of the
United States of America,
San José.

The American Ambassador to the Costa Rican Minister of Foreign Relations

No. 28

SAN JOSÉ, *January 21, 1971*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note No. 63252–AE, dated January 20, 1971, in which it is requested that the United States agree to renewing without further change for an additional period of five years, effective December 10, 1970, the agreement between the Governments of the United States of America and the Republic of Costa Rica, signed December 10, 1945, as ex-

[1] EAS 486, TIAS 2079, 4595, 4795, 5998, 59 Stat. 1682; 1 UST 445, 11 UST 2227, 12 UST 901, 17 UST 531.

tended and amended, providing for the assignment of a United States Military Group to Costa Rica.

I wish to inform Your Excellency that the Government of the United States is agreeable to this requested extension of the United States Military Group Agreement. I have the further honor to state that my government regards Your Excellency's note and the present note as constituting an agreement between our two governments for the renewal of the Military Group Agreement of December 10, 1945, as amended, for an additional period of five years, effective December 10, 1970.

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

WALTER C. PLOESER

His Excellency,
LICENCIADO GONZALO FACIO SEGREDA,
Minister of Foreign Relations,
San José.

IRAN

Military Mission

Agreement extending the agreement of November 27, 1943, as amended and extended.
Effected by exchange of notes
Dated at Tehran February 8 and 16, 1971,
Entered into force February 16, 1971.

The Iranian Ministry of Foreign Affairs to the American Embassy

اداره حقوقی
شماره ۳۹۶۹/۱۸
تاریخ ۴۹/۱۱/۱۹
پیوست

وزارت امور خارجه

یادداشت

وزارت امور خارجه شاهنشاهی تعارفات خود را بسفارت ممالک متحده آمریکا اظهار و احتراما " باستحضار میرساند .

مقامات مربوطه دولت شاهنشاهی مایلند موافقت نامه مربوط به حد مستشاران آمریکائی در ژاندارمری مورخ ۲۷ نوامبر ۱۹۴۳ از اول فروردین ۱۳۵۰ (۲۱ مارس ۱۹۷۰) برای مدت یکسال دیگر تمدید گردد .

خواهشمند است دستور فرمایند — چنانچه تمدید اعتبار موافقت نامه مذکور مورد موافقت مقامات مربوطه دولت متبوع آن سفارت قرار دارد — مراتب باطلاع وزارت امور خارجه رسانیده شود .

موقع را برای تجدید احترامات فائقه مغتنم میشمارد .

[SEAL]

سفارت ممالک متحده آمریکا — تهران

Translation

MINISTRY OF FOREIGN AFFAIRS

LEGAL SECTION
No. 3939/18

19 BAHMAN, 1349
(Corresponding to FEBRUARY 8, 1971)

Note

The Imperial Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America, and has the honor to inform the Embassy of the desire of the appropriate Imperial authorities for the renewal of the Agreement on the service of the American Advisory Mission with the General Gendarmerie Administration, which was concluded on November 27, 1943,[1] for a period of another year beginning on 1 Favardin, 1350 (March 21, 1971)

It is desired that the Imperial Ministry of Foreign Affairs be notified of the concurrence of the United States Government in the renewal of the aforementioned agreement through its Embassy here.

With renewed assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
Tehran.

The American Embassy to the Iranian Ministry of Foreign Affairs

No. 85

The Embassy of the United States of America presents its compliments to the Imperial Ministry of Foreign Affairs and has the honor to refer to the Ministry's Note No. 6969/18 of February 8, 1971 expressing the desire of the Imperial Iranian Government to renew the Agreement on the service of American advisors with the Imperial Iranian Gendarmerie for an additional period of one year beginning March 21, 1971.

The Embassy hereby informs the Ministry that the United States Government concurs in the renewal of that agreement for the period of one year beginning March 21, 1971.

The Embassy avails itself of the opportunity to renew to the Imperial Ministry of Foreign Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
Tehran, February 16, 1971.

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[1] EAS 361, TIAS 1941, 6594, 6970; 57 Stat. 1262, 62 Stat. 3843, 19 UST 7511, 21 UST 2205.

IRAN

Military Mission

Agreement extending the agreement of October 6, 1947, as amended and extended.
Effected by exchange of notes
Dated at Tehran November 7, 1970, and January 18, 1971,
Entered into force January 18, 1971.

The Iranian Ministry of Foreign Affairs to the American Embassy

اداره حقوقی
شماره ۵۰۱۵،۱۸
تاریخ ۱۳ / ۸ / ۴۹
پیوست

وزارت امور خارجه

یادداشت

وزارت امور خارجه شاهنشاهی تعارفات خود را به سفارت ممالک متحده آمریکا اظهار و احتراماً اشعار میدارد .

بطوریکه استحضار دارند — مدت خدمت هیئت مستشاران ارتش آمریکا در ارتش شاهنشاهی ایران در تاریخ ۲۹ اسفند ماه ۱۳۴۹ (۲۰ مارس ۱۹۷۱) خاتمه می‌یابد .

لذا در اجرای ماده ۳ موافقت نامه بین دولت شاهنشاهی ایران و دولت ممالک متحده آمریکا مورخ ۱۳ مهر ۱۳۲۶ (۶ اکتبر ۱۹۴۷) درباره خدمت میسیون نظامی آمریکا در ایران بدینوسیله مراتب تمایل دولت شاهنشاهی ایران مبنی بر تمدید موافقت نامه فوق و ادامه خدمت مستشاران نظامی آمریکا را برای مدت یکسال دیگر از اول فروردین ۱۳۵۰ (۲۱ مارس ۱۹۷۱) اعلام میدارد .

خواهشمند است دستور فرمایند نظر دولت متبوع آن سفارت را — درخصوص ادامه خدمت مستشاران نامبرده بوزارت امورخارجه اعلام نمایند .

موقع را برای تجدید احترامات فائقه مغتنم میشمارد .

[SEAL]

سفارت ممالک متحده آمریکا — تهران

66-169 O 72 25

Translation

MINISTRY OF FOREIGN AFFAIRS

LEGAL SECTION

No. 5015/18

16 ABAN, 1349
(Corresponding to Nov 7, 1970)

Note

The Imperial Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America, and has the honor to state that, as understood, the period of service of the American Military Advisory Mission with the Imperial Armed Forces terminates on 29 Isfand, 1349 [March 20, 1971].

Therefore, by virtue of Article 3 of the Agreement concluded on 13 Meher, 1326 [October 6, 1947] [1] between the Imperial Government of Iran and the Government of the United States of America with respect to the services of the American Military Mission in Iran, the Imperial Government of Iran hereby expresses its desire to extend the Agreement of the aforesaid mission for a period of another year beginning on Farvardin 1, 1350 [March 21, 1971].

It will be very grateful if the Government of the United States of America will notify through its Embassy the Imperial Ministry of Foreign Affairs of its concurrence in extending the period of service of said advisers as set forth above.

With renewed assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
Tehran.

The American Embassy to the Iranian Ministry of Foreign Affairs

No. 33

The Embassy of the United States of America presents its compliments to the Imperial Ministry of Foreign Affairs and has the honor to refer to the Ministry's Note no. 5015/18 of November 7, 1970

[1] TIAS 1666, 1924, 2068, 6594, 6886, 61 Stat. 3306, 63 Stat. 2430, 1 UST 415, 19 UST 7511, 21 UST 1320.

expressing the desire of the Imperial Iranian Government to extend the Agreement of October 6, 1947 concerning the United States Military Mission in Iran for the period of one year beginning March 21, 1971.

The Embassy hereby informs the Ministry that the United States Government concurs in the extension of that agreement for the period of one year beginning March 21, 1971.

The Embassy avails itself of the opportunity to renew to the Imperial Ministry of Foreign Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
Tehran, January 18, 1971

BRAZIL

Trade in Cotton Textiles

Agreement effected by exchange of notes
Signed at Washington October 23, 1970;
Entered into force October 23, 1970;
Effective October 1, 1970.

The Secretary of State to the Brazilian Ambassador

DEPARTMENT OF STATE
WASHINGTON
October 23, 1970

EXCELLENCY:

I have the honor to refer to the recent discussions between our two Governments concerning the export of cotton textiles from Brazil to the United States. As a result of these discussions, I have the honor to propose the following agreement relating to trade in cotton textiles between Brazil and the United States:

1. The term of this Agreement shall be from October 1, 1970 through September 30, 1975. During the term of this agreement the Government of the Federative Republic of Brazil shall limit annual exports of cotton textiles from Brazil to the United States to aggregate, group, and specific limits at the levels specified in the following paragraphs.

2. For the first agreement year, constituting the 12-month period beginning October 1, 1970, the aggregate limit shall be 75 million square yards equivalent.

3. Within the aggregate limit, the following group limits shall apply for the first agreement year:

	In Square Yards Equivalent
Group I (Categories 1–4)	30 million
Group II (Categories 5–27)	39 million
Group III (Categories 28–64)	6 million

4. Within the aggregate limit and the applicable group limits, the following specific limits shall apply for the first agreement year:

	In Units	In Square Yards Equivalent
A. Group I		
Category		
1 through 4	6,521,739 pounds	30.0 million
B. Group II		
Category		
9		12.0 million
18/19/26 (printcloth)		10.5 million
26 (duck)/27 (duck)		2.5 million
26 (other than duck and printcloth)/27 (other than duck)		6.5 million
22/23		4.5 million
24		2.0 million
C. Group III		
Category		
30/31 except shop-towels	5,747,126 pieces	2.0 million
50	39,332 dozen	0.7 million
51	33,714 dozen	0.6 million
55	13,725 dozen	0.7 million
64 terry	217,391 pounds	1.0 million

5. Within the aggregate limit, group limits may be exceeded by not more than five percent. Within the applicable group limits, as they may be adjusted under this provision, specific limits may be exceeded by not more than five percent.

6. Categories not given specific limits are subject to consultation levels and to the group and aggregate limits. In the event the Government of the Federative Republic of Brazil wishes to permit exports to the United States in any category during any agreement year in excess of the applicable consultation level, the Government of the Federative Republic of Brazil shall request consultations with the Government of the United States of America on this question and the Government of the United States of America shall enter into such consultations. Until agreement on a different level of exports is reached, the Government of the Federative Republic of Brazil shall limit its exports in the category in question to the consultation level. For the first agreement year, the consultation level for each category not given a specific limit shall be 500,000 square yards equivalent in categories 1–38 and category 64 (other than terry) and 350,000 square yards equivalent in categories 39–63.

7 Cotton textiles in categories 9, 19, and 26 (other than duck) exported from Brazil prior to October 1, 1970 which are entered or withdrawn from warehouse for consumption in the United States on or after October 1, 1970, shall be subject to limitations in the present agreement applicable to the first agreement year.

8. In the second and any succeeding 12-month period for which this agreement is in effect, the level of exports permitted under each limitation in the agreement shall be increased by five percent of the corresponding level for the preceding 12-month period, the latter level not to include any adjustments under paragraph 5 or 9.

9. (a) For any agreement year immediately following a year of shortfall (i.e. a year in which cotton textile exports from Brazil to the United States were below the aggregate limit and any group and specific limits applicable to the category concerned) the Government of the Federative Republic of Brazil may permit exports to exceed these limits by carryover in the following amounts and manner·

(i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit, and shall not exceed five percent of the aggregate limit or five percent of the applicable group limit in the year of the shortfall,

(ii) In the case of shortfalls in categories subject to specific limits, the carryover shall be used in the same category in which the shortfall occurred, shall not exceed five percent of the specific limit applicable to the category in the year of the shortfall, and shall be in addition to the exports permitted by paragraph 5,

(iii) In the case of shortfalls not attributable to categories subject to specific limits, the carryover shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 5 and shall be subject to the provisions of paragraph 6.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 5.

10. The Government of the Federative Republic of Brazil shall use its best efforts to space exports from Brazil to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

11. The Government of the United States of America shall promptly supply the Government of the Federative Republic of Brazil with data on monthly imports of cotton textiles from Brazil, and the Government of the Federative Republic of Brazil shall promptly supply the Government of the United States of America with data on monthly exports of cotton textiles to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

12. In implementing this agreement, the system of categories and the rates of conversion into square yard equivalents listed in the annex hereto shall apply In any situation where the determination of an article to be a cotton textile is in question, the chief value criterion used by the Government of the United States of America shall apply

13. The Government of the Federative Republic of Brazil and the Government of the United States of America agree to consult on any question arising in the implementation of this agreement.

14. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this agreement, including differences in points of procedure or operation.

15. If the Government of the Federative Republic of Brazil considers that, as a result of limitations specified in this agreement, Brazil is being placed in an inequitable position vis-a-vis a third country, the Government of the Federative Republic of Brazil may request consultation with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification of this agreement.

16. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 or 6(c) of the Long-Term Arrangement Regarding International Trade in Cotton Textiles[1] to request restraint on the export of cotton textiles from Brazil to the United States.

17 The Government of the United States may assist the Government of the Federative Republic of Brazil in implementing the limitation provisions of this agreement by controlling imports of cotton textiles covered by the agreement.

18. Either Government may terminate this agreement effective at the end of any agreement year by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this agreement.

If the foregoing proposal is acceptable to the Government of the Federative Republic of Brazil, this note and Your Excellency's note of confirmation on behalf of the Government of the Federative Republic of Brazil shall constitute an agreement between the Government of the Federative Republic of Brazil and the Government of the United States of America.

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

For the Secretary of State:

PHILIP H. TREZISE

His Excellency
MOZART GURGEL VALENTE
Brazilian Ambassador

[1] TIAS 5240, 6289, 6940; 13 UST 2675; 18 UST 1337, 21 UST 1970.

ANNEX

Category Number	Description	Unit	Conversion Factor to Syds.
1	Cotton Yarn, carded, singles	lbs.	4. 6
2	Cotton Yarn, carded, plied	lbs.	4. 6
3	Cotton Yarn, combed, singles	lbs.	4. 6
4	Cotton Yarn, combed, plied	lbs.	4. 6
5	Gingham, carded	Syds.	Not required
6	Gingham, combed	Syds.	Not required
7	Velveteen	Syds.	Not required
8	Corduroy	Syds.	Not required
9	Sheeting, carded	Syds.	Not required
10	Sheeting, combed	Syds.	Not required
11	Lawns, carded	Syds.	Not required
12	Lawns, combed	Syds.	Not required
13	Voile, carded	Syds.	Not required
14	Voile, combed	Syds.	Not required
15	Poplin and Broadcloth, carded	Syds.	Not required
16	Poplin and Broadcloth, combed	Syds.	Not required
17	Typewriter ribbon cloth	Syds.	Not required
18	Print cloth, shirting type, 80 x 80 type, carded	Syds.	Not required
19	Print cloth, shirting type, other than 80 x 80 type, carded	Syds.	Not required
20	Shirting, Jacquard or dobby, carded	Syds.	Not required
21	Shirting, Jacquard or dobby, combed	Syds.	Not required
22	Twill and sateen, carded	Syds.	Not required
23	Twill and sateen, combed	Syds.	Not required
24	Woven fabric, n.e.s., yarn dyed, carded	Syds.	Not required
25	Woven fabric, n.e.s., yarn dyed, combed	Syds.	Not required
26	Woven fabric, n.e.s., other, carded	Syds.	Not required
27	Woven fabric, n.e.s., other, combed	Syds.	Not required
28	Pillowcases, not ornamented, carded	Numbers	1. 084
29	Pillowcases, not ornamented, combed	Numbers	1. 084
30	Towels, dish	Numbers	348
31	Towels, other	Numbers	348
32	Handkerchiefs, whether or not in the piece	Dozen	1. 66
33	Table damask and manufactures	lbs.	3. 17
34	Sheets, carded	Numbers	6. 2
35	Sheets, combed	Numbers	6. 2
36	Bedspreads and quilts	Numbers	6. 9
37	Braided and woven elastic	lbs.	4. 6
38	Fishing nets and fish netting	lbs.	4. 6
39	Gloves and mittens	Dozen	3. 527
40	Hose and half hose	Doz. prs.	4. 6
41	T-shirts, all white, knit, men's and boys'	Dozen	7. 234
42	T-shirts, other knit	Dozen	7. 234
43	Shirts, knit, other than T-shirts and sweatshirts	Dozen	7. 234
44	Sweaters and cardigans	Dozen	36. 8
45	Shirts, dress, not knit, men's and boys'	Dozen	22. 186
46	Shirts, sport, not knit, men's and boys'	Dozen	24. 457
47	Shirts, work, not knit, men's and boys'	Dozen	22. 186
48	Raincoats, ¾ length or longer, not knit	Dozen	50. 0
49	Coats, other, not knit	Dozen	32. 5
50	Trousers, slacks, and shorts (outer), not knit, men's and boys'	Dozen	17. 797

Category Number	Description	Unit	Conversion Factor to Syds.
51	Trousers, slacks and shorts (outer) not knit, women's, girls' and infants'	Dozen	17. 797
52	Blouses, not knit	Dozen	14. 53
53	Dresses (including uniforms) not knit	Dozen	45. 3
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc., not knit, n.e.s.	Dozen	25. 0
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, housecoats, and dusters, not knit	Dozen	51. 0
56	Undershirts, knit, men's and boys'	Dozen	9. 2
57	Briefs and undershorts, men's and boys'	Dozen	11. 25
58	Drawers, shorts and briefs, knit, n.e.s.	Dozen	5. 0
59	All other underwear, not knit	Dozen	16. 0
60	Pajamas and other nightwear	Dozen	51. 95
61	Brassieres and other body supporting garments	Dozen	4. 75
62	Wearing apparel, knit, n.e.s.	lbs.	4. 6
63	Wearing apparel, not knit, n.e.s.	lbs.	4. 6
64	All other cotton textiles	lbs.	4. 6

The Brazilian Ambassador to the Secretary of State

EMBAIXADA DOS ESTADOS UNIDOS DO BRAZIL

WASHINGTON, D.C.,
em 23 de outubro de 1970

N° 364/845.2(22)(42)

Excelência.

Tenho a honra de acusar recebimento da Nota de Vossa Excelência, datada de 23 de outubro de 1970, na qual o Govêrno dos Estados Unidos da América propõe a conclusão de um acôrdo sôbre a exportação brasileira de têxteis de algodão para os Estados Unidos, e cujo teor, traduzido para o português, transcrevo na íntegra, a seguir:

"Excelência.

Tenho a honra de referir-me às discussões recentes entre nossos dois Governos a respeito de exportações de têxteis de algodão do Brasil para os Estados Unidos. Como resultado dessas discussões, tenho a honra de propor o seguinte acôrdo relativo ao comércio de têxteis de algodão entre a República Federativa do Brasil e os Estados Unidos da América.

1. A duração dêste Acôrdo será de 1 de outubro de 1970 a 30 de setembro de 1975. No período de duração dêsse Acôrdo o Govêrno da República Federativa do Brasil limitará as exportações anuais de têxteis de algodão do Brasil para os Estados Unidos da América dentro de limite agregado, de grupo e específicos em níveis determinados nos parágrafos seguintes.

2. Para o primeiro ano do acôrdo, constituído pelo período de doze meses iniciado a 1 de outubro de 1970, o limite agregado será o equivalente a 75 milhões de jardas quadradas.

3. Dentro do limite agregado, os seguintes limites de grupo serão aplicados para o primeiro ano do acôrdo.

	Equivalente em jardas quadradas
Grupo I (Categorias 1–4)	30 milhões
Grupo II (Categorias 5–27)	39 milhões
Grupo III (Categorias 28–64)	6 milhões

4. Dentro do limite agregado e dos limites de grupo aplicáveis, serão aplicados os seguintes limites específicos para o primeiro ano do acôrdo

	Em unidades	Equivalente em jardas quadradas
A. Grupo I		
Categorias		
1 a 4	6.521.739 libras pêso	30 milhões
B. Grupo II		
Categorias		
9		12 milhões
18/19/26 ("printcloth")		10,5 milhões
26 ("duck")/27 ("duck")		2,5 milhões
26 ("other than duck and printcloth")/ 27 ("other than duck")		6,5 milhões
22/23		4,5 milhões
24		2,0 milhões
C. Grupo III		
Categorias		
30/31 exceto "shop-towels"	5.747.126 peças	2,0 milhões
50	39.332 dúzias	0,7 milhões
51	33.714 dúzias	0,6 milhões
55	13.725 dúzias	0,7 milhões
64 "terry"	217.391 l.p.	1,0 milhões

5. Dentro do limite agregado, os limites de grupo não poderão ser excedidos em mais de cinco por cento. Dentro dos limites de grupo aplicáveis e consoante os ajustes previstos neste parágrafo, os limites específicos não poderão ser excedidos em mais de cinco por cento.

6. As categorias às quais não foram impostos limites específicos estão sujeitas a níveis de consulta, aos limites de grupo e ao limite agregado. No caso de o Govêrno da República Federativa do

Brasil desejar permitir exportações para os Estados Unidos em qualquer categoria, durante qualquer ano do Acôrdo, em excesso do nível de consulta aplicável, o Govêrno da República Federativa do Brasil solicitará a realização de consultas com o Govêrno dos Estados Unidos da América sôbre esta questão e o Govêrno dos Estados Unidos da América deverá entrar em tais consultas. Até que se chegue a um acôrdo sôbre um nível diferente de exportações, o Govêrno da República Federativa do Brasil limitará suas exportações, dentro da categoria em questão, ao nível de consulta. Para o primeiro ano do Acôrdo o nível de consulta para cada categoria não submetida a uma categoria específica será o equivalente a 500.000 jardas quadradas nas categorias la 38 e 64 (other than terry), e o equivalente a 350.000 jardas quadradas nas categorias 39 a 63.

7 Os têxteis de algodão nas categorias 9, 19 e 26 ("other than duck") exportados do Brasil antes de 1 de outubro de 1970, que entraram nos Estados Unidos ou que alí foram retirados do armazem alfandegario para consumo no dia 1 de outubro de 1970 ou após essa data, estarão sujeitos às limitações do presente Acórdo aplicáveis ao primeiro ano do Acôrdo.

8. No segundo ano e em cada período subseqüente de 12 mêses para os quais êste Acôrdo esteja em vigor, o nível de exportações permitido dentro de cada limitação será elevado em cinco por cento sôbre o nível correspondente vigente para o período de 12 mêses imediatamente anterior, não incluindo êste último nível nenhum ajustamento dentro dos parágrafos 5 ou 9.

9. a) Para qualquer ano do Acôrdo imediatamente subseqüente a um ano de inadimplemento (isto é, um ano em que as exportações brasileiras de têxteis de algodão estiveram abaixo do limite agregado e dos limites de cada grupo e dos limites específicos aplicáveis à categoria em questão) o Govêrno da República Federativa do Brasil poderá permitir que as exportações excedam êstes limites pela transferência de saldo nas seguintes quantidades e maneira.

i) A transferência não excederá a quantidade do inadimplemento quer no limite agregado quer em qualquer grupo aplicável ou em limites específicos, e não excederá cinco por cento do limite agregado ou cinco por cento do limite aplicável de grupo no ano do inadimplemento,

ii) No caso do inadimplemento em categorias sujeitas a limites específicos, a transferência será usada na mesma categoria em que ocorrer o inadimplemento, não excederá cinco por cento do limite específico aplicável à categoria no ano de inadimplemento, e será adicional às exportações permitidas no parágrafo 5,

iii) No caso do inadimplemento não atribuível a categorias sujeitas a limites específicos, a transferência não será usada para exceder nenhum limite específico aplicável a não ser em consonância com o disposto no parágrafo 5 e estará sujeita ao disposto no parágrafo 6.

b) Os limites referidos no subparágrafo (a) dêste parágrafo não incluem nenhum ajustamento previsto neste parágrafo ou no parágrafo 5.

10. O Govêrno da República Federativa do Brasil procurará espaçar ao máximo com regularidade ao longo do ano do Acôrdo as exportações do Brasil para os Estados Unidos dentro de cada categoria, levando em consideração fatôres estacionais normais.

11. O Govêrno dos Estados Unidos da América fornecerá prontamente ao Govêrno da República Federativa do Brasil dados sôbre as importações mensais de têxteis de algodão do Brasil, e o Govêrno da República Federativa do Brasil fornecerá prontamente ao Govêrno dos Estados Unidos da América dados referentes às exportações mensais de têxteis de algodão para os Estados Unidos. Cada Govêrno concorda em fornecer prontamente quaisquer outros dados estatísticos pertinentes e disponíveis que sejam solicitados pelo outro Govêrno.

12. Na implementação dêste Acôrdo, será aplicado o sistema de categorias e taxas de conversão em equivalente a jardas quadradas enumerados no anexo. Em qualquer situação em que a determinação de um artigo como têxtil de algodão fôr questionada será empregado o critério de valor principal aplicado pelos Estados Unidos.

13. O Govêrno da República Federativa do Brasil e o Govêrno dos Estados Unidos da América concordam em consultar-se a respeito de qualquer questão decorrente da implementação dêste Acôrdo.

14. Podem ser concluídos acôrdos ou ajustes administrativos mùtuamente satisfatórios para resolver problemas menores decorrentes da implementação dêste Acôrdo, incluindo diferenças em pontos de procedimento ou de funcionamento.

15. Se o Govêrno da República Federativa do Brasil considerar que, em decorrência das limitações especificadas neste Acôrdo, o Brasil está sendo colocado em uma posição desfavorável em relação a um terceiro país, o Govêrno da República Federativa do Brasil pode solicitar a realização de consultas com o Govêrno dos Estados Unidos da América com vistas à adoção de medidas corretivas apropriadas tais como uma modificação razoável dêste Acôrdo.

16. No período de duração dêste Acôrdo, o Govêrno dos Estados Unidos da América não invocará os dispositivos do Artigo 3 ou 6 (c) do Acôrdo a Longo Prazo sôbre o Comércio Internacional de

Têxteis de Algodão para solicitar restrições sôbre as exportações de têxteis de algodão do Brasil para os Estados Unidos da América.

17 O Govêrno dos Estados Unidos pode cooperar com o Govêrno da República Federativa do Brasil na implementação dos dispositivos limitativos dêste Acôrdo através do contrôle das importações de têxteis cobertas por êste Acôrdo.

18. Cada um dos Governos pode terminar êste Acôrdo ao fim de qualquer ano do Acôrdo através de comunicação escrita ao outro Govêrno a ser feita pelo menos 90 dias antes do fim dêsse ano do Acôrdo. Cada um dos Governos pode, a qualquer tempo propor revisões nos têrmos dêste Acôrdo.

Se a proposta acima fôr aceitável ao Govêrno da República Federativa do Brasil esta Nota e a Nota de Vossa Excelência de confirmação, em nome do Govêrno da República Federativa do Brasil, constituirão um Acôrdo entre o Govêrno da República Federativa do Brasil e o Govêrno dos Estados Unidos da América.

Queira Vossa Excelência aceitar os protestos da minha mais alta consideração.

Em nome do Secretário de Estado

PHILIP H. TREZISE"

2. Em resposta, tenho a honra de comunicar a Vossa Excelência que o Govêrno da República Federativa do Brasil está de acôrdo com a proposta apresentada na Nota de Vossa Excelência e que a Nota de Vossa Excelência e esta resposta constituem um Acôrdo entre o Govêrno da República Federativa do Brasil e o Govêrno dos Estados Unidos da América.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

M G VALENTE

Mozart Gurgel Valente
Embaixador

A Sua Excelência
o Senhor WILLIAM P ROGERS
Secretário de Estado dos
Estados Unidos da América.

Translation

EMBASSY OF THE UNITED STATES OF BRAZIL

WASHINGTON, D.C.
October 23, 1970

N° 3641845.2(22)(42)

Excellency,

I have the honor to acknowledge receipt of your Note of October 23, 1970, in which the Government of the United States of America proposes an agreement on the export of Brazilian cotton textiles to the United States, the text of which I transcribe in full, (in its Portuguese version)

[For the English language text, see p. 380.]

2. In reply I have the honor to inform you that the Government of the Federative Republic of Brazil agrees with the proposal set forth in your note and that your note and this reply shall constitute an agreement between our two Governments.

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

M G VALENTE

Mozart Gurgel Valente
Brazilian Ambassador

His Excellency WILLIAM P ROGERS,
Secretary of State of the
United States of America

MULTILATERAL

General Agreement on Tariffs and Trade

Seventh procès-verbal extending the declaration of November 12, 1959, on the provisional accession of Tunisia to the General Agreement.
Done at Geneva December 2, 1970;
Effective with respect to the United States of America and Tunisia December 23, 1970.

GENERAL AGREEMENT ON TARIFFS AND TRADE
ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

SEVENTH PROCES-VERBAL

Extending the Declaration on the Provisional Accession of Tunisia to the General Agreement on Tariffs and Trade

SEPTIEME PROCES-VERBAL

Prorogeant la Validité de la Déclaration Concernant l'Accession Provisoire de la Tunisie a l'Accord Général sur les Tarifs Douaniers et le Commerce

2 December 1970
Geneva

SEVENTH PROCES-VERBAL EXTENDING THE DECLARATION ON THE PROVISIONAL ACCESSION OF TUNISIA TO THE GATT

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", 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 1971"

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. [2]

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 second day of December, one thousand nine hundred and seventy in a single copy in the English and French languages, both texts being authentic.

[1] TIAS 4498, 6828; 11 UST 1538; 21 UST 427

[2] Accepted by Tunisia Dec. 22, 1970, and by the United States Dec. 23, 1970, effective with respect to the United States and Tunisia Dec. 23, 1970.

SEPTIEME PROCES-VERBAL PROROGEANT LA VALIDITE DE LA DECLARATION CONCERNANT L'ACCESSION PROVISOIRE DE LA TUNISIE A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

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 QUE.

1. La validité de la Déclaration est prorogée, la date mentionnée au paragraphe 6 étant remplacée par la date du "31 décembre 1971"

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 on 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 deux décembre mil neuf cent soixante-dix, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi.

TIAS 7072

66-169 O 72 26

For the Argentine Republic	*Pour la Republique Argentine*
For the Commonwealth of Australia.	*Pour le Commonwealth d'Australie*
For the Republic of Austria	*Pour la Republique d'Autriche*
For Barbados	*Pour la Barbade*
For the Kingdom of Belgium	*Pour le Royaume de Belgique*
For the Federative Republic of Brazil	*Pour la Republique féderative du Bresil*
For the Union of Burma	*Pour l'Union birmane*
For the Republic of Burundi	*Pour la Republique du Burundi*
For the Federal Republic of Cameroon.	*Pour la Republique fédérale du Cameroun.*
For Canada.	*Pour le Canada.*
For the Central African Republic	*Pour la Republique centrafricaine*
For Ceylon.	*Pour Ceylan*
For the Republic of Chad	*Pour la Republique du Tchad.*
For the Republic of Chile	*Pour la République du Chili*
For the Republic of the Congo (Brazzaville)	*Pour la Republique du Congo (Brazzaville)*
For the Republic of Cuba	*Pour la Republique de Cuba.*
For the Republic of Cyprus	*Pour la Republique de Chypre*
For the Czechoslovak Socialist Republic	*Pour la République socialiste tchecoslovaque*
For the Republic of Dahomey	*Pour la Republique du Dahomey*
For the Kingdom of Denmark	*Pour le Royaume du Danemark*
For the Dominican Republic	*Pour la Republique Dominicaine*
For the Republic of Finland	*Pour la Republique de Finlande*
For the French Republic	*Pour la Republique française*
For the Gabonese Republic	*Pour la République gabonaise*
For the Republic of the Gambia.	*Pour la Republique de la Gambie*
For the Federal Republic of Germany	*Pour la Republique fédérale d'Allemagne*

For the Republic of Ghana	*Pour la Republique du Ghana*
For the Kingdom of Greece	*Pour le Royaume de Grece*
For the Republic of Guyana	*Pour la Republique de Guyane*
For the Republic of Haiti	*Pour la République d'Haïti*
For the Republic of Iceland	*Pour la Republique d'Islande*
For the Republic of India	*Pour la Republique de l'Inde*
For the Republic of Indonesia	*Pour la Republique d'Indonesie*
For Ireland	*Pour l'Irlande*
For the State of Israel	*Pour l'Etat d'Israël*
For the Italian Republic	*Pour la République italienne*
For the Republic of the Ivory Coast	*Pour la Republique de Côte-d'Ivoire*
For Jamaica	*Pour la Jamaïque*
For Japan.	*Pour le Japon.*
For the Republic of Kenya.	*Pour la Republique du Kenya*
For the Republic of Korea.	*Pour la Republique de Corée*
For the State of Kuwait	*Pour l'Etat du Koweït*
For the Grand-Duchy of Luxemburg	*Pour le Grand-Duché de Luxembourg*
For the Malagasy Republic	*Pour la République malgache*
For the Republic of Malawi	*Pour la Republique du Malawi*
For Malaysia	*Pour la Malaisie*
For Malta	*Pour Malte*
For the Islamic Republic of Mauritania	*Pour la Republique islamique de Mauritanie*
For Mauritius	*Pour Maurice*
For the Kingdom of the Netherlands	*Pour le Royaume des Pays-Bas*
For New Zealand	*Pour la Nouvelle-Zélande*
For the Republic of Nicaragua	*Pour la Republique du Nicaragua*
For the Republic of the Niger	*Pour la Republique du Niger*
For the Federal Republic of of Nigeria.	*Pour la Republique fédérale du Nigeria:*

For the Kingdom of Norway	*Pour le Royaume de Norvège*
For Pakistan.	*Pour le Pakistan.*
For the Republic of Peru.	*Pour la République du Pérou.*
For the Polish People's Republic	*Pour la République populaire de Pologne*
For the Portuguese Republic	*Pour la République portugaise*
For Southern Rhodesia.	*Pour la Rhodésie du Sud*
For the Rwandese Republic.	*Pour la République rwandaise*
For the Republic of Senegal	*Pour la République du Sénégal.*
For Sierra Leone.	*Pour la Sierra Leone*
For the Republic of South Africa	*Pour la République sud-africaine.*
For the Spanish State	*Pour l'Etat espagnol*
For the Kingdom of Sweden.	*Pour le Royaume de Suède.*
For the Swiss Confederation.	*Pour la Confédération suisse*
For the United Republic of Tanzania.	*Pour la République-Unie de Tanzanie*
For the Togolese Republic	*Pour la République togolaise*
For Trinidad and Tobago	*Pour la Trinité-et-Tobago*
For the Republic of Turkey	*Pour la République turque*
For the Republic of Uganda	*Pour la République de l'Ouganda.*
For the United Arab Republic	*Pour la République arabe unie*
For the United Kingdom of Great Britain and Northern Ireland	*Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord*
For the United States of America.	*Pour les Etats-Unis d'Amérique*
For the Republic of the Upper Volta.	*Pour la République de Haute-Volta.*
For the Eastern Republic of Uruguay	*Pour la République orientale de l'Uruguay*
For the Socialist Federal Republic of Yugoslavia.	*Pour la République fédérative socialiste de Yougoslavie*
For the European Economic Community	*Pour la Communauté économique européenne.*
For the Republic of Tunisia	*Pour la République tunisienne.*

I hereby certify that the foregoing text is a true copy of the Seventh Procès-Verbal Extending the Declaration on the Provisional Accession of Tunisia to the General Agreement on Tariffs and Trade, done at Geneva on 2 December 1970, 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 précede est la copie conforme du Septième Procès-verbal prorogeant la validite 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 2 décembre 1970, dont le texte original est déposé auprcs du Directeur général des PARTIES CONTRACTANTES a l'Accord général sur les tarifs douaniers et le commerce.

O. LONG

Director-General
Geneva

Directeur géneral
Genève

SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

Cultural Relations: American Reading Room in Ljubljana

Agreement signed at Belgrade June 5, 1970;
Entered into force March 10, 1971.
With exchange of letters.

AGREEMENT

BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA ON THE ESTABLISHMENT OF A UNITED STATES INFORMATION CENTER IN LJUBLJANA IN ACCORDANCE WITH THE TERMS OF THE MEMORANDUM OF UNDERSTANDING OF 14 JUNE 1961 [1]

The Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia, in conformity with the provisions of Paragraph 1 of the Memorandum of Understanding between the United States of America and the Federal People's Republic of Yugoslavia Regulating the Operations of the American Reading Rooms, signed in Belgrade on 14 June 1961, have agreed as follows.

SPORAZUM

IZMEDJU VLADE SJEDINJENIH AMERIČKIH DRŽAVA I VLADE SOCIJALISTIČKE FEDERATIVNE REPUBLIKE JUGOSLAVIJE O OSNIVANJU INFORMATIVNOG CENTRA SJEDINJENIH DRŽAVA U LJUBLJANI SAGLASNO USLOVIMA MEMORANDUMA O SAGLASNOSTI OD 14. JUNA 1961

Vlada Sjedinjenih Američkih Država i vlada Socijalističke Federativne Republike Jugoslavije, shodno odredbama člana 1. Memoranduma o saglasnosti izmedju Sjedinjenih Američkih Država i Federativne Narodne Republike Jugoslavije, kojim se reguliše delovanje američkih čitaonica, potpisanog u Beogradu 14. juna 1961. godine, složile su se u sledećem.

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[1] TIAS 6753, 20 UST 2826.

ARTICLE 1

The Yugoslav Government shall permit the establishment of a United States Information Center in Ljubljana, which will perform its activity under the name of American Reading Room in Ljubljana.

ARTICLE 2

The United States Information Center in Ljubljana shall inform the Yugoslav public about events and developments in the United States and shall perform its activity under the provisions set forth by the Memorandum of Understanding between the United States of America and the Federal People's Republic of Yugoslavia regulating the operation of the American Reading Rooms, signed in Belgrade on 14 June 1961.

ARTICLE 3

This Agreement shall enter into force on the date on which the Government of the Socialist Federal Republic of Yugoslavia shall notify the Government of the United States of its formal acceptance thereof.[1] The provisions of this Agreement shall nonetheless be applied provisionally from the date of signature.

Signed in Belgrade on June 5, 1970 in duplicate in the Serbo-Croatian and English languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

WALLACE W MITCHELL

ČLAN 1

Jugoslovenska vlada će dozvoliti osnivanje informativnog centra Sjedinjenih Država u Ljubljani, koji će vršiti svoju delatnost pod imenom Američka čitaonica u Ljubljani.

ČLAN 2

Informativni centar Sjedinjenih Država u Ljubljani obaveštavaće jugoslovensku javnost o dogadjajima i pojavama u Sjedinjenim Državama i obavljaće svoju delatnost prema odredbama Memoranduma o saglasnosti izmedju Sjedinjenih Američkih Država i Federativne Narodne Republike Jugoslavije, kojima se reguliše rad američkih čitaonica, potpisanog u Beogradu 14. juna 1961. godine.

ČLAN 3

Ovaj Sporazum stupa na snagu na dan kad vlada Socijalističke Federativne Republike Jugoslavije obavesti vladu Sjedinjenih Država o svom zvaničnom usvajanju istog. Odredbe ovog Sporazuma će se, bez obzira na to, privremeno primenjivati od dana potpisivanja.

Potpisano u Beogradu dana 5. juna 1970. u dva primerka na srpskohrvatskom i engleskom jeziku, s tim što su oba teksta jednako verodostojna.

ZA VLADU SOCIJALISTIČKE FEDERATIVNE REPUBLIKE JUGOSLAVIJE

ENVER HUMO

[1] Mar. 10, 1971.

[Exchange of Letters]

PRESIDENT OF THE DELEGATION OF
THE UNITED STATES OF AMERICA

BELGRADE, *June 5, 1970*

MR. PRESIDENT:

With reference to the Memorandum of Understanding between the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia Regulating the Operation of the American Reading Rooms, signed in Belgrade on 14 June 1961, and the Agreement between the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia on the Establishment of the American Reading Room in Ljubljana, signed today, I have the honor to confirm that the Government of the United States of America agrees with the establishment of Yugoslav information centers in the United States of America, in addition to the existing Yugoslav Information Center in New York, as may be agreed upon between the two Governments.

With respect to rights and duties, any Yugoslav information center established in the United States will be accorded by the Government of the United States of America rights and privileges on a basis of reciprocity and in accordance with applicable laws and regulations in effect in the United States of America.

Accept, Mr. President, the assurances of my highest consideration.

WALLACE W MITCHELL

TO THE PRESIDENT OF THE
DELEGATION OF THE SOCIALIST
FEDERAL REPUBLIC OF YUGOSLAVIA

Serbo-Croatian Text of United States Note

PREDSEDNIK DELEGACIJE

SJEDINJENIH AMERIČKIH DRŽDVA

BEOGRAD, *5 jun 1970*

GOSPODINE PREDSEDNIČE:

U vezi sa Memorandumom o saglasnosti izmedju vlade Sjedinjenih Američkih Država i vlade Socijalističke Federativne Republike Jugoslavije kojim se reguliše rad američkih čitaonica, potpisanim u Beogradu 14. juna 1961. godine, i sa Sporazumom izmedju vlade Sjedinjenih Američkih Država i vlade Socijalističke Federativne

Republike Jugoslavije o osnivanju Američke čitaonice u Ljubljani' potpisanim danas, čast mi je da potvrdim da je vlada Sjedinjenih Američkih Država saglasna sa osnivanjem jugoslovenskih informativnih centara u Sjedinjenim Američkim Državama, pored postojećeg Jugoslovenskog informativnog centra u Njujorku, kako se budu dogovorile dve vlade.

Što se tiče prava i dužnosti, svakom jugoslovenskom informativnom centru osnovanom u Sjedinjenim Državama vlada Sjedinjenih Američkih Država priznače prava i privilegije na bazi reciprociteta i u sklada sa važećim zakonima i propisima u Sjedinjenim Američkim Državama.

Primite, gospodine predsedniče, uveravanja o mom najdubljem poštovanju.

WALLACE W MITCHELL

PREDSEDNIKU DELEGACIJE
SOCIJALISTIČKE FEDERATIVNE
REPUBLIKE JUGOSLAVIJE

PREDSEDNIK DELEGACIJE
SOGIJALISTIČKE FEDVRATIVNE
REPUBLIKE JUGOSLAVIJE

BEOGRAD, *5 jun 1970*

GOSPODINE PREDSEDNIČE:

Čast mi je da potvrdim prijem vašeg pisma od današnjeg datuma koje glasi.

"U vezi sa Memorandumom o saglasnosti izmedju vlade Sjedinjenih Američkih Država i vlade Socijalističke Federativne Republike Jugoslavije kojim se reguliše rad američkih čitaonica, potpisanim u Beogradu 14. juna 1961. godine, i sa Sporazumom izmedju vlade Sjedinjenih Američkih Država i vlade Socijalističke Federativne Republike Jugoslavije o osnivanju američke čitaonice u Ljubljani, potpisanim danas, čast mi je da potvrdim da je vlada Sjedinjenih Američkih Država saglasna sa osnivanjem jugoslovenskih informativnih centara u Sjedinjenim Američkim Državama, pored postojećeg Jugoslovenskog informativnog centra u Njujorku, kako se budu dogovorile dve vlade.

"Što se tiče prava i dužnosti, svakom jugoslovenskom informativnom centru osnovanom u Sjedinjenim Državama vlada Sjedinjenih Američkih Država priznaće prava i privilegije na bazi reciprociteta i u skladu sa važećim zakonima i propisima u Sjedinjenim Američkim Državama.

"Primite, gospodine predsedniče, uveravanja o mom najdubljem poštovanju."

TIAS 7073

Čast mi je da potvrdim saglasnost jugoslovenske vlade sa gore izloženim.

Koristim ovu priliku da vam izrazim, gospodine predsedniče, uveravanja o mom najdubljem poštovanju.

ENVER HUMO

PREDSEDNIKU DELEGACIJE
SJEDINJENIH AMERIČKIH DRŽAVA

English Text of Yugoslav Note

PRESIDENT OF THE DELEGATION OF
THE SOCIALIST FEDERAL REPUBLIC
OF YUGOSLAVIA

BELGRADE, *June 5, 1970*

MR. PRESIDENT:

I have the honor to acknowledge the receipt of your letter of today's date, which reads as follows.

"With reference to the Memorandum of Understanding between the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia Regulating the Operation of the American Reading Rooms, signed in Belgrade on 14 June 1961, and the Agreement between the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia on the Establishment of the American Reading Room in Ljubljana, signed today, I have the honor to confirm that the Government of the United States of America agrees with the establishment of Yugoslav information centers in the United States of America, in addition to the existing Yugoslav Information Center in New York, as may be agreed upon between the two Governments.

"With respect to rights and duties, any Yugoslav information center established in the United States will be accorded by the Government of the United States of America rights and privileges on a basis of reciprocity and in accordance with applicable laws and regulations in effect in the United States of America.

"Accept, Mr. President, the assurances of my highest consideration."

I have the honor to confirm the concurrence of the Yugoslav Government with the foregoing.

I avail myself of this opportunity to express to you, Mr. President, the assurances of my highest consideration.

ENVER HUMO

TO THE PRESIDENT OF THE DELEGATION
OF THE UNITED STATES OF AMERICA

TIAS 7073

CEYLON

Agricultural Commodities

Agreement modifying the agreement of September 27, 1970.
Effected by exchange of notes
Signed at Colombo March 10, 1971;
Entered into force March 10, 1971.

The American Chargé d'Affaires ad interim to the Ceylonese Permanent Secretary, Ministry of Planning and Employment

EMBASSY OF THE
UNITED STATES OF AMERICA
Colombo, March 10, 1971

EXCELLENCY:

I have the honor to refer to the request by your government that the Third Supplementary Agreement between the Government of the United States of America and the Government of Ceylon for Sales of Agricultural Commodities signed by the representatives of our two governments on September 27, 1970, [1] be amended to provide for continuation of commodity shipments during Calendar Year 1971. I also have the honor to advise your government that my government is agreeable to the extension of the supply period into Calendar Year 1971 based on the following understandings:

1. The Government of Ceylon agrees to import commercially during Calendar Year 1971 at least 200,000 metric tons of wheat/wheat flour (on flour equivalent basis) from the United States and/or other free world suppliers on open tender basis.
2. Such imports would be additional to commercial imports needed to satisfy any shortfalls occurring in usual marketings set forth in previous agreements for Calendar Year 1969 and 1970.
3. All other conditions of the Agreement remain unchanged.

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[1] TIAS 6968; 21 UST 2191.

If the foregoing is acceptable to your government, I 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.

Sincerely,

P J PETERSON

Peter J. Peterson
Chargé d'Affaires ad interim

His Excellency
DR. H. A. DE S. GUNASEKERA
Permanent Secretary
Ministry of Planning and Employment

The Ceylonese Permanent Secretary, Ministry of Planning and Employment, to the American Chargé d'Affaires ad interim

ක්‍රම සම්පාදන හා රැකිරක්ෂා අමාත්‍යාංශය,
තැ.පෙ.අංකය: 898,
ශ්‍රී ලංකා මහ බැංකු ගොඩනැගිල්ල,
කොළඹ 1.

1971 මාර්තු මස 10 දින.

මහත්මයා ණෙනි,

මෙහි පහත දැක්වෙන සේ කියැවෙන ඔබේ 1971 මාර්තු 10 දාතමැති ලිපිය ලැබුණු බැව් ගෞරව පූර්වකව දන්වා සිටිමි:

[The text of the United States note is quoted in English at this point.]

අපේ ආණ්ඩුව ඉහත දැක්වෙන දෑ පිළිගන්නා බවත්, ඔබේ සටහනත් එයට ලැබෙන මෙම පිළිතුරත්, මෙම පිළිතුරේ දින සිට අපේ ආණ්ඩු දෙක අතර බල පැවැත්වෙන ගිවිසුමක තත්ත්වය භජනය කරන බවත් මම ස්ථිර කරමි.

මහත්මයා ණෙනි, නවතාවයෙන් පිරිනැමෙන මාගේ උසස් සැලකිල්ලේ හොරොන්දුව පිළි ගත මැනවි.

(එච්.ඒ.ද එස්.ගුණසේකර)
ක්‍රම සම්පාදන හා රැකිරක්ෂා
අමාත්‍යාංශයේ ස්ථිර ලේකම්.

පීටර් ජේ පීටර්සන් මහතා,
නියෝජ්‍ය තානාපති,
අමෙරිකන් තානාපති කාර්යාලය,
කොළඹ.

TIAS 7074

English Text of Ceylonese Note

MINISTRY OF PLANNING & EMPLOYMENT,
P.O. BOX 898,
CENTRAL BANK BUILDING
COLOMBO 1.

MARCH 10, 1971.

Sir,

I have the honour to acknowledge receipt of your letter dated March 10, 1971 which reads as follows:

"I have the honor to refer to the request by your government that the Third Supplementary Agreement between the Government of the United States of America and the Government of Ceylon for Sales of Agricultural Commodities signed by the representatives of our two governments on September 27, 1970, be amended to provide for continuation of commodity shipments during Calendar Year 1971. I also have the honor to advise your government that my government is agreeable to the extension of the supply period into Calendar Year 1971 based on the following understandings:

1. The Government of Ceylon agrees to import commercially during Calendar Year 1971 at least 200,000 metric tons of wheat/wheat flour (on flour equivalent basis) from the United States and/or other free world suppliers on open tender basis.

2. Such imports would be additional to commercial imports needed to satisfy any shortfalls occurring in usual marketings set forth in previous agreements for Calendar Year 1969 and 1970.

3. All other conditions of the Agreement remain unchanged.

If the foregoing is acceptable to your government, I 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 confirm that the foregoing is acceptable to our Government and that your note and this reply thereto constitute an agreement between our two Governments effective from the date of this reply.

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

H. A. DE S GUNASEKERA

H.A. de S. Gunasekera
Permanent Secretary,
Ministry of Planning & Employment

MR. PETER J. PETERSON,
Chargé d'affaires ad interim,
American Embassy,
Colombo.

TIAS 7074

FRANCE

Extradition

Supplementary convention to the convention of January 6, 1909. Signed at Paris February 12, 1970;
With exchanges of letters and notes signed at Paris February 12, 1970, and June 2 and 11, 1970;
Ratification advised by the Senate of the United States of America September 21, 1970;
Ratified by the President of the United States of America October 13, 1970;
Instruments attesting to completion of entry into force procedures exchanged at Washington December 31, 1970, and March 4, 1971,
Proclaimed by the President of the United States of America March 16, 1971;
Entered into force April 3, 1971.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

A Supplementary Convention to the Extradition Convention of January 6, 1909 between the United States of America and France, together with two related exchanges of letters, was signed at Paris on February 12, 1970 and related notes were signed and exchanged at Paris on June 2 and June 11, 1970, the texts of which are hereto annexed,

The Senate of the United States of America by its resolution of September 21, 1970, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Supplementary Convention, together with the two related exchanges of letters and the related exchange of notes,

The President ratified the Supplementary Convention, together with the two related exchanges of letters and the related exchange of notes, on October 13, 1970 in pursuance of the advice and consent of the Senate,

Instruments of the respective Parties attesting to the completion of the constitutional procedures required for entry into force of the Supplementary Convention and related letters and notes were exchanged at Washington on December 31, 1970 and March 4, 1971,

AND CONSIDERING THAT:

It is provided in Article X of the Supplementary Convention that the Supplementary Convention shall enter into force thirty days after exchange of instruments attesting to the completion of the constitutional procedures required for entry into force of the Supplementary Convention,

NOW, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Supplementary Convention, together with the related exchanges of letters and exchange of notes, to the end that it shall be observed and fulfilled with good faith on and after April 3, 1971 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 sixteenth day of March in the year of our Lord one thousand nine hundred seventy-one
[SEAL] and of the Independence of the United States of America the one hundred ninety-fifth.

RICHARD NIXON

By the President:
WILLIAM P ROGERS
Secretary of State

SUPPLEMENTARY CONVENTION TO THE EXTRADITION CONVENTION OF JANUARY 6, 1909 BETWEEN THE UNITED STATES OF AMERICA AND FRANCE

The Government of the United States of America and the Government of the Republic of France, desiring to make more effective the Extradition Convention signed at Paris January 6, 1909, [1]

Have resolved to conclude a supplementary Convention and have agreed as follows:

ARTICLE I

The following article shall be inserted after Article I of the 1909 Convention.

[1] TS 561, 37 Stat. 1526.

ARTICLE I BIS

Without prejudice to the jurisdictional provision of Article I of this Convention when the offense has been committed outside the territory of both contracting Parties, extradition may be granted if the laws of the requested Party provide for the punishment of such an offense committed in similar circumstances.

ARTICLE II

Article II of the 1909 Convention is amended as follows:

I. The first paragraph is amended to read as follows:

Extradition shall be granted for the following acts if they are punished as crimes or offenses by the laws of both States.

II. Items 4, 7, 8, 10, and 15 are amended to read as follows:

4. Larceny; robbery, burglary, housebreaking or shopbreaking; assault with intent to rob.

7 Fraud or breach of trust by a bailee, banker, agent, factor, executor, administrator, guardian, trustee or other person acting in a fiduciary capacity, or director or member or officer of any company

Embezzlement by public officers or depositaries; embezzlement by persons hired or salaried, to the detriment of their employers.

8. Obtaining money, valuable securities or other property by false pretenses.

10. Child-stealing; abduction of a minor.

15. Receiving money, valuable securities or other property knowing the same to have been unlawfully obtained.

III. The following acts are added to the list set forth in Article II.

16. Offenses against the laws relating to the traffic in, possession, or production or manufacture of, opium, heroin and other narcotic drugs, cannabis, hallucinogenic drugs, cocaine and its derivatives, and other dangerous drugs and chemicals; or poisonous chemicals or substances injurious to health.

17 Offenses against the laws relating to bankruptcy

18. Use of the mails or other means of communication in connection with schemes devised or intended to deceive or defraud the public or for the purpose of obtaining money or property by false pretenses.

19. Revolt on board an aircraft against the authority of the captain, any seizure or exercise of control, by force or threat of force or violence, of an aircraft.

ARTICLE III

Article V of the 1909 Convention is amended to read as follows:

There is no obligation upon the requested State to grant the extradition of a person who is a national of the requested State, but the

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executive authority of the requested State shall, insofar as the legislation of that State permits, have the power to surrender a national of that State if, in its discretion, it be deemed proper to do so.

ARTICLE IV

Article VI of the 1909 Convention is amended to read as follows:

Extradition shall not be granted in any of the following circumstances:

1. When the person whose surrender is sought is being proceeded against or has been tried and discharged or punished in the territory of the requested Party for the acts for which his extradition is requested.
2. When the person whose surrender is sought establishes that he has been tried and acquitted or has undergone his punishment in a third State for the acts for which his extradition is requested.
3. When the person claimed has, according to the law of either the requesting or the requested Party, become immune by the reason of lapse of time from prosecution or punishment.
4. If the offense for which the individual's extradition is requested is of a political character, or if he proves that the requisition for his surrender has, in fact, been made with a view to try or punish him for an offense of a political character. If any question arises as to whether a case comes within the provisions of this subparagraph, the authorities of the Government on which the requisition is made shall decide.
5. When the offense is purely military

ARTICLE V

The following article shall be inserted after Article VI of the 1909 Convention.

ARTICLE VI BIS

Extradition shall be granted, in accordance with the provisions of this Convention, for offenses in connection with taxes, duties, customs and exchange only if the Contracting Parties have so decided in respect of any such offense or category of offenses.

ARTICLE VI

The following provisions shall be substituted for Article XII of the 1909 Convention.

Expenses related to the transportation of the person sought shall be paid by the requesting Party The appropriate legal officers of the state in which the extradition proceedings take place shall, by all legal means within their power, assist the requesting Party before the respective judges and magistrates. No pecuniary claim, arising out of

the arrest, detention, examination and surrender of person sought shall be made by the requested Party against the requesting Party other than as specified in the following paragraph of this Article and other than, if legislation requires, for the lodging, maintenance and board of the person sought.

The legal officers, other officers of the requested Party, and court stenographers, if any, of the requested Party, who shall in the usual course of their duty give assistance and who receive no salary or compensation other than specific fees for services performed, shall, if legislation requires, be entitled to receive from the requesting Party the usual payment for such services performed by them in the same manner and to the same amount as though such services had been performed in ordinary criminal proceedings under the laws of the state of which they are officers.

The documents in support of the request for extradition shall be translated into the language of the requested Party at the expense of the requesting Party

ARTICLE VII

The provisions of Article XIII of the 1909 Convention are hereby replaced by the following provision.

The provisions of the present Convention shall apply to the territories of each contracting Party

ARTICLE VIII

This supplementary Convention shall apply to offenses specified in Article II of the 1909 Convention as herein amended committed before as well as after the date this supplementary Convention enters into force, provided that no extradition shall be granted for an offense committed before the date this supplementary Convention enters into force which was not an offense under the laws of both countries at the time of its commission.

ARTICLE IX

Upon the entry into force of the present supplementary Convention, the Supplementary Extradition Conventions signed at Paris on January 15, 1929, and April 23, 1936, [1] respectively, shall terminate.

ARTICLE X

Each contracting Party will notify the other upon the completion of the constitutional procedures required for entry into force of the present supplementary Convention. It shall enter into force thirty days after exchange of instruments attesting to the completion of these formalities. These instruments shall be exchanged in Washington.

The present supplementary Convention shall terminate at the same time and in the same manner as the Convention of 1909.

[1] TS 787, 909; 46 Stat. 2276; 50 Stat. 1117.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective governments, have signed this supplementary Convention.

DONE in duplicate at Paris in the English and French languages, both equally authentic, this twelfth day of February, one thousand nine hundred seventy

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.	FOR THE GOVERNMENT OF THE REPUBLIC OF FRANCE:
SARGENT SHRIVER	HERVÉ ALPHAND
[SEAL]	[SEAL]

CONVENTION ADDITIONNELLE A LA CONVENTION DU 6 JANVIER 1909 RELATIVE A L'EXTRADITION ENTRE LES ETATS-UNIS D'AMERIQUE ET LA FRANCE

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française,

Désireux de rendre plus efficace la Convention d'extradition signée à Paris le 6 janvier 1909,

Ont décidé de conclure une convention additionnelle et à cette fin sont convenus de ce qui suit.

ARTICLE I

L'article suivant sera inséré après l'article I de la Convention de 1909

ARTICLE I BIS

Sans préjudice des dispositions de l'article I de la présente Convention, relatives à la compétence, lorsque l'infraction a été commise en dehors du territoire des deux Etats, l'extradition peut être accordée si la législation de l'Etat requis prévoit la punition d'une telle infraction dans des circonstances analogues.

ARTICLE II

L'article II de la Convention de 1909 est modifié ainsi qu'il suit.

I. Les dispositions du premier alinéa sont remplacées par les dispositions suivantes:

L'extradition sera accordée pour les faits suivants, lorsqu'ils sont punis comme crimes ou délits par les lois des deux Etats:

II. Les dispositions des points 4, 7, 8, 10 et 15 sont remplacées par les dispositions suivantes:

4. Vol simple ou commis notamment avec l'une des circonstances suivantes. violence, menace, effraction, escalade, fausses clefs, vol commis la nuit dans une maison habitée, vol commis par plusieurs personnes ou par un individu porteur d'armes,

7 Abus de confiance et détournements,

8. Escroquerie,

10. Enlèvement de mineur;

15. Recel,

III Les faits suivants sont ajoutés à la liste figurant à l'article II

16. Infraction à la législation concernant les stupéfiants, les substances toxiques ou dangereuses, leurs dérivés et leurs préparations, notamment le cannabis, l'héroïne, la cocaïne et les hallucinogènes,

17 Banqueroute,

18. Usage de la poste ou d'autres moyens de communication en relation avec des manœuvres destinées à tromper le public ou dans le but d'obtenir de l'argent ou des biens,

19. Révolte à bord d'un aéronef contre l'autorité du commandant de bord, le fait de s'emparer ou d'exercer le contrôle d'un aéronef par violence ou menace de violence.

ARTICLE III

Les dispositions de l'article V de la Convention de 1909 sont remplacées par les dispositions suivantes:

L'Etat requis n'est pas tenu d'accorder l'extradition de l'un de ses ressortissants, mais l'autorité exécutive dudit Etat aura la faculté de le faire, pour autant que sa législation le permette.

ARTICLE IV

Les dispositions de l'article VI de la Convention de 1909 sont remplacées par les dispositions suivantes.

L'extradition ne sera pas accordée dans les cas suivants.

1 Lorsque la personne dont l'extradition est demandée, est poursuivie ou a été jugée dans l'Etat requis pour les faits motivant la demande d'extradition,

2. Lorsque la personne dont l'extradition est demandée établit qu'elle a été jugée et acquittée ou qu'elle a subi sa peine dans un Etat tiers pour les faits motivant la demande d'extradition,

3. Lorsque la prescription de l'action ou de la peine est acquise selon la législation soit de l'Etat requérant, soit de l'Etat requis,

4. Lorsque l'infraction pour laquelle l'extradition est demandée revêt un caractère politique ou lorsque la personne réclamée établit que la demande d'extradition a été présentée en réalité dans le but de la juger ou de lui faire exécuter une peine pour une infrac-

tion de caractère politique. Si la question se pose de savoir si le cas entre dans les prévisions de la disposition qui précède, la décision appartiendra aux autorités de l'Etat requis;

5. Lorsque l'infraction est de caractère purement militaire.

ARTICLE V

L'article suivant sera inséré après l'article VI de la Convention de 1909

ARTICLE VI BIS

En matière de taxes, d'impôts, de douane et de change, l'extradition ne sera accordée, dans les conditions prévues par la présente Convention, que s'il en a été ainsi décidé par les deux Etats pour chaque infraction ou catégorie d'infractions.

ARTICLE VI

Les dispositions de l'article XII de la Convention de 1909 sont remplacées par les dispositions suivantes.

Les frais afférants au transport de la personne réclamée seront à la charge de l'Etat requérant. Les fonctionnaires publics et auxiliaires de justice compétents de l'Etat où a lieu la procédure d'extradition prêteront, par tous les moyens légaux en leur pouvoir, assistance à la Partie requérante devant les juges et magistrats compétents. L'Etat requis ne demandera à l'Etat requérant le remboursement d'aucun frais relatif à l'arrestation, la détention, l'interrogatoire et la remise de la personne dont l'extradition est demandée, à l'exception des frais prévus à l'alinéa suivant du présent article et, si sa législation le prévoit, des frais d'hébergement, d'entretien, et de nourriture de la personne réclamée.

Les fonctionnaires publics et auxiliaires de justice ainsi que, le cas échéant, les sténographes judiciaires de l'Etat requis qui, dans l'exercice normal de leurs fonctions, prêtent leur concours et ne perçoivent pas d'émoluments ni d'indemnités autres qu'une rémunération particulière pour les services rendus, recevront, à la charge de l'Etat requérant, si la législation de l'Etat le prévoit, la rémunération normale afférente aux services qu'ils ont accomplis, dans les mêmes conditions que si lesdits services avaient été accomplis dans une procédure pénale ordinaire selon la législation de l'Etat dont ils relèvent.

Les documents produits à l'appui de la demande d'extradition seront traduits dans la langue de l'Etat requis aux frais de l'Etat requérant.

ARTICLE VII

Les dispositions de l'article XIII de la Convention de 1909 sont remplacées par les dispositions suivantes.

Les dispositions de la présente Convention s'appliqueront au territoire de chacun des deux Etats.

ARTICLE VIII

La présente Convention sera applicable aux infractions énumérées à son article II commises avant ou après son entrée en vigueur, étant entendu qu'aucune extradition ne sera accordée pour un acte commis antérieurement à cette date si, à l'époque où il a été commis, ledit acte ne constituait pas une infraction aux termes des législations des deux Etats.

ARTICLE IX

A la date d'entrée en vigueur de la présente Convention, les Conventions additionnelles d'extradition signées à Paris respectivement le 15 janvier 1929 et le 23 avril 1936, cesseront de recevoir application

ARTICLE X

Chacune des Parties contractantes notifiera à l'autre l'accomplissement des procédures constitutionnelles requises en ce qui la concerne pour la mise en vigueur de la présente Convention. Celle-ci prendra effect trente jours après l'échange des instruments attestant l'accomplissement de ces formalités. Cet échange aura lieu à Washington.

La présente Convention prendra fin en même temps que la Convention du 6 janvier 1909.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé la présente Convention.

FAIT à Paris le 12 février mille neuf cent soixante dix, en double exemplaire, en langue anglaise et française, les deux textes faisant également foi.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:

SARGENT SHRIVER

POUR LE GOUVERNEMENT DE LA REPUBLIQUE FRANÇAISE:

HERVÉ ALPHAND

[Exchanges of Letters and Notes]

EMBASSY OF THE
UNITED STATES OF AMERICA
Paris, February 12, 1970.

DEAR MR. AMBASSADOR.

Article II of the Supplementary Convention to the Convention of 1909, signed this day, provides that the provisions of the first paragraph of Article II of the 1909 Convention are replaced by the following provisions: "Extradition shall be granted for the following

acts if they are punished as crimes or offenses by the laws of both States."

The purpose intended in this modification is to eliminate certain difficulties which could arise in the application of the Convention. Extradition will be based on the nature of the acts and not on the particular statutory terminology

In particular, it is understood that this modification will resolve any question concerning jurisdictional terminology of Federal offenses of the United States. Thus, extradition will also be granted for any act which serves as the basis of an offense foreseen in Article II even though, for purposes of granting jurisdiction to the Government of the United States of America, transporting or transportation is also considered a necessary element of the offense.

I would very much appreciate your confirming your agreement to this interpretation.

Accept, Excellency, the assurances of my highest consideration.

SARGENT SHRIVER

His Excellency
HERVÉ ALPHAND,
Ambassador of France,
Secretary General,
Ministry of Foreign Affairs,
Paris.

PARIS, *le 12 février 1970*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de votre lettre en date de ce jour ainsi conçue:

"L'article 2 de la Convention additionnelle à la Convention de 1909, signée ce jour, prévoit que les dispositions du premier alinéa de l'article II de la Convention de 1909 sont remplacées par les dispositions suivantes: "L'extradition sera accordée pour les faits suivants, lorsqu'ils sont punis comme crimes ou délits par les lois des deux Etats."

Cette modification a pour objet de prévenir certaines difficultés qui pourraient surgir dans l'application de la Convention. Il a été convenu que l'extradition sera fondée sur la nature des faits et non sur leur qualification légale.

Il est entendu notamment que cette modification résoudra toute question concernant la compétence fédérale des Etats-Unis fondée sur la qualification des infractions. C'est ainsi que l'extradition sera aussi accordée pour tout fait constitutif d'une infraction prévue à l'article II, même lorsque dans le but d'attribuer

compétence au Gouvernement des Etats-Unis d'Amérique, le déplacement ("transporting" ou "transportation") est également considéré comme un élément constitutif de cette infraction.

Je vous serais très obligé de bien vouloir me confirmer votre accord sur cette interprétation."

J'ai l'honneur de vous confirmer que cette interprétation rencontre l'accord du Gouvernement français.

Je vous prie d'agréer, Monsieur l'Ambassadeur, l'assurance de ma haute considération.

HERVÉ ALPHAND

Son Excellence
MONSIEUR ROBERT SARGENT SHRIVER
Ambassadeur des Etats-Unis d'Amérique
à Paris

Translation

PARIS, *February 12, 1970*

MR. AMBASSADOR.

I have the honor to acknowledge receipt of your letter of this date, which reads as follows.

[For the English language text, see p. 415.]

I have the honor to confirm to you that this interpretation is acceptable to the French Government.

Accept, Mr. Ambassador, the assurance of my high consideration.

HERVÉ ALPHAND

His Excellency
ROBERT SARGENT SHRIVER,
Ambassador of the
United States of America
at Paris.

PARIS, *le 12 février 1970* [1]

MONSIEUR L'AMBASSADEUR,

L'article 6 de la Convention additionnelle à la Convention de 1909, signée ce jour, stipule que les dispositions de l'article XII de la Convention de 1909 sont remplacées par de nouvelles dispositions prévoyant notamment que: "les fonctionnaires publics et auxiliaires de

[1] For the English language text, see p. 418.

justice compétents de l'Etat où a lieu la procédure d'extradition prêteront, par tous les moyens légaux en leur pouvoir, assistance à la Partie requérante devant les juges et les magistrats compétents."

Il a été entendu au cours des négociations que cette disposition signifie que "l'attorney general" des Etats-Unis assurera la représentation des intérêts du Gouvernement français devant les juridictions des Etats-Unis d'Amérique dans les procédures auxquelles donnent lieu les demandes d'extradition formées par le Gouvernement français.

Je vous serais très obligé de bien vouloir me confirmer cette interprétation.

Je vous prie d'agréer, Monsieur l'Ambassadeur, l'assurance de ma haute considération.

HERVÉ ALPHAND

Son Excellence
MONSIEUR ROBERT SARGENT SHRIVER,
Ambassadeur des Etats-Unis d'Amérique
à Paris

EMBASSY OF THE
UNITED STATES OF AMERICA
Paris, February 12, 1970

DEAR MR. AMBASSADOR:

I have the honor to acknowledge receipt of your letter of this date which reads as follows:

"Article VI of the Supplementary Convention to the Convention of 1909, signed this day, stipulates that the provisions of Article XII of the Convention of 1909 are replaced by new provisions, in part, as follows: 'The appropriate legal officers of the State in which the extradition proceedings take place shall, by all legal means within their power, assist the requesting Party before the respective judges and magistrates.'

"It has been understood during the negotiations that the provision signifies that the Attorney General of the United States will assure the representation of the interests of the French Government before the appropriate legal forum of the United States in cases of extradition requests by the Government of France.

"I would very much appreciate your confirming this interpretation."

I have the honor to confirm that this interpretation is acceptable to the United States Government.

Accept, Excellency, the assurances of my highest consideration.

SARGENT SHRIVER

His Excellency
HERVÉ ALPHAND,
Ambassador of France,
Secretary General,
Ministry of Foreign Affairs,
Paris.

No. 96

PARIS, *June 2, 1970*

EXCELLENCY:

I have the honor to refer to the Supplemental Convention to the Extradition Convention of January 6, 1909 between the United States of America and France, which Supplemental Convention was signed at Paris on February 12, 1970, and to conversations between representatives of our two Governments relating to concordance of certain provisions of the English and French language versions of the Supplemental Convention.

As a result of those conversations, it is the understanding of the Government of the United States that the following change is considered to be incorporated in the original French version.

> In Article VIII, the words "à son article II commises avant ou après son entrée en vigueur." are replaced by the words "à l'article II de la Convention de 1909, tel qu'il est modifié ci-dessus, commises avant ou après l'entrée en vigueur de la présente Convention,"

The Government of the United States would appreciate receiving confirmation that the foregoing is also the understanding of the Government of France.

Accept, Excellency, the assurances of my highest consideration.

ARTHUR K. WATSON

Arthur K. Watson

His Excellency
MAURICE SCHUMANN
Minister of Foreign Affairs
Paris

MINISTERE
DES
AFFAIRES ÉTRANGERES

LIBERTÉ-EGALITE-FRATERNITE

RÉPUBLIQUE FRANÇAISE

2687

PARIS, *le 11 juin 1970*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de votre lettre en date du 2 juin 1970 ainsi conçue.

"J'ai l'honneur de me référer à la Convention Additionnelle à la Convention d'Extradition du 6 janvier 1909 entre les Etats-Unis d'Amérique et la France, signée à Paris le 12 février 1970, et aux conversations entre les représentants de nos deux gouvernements concernant la concordance de certaines clauses des versions anglaise et française de la Convention Additionnelle.

"A la suite de ces entretiens, le gouvernement des Etats-Unis estime que la rectification suivante est considérée comme faisant partie de la version française originale:

"A l'article VIII, les mots "à son article II commises avant ou après son entrée en vigueur", sont remplacés par les mots "à l'article II de la Convention de 1909, tel qu'il est modifié ci-dessus, commises avant ou après l'entrée en vigueur de la présente Convention."

"Le gouvernement des Etats-Unis attacherait du prix à recevoir confirmation que ce qui précède est également ce qu'entend le gouvernement français."

Je suis en mesure de confirmer à Votre Excellence l'accord de mon Gouvernement sur ce qui précède.

Je vous prie d'agréer, Monsieur l'Ambassadeur, l'assurance de ma haute considération.

G. DE CHAMBRUN

[SEAL] G. de Chambrun

Son Excellence
MONSIEUR ARTHUR K. WATSON
Ambassadeur des Etats-Unis d'Amérique
à Paris

Translation

MINISTRY OF FOREIGN AFFAIRS FRENCH REPUBLIC

2687 PARIS, *June 11, 1970*

MR. AMBASSADOR.

I have the honor to acknowledge receipt of your note of June 2, 1970, which reads as follows.

[For the English language text, see p. 419.]

I hereby inform Your Excellency that my Government agrees to the foregoing.

Accept, Mr. Ambassador, the assurance of my high consideration.

G DE CHAMBRUN

G. de Chambrun

[SEAL]

His Excellency
ARTHUR K. WATSON,
Ambassador of the United States of America,
Paris.

HAITI

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at Port-au-Prince March 5 and 12, 1971;
Entered into force March 12, 1971.

The American Chargé d'Affaires ad interim to the Haitian Secretary of State for Foreign Affairs

No. 45 PORT-AU-PRINCE, *March 5, 1971*

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 1971 and to the agreements between the United States and other countries, including Haiti, constituting the 1970 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 1971 with the governments of all the countries that participated in the 1970 restraint program, 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 1971 from countries participating in the restraint program shall be 1,075 million pounds and the Government 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 Haiti shall limit exports of the aforementioned meats so that the quantity of such meats originating in Haiti and during the calendar year 1971 entered or withdrawn from warehouse for consumption in the United States does not exceed 2,400,000 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 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.

(a) Such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from Haiti, and

(b) Such regulations shall be issued only after consultation with the Government of Haiti pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1971 will exceed the quantity specified 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 1971 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 Haiti, such increase or estimated shortfall shall be allocated to Haiti in the proportion that 2,400,000 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 1971. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1971 restraint program.

5. The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in paragraph 2.

6. The Government 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 increase in the total quantity permissible under the restraint program and allocation of shortfall.

7 In the event that quotas on the 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 Haiti shall not include the period between October 1, 1968 and December 31, 1971.

I have the honor to propose that, if the foregoing is acceptable to the Government of Haiti, this note together with Your Excellency's confirmatory reply shall 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.

JOHN RICHARD BURKE
Chargé d'Affaires ad interim

His Excellency
RENÉ CHALMERS,
Secretary of State for Foreign Affairs,
Port-au-Prince.

The Haitian Department of Foreign Affairs to the American Embassy

RÉPUBLIQUE D'HAITI

DEPARTEMENT
DES
AFFAIRES ETRANGERES

EC/A-2(1) 105

Le Département des Affaires Etrangéres présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Port-au-Prince et a l'honneur d'accuser réception de sa note No 45 en date du 5 Mars 1971 relative à l'exportation de la viande d'Haiti aux Etats-Unis d'Amérique.

Le Département des Affaires Etrangéres se permet de faire remarquer que la note No 45 en date du 5 Mars 1971 ne fait que reprendre mot pour mot le texte proposé sous le couvert de la note No 21 en date dû 10 Février 1971 de l'Ambassade Américaine.

Le Gouvernement Haitien par l'intermédiare de la Chancellerie a déjà donné son accord total au sus-dit texte envoyé sous le couvert de la note No 21 en date du 10 Février 1971 par sa note: EC/A–2(1) 95 en date du 25 Février 1971.

Le Département des Affaires Etrangéres pour satisfaire à une demande de MONSIEUR HENRY ELLIS MATTOX deuxiéme Secrétaire à l'Ambassade des Etats-Unis d'Amérique à Port-au-Prince a donc l'honneur de réitérer qu'il donne son entiére adhésion au contenu de la note No 45 qui se lit comme suit.

No. 45 PORT-AU-PRINCE, *March 5, 1971*

EXCELLENCY:

I have the honor to refer to discussion 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 1971 and to the agreements between the United States and other countries including Haiti, constituting the 1970 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 1971 with the governments of all the countries that participated in the 1970 restraint program, I have the honor to propose the following agreement between our two governments.

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 1971 from countries participating in the restraint program shall be 1,075 million pounds and the Government 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.

The Government of Haiti shall limit exports of the aforementioned meats so that the quantity of such meats originating in Haiti and during the calendar year 1971 entered or withdrawn from warehouse for consumption in the United States does not exceed 2,400,000 pounds or such higher figure as may result from adjustments pursuant to paragraph 4.

The Government of the United States of America may limit 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.

(a) Such regulations shall not be employed to Govern the timing of entry or withdrawal from warehouse for consumption of such meat from Haiti, and

(b) Such regulations shall issued only after consultation with the Government of Haiti pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1971 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 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 1971 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the

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initial estimates of imports from countries not participating in the restraint program.

Thereupon, if no shortfall is estimated for Haiti, such increase or estimated shortfall shall be allocated to Haiti in the porportion that 2,400,000 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 1971. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1971 restraint program.

The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in paragraph 2.

The Government 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 increase in the total quantity permissible under the restraint program and allocation of shortfall.

In the event that quotas on the 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 Haiti shall not include the period between October 1, 1968 and December 31, 1971.

I have the honor to propose that, if the foregoing is acceptable to the Government of Haiti, this note together with Your Excellency's confirmatory reply shall 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.

His Excellency
RENÉ CHALMERS,
Secretary of State for Foreign Affairs,
Port-au-Prince.

Le Gouvernement Haitien a l'honneur de considérer, vu sa réponse affirmative, vu son acceptation du contenu de la note No 45, que cette dite note et la présente réponse de la Chancellerie constituent un Accord par échange de notes entre les deux Gouvernements, Accord qui, selon la formule consacrée, entre en vigueur à la date de la présente note.

Le Département des Affaires Etrangéres saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique à Port-au-Prince, les assurances de sa haute considération.

R. CHALMERS

PORT-AU-PRINCE, *le 12 Mars 1971*

TIAS 7076

Translation

REPUBLIC OF HAITI

DEPARTMENT OF FOREIGN AFFAIRS

EC/A-2(1) 105

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America at Port-au-Prince and has the honor to acknowledge receipt of its note No. 45 of March 5, 1971, concerning the exportation of Haitian meat to the United States.

The Department of Foreign Affairs takes the liberty of remarking that note No. 45 of March 5, 1971, merely repeats word for word the text proposed in the Embassy's note No. 21 of February 10, 1971.

Through the Department of Foreign Affairs, by its note No. EC/A-2(1) 95 of February 25, 1971, the Haitian Government has already communicated its full agreement to the aforesaid text as contained in note No. 21 of February 10, 1971.

In order to satisfy a request of MR. HENRY ELLIS MATTOX, Second Secretary of the Embassy of the United States at Port-au-Prince, the Department of Foreign Affairs has the honor of reiterating its full agreement with the contents of note No. 45, which reads as follows.

[For the English language text, see p. 422.]

The Haitian Government, in view of its affirmative response and its concurrence in the contents of note No. 45, has the honor to consider that the aforesaid note and this reply of the Foreign Office constitute an agreement by exchange of notes between our two Governments, which, according to the established formula, enters into force on the date of this note.

The Department of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America at Port-au-Prince the assurances of its high consideration.

R. CHALMERS

PORT-AU-PRINCE, *March 12, 1971*

IRELAND

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at Washington March 24, 1971;
Entered into force March 24, 1971.

The Secretary of State to the Irish Ambassador

DEPARTMENT OF STATE
WASHINGTON

MARCH 24, 1971

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 1971 and to the agreements between the United States and other countries, including Ireland, constituting the 1970 restraint program concerning shipments of such meats to the United States.

I have the honor to inform you that the Governments of all of the countries that participated in the 1970 restraint program have agreed to enter into similar agreements for the calendar year 1971. These agreements are being embodied in exchange of notes between the Government of the United States of America and the Governments of the respective countries.

I have the honor to propose that the agreement between our two Governments should provide as follows

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 1971 from countries participating in the restraint program shall be 1,075 million pounds and the Government of Ireland 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 Ireland shall limit the quantity of such meats exported from Ireland as direct shipments on a through bill of lading to the United States for entry or withdrawal from warehouse for consumption during the calendar year 1971 to 69.7 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 imports of such meats of Irish 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 Ireland

   (a) such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from Ireland, and

   (b) such regulations shall be issued only after consultation with the Government of Ireland pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1971 will exceed the quantity specified 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 1971 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 Ireland, such increase or estimated shortfall shall be allocated to Ireland in the proportion that 69.7 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 1971. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1971 restraint program.

5. The Government of the United States of America shall separately report 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.

[1] 34 Stat. 1260; 21 U.S.C. § 71 *et seq.*

6. The Government of Ireland 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 increase in the total quantity permissible under the restraint program and allocation of shortfall. In particular, consultations regarding these matters and the market situation shall be held before the beginning of each calendar quarter.

7 In the event that quotas on the 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 Ireland shall not include the period between October 1, 1968 and December 31, 1971, unless with the consent of the Government of Ireland.

8. (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 Ireland as soon as possible after the end of each month

(i) Details from all supplying countries of imports into the United States to that date.

(ii) An estimate of the expected supply/shipment position by country and in total.

(b) As soon as possible after the end of each month the Government of Ireland shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1971, ship by ship and port by port, based on actual loadings in Ireland.

I have the honor to propose that, if the foregoing is acceptable to the Government of Ireland, this note together with Your Excellency's confirmatory reply, shall 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

PHILIP H. TREZISE

His Excellency
WILLIAM WARNOCK,
Ambassador of Ireland.

The Irish Ambassador to the Secretary of State

AMBASÁID NA HÉIREANN
EMBASSY OF IRELAND
WASHINGTON, D.C.
March 24, 1971.

EXCELLENCY

I have the honor to refer to your note of to-day's date requesting confirmation of the agreement as set forth therein, and which reads as follows

"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 1971 and to the agreements between the United States and other countries, including Ireland, constituting the 1970 restraint program concerning shipments of such meats to the United States.

I have the honor to inform you that the Governments of all of the countries that participated in the 1970 restraint program have agreed to enter into similar agreements for the calendar year 1971. These agreements are being embodied in exchanges of notes between the Government of the United States of America and the Governments of the respective countries.

I have the honor to propose that the agreement between our two Governments should provide as follows

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 1971 from countries participating in the restraint program shall be 1,075 million pounds and the Government of Ireland 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 Ireland shall limit the quantity of such meats exported from Ireland as direct shipments on a through bill of lading to the United States for entry or withdrawal from warehouse for consumption during the calendar year 1971 to 69.7 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 imports of such meats of Irish 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 Ireland

   (a) such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from Ireland, and

   (b) such regulations shall be issued only after consultation with the Government of Ireland pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1971 will exceed the quantity specified 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 1971 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 Ireland, such increase or estimated shortfall shall be allocated to Ireland in the proportion that 69.7 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 1971. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in 1971 restraint program.

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6. The Government of Ireland 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 increase in the total quantity permissible under the restraint program and allocation of shortfall. In particular, consultations regarding these matters

and the market situation shall be held before the beginning of each calendar quarter.

7 In the event that quotas on the 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 Ireland shall not include the period between October 1, 1968 and December 31, 1971, unless with the consent of the Government of Ireland.

(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 Ireland as soon as possible after the end of each month

(i) Details from all supplying countries of imports into the United States to that date.
(ii) An estimate of the expected supply/shipment position by country and in total.

(b) As soon as possible after the end of each month the Government of Ireland shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1971, ship by ship and port by port, based on actual loadings in Ireland.

I have the honor to propose that, if the foregoing is acceptable to the Government of Ireland, this note together with Your Excellency's confirmatory reply, shall 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

PHILIP H. TREZISE"

In reply I have the honor to inform you that the Government of Ireland accept the agreement as set forth in the above note.

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

W WARNOCK

William Warnock
Ambassador of Ireland

The Honorable
WILLIAM P ROGERS
Secretary of State
Washington, D.C.

IRAN

Peace Corps

Agreement effected by exchange of notes
Signed at Tehran September 5 and 16, 1962;
Entered into force September 16, 1962.

The American Ambassador to the Iranian Minister of Foreign Affairs

No. 107

TEHRAN, *September 5, 1962.*

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in Iran.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Iran and approved by the Government of the United States to perform mutually agreed tasks in Iran. The Volunteers will work under the immediate supervision of governmental or private organizations in Iran designated by our two Governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively these agreed tasks.

2. The Government of Iran will accord equitable treatment to the Volunteers and their property, afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Iran, and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Iran will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Iran, from all customs duties or other charges on their personal property introduced into Iran for their own use at

or about the time of their arrival, and from all other taxes or other charges (including immigration fees) except license fees and taxes and other charges included in the prices of equipment, supplies and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two Governments may agree are needed to enable the Volunteers to perform their tasks effectively The Government of Iran will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Iran by the Government of the United States, or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Iran will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Iran. The Government of Iran will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Iran, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Iran will accord the Peace Corps Representative and his staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Iran for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of Iran will accord personnel of United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Iran for their own use as is accorded Volunteers hereunder.

5. The Government of Iran will exempt from investment and deposit requirements and currency controls all funds introduced into Iran for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of Iran at the highest rate which is not unlawful in Iran.

6. The Peace Corps may assign a physician to its staff for the purpose of medical supervision of the Volunteers. In order to carry out this work the physician will travel to the areas of Volunteer assignment. The doctor will be available to work in the Government medical facilities to the extent permitted by his duties with the Peace Corps.

7 Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in Iran as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

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

J C. HOLMES

His Excellency
ABBAS ARAM,
Minister of Foreign Affairs,
Tehran.

The Iranian Minister of Foreign Affairs to the American Ambassador

اداره
شماره ٤١٦٠
تاریخ ١٣٤١/٦/٢٥
پیوست

وزارت امور خارجه

جناب آقای سفیرکبیر

احتراماً عطف بیادداشت شماره ١٠٧ مورخ ٥ سپتامبر ١٩٦٢ ومذاکراتی که بین دو دولت درباره حدمت افراد گروه صلح درکشور شاهنشاهی بعمل آمده باستحضار میرساند که مواد مندرج دریادداشت مذکور بشرح زیر مورد موافقت دولت شاهنشاهی میباشد .

١ ـ دولت ایالات متحده عده ای از افراد گروه صلح راکه دولت ایران ممکن است تقاضا کند ودولت آمریکا تصویب نماید برای انجام دادن کارهائی که مورد توافق طرفین باشد اعزام خواهد نمود . این داوطلبان تحت نظارت وسرپرستی مستقیم سازمانهای دولتی یا سازمانهای خصوصی که دو دولت معین کرده باشند کار خواهند کرد . دولت ایالات متحده آمریکا وسائل کارآموزی این عده را فراهم خواهد ساخت تا وظائف مورد توافق طرفین را بنحو موثرتری انجام دهند .

٢ ـ دولت ایران نسبت بداوطلبان واموال آنها رفتار منصفانه خواهد نمود وبآنها مساعدت وتامین کامل خواهد داد وبا آنها رفتاری را خواهد نمود که از آنچه معمولا نسبت باتباع دولت امریکا ساکن در ایران میشود کمتر نباشد وبنمایندگان دولت ایالات متحده آمریکا در تمام امور مربوط بداوطلبان تشریک مساعی ومشاوره نموده اطلاعات کامل در اختیارشان خواهد گذاشت . دولت ایران داوطلبان را نسبت بوجوهی که برای پرداخت هزینه زندگی خود دریافت میکنند وازدرآمدی که از خارج ازکشور ایران بدست میاورند از تمام عوارض گمرکی یا سایر عوارضی که باموال شخصی آنها که از خارج ازایران برای استفاده شخصی درهنگام ورود بایران آورده اند واز تمام مالیات ها وعوارض دیگر (که شامل حق مهاجرت هم میباشد) باستثنای حق صدور پروانه ومالیات وعوارض که خرید وسائل

ومواد مربوط بکاروخدمات مذکورشده معاف خواهد داشت .

۳ ــ دولت ایالات متحده امریکا برای این داوطلبان مقدارمحدودی لوازم واسباب کارکه هردودولت موافقت کنند که برای حسن انجام کارآنها ضرورت دارد فراهم خواهد ساخت .

دولت ایران تمام این وسائل واسباب کارراکه بایران وارد میشود بادولت امریکا درایران فراهم میکند یامقاطعه کاران باوجوه دولت آمریکا تهیه مینمایند ازهرگونه مالیات عوارض گمرکی وسایر عوارض معاف خواهد ساخت .

٤ ــ برای اینکه دولت ایالات متحده بتواند مسئولیت هائی راکه بموجب این موافقت نامه بعهده گرفته انجام دهد دولت ایران یکنفرنماینده گروه صلح وآن عده ازکارمندان این نماینده وافرادی راکه درسازمان های خصوصی امریکائی که برای اجرای مقاصد این موافقت نامه بادولت امریکاقرارداد دارند ودولت ایران باآن افراد موافقت کند خواهد پذیرفت .

دولت ایران اینگونه افراد راازتمام مالیات هائی که بدرآمد ازخدمت درگروه صلح یامنافع دیگر خارج ازایران عاید آنها میشود وازسایرمالیات هاوعوارض (که شامل حق مهاجرت هم هست) باستثنای حق صدورپروانه ومالیاتهاوعوارضی که حروقیمت وسائل ومواد مربوط وخدمات مذکورشده معاف خواهد داشت . دولت ایران به نماینده گروه صلح وکارمندان اوبست نه بدرآمد احت عوارض گمرکی یاسایرعوارض که باموال واشیاء مورد استفاده شخصی بایران وارد کرده اند همان رفتاری راخواهد نمود که نسبت بکارمندان هم درجه آنها درسفارتکبرای آمریکامینماید . دولت ایران بکارمندان سازمانهای خصوصی که بادولت امریکاقرارداد دارند نسبت بپرداخت عوارض گمرکی وسایرعوارضی که باشیاء واموال مورد استفاده شخصی بایران وارد کرده اند تعلق

میگیرد همان رفتاری که با افراد گروه صلح میباید معمول خواهد داشت .

۵ ـ دولت ایران تمام وجوهی را که برای مصارف این موافقت نامه بوسیله دولت آمریکا یا مقاطعه کارانی که با دولت امریکا قرارداد دارند بایران وارد میشود از هرگونه قرار و شرطی که نسبت بسرمایه گذاری و ودایع معمول باشد و همچنین از نظارت ارزی معاف خواهد داشت . این وجوه باید بپول ایران به بهترین نرخی که در ایران غیرقانونی نباشد قابل تبدیل باشد

۶ ـ گروه صلح ممکن است یک پزشک جزو کارمندان خود داشته باشد تا امور صحی داوطلبان را زیر نظر بگیرد . برای انجام این کار این پزشک میتواند بنقاطی که افراد گروه صلح مشغول کار هستند مسافرت کند . این پزشک تا حدودی که وظائف او در گروه صلح اجازه دهد ممکن است ـ در دستگاههای پزشکی دولت کار کند .

۷ ـ نمایندگان صلاحیت دار دو دولت میتوانند در مواقع مختلف نسبت بگروه صلح و برنامه عملیات آنها در ایران بمنظور اجرای این موافقتنامه ترتیباتی که ضروری یا سودمند باشد بدهند تعهد هریک از دو دولت مشروط بفراهم بودن وجه و قوانین جاریه آن دولت خواهد بود .

مدت اعتبار این موافقتنامه از تاریخ این یادداشت تا نود روز پس از تاریخ اخطار کتبی از طرف یک دولت بدولت دیگر که قصد خاتمه دادن باین موافقتنامه را دارد معتبر خواهد بود .

موقع را برای تجدید احترامات فائقه مغتنم میشمارد .

وزیر امور خارجه

عباس آرام

جناب آقای جولیوس هولمز

سفیر کبیر ایالات متحده آمریکا

تهران

Translation

MINISTRY OF FOREIGN AFFAIRS

Number · 4160 SEPTEMBER 16, 1962

EXCELLENCY

I have the honor to refer to your note No. 107, dated September 5, 1962 and to the conversations between representatives of our two Governments with respect to the service of the Peace Corps Volunteers in Iran, and to inform you that the Imperial Government of Iran agrees to the understandings proposed therein, which are set forth below

[For the English language text, see p. 434.]

This agreement shall enter into force as of the date of this note, and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

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

ABBAS ARAM

Minister of Foreign Affairs

His Excellency JULIUS HOLMES,
Ambassador of the United States of America,
Tehran.

KHMER REPUBLIC (CAMBODIA)

Agricultural Commodities

Agreement signed at Phnom Penh March 2, 1971;
Entered into force March 2, 1971.

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

The Government of the United States of America and the Government of the Khmer Republic,

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Khmer Republic (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,

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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, including the applicable annex which is an integral part of 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

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

(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 responsibility to reimburse the Government of the exporting country or to deposit any local currency of the importing 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 an initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that proportion 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. Type of Financing

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

C. 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 specified elsewhere in this agreement as follows:

1. 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.

2. 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.

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 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

3. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities financed under 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 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 Item I, Part II 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 received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped;
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 and exports by country of origin or 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 of 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 which is not less favorable to the Government of the exporting country than the highest of exchange rates legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest of exchange rates 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 as provided for in subsection 103(1) of the Act.

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (United States Calendar Year)	Approximate Maximum Quantity	Maximum Export Market Value (Thousands)
Cotton	1971	14,000 bales	$2, 016
Cotton Yarn	1971	4.4 million pounds	3, 175
Tobacco	1971	1,000 MT	1, 984
Vegetable Oil	1971	500 MT	175
Wheat Flour	1971	13,000 MT	1, 146
		TOTAL	$8, 496

ITEM II. Payment Terms:

Local Currency

1. Initial Payment - None
2. Proportions of Local Currency Indicated for Purposes Specified:
   a. U.S. Expenditures - 20 percent
   b. Section 104(c) grant for common defense - 80 percent
3. Convertibility:
   a. Section 104(b) (1) purposes - $169,920
   b. Section 104(b) (2) purposes - $169,920

ITEM III. Usual Marketing Requirement: None

ITEM. IV. Export Limitations:

A. The export limitation period with respect to each commodity financed under this agreement for commodities the same as, or like, the commodities financed under this agreement shall be the period beginning on the date of this agreement and ending on the terminal date of the supply period or on the date when all of the relevant commodities have been imported and utilized, whichever date occurs later.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like the commodities financed under this agreement are: for cotton and cotton yarn - raw cotton, cotton yarn and cloth; and for wheat flour - wheat, wheat flour and wheat products.

ITEM V. Self-Help Measures:

The Government of the Khmer Republic agrees to give priority attention to protecting the harvest, storage and movement of agricultural commodities.

PART III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. 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 Phnom Penh, in duplicate, this 2nd day of March 1971

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	FOR THE GOVERNMENT OF THE KHMER REPUBLIC:
EMORY C SWANK	TIM NGOUN
[SEAL]	[SEAL]

[Local Currency Annex]

The following provisions apply with respect to the sales of commodities financed on local currency terms:

1. The Government of the importing country shall provide for the payment in United States dollars of the balance of the ocean transportation costs for commodities required to be transported in United States flag vessels, after deducting the ocean freight differential described in Part I, Article I F, of this agreement.

2. The Government of the importing country shall pay, or cause to be paid, to the Government of the exporting country an amount of local currency equivalent to the dollar amount disbursed by the Government of the exporting country for the commodity (not including any ocean transportation costs), less any portion of the initial payment payable in dollars to the Government of the exporting country, at such time as required by the purchase authorization and regulations applicable thereto. The calculation of this local currency equivalent shall be at the applicable rate of exchange specified in Part I, Article III G, of this agreement and in effect on the date of dollar disbursement by the Government of the exporting country.

3. The Government of the exporting country shall determine which of its funds shall be used to pay any refunds of local currency which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve shall be maintained under this agreement for two years from its effective date which may be used for the payment of such refunds. Any

payment out of this reserve shall be treated as a reduction in the total local currency accruing to the Government of the exporting country under this agreement.

4. Subject to the reserve and refund provision of paragraph 3 of this annex, the local currency accruing to the Government of the exporting country from sales of these commodities shall be made available for use by the Government of the exporting country in such manner and order of priority as the Government of the exporting country shall determine, for the purposes and in the proportions indicated in Part II of the agreement.

5. Any percentage of the local currency indicated for section 104(e) purposes shall be made available for loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under section 104(e) of the Act and for administrative expenses of AID in the importing country incident thereto.

a. Such loans will be made to United States business firms (including cooperatives) and branches, subsidiaries, or affiliates of such firms for business development and trade expansion in the importing country including loans for private home construction, and to United States firms and other firms doing business in the importing country (including cooperatives) for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of, and markets for, United States agricultural products;

b. Loans will be mutually agreeable to AID and the Government of the importing country, acting through the Commissariat General au Plan (hereinafter referred to as the CGP). The Commissaire General au Plan of the CGP, or his designee, will act for the Government of the importing country, and the Administrator of AID, or his designee, will act for AID.

c. Upon receipt of an application that AID is prepared to consider, AID will inform the CGP of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

d. When AID is prepared to act favorably upon an application, it will so notify the CGP and will indicate the interest rate and the repayment period which would be used under the proposed loan. The repayment period will be consistent with the purposes of the financing and the interest rate will be similar to that prevailing in the importing country on comparable loans, but the Government of the exporting country may establish a rate no less than the rate it considers to be the cost of funds to the United States Treasury, taking into consideration the current average market yields on outstanding marketable obligations of the Government of the exporting country having a maturity comparable to the maturity of the loan.

e. Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the CGP will indicate to AID whether or not the CGP has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the CGP, it shall be understood that the CGP has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the CGP.

f. If, because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the CGP, agreements with a borrower are not reached for specific loans equal to the local currency available for section 104(e) purposes within three years from the date of this agreement, the Government of the exporting country may make available for any purpose authorized by section 104 of the Act any of the local currency with respect to which such agreements are not reached for the reasons stated above.

6. Any percentage of the local currency indicated for section 104(f) loan purposes shall be made available for loans under section 104(f) of the Act for financing such projects to promote multilateral trade and agricultural and other economic development, as may be mutually agreed.

a. Provisions relating to each loan will be set forth in a loan agreement separate from this agreement.

b. The two Governments agree to give emphasis to projects to be financed under such loans that are designed to promote, increase, and improve food production, processing, distribution and marketing.

c. If agreement is not reached on the use of the local currency available for section 104(f) loan purposes within three years from the date of this agreement, the Government of the exporting country may make available for any purpose authorized by section 104 of the Act any of the local currency with respect to which such agreement is not reached.

7. Any percentage of the local currency indicated for section 104(h) purposes shall be made available for financing programs emphasizing maternal welfare, child health and nutrition, and activities, where participation is voluntary, related to the problems of population growth as may be mutually agreed under section 104(h) of the Act. If agreement is not reached on the use of the local currency available for section 104(h) purposes within three years from the date of this agreement, the Government of the exporting country may make

available for any purpose authorized by section 104 of the Act any of the local currency with respect to which such agreement is not reached.

8. Any percentage of the local currency indicated for United States expenditures may be made available by the Government of the exporting country for expenditure under any subsection of section 104 of the Act, except that this provision shall not result in an increase in the other percentages which are indicated for specific subsections of section 104 in Part II, Item II under "Proportions of Local Currency Indicated for Specified Purposes." Such expenditures shall include, among others, those authorized by section 104(j) of the Act subject to any provisions relating thereto in Part II.

9. With respect to local currency the Government of the exporting country acquires under this agreement, and upon request of the Government of the exporting country, the Government of the importing country shall promptly convert or cause to be converted:

a. The following amounts of local currency into currencies of third countries at an exchange rate as mutually agreed by the two Governments:

(1) For purposes of section 104(b)(1) of the Act, the larger of the two following amounts:

(a) the local currency amount required to yield the United States dollar amount specified in Part II, or

(b) two per centum of the local currency accruing to the Government of the exporting country from sales made pursuant to this agreement and from payments of both principal and interest on section 104(f) loans, and

(2) For purposes of section 104(b)(2) of the Act, the local currency amount required to yield the United States dollar amount specified in Part II.

b. The following amounts of local currency into United States dollars at the applicable exchange rate in effect on the date of the request for conversion:

(1) For purposes of section 103(m)(1) of the Act, that portion of the currencies available for payment of United States obligations that is necessary to permit the Government of the United States of America or any of its agencies to meet their obligations or pay the charges they owe to the Government of the importing country or any of its agencies, and

(2) The local currency amount required to yield any additional United States dollar amount specified in Part II.

10. In addition to any local currency authorized for sale under section 104(j) of the Act the Government of the exporting country may utilize any local currency in the importing country to pay for travel which is part of a trip in which the traveler travels from, to or through the importing country. These funds (but not the sales under section 104(j)) are intended to cover only travel by persons who are traveling on official business for the Government of the exporting country or in connection with activities financed by the Government of the exporting country. The travel for which local currency may be utilized shall not be limited to services provided by the transportation facilities of the importing country.

MAURITIUS

Peace Corps

Agreement effected by exchange of notes
Signed at Port Louis March 18, 1971;
Entered into force March 18, 1971.

The American Ambassador to the Mauritian Prime Minister

No. 2 PORT LOUIS, *March 18, 1971.*

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in Mauritius.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Mauritius and approved by the Government of the United States to perform work under the immediate supervision of governmental or private organizations in Mauritius designated by our two Governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks. The Government of Mauritius will bear such share of the costs of the Peace Corps program incurred in Mauritius as our two Governments may agree should be contributed by it.

2. The Government of Mauritius will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Mauritius, and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Mauritius will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Mauritius, from all customs duties or other charges on their personal property introduced into Mauritius for their own use at or about the time of their arrival, or within 180

days after their arrival, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the price of equipment, supplies and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two Governments may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of Mauritius will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Mauritius by the Government of the United States, or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Mauritius will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Mauritius. The Government of Mauritius will exempt such persons from all taxes or income derived from the Peace Corps work or sources outside Mauritius, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Mauritius will accord the Peace Corps Representative and his staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Mauritius for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of Mauritius will accord personnel of the United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal propery introduced into Mauritius for their own use as is accorded Volunteers hereunder.

5. The Government of Mauritius will exempt from investment and deposit requirements and currency controls all funds introduced into Mauritius for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of Mauritius at the highest rate which is not unlawful in Mauritius.

6. Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in Mauritius as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between

our two Governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

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

WILLIAM D. BREWER

Dr. the Hon. SIR SEEWOOSAGUR RAMGOOLAM, Kt., M.I.A.,
Prime Minister,
Port Louis.

The Mauritian Prime Minister to the American Ambassador

No. 18714 18th MARCH, 1971

EXCELLENCY,

I have the honour to refer to your note of today's date in the following terms:

"Excellency,

I have the honour to refer to recent conversations between representatives of our two Governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in Mauritius.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Mauritius and approved by the Government of the United States to perform work under the immediate supervision of governmental or private organizations in Mauritius designated by our two Governments. The Government of the United States will provide training to enable the volunteers to perform more effectively their agreed tasks. The Government of Mauritius will bear such share of the costs of the Peace Corps program incurred in Mauritius as our two Governments may agree should be contributed by it.

2. The Government of Mauritius will accord equitable treatment to the Volunteers and their property; afford them full aid and protection including treatment no less favorable than that accorded generally to nationals of the United States residing in Mauritius; and fully inform, consult and co-operate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Mauritius will exempt the Volunteers from

all taxes on payments which they receive to defray their living costs and on income from sources outside Mauritius, from all customs duties or other charges on their personal property introduced into Mauritius for their own use at or about the time of their arrival, or within 180 days after their arrival, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the price of equipment, supplies and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two Governments may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of Mauritius will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Mauritius by the Government of the United States, or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Mauritius will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Mauritius. The Government of Mauritius will exempt such persons from all taxes or income derived from the Peace Corps work or sources outside Mauritius, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Mauritius will accord the Peace Corps Representative and his staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Mauritius for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of Mauritius will accord personnel of the United States private organisations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Mauritius for their own use as is accorded Volunteers hereunder.

5. The Government of Mauritius will exempt from investment and deposit requirements and currency controls all funds introduced into Mauritius for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of Mauritius at the highest rate which is not unlawful in Mauritius.

6. Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in Mauritius as appear necessary or desirable for the purpose of implementing this agreement. The

undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

I have the further honour to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it."

I have the honour to inform you that the foregoing proposal is acceptable to the Government of Mauritius, who, therefore, agree that your Note together with this reply shall constitute an Agreement between the two Governments in this matter.

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

S. RAMGOOLAM

S. Ramgoolam
Prime Minister

His Excellency MR. WILLIAM BREWER,
Ambassador for the U.S.A.,
Port Louis.

TIAS 7080

66-169 O - 72 - 30

MULTILATERAL

Regulation of North Pacific Whaling

Agreement signed at Tokyo December 16, 1970; [1]
Entered into force December 16, 1970.

AGREEMENT ON THE REGULATION OF NORTH PACIFIC WHALING

The Governments of Japan, of the Union of Soviet Socialist Republics, and of the United States of America, being parties to the International Convention for the Regulation of Whaling, signed at Washington on December 2nd, 1946, [2] (hereafter referred to as "the Convention"):

Have agreed upon the following:

ARTICLE 1

For the purpose of this Agreement, the open season in 1971 for pelagic baleen whaling operations shall be the period from April 15 to October 15 both inclusive.

ARTICLE 2

The total catch of baleen whales authorized under the Convention to be taken in the North Pacific Ocean and dependent waters in 1971 shall be allocated among the countries of the Signatory Governments in the following manner:

(i) Fin Whales	
Japan	568
Union of Soviet Socialist Republics	700
United States of America	40
(ii) Sei and Bryde's Whales combined	
Japan	3, 132
Union of Soviet Socialist Republics	1, 527
United States of America	51

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[1] Text as certified by the Ministry of Foreign Affairs of Japan.
[2] TIAS 1849; 62 Stat. (pt. 2) 1716.

ARTICLE 3

The fin whale quota may be converted to sei and Bryde's whales combined, or vice-versa, in terms of the formula as defined in paragraph 8(b) of the Schedule to the Convention, provided that the total catch of one or the other species does not exceed the level which is 10 percent above the quota for each species as prescribed above.

ARTICLE 4

The present Agreement shall enter into force on the day upon which it is signed by the Governments referred to in the Preamble.

ARTICLE 5

The present Agreement shall be operative until December 31, 1971.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE at Tokyo the sixteenth day of December, 1970, in the English language in a single copy which shall be deposited in the archives of the Government of Japan. The Government of Japan shall transmit certified copies thereof to all other Signatory Governments.

FOR THE GOVERNMENT OF JAPAN:

T. HIRAHARA

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:

O. TROYANOVSKY

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

ARMIN H. MEYER

[SEAL]

NEW ZEALAND

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at Washington March 30, 1971;
Entered into force March 30, 1971.

The Secretary of State to the Ambassador of New Zealand

DEPARTMENT OF STATE
WASHINGTON

MARCH 30, 1971

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 1971 and to the agreements between the United States and other countries, including New Zealand, constituting the 1970 restraint program concerning shipments of such meats to the United States.

I have the honor to inform you that the Governments of all of the countries that participated in the 1970 restraint program have agreed to enter into similar agreements for the calendar year 1971. These agreements are being embodied in exchanges of notes between the Government of the United States of America and the Governments of the respective countries.

I have the honor to propose that the agreement between our two Governments should provide as follows

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 1971 from countries participating in the restraint program shall be 1,075 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 for entry or withdrawal from warehouse for consumption during the calendar year 1971 to 234.1 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 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 of entry or withdrawal from warehouse for consumption of such meat from New Zealand, and

   (b) such regulations shall be issued only after consultation with the Government of New Zealand pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1971 will exceed the quantity specified 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 1971 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 234.1 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 1971. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1971 restraint program.

5. The Government of the United States of America shall separately report 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

[1] 34 Stat. 1260, 21 U.S.C. § 71 *et seq.*

meats will not be regarded as part of the quantity described in paragraph 2.

6. 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 increase in the total quantity permissible under the restraint program and allocation of shortfall. In particular, consultations regarding these matters and the market situation shall be held before the beginning of each calendar quarter.

7. In the event that quotas on the 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 December 31, 1971.

8. (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 month

   (i) Details from all supplying countries of imports into the United States to that date.
   (ii) An estimate of the expected supply/shipment position by country and in total.

   (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, 1971, ship by ship and port by port, based on actual loadings in New Zealand.

I have the honor to propose that, if the foregoing is acceptable to the Government of New Zealand, this note together with Your Excellency's confirmatory reply, shall 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

JULIUS L. KATZ

His Excellency
FRANK CORNER,
Ambassador of New Zealand.

TIAS 7082

The Ambassador of New Zealand to the Secretary of State

EMBASSY OF NEW ZEALAND
WASHINGTON, D.C.
31/X/71 *30 March, 1971*

SIR.

I have the honour to refer to your note of today's date 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 1971 and to the agreements between the United States and other countries, including New Zealand, constituting the 1970 restraint program concerning shipments of such meats to the United States.

I have the honor to inform you that the Governments of all of the countries that participated in the 1970 restraint program have agreed to enter into similar agreements for the calendar year 1971. These agreements are being embodied in exchanges of notes between the Government of the United States of America and the Governments of the respective countries.

I have the honor to propose that the agreement between our two Governments should provide as follows

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 1971 from countries participating in the restraint program shall be 1075 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 for entry or withdrawal from warehouse for consumption during the calendar year 1971 to 234.1 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 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 con-

sumption 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 of entry or withdrawal from warehouse for consumption of such meat from New Zealand, and

(b) such regulations shall be issued only after consultation with the Government of New Zealand pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1971 will exceed the quantity specified 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 1971 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 234.1 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 1971. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1971 restraint program.

5. The Government of the United States of America shall separately report 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.

6. 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 increase in the total quantity permissible under the restraint program and allocation of shortfall. In particular, consultations regarding these matters and the market situation shall be held before the beginning of each calendar quarter.

7 In the event that quotas on the 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 December 31, 1971.

8. (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 month

(i) Details from all supplying countries of imports into the United States to that date.

(ii) An estimate of the expected supply/shipment position by country and in total.

(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, 1971, ship by ship and port by port, based on actual loadings in New Zealand.

I have the honor to propose that, if the foregoing is acceptable to the Government of New Zealand, this note together with Your Excellency's confirmatory reply, shall 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 New Zealand which agrees that your note, together with this reply, should form an agreement between our two Governments on this matter.

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

FRANK CORNER
Ambassador

The Honorable
WILLIAM P ROGERS
Secretary of State

REPUBLIC OF KOREA

Air Transport Services

Agreement amending the agreement of April 24, 1957.
Effected by exchange of notes
Signed at Washington March 26, 1971;
Entered into force March 26, 1971.
With related notes.

The Secretary of State to the Korean Chargé d'Affaires ad interim

DEPARTMENT OF STATE
WASHINGTON

MARCH 26, 1971

SIR:

I refer to discussions which have recently taken place between representatives of the Government of the United States of America and the Government of the Republic of Korea concerning amendment of the bilateral Air Transport Agreement which was signed on April 24, 1957.[1] The representatives agreed to recommend to their respective Governments the following changes in the said Agreement and the Schedule attached thereto:

1. Article 13 – paragraph two: replace the words "the President of the International Court of Justice" with the words "the President of the Council of the International Civil Aviation Organization".
2. Schedule – delete the present Schedule and insert the following Schedule:

SCHEDULE

1. An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on each of the air routes specified, in both directions, and to make

[1] TIAS 3807; 8 UST 549.

scheduled landings in the Republic of Korea at the points specified in this paragraph:

From the United States of America via points in Japan to Seoul and beyond.

2. An airline or airlines designated by the Government of the Republic of Korea shall be entitled to operate air services on each of the air routes specified, in both directions, and to make scheduled landings in the United States at the points specified in this paragraph:

From the Republic of Korea via points in Japan to Honolulu and Los Angeles.

3. Except as otherwise provided, points on any of the specified routes may at the option of each designated airline be omitted on any or all flights.

In addition, the representatives agreed to recommend to their respective Governments the following understanding with respect to the said Agreement:

The Governments of the United States of America and the Republic of Korea agree that, without prejudice to the right of each Government to impose such uniform conditions on the use of airports and airport facilities as are consistent with Article 15 of the Convention on International Civil Aviation, [1] neither Government may unilaterally restrict the airline or airlines of the other Government with respect to capacity, frequency, scheduling or type of aircraft employed in connection with services over any of the specified routes. In the event that one of the Governments believes that the operations conducted by an airline of the other Government have been inconsistent with the standards and principles set forth in Articles 8, 9 or 10 of the Agreement, it may request consultations pursuant to Article 12 for the purpose of reviewing the operations in question to determine whether they are in conformity with said standards and principles.

I wish to inform you that the Government of the United States of America accepts the above changes and understandings with respect to the said Agreement and Schedule. If you would confirm, on behalf of your Government, that the above changes and understandings are acceptable to the Government of the Republic of Korea, this note and your confirming note in reply shall constitute an agreement between

[1] TIAS 1591, 6605, 6681; 61 Stat. 1180; 19 UST 7693; 20 UST 718.

our two Governments which shall enter into force from the date of your note in reply.

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

For the Secretary of State:

PHILIP H. TREZISE

The Honorable
HO EUL WHANG,
Charge d'Affaires ad interim of Korea.

The Korean Chargé d'Affaires ad interim to the Secretary of State

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D.C.

KAM 71/40

MARCH 26, 1971

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date which reads as follows:

"I refer to discussions which have recently taken place between representatives of the Government of the United States of America and the Government of the Republic of Korea concerning amendment of the bilateral Air Transport Agreement which was signed on April 24, 1957. The representatives agreed to recommend to their respective Governments the following changes in the said Agreement and the Schedule attached thereto:

1. Article 13 – paragraph two: replace the words "the President of the International Court of Justice" with the words "the President of the Council of the International Civil Aviation Organization."
2. Schedule – delete the present Schedule and insert the following Schedule:

SCHEDULE

1. An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on each of the air routes specified, in both directions. and to make scheduled landings in the Republic of Korea at the points specified in this paragraph:

From the United States of America via points in Japan to Seoul and beyond.

2. An airline or airlines designated by the Government of the Republic of Korea shall be entitled to operate air services on each of the air routes specified, in both directions, and to make scheduled landings in the United States at the points specified in this paragraph:

From the Republic of Korea via points in Japan to Honolulu and Los Angeles.

3. Except as otherwise provided, points on any of the specified routes may at the option of each designated airline be omitted on any or all flights.

In addition, the representatives agreed to recommend to their respective Governments the following understanding with respect to the said Agreement:

The Governments of the United States of America and the Republic of Korea agree that, without prejudice to the right of each Government to impose such uniform conditions on the use of airports and airport facilities as are consistent with Article 15 of the Convention on International Civil Aviation, neither Government may unilaterally restrict the airline or airlines of the other Government with respect to capacity, frequency, scheduling or type of aircraft employed in connection with services over any of the specified routes. In the event that one of the Governments believes that the operations conducted by an airline of the other Government have been inconsistent with the standards and principles set forth in Articles 8, 9 or 10 of the Agreement, it may request consultations pursuant to Article 12 for the purpose of reviewing the operations in question to determine whether they are in conformity with said standards and principles.

I wish to inform you that the Government of the United States of America accepts the above changes and understandings with respect to the said Agreement and Schedule. If you would confirm, on behalf of your Government, that the above changes and understandings are acceptable to the Government of the Republic of Korea, this note and your confirming note in reply shall constitute an agreement between our two Governments which shall enter into force from the date of your note in reply."

I have further the honor to confirm on behalf of the Government of the Republic of Korea that the above changes and understanding are acceptable to the Government of the Republic of Korea and Your Excellency's note and this reply thereto shall constitute an agreement

between our two Governments which shall enter into force from the date of this reply.

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

H. E. WHANG

Ho Eul Whang
Charge d'Affaires ad interim

His Excellency
WILLIAM P. ROGERS
Secretary of State
of the United States of America
Washington, D.C.

[RELATED NOTES]

DEPARTMENT OF STATE
WASHINGTON

MARCH 26, 1971

SIR:

I refer to the discussions which have recently taken place between representatives of the Government of the United States of America and the Government of the Republic of Korea concerning the Air Transport Agreement between our two Governments which was signed on April 24, 1957 and amended on March 26, 1971. The representatives agreed to recommend to their respective Governments the following understanding with respect to the manner in which air services on the routes described in the Schedule attached to the said Agreement will be conducted:

1. With regard to the route described in Paragraph 1 of the Schedule, air services shall not be operated beyond Seoul to any country which is not now recognized by the Republic of Korea unless the Government of the Republic of Korea permits a Korean airline or an airline of any third country to operate air services between the Republic of Korea and such country or unless such country has since been recognized by the Government of the Republic of Korea.

2. With regard to the route described in Paragraph 2 of the Schedule, with the exception of all cargo/mail flights, all flights which serve Los Angeles shall also serve Honolulu.

I wish to inform you that the Government of the United States of America accepts the above understanding. If you would confirm, on behalf of your Government, that the above understanding is acceptable to the Government of the Republic of Korea, this note and your confirming note in reply shall constitute an agreement between our two Governments on this matter.

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

For the Secretary of State:

PHILIP H. TREZISE

The Honorable
HO EUL WHANG,
Charge d'Affaires ad interim,
of Korea.

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D.C.

KAM 71/41 MARCH 26, 1971

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date which reads as follows:

"I refer to the discussions which have recently taken place between representatives of the Government of the United States of America and the Government of the Republic of Korea concerning the Air Transport Agreement between our two Governments which was signed on April 24, 1957 and amended on March 26, 1971. The representatives agreed to recommend to their respective Governments the following understanding with respect to the manner in which air services on the routes described in the Schedule attached to the said Agreement will be conducted:

1. With regard to the route described in Paragraph 1 of the Schedule, air services shall not be operated beyond Seoul to any country which is not now recognized by the Republic of Korea unless the Government of the Republic of Korea permits a Korean airline or an airline of any third country to operate air services between the Republic of Korea and such

country or unless such country has since been recognized by the Government of the Republic of Korea.

2. With regard to the route described in Paragraph 2 of the Schedule, with the exception of all-cargo/mail flights, all flights which serve Los Angeles shall also serve Honolulu.

I wish to inform you that the Government of the United States of America accepts the above understanding. If you would confirm, on behalf of your Government, that the above understanding is acceptable to the Government of the Republic of Korea, this note and your confirming note in reply shall constitute an agreement between our two Governments on this matter."

I have further the honor to confirm on behalf of the Government of the Republic of Korea that the above understanding is acceptable to the Government of the Republic of Korea and Your Excellency's note and this reply thereto shall constitute an agreement between our two Governments on this matter.

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

H. E. WHANG

Ho Eul Whang
Charge d'Affaires ad interim

His Excellency
WILLIAM P. ROGERS
Secretary of State
of the United States of America
Washington, D.C.

DEPARTMENT OF STATE
WASHINGTON

MARCH 26, 1971

SIR:

I refer to discussions which have recently taken place between representatives of the Government of the United States of America and the Government of the Republic of Korea concerning the Air Transport Agreement between our Governments which was signed on April 24, 1957, and amended on March 26, 1971. The representatives agreed to recommend to their respective Governments that ground equipment introduced into the territory of one Contracting Party by the other Contracting Party or its nationals and intended solely for

use in connection with the entry and departure of aircraft and safety of operation of aircraft of such Contracting Party shall be exempt on a basis of reciprocity from customs duties, inspection fees and other national duties or charges.

I wish to inform you that the Government of the United States of America accepts the above recommendation. If you would confirm, on behalf of your Government, that the Government of the Republic of Korea also accepts the above recommendation, this note and your confirming note in reply shall constitute an agreement between our two Governments on this matter.

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

For the Secretary of State:

PHILIP H. TREZISE

The Honorable
HO EUL WHANG,
Charge d'Affaires ad interim
of Korea.

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D.C.

KAM 71/42 MARCH 26, 1971

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date which reads as follows:

"I refer to discussions which have recently taken place between representatives of the Government of the United States of America and the Government of the Republic of Korea concerning the Air Transport Agreement between our Governments which was signed on April 24, 1957, and amended on March 26, 1971. The representatives agreed to recommend to their respective Governments that ground equipment introduced into the territory of one Contracting Party by the other Contracting Party or its nationals and intended solely for use in connection with the entry and departure of aircraft and safety of operation of aircraft of such Contracting Party shall be exempt on a basis of reciprocity from customs duties, inspection fees and other national duties or charges. I wish to inform you that the Government of the United States of America accepts the above recommendation. If you

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would confirm, on behalf of your Government, that the Government of the Republic of Korea also accepts the above recommendation, this note and your confirming note in reply shall constitute an agreement between our two Governments on this matter."

I have further the honor to confirm on behalf of the Government of the Republic of Korea that the above recommendation is acceptable to the Government of the Republic of Korea and Your Excellency's note and this reply thereto shall constitute an agreement between our two Governments which shall enter into force from the date of this reply.

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

H. E. WHANG

Ho Eul Whang
Charge d'Affaires ad interim

His Excellency
WILLIAM P. ROGERS
Secretary of State
of the United States of America
Washington, D.C.

VIET-NAM

Agricultural Commodities

Agreement amending the agreement of July 8, 1970, as amended.
Effected by exchange of notes
Signed at Saigon March 25, 1971;
Entered into force March 25, 1971.

The American Ambassador to the Vietnamese Minister of Foreign Affairs

AMERICAN EMBASSY
SAIGON, VIETNAM

No. 57 MARCH 25, 1971

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of July 8, 1970, as amended,[1] and propose that:

(A) Part II, Item I of the Agreement be further amended by increasing the approximate maximum quantity for nonfat dry milk to "8,868 metric tons" and the maximum export market value for nonfat dry milk to "$3.3 million", and the total of Item I to "$63.4 million."

(B) Part II, Item II Payment Terms, B., Convertibility be changed to "$1,268,000."

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two governments to enter into force on the date of your note in reply.

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

ELLSWORTH BUNKER

Ellsworth Bunker
American Ambassador

His Excellency
TRAN VAN LAM
Minister of Foreign Affairs
Republic of Vietnam
Saigon, Vietnam

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[1] TIAS 6983, 6990, 6995, 7050; 21 UST 2443, 2492, 2513; *ante*, p. 208.

The Vietnamese Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No. 1421/EF/HT

SAIGON, *March 25, 1971*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No. 57 dated March 25, 1971 which reads as follows

"I have the honor to refer to the Agricultural Commodities Agreement of July 8, 1970, as amended, and propose that

(A) Part II, Item I of the Agreement be further amended by increasing the approximate maximum quantity for nonfat dry milk to "8,868 metric tons" and the maximum export market value for nonfat dry milk to "$3.3 million", and the total of Item I to "$63.4 million."

(B) Part II, Item II Payment Terms, B., Convertibility be changed to "$1,268,000."

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two governments to enter into force on the date of your note in reply

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

I have the honor to confirm to Your Excellency my concurrence in the contents of Your Note.

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

TRAN VAN LAM

[SEAL]

Tran-Van-Lam
Minister of Foreign Affairs

His Excellency
ELLSWORTH BUNKER
Ambassador of the United States of America
Saigon

INDONESIA

Agricultural Commodities

Agreement signed at Djakarta March 17, 1971; Entered into force March 17, 1971.

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

The Government of the United States of America and the Government of Indonesia, as the Thirteenth Supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on September 15, 1967 [1] (hereafter referred to as the September Agreement), have agreed to the commodity sale specified below. The Thirteenth Supplementary agreement shall consist of the Preamble, Parts I and III, and the Convertible Local Currency Credit (CLCC) Annex of the September Agreement and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period	Approximate Maximum Quantity	Maximum Export Market Value
	(United States Calendar Year)	(Metric Tons)	(Millions)
Wheat/Wheat Flour	1971	460,000 (Wheat equivalent basis)	$29.4
Cotton	1971	204,000 bales	$29.2
		TOTAL	$58.6

[1] TIAS 6346; 18 UST 2393.

ITEM II. Payment Terms:

Convertible Local Currency Credit

1. Initial Payment – None
2. Currency Use Payment – None
3. Amount of Each Installment Payment – Approximately equal annual amounts
4. Number of Installment Payments – 31
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 Requirements: None

ITEM IV. Export Limitations:

A. With respect to the commodities financed under this agreement, the export limitation period for same or like commodities shall be the period beginning on the date of the agreement and ending on the final date on which the relevant commodities financed under this agreement are being imported and utilized.

B. For the purpose of Part I, Article III A 3, of the Agreement, commodities considered to be same as, or like, commodities imported under this agreement are for wheat/wheat flour – wheat, wheat flour and wheat food products, rice and rice products; and for cotton – raw cotton, cotton yarn and/or cotton textiles except batiks and similar handicraft products.

ITEM V. Self-Help Measures:

The Government of Indonesia accords its highest national priority to increasing production in the agricultural sector. The Government's Five Year Plan calls for a concerted effort to increase productivity by providing better technology to the farmers and providing economic incentives for their adoption through the growth of modern marketing facilities. Specifically, it intends to provide better storage facilities, better transport methods, and to adopt sound government food purchasing policies. The Government of Indonesia is especially interested to see that farmers are given sufficient incentives to increase production, while at the same time limiting retail price movements to levels consistent with continuing overall price stability.

Towards these ends, the Government of Indonesia intends to take the following actions:

1. Procurement and Prices:

The Government will continue to maintain the price of rice to the farmer at levels sufficient to encourage farmers to use optimum quantities of fertilizer, pesticides, and high-yielding varieties of seed. The domestic rice procurement and sales program operated by the Government will be conducted so as to adjust to changes in the price and supply situation to help maintain adequate incentives to producers. Maximum effort will be made to eliminate barriers to the free movement of agricultural products from region to region. Subsidies for competing foodstuffs will take into account the need for producer incentive prices as well as the goal of price stabilization. Other measures will be introduced to facilitate the development of the domestic rice trade including the private sector. Such measures should include: (a) the establishment of published standards for grading milled rice to be used in all Government rice trading, and all non-government organizations, and private citizens engaged in milling, storing and trading rice will be encouraged to adopt these standards; (b) the continued operation and improvement of a unified system of reporting prices of stalk paddy and brown rice received by rice producers at the subdistrict (Katjamatan) level in all major rice producing areas, which will be disseminated in such form as to be available to all farmers in major rice producing areas and all interested offices in Djakarta; and (c) provide and encourage the use of credit by the private sector to expand and improve storage and milling facilities.

2. Availability of Production Inputs:

The Government of Indonesia will assure that fertilizer, pesticides and high-yielding varieties of seed are available at the farm level at the time they are needed. As a first step toward rapidly expanding the application of agricultural inputs, targets for the use, production and import of fertilizer and pesticides will be prepared. These targets will be based on actual experience with input distribution in the preceding year. The Government will develop a comprehensive plan to meet these targets. As part of this program, efforts will be made to encourage private sector participation in the distribution and sale of production inputs.

In support of this effort, the Government will develop a coordinated national rice research program to adapt available basic research to Indonesian conditions.

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

For the economic development purposes specified in Item V (Self-Help Measures) and for such other economic development purposes as may be mutually agreed upon.

ITEM VII. Other Provisions:

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

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

DONE at Djakarta, in duplicate, this 17th day of March 1971.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
F. J. GALBRAITH	ADAM MALIK

FEDERAL REPUBLIC OF GERMANY

Education: Financing of Exchange Programs

Agreement supplementing the agreement of November 20, 1962, as supplemented.
Effected by exchange of notes
Dated at Bonn and Bonn-Bad Godesberg February 1 and March 15, 1971;
Entered into force March 15, 1971.

The German Foreign Office to the American Embassy

AUSWARTIGES AMT

IV 5-83.73/1 - 0

Verbalnote

Das Auswärtige Amt beehrt sich, auf die das Fulbright-Abkommen vom 20. November 1962 betreffende Verbalnote der Botschaft der Vereinigten Staaten von Amerika Nr. 292 vom 22. Dezember 1970, deren Eingang hiermit bestätigt wird, und auf die Unterredungen, die in der Zwischenzeit zwischen den Vertretern der beiden Regierungen über die Finanzierung des Fulbright-Programms im Haushaltsjahr 1971 stattgefunden haben, Bezug zu nehmen.

Das Auswärtige Amt schlägt vor, das Abkommen zwischen der Regierung der Bundesrepublik Deutschland und der Regierung der Vereinigten Staaten von Amerika über die Durchführung von Austauschvorhaben zum Zwecke der Aus- und Weiterbildung vom 20. November 1962, dessen Finanzierung in Artikel 8 und dem—durch Notenwechsel — am 5. Juni 1970 in Kraft getretenen Zusatz zu Artikel 8 bis zum 31. März 1971 geregelt ist, wie folgt zu ergänzen:

"Die Regierung der Vereinigten Staaten von Amerika ist bereit, für die Finanzierung des Abkommens im Programmjahr 1971/72 400.000,—$ in deutscher Währung beizutragen. Die Regierung der Bundesrepublik Deutschland ist ihrerseits bereit, sich für dasselbe Jahr mit einem Zuschuß in gleicher Höhe an der Finanzierung des Programms zu beteiligen. Die Bereitstellung der Mittel erfolgt unter der Voraussetzung, daß die Kommission ihre eigenen Geldreserven, wie bereits am 19. November 1970 beschlossen, dazu benutzt, die Beiträge der beiden Regierungen um den Betrag zu erhöhen, der für

die Durchführung des im Haushaltsvoranschlag der Kommission vorgesehenen Gesamtprogramms außerdem erforderlich ist. Für die Zahlung der Regierungsbeiträge gelten die bisherigen Fälligkeitstermine 1. April und 30. Juni."

Das Auswärtige Amt wäre für eine Bestätigung des Zusatztextes dankbar und erlaubt sich vorzuschlagen, diese Note und die Antwortnote der Botschaft der Vereinigten Staaten von Amerika hierauf als drittes Zusatzabkommen der beiden Regierungen zum Abkommen über die Durchführung von Austauschvorhaben zum Zwecke der Aus- und Weiterbildung vom 20. November 1962 anzusehen, das mit dem Datum der dortigen Antwortnote in Kraft treten soll.

Das Auswärtige Amt benutzt diesen Anlaß, die Botschaft der Vereinigten Staaten von Amerika erneut seiner ausgezeichneten Hochachtung zu versichern.

BONN, *den 1. Februar 1971*

[SEAL]

An die
BOTSCHAFT DER VEREINIGTEN
STAATEN VON AMERIKA

Translation

THE FOREIGN OFFICE

IV 5 - 83.73/1 - 0

Note Verbale

The Foreign Office has the honor to refer to the Fulbright Agreement of November 20, 1962,[1] and to the Note Verbale of the Embassy of the United States of America No. 292, dated December 22, 1970[2] relating thereto, receipt of which is acknowledged herewith, and to the discussions which have taken place in the meantime between the representatives of both Governments about the financing of the Fulbright Program during Fiscal Year 1971.

The Foreign Office proposes to supplement as follows the agreement between the Government of the Federal Republic of Germany and the Government of the United States of America for conducting certain educational exchange programs of November 20, 1962, the financing of which has been provided for until March 31, 1971, by Article 8 and the addendum thereto which came into force on June 5, 1970, pursuant to an exchange of notes.[3]

[1] TIAS 5518; 15 UST 78.
[2] Not printed.
[3] TIAS 6892; 21 UST 1356.

"The Government of the United States of America makes available to the Commission $400,000.00 in German currency for the program year 1971/72. The Government of the Federal Republic of Germany is prepared to contribute the same amount to the financing of the program for the same year. The funds will be made available with the provision that the Commission as decided on November 19, 1970, will use its own reserve funds to supplement the contributions of both governments with the amount additionally necessary for implementing the total program as planned in the budget proposal of the Commission. Payment of government contributions will be due, as in the past, on April 1 and June 30."

The Foreign Office would appreciate receiving confirmation of the addendum and takes the liberty of suggesting that this Note and the reply Note of the Embassy of the United States of America hereto be recognized as a third supplement of both governments to the agreement for conducting certain educational exchange programs of November 20, 1962, to become effective with the date of the Embassy's reply Note.

The Foreign Office takes this occasion to ensure the Embassy of the United States of America of its continued high regard.

BONN, *February 1, 1971*

[Seal]

The American Embassy to the German Foreign Office

No. 48

The Embassy of the United States of America has the honor to acknowledge the receipt of the Note of February 1, 1971, from the Foreign Office regarding the "Agreement Between the Governments of the United States of Amercia and the Federal Republic of Germany for Conducting Certain Educational Exchange Programs," dated November 20, 1962.

The Embassy of the United States herewith accepts the proposed wording for a further supplement to Article 8, as provided in the Foreign Office's Note of February 1, 1971, and regards it as having entered into force as of this date.

EMBASSY OF THE UNITED STATES OF AMERICA
Bonn-Bad Godesberg, March 15, 1971

PAKISTAN

Agricultural Commodities

Agreement signed at Islamabad November 25, 1970;
Entered into force November 25, 1970.
And amending agreement
Effected by exchange of notes
Signed at Islamabad March 25, 1971;
Entered into force March 25, 1971.

SEVENTH SUPPLEMENTARY AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PAKISTAN FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Pakistan, as a seventh supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on May 11, 1967 [1] (hereinafter referred to as the May Agreement), have agreed to the sales of commodities specified below. This agreement shall consist of the Preamble and Parts I and III of the May Agreement, together with the Convertible Local Currency Credit Annex of the August 3, 1967 Agreement,[2] the following Part II and Local Currency Annex:

[1] TIAS 6258; 18 UST 512.
[2] TIAS 6320; 18 UST 1757.

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

	Supply Period	Approximate Maximum Quantity	Maximum Export Market Value
	(U.S. Fiscal Year)		(Millions)
A. Convertible Local Currency Credit			
Wheat/wheat flour (in wheat equivalent).	1971	365,000 MT	$21. 6
Soybean and/or Cottonseed Oil.	1971	100,000 MT	28. 9
Tobacco	1971	486 MT	1. 5
Cotton, extra long staple	1971	9,700 Bales	2. 3
		SUBTOTAL	$54. 3
B. Local Currency			
Wheat/wheat flour (in wheat equivalent).	1971	357,000 MT	$21. 1
		TOTAL	$75. 4

ITEM II. Payment Terms:

A. Convertible Local Currency Credit

1. Initial Payment - None
2. Number of Installment Payments - 31
3. Amount of Each Installment Payment - Approximately equal annual amounts.
4. Due Date of First Installment Payment - 10 years after the date of last delivery of commodities in each calendar year.
5. Initial Interest Rate - 2 percent
6. Continuing Interest Rate - 3 percent

B. Local Currency

1. Initial Payment - None
2. Proportions of Local Currency Indicated for Specified Purposes:

   a. United States expenditures - 20 percent, of which not more than $2,656,000 shall be sold under Section 104(j) of the Act,[1] but the total available for United States expenditures shall not be less than the amount convertible under 3 below plus the amount sold under section 104(j).

   b. Sections 104(f) and/or 104(h) grants - 80 percent, to be used as grants for Pakistan's Rural Development Program and/or Family Planning, subject to reduction as may be

[1] 80 Stat. 1531; 7 U.S.C. § 1704(j).

necessary to provide the local currencies required for United States expenditures under (a) above. These funds are for financing such projects as are mutually agreed by the two Governments, but not less than 20 percent of the total currencies accruing to the Government of the exporting country from sales of commodities under this agreement shall be used for self-help measures described in Item V of Part II of the agreements of May 11, August 3, and December 26, 1967; May 16, 1968, July 3 and October 3, 1969; and January 10, 1970.[1] If no agreement is reached on the use of local currency available for Section 104(f) and/or 104(h) grants within three years from the date of this agreement, the Government of the exporting country may make available for any purpose authorized by Section 104 of the Act any of this local currency on which such agreement has not been reached. The wheat equivalent of these grants will be considered as a part of the U.S. contribution under the Food Aid Convention.[2]

3. Convertibility

a. Section 104(b)(1) – $422,000
b. Section 104(b)(2) – $422,000
c. $2,656,000 less the amount sold under Section 104(j)

ITEM III. Usual Marketing Table:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Wheat/wheat flour (in wheat equivalent)	1971	100,000 MT
Soybean and/or Cottonseed oil.	1971	21,500 MT of which at least 2,500 MT must be imported from the U.S.A.

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodity shall be for United States Fiscal Year 1971 or any subsequent United States Fiscal Year during which the said commodities financed under this agreement are being imported or utilized, whichever is later.

B. For the purpose of Part I, Article III A 3, of the agreement, the commodities considered to be the same as or like the commodities imported under this agreement are: for wheat/wheat flour – foodgrains, including wheat, corn, barley, jowar, bajra, rice (except for superior grades known as Basmati, Permal and Begmi) and products thereof; for soybean and/or cottonseed oil – oilseeds and edible

[1] TIAS 6422, 6496, 6765, 6807, 6821; 18 UST 3275; 19 UST 4915; 20 UST 2878, 4111; 21 UST 375.
[2] TIAS 6537; 19 UST 5772.

vegetable oils including soybean, cottonseed, rapeseed, mustard seed, sesame and products thereof; and for cotton – extra long staple cotton and textiles made from extra long staple cotton.

ITEM V. Self-Help Measures:

In addition to maintaining priority on the self-help provisions set forth in the agreements of October 3, 1969 and January 10, 1970, the Government of Pakistan will also place emphasis on diversification of agriculture with the objective of improved nutrition by encouraging agricultural research and production in secondary and commercial crops.

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

For the purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Other Provisions:

A. The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

The Government of the importing country will take steps to assure that local currency conversions provided for under this and past agreements will be processed promptly upon the request of the Government of the exporting country.

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

DONE at Islamabad, in duplicate, this twenty fifth day of November, 1970.

FOR THE GOVERNMENT OF PAKISTAN

By: S. S. IQBAL HOSAIN

[SEAL] Name: S. S. Iqbal Hosain
Title: *Secretary, Economic Coordination and External Assistance Division Government of Pakistan*

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: JOSEPH S. FARLAND

[SEAL] Name: Joseph S. Farland
Title: *U.S. Ambassador to Pakistan*

LOCAL CURRENCY ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PAKISTAN FOR SALES OF AGRICULTURAL COMMODITIES

The following provisions apply with respect to the sales of commodities financed on local currency terms:

1. The Government of the importing country shall provide for the payment in United States dollars of the balance of ocean transportation costs for commodities required to be transported in United States flag vessels, after deducting the ocean freight differential described in Part I, Article I F, of this agreement.

2. The Government of the importing country shall pay, or cause to be paid, to the Government of the exporting country an amount of local currency equivalent to the dollar amount disbursed by the Government of the exporting country for the commodity (not including any ocean transportation costs), less any portion of the initial payment payable in dollars to the Government of the exporting country, at such time as required by the purchase authorization and regulations applicable thereto. The calculation of this local currency equivalent shall be at the applicable rate of exchange specified in Part I, Article III G, of this agreement and in effect on the date of dollar disbursement by the Government of the exporting country.

3. The Government of the exporting country shall determine which of its funds shall be used to pay any refunds of local currency which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve shall be maintained under this agreement for two years from its effective date which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total local currency accruing to the Government of the exporting country under this agreement.

4. Subject to the reserve and refund provision of paragraph 3 of this annex, the local currency accruing to the Government of the exporting country from sales of these commodities shall be made available for use by the Government of the exporting country in such manner and order of priority as the Government of the exporting country shall determine, for the purposes and in the proportions indicated in Part II of the agreement.

5. Any percentage of the local currency indicated for section 104(e) purposes shall be made available for loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under section 104(e) of the Act and for administrative expenses of AID in the importing country incident thereto.

a. Such loans will be made to United States business firms (including cooperatives) and branches, subsidiaries, or affiliates of such firms for business development and trade expansion in the importing country including loans for private home construction, and to United States firms and other firms doing business in the importing country (including cooperatives) for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of, and markets for, United States agricultural products;

b. Loans will be mutually agreeable to AID and the Government of the importing country, acting through the State Bank of Pakistan (hereinafter referred to as the State Bank). The Governor of the State Bank, or his designee, will act for the Government of the importing country, and the Administrator of AID, or his designee, will act for AID.

c. Upon receipt of an application that AID is prepared to consider, AID will inform the State Bank of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

d. When AID is prepared to act favorably upon an application, it will so notify the State Bank and will indicate the interest rate and the repayment period which would be used under the proposed loan. The repayment period will be consistent with the purposes of the financing and the interest rate will be similar to that prevailing in the importing country on comparable loans, but the Government of the exporting country may establish a rate no less than the rate it considers to be the cost of funds to the United States Treasury, taking into consideration the current average market yields on outstanding marketable obligations of the Government of the exporting country having a maturity comparable to the maturity of the loan.

e. Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the State Bank will indicate to AID whether or not the State Bank has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the State Bank, it shall be understood that the State Bank has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the State Bank.

f. If, because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the State Bank, agreements with a borrower are not reached for specific loans equal to the local currency available for section 104(e) pur-

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poses within three years from the date of this agreement, the Government of the exporting country may make available for any purpose authorized by section 104 of the Act any of the local currency with respect to which such agreements are not reached for the reasons stated above.

6. Any percentage of the local currency indicated for section 104(f) loan purposes shall be made available for loans under section 104(f) of the Act for financing such projects to promote multilateral trade and agricultural and other economic development, as may be mutually agreed.

a. Provisions relating to each loan will be set forth in a loan agreement separate from this agreement.

b. The two Governments agree to give emphasis to projects to be financed under such loans that are designed to promote, increase, and improve food production, processing, distribution and marketing.

c. If agreement is not reached on the use of the local currency available for section 104(f) loan purposes within three years from the date of this agreement, the Government of the exporting country may make available for any purpose authorized by section 104 of the Act any of the local currency with respect to which such agreement is not reached.

7. Any percentage of the local currency indicated for section 104(h) purposes shall be made available for financing programs emphasizing maternal welfare, child health and nutrition, and activities, where participation is voluntary, related to the problems of population growth as may be mutually agreed under section 104(h) of the Act. If agreement is not reached on the use of the local currency available for section 104(h) purposes within three years from the date of this agreement, the Government of the exporting country may make available for any purpose authorized by section 104 of the Act any of the local currency with respect to which such agreement is not reached.

8. Any percentage of the local currency indicated for United States expenditures may be made available by the Government of the exporting country for expenditure under any subsection of section 104 of the Act, except that this provision shall not result in an increase in the other percentages which are indicated for specific subsections of section 104 in Part II, Item II under "Proportions of Local Currency Indicated for Specified Purposes." Such expenditures shall include, among others, those authorized by section 104(j) of the Act subject to any provisions relating thereto in Part II.

9. With respect to local currency the Government of the exporting country acquires under this agreement, and upon request of the Gov-

ernment of the exporting country, the Government of the importing country shall promptly convert or cause to be converted:

a. The following amounts of local currency into currencies of third countries at an exchange rate as mutually agreed by the two Governments:

(1) For purposes of section 104(b)(1) of the Act, the larger of the two following amounts:

(a) the local currency amount required to yield the United States dollar amount specified in Part II, or

(b) two per centum of the local currency accruing to the Government of the exporting country from sales made pursuant to this agreement and from payments of both principal and interest on section 104(f) loans, and

(2) For purposes of section 104(b)(2) of the Act, the local currency amount required to yield the United States dollar amount specified in Part II.

b. The following amounts of local currency into United States dollars at the applicable exchange rate in effect on the date of the request for conversion:

(1) For purposes of section 103(m)(1) of the Act, that portion of the currencies available for payment of United States obligations that is necessary to permit the Government of the United States of America or any of its agencies to meet their obligations or pay the charges they owe to the Government of the importing country or any of its agencies, and

(2) The local currency amount required to yield any additional United States dollar amount specified in Part II.

10. In addition to any local currency authorized for sale under section 104(j) of the Act the Government of the exporting country may utilize any local currency in the importing country to pay for travel which is part of a trip in which the traveler travels from, to or through the importing country. These funds (but not the sales under section 104(j)) are intended to cover only travel by persons who are traveling on official business for the Government of the exporting country or in connection with activities financed by the Government of the exporting country. The travel for which local currency may be utilized shall not be limited to services provided by the transportation facilities of the importing country.

[Amending Agreement]

EMBASSY OF THE
UNITED STATES OF AMERICA
Islamabad, March 25, 1971

DEAR MR. SECRETARY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on November 25, 1970, and to propose that said Agreement be amended as follows:

1. In Part II, Item I, Commodity Table: Increase the Maximum Export Market Value for Soybean and/or Cottonseed Oil to $34.2 (millions); increase the subtotal of Convertible Local Currency Credit to $59.6 (millions); increase the Total Maximum Export Market Value to $80.7 (millions).

2. In Part II, Item III, Usual Marketing Table: Delete the phrase "Soybean and/or Cottonseed Oil" and substitute the phrase "Edible Vegetable Oil".

All other terms and conditions of the November 25, 1970 Agreement shall remain the same.

If the foregoing is acceptable to your Government, I propose that this note and your reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

Sincerely yours,

JOSEPH S. FARLAND

Joseph S. Farland
American Ambassador

MR. S. S. IQBAL HOSAIN, S.Q.A.
Secretary
Economic Coordination and
External Assistance Division
Islamabad.

GOVERNMENT OF PAKISTAN
PRESIDENT'S SECRETARIAT
ECONOMIC AFFAIRS DIVISION

Telegrams "ECONOMIC"

No. 4(26)US-VI/70 ISLAMABAD dated the *25th March, 1971.*

EXCELLENCY:

I have the honour to acknowledge with thanks the receipt of your letter dated March 25, 1971, containing the proposal for amendment of the Agricultural Commodities Agreement between our two Governments, signed on November 25, 1970.

The text of your letter under reference is re-produced below:

"I have the honour to refer to the Agricultural Commodities Agreement between our two Governments signed on November 25, 1970, and to propose that said Agreement be amended as follows:

1. In Part II, Item 1, Commodity Table: Increase the Maximum Export Market Value for Soybean and/or Cotton seed Oil to $34.2 (million); increase the subtotal of Convertibility Local Currency Credit to $59.6 (million); increase the Total Maximum Export Market Value to $80.7 (million).
2. In Part II, Item III, Usual Marketing Table: Delete the phrase "Soybean and/or Cottonseed Oil" and substitute the phrase "Edible Vegetable Oil".

All other terms and conditions of the November 25, 1970 Agreement shall remain the same.

If the foregoing is acceptable to your Government, I propose that this note and your reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your note in reply.

Accept, please the renewed assurances of my highest consideration."

I write to concur in the contents of your letter and to confirm that this exchange of letters between us shall constitute an agreement between our two Governments.

I avail of this opportunity for renewing to Your Excellency, the assurances of my highest consideration.

Sincerely yours,

S. S. IQBAL HOSAIN

S. S. Iqbal Hosain

H. E. MR. JOSEPH S. FARLAND,
Ambassador of United States of America,
Islamabad.

MEXICO

Recovery and Return of Stolen Archaeological, Historical and Cultural Properties

Treaty signed at Mexico City July 17, 1970;
Ratification advised by the Senate of the United States of America February 10, 1971;
Ratified by the President of the United States of America February 23, 1971,
Ratified by Mexico February 12, 1971,
Ratifications exchanged at Washington March 24, 1971;
Proclaimed by the President of the United States of America April 7, 1971;
Entered into force March 24, 1971.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

A Treaty of Cooperation between the United States of America and the United Mexican States Providing for the Recovery and Return of Stolen Archaeological, Historical and Cultural Properties was signed at the City of Mexico on July 17, 1970, the text of which is hereto annexed,

The Senate of the United States of America by its resolution of February 10, 1971, two-thirds of the Senators present concurring, gave its advice and consent to ratification of the Treaty;

The President ratified the Treaty on February 23, 1971 in pursuance of the advice and consent of the Senate;

The instruments of ratification of the respective Parties were exchanged at Washington on March 24, 1971, and

It is provided in Article VI of the Treaty that it shall enter into force on the day of exchange of the instruments of ratification,

NOW, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Treaty to the end that it shall be observed and fulfilled with good faith on and after March 24, 1971 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 seventh day of April in the year of our Lord one thousand nine hundred seventy-one
[SEAL] and of the Independence of the United States of America the one hundred ninety-fifth.

RICHARD NIXON

By the President:
WILLIAM P ROGERS
Secretary of State

TREATY OF COOPERATION BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED MEXICAN STATES PROVIDING FOR THE RECOVERY AND RETURN OF STOLEN ARCHAEOLOGICAL, HISTORICAL AND CULTURAL PROPERTIES.

The United States of America and the United Mexican States, in a spirit of close cooperation and with the mutual desire to encourage the protection, study and appreciation of properties of archaeological, historical or cultural importance, and to provide for the recovery and return of such properties when stolen, have agreed as follows:

ARTICLE I

1. For the purposes of this Treaty, "archaeological, historical and cultural properties" are defined as

(a) art objects and artifacts of the pre-Colombian cultures of the United States of America and the United Mexican States of outstanding importance to the national patrimony, including stelae and architectural features such as relief and wall art;

(b) art objects and religious artifacts of the colonial periods of the United States of America and the United Mexican States of outstanding importance to the national patrimony;

(c) documents from official archives for the period up to 1920 that are of outstanding historical importance;

that are the property of federal, state, or municipal governments or their instrumentalities, including portions or fragments of such objects, artifacts, and archives.

2. The application of the foregoing definitions to a particular item shall be determined by agreement of the two governments, or failing agreement, by a panel of qualified experts whose appointment and procedures shall be prescribed by the two governments. The determinations of the two governments, or of the panel, shall be final.

ARTICLE II

1. The Parties undertake individually and, as appropriate, jointly

(a) to encourage the discovery, excavation, preservation, and study of archaeological sites and materials by qualified scientists and scholars of both countries;

(b) to deter illicit excavations of archaeological sites and the theft of archaeological, historical or cultural properties;

(c) to facilitate the circulation and exhibit in both countries of archaeological, historical and cultural properties in order to enhance the mutual understanding and appreciation of the artistic and cultural heritage of the two countries; and

(d) consistent with the laws and regulations assuring the conservation of national archaeological, historical and cultural properties, to permit legitimate international commerce in art objects.

2. Representatives of the two countries, including qualified scientists and scholars, shall meet from time to time to consider matters relating to the implementation of these undertakings.

ARTICLE III

1. Each Party agrees, at the request of the other Party, to employ the legal means at its disposal to recover and return from its territory stolen archaeological, historical and cultural properties that are removed after the date of entry into force of this Treaty from the territory of the requesting Party.

2. Requests for the recovery and return of designated archaeological, historical and cultural properties shall be made through diplomatic offices. The requesting Party shall furnish, at its expense, documentation and other evidence necessary to establish its claim to the archaeological, historical or cultural property.

3. If the requested Party cannot otherwise effect the recovery and return of a stolen archaeological, historical or cultural property located in its territory, the appropriate authority of the requested Party shall institute judicial proceedings to this end. For this purpose, the Attorney General of the United States of America is authorized to institute a civil action in the appropriate district court of the United States of America, and the Attorney General of the United Mexican States is authorized to institute proceedings in the appropriate district court of the United Mexican States. Nothing in this Treaty shall be deemed to alter the domestic law of the Parties otherwise applicable to such proceedings.

ARTICLE IV

As soon as the requested Party obtains the necessary legal authorization to do so, it shall return the requested archaeological, historical, or cultural property to the persons designated by the requesting Party. All expenses incident to the return and delivery of an archaeological, historical or cultural property shall be borne by the requesting Party. No person or Party shall have any right to claim compensation from the returning Party for damage or loss to the archaeological, historical or cultural property in connection with the performance by the returning Party of its obligations under this Treaty.

ARTICLE V

Notwithstanding any statutory requirements inconsistent with this Treaty for the disposition of merchandise seized for violation of laws of the requested Party relating to the importation of merchandise, stolen archaeological, historical or cultural property which is the subject matter of this Treaty and has been seized, or seized and forfeited to the requested Party, shall be returned to the requesting Party in accordance with the provisions of this Treaty. The Parties shall not impose upon archaeological, historical or cultural property returned pursuant to this Treaty any charges or penalties arising from the application of their laws relating to the importation of merchandise.

ARTICLE VI

1. The Parties shall ratify this Treaty in accordance with the provisions of their respective constitutions, and instruments of ratification shall be exchanged at Washington as soon as possible.

2. This Treaty shall enter into force on the day of exchange of the instruments of ratification, and shall remain in force for two years from that date and thereafter until thirty days after either Party gives written notice to the other Party of its intention to terminate it.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, Ambassador Robert Henry McBride for the United States of America and Antonio Carrillo Flores, Secretary of Foreign Relations, for the United Mexican States, duly authorized, have signed this Treaty.

DONE in duplicate, in English and Spanish, in the City of Mexico this seventeenth day of the month of July, nineteen hundred seventy.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA,

ROBERT MCBRIDE

Robert Henry McBride
Ambassador Extraordinary and Plenipotentiary.

FOR THE GOVERNMENT OF THE UNITED MEXICAN STATES,

ANTONIO CARILLO F

Antonio Carrillo Flores
Secretary of Foreign Relations.

TRATADO DE COOPERACION ENTRE LOS ESTADOS UNIDOS DE AMERICA Y LOS ESTADOS UNIDOS MEXICANOS QUE DISPONE LA RECUPERACION Y DEVOLUCION DE BIENES ARQUEOLOGICOS, HISTORICOS Y CULTURALES ROBADOS.

Los Estados Unidos de América y los Estados Unidos Mexicanos, con un espíritu de estrecha cooperación y con el mutuo deseo de estimular la protección, estudio y apreciación de bienes de importancia arqueológica, histórica o cultural, y para proveer respecto de la recuperación y devolución de dichos bienes cuando sean robados, han acordado lo siguiente:

ARTÍCULO I

1. Para los propósitos de este Tratado, "bienes arqueológicos, históricos y culturales" se define como sigue:

(a) objetos de arte y artefactos de las culturas precolombinas de los Estados Unidos de América y de los Estados Unidos Mexicanos de importancia sobresaliente para el patrimonio nacional, incluyendo estelas y detalles arquitectónicos tales como relieves y arte mural;

(b) objetos de arte y artefactos religiosos de las épocas coloniales de los Estados Unidos de América y de los Estados Unidos Mexicanos de importancia sobresaliente para el patrimonio nacional;

(c) documentos de los archivos oficiales por un período hasta 1920, que sean de importancia histórica sobresaliente;

que sean propiedad de los Gobiernos federales, estatales o municipales o de sus conductos, incluyendo porciones o fragmentos de dichos objetos, artefactos y archivos.

2. La aplicación de las definiciones anteriores a un artículo específico será determinado por acuerdo de los dos Gobiernos, o a falta de acuerdo, por un grupo de expertos calificados cuyos nombramientos y procedimientos serán prescritos por los dos Gobiernos. Las determinaciones de los dos Gobiernos o del grupo serán definitivas.

ARTÍCULO II

1. Las Partes se comprometen individual y, en su caso, conjuntamente a:

(a) estimular el descubrimiento, excavación, preservación y estudio de sitios y materiales arqueológicos por científicos y estudiosos calificados de ambos países;

(b) impedir las excavaciones ilícitas de sitios arqueológicos y el robo de bienes arqueológicos, históricos o culturales;

(c) facilitar la circulación y exhibición en ambos países, de bienes arqueológicos, históricos y culturales a fin de acrecentar el mutuo entendimiento y apreciación de la herencia artística y cultural de los dos países; y

(d) de conformidad con las leyes y reglamentos que aseguran la conservación de los bienes nacionales, arqueológicos, históricos y culturales, permitir un legítimo comercio internacional de objetos de arte.

2. Representantes de los dos países, incluyendo científicos y estudiosos calificados, se reunirán de tiempo en tiempo para estudiar asuntos relacionados con la ejecución de estos compromisos.

ARTÍCULO III

1. Cada una de las Partes conviene, a petición de la otra Parte, en emplear los medios legales a su disposición para recuperar y devolver de su territorio bienes arqueológicos, históricos y culturales robados, que hayan sido sacados del territorio de la Parte requirente después de la fecha en que entre en vigor este Tratado.

2. Las solicitudes para la recuperación y devolución de los bienes arqueológicos, históricos y culturales designados, serán hechas a través de las vías diplomáticas. La Parte requirente proporcionará, a su costa, la documentación y otras pruebas necesarias para establecer su reclamación de los bienes arqueológicos, históricos o culturales de que se trate.

3. Si la Parte requerida no pudiera de otra manera efectuar la recuperación y devolución de un bien arqueológico, histórico o cultural robado, localizado en su territorio, las autoridades correspondientes de la Parte requerida promoverán un procedimiento jucidial hacia ese fin. Para este objeto, el Procurador General de los Estados Unidos de América está autorizado para iniciar una acción civil en la correspondiente Corte de Distrito de los Estados Unidos de América y el Procurador General de los Estados Unidos Mexicanos está autorizado para promover un procedimiento judicial en el correspondiente Juzgado de Distrito de los Estados Unidos Mexicanos. Nada en este Tratado será considerado en el sentido de que modifica la ley interna de las Partes, aplicable, de otro modo, a dichos procedimientos.

ARTÍCULO IV

Tan pronto como la Parte requerida obtenga la autorización legal necesaria para hacerlo, devolverá el bien arqueológico, histórico o cultural solicitado a las personas designadas por la parte requirente. Todos los gastos inherentes a la devolución y entrega de un bien arqueológico, histórico o cultural serán sufragados por la Parte requirente. Ninguna persona o Parte tendrá derecho alguno para reclamar indemnización de la Parte que devuelve el bien, por daños o

perjuicios causados a dicho bien arqueológico, histórico o cultural en relación con el cumplimiento por la Parte que lo devuelve de sus obligaciones conforme a este Tratado.

ARTÍCULO V

A pesar de cualesquiera requisitos legales incompatibles con este Tratado, relativos a la disposición de mercancía, asegurada por violación a las leyes de la Parte requerida referentes a la importación de mercancía, los bienes arqueológicos, históricos o culturales robados, objeto de este Tratado, que hayan sido asegurados, o asegurados y decomisados por la Parte requerida, serán devueltos a la Parte requirente de conformidad con las disposiciones de este Tratado. Las Partes no impondrán a los bienes arqueológicos, históricos o culturales, devueltos de acuerdo con este Tratado, cargos o multas algunos que resulten de la aplicación de sus leyes relativas a la importación de mercancía.

ARTÍCULO VI

1. Las Partes ratificarán el presente Tratado de conformidad con sus disposiciones constitucionales respectivas, y el canje de los Instrumentos de Ratificación se efectuará en la ciudad de Washington, D.C., tan pronto como sea posible.

2. El presente Tratado entrará en vigor en la fecha que se efectúe el canje de los Instrumentos de Ratificación, y continuará vigente durante dos años a partir de esa fecha y de ahí en adelante hasta treinta días después en que cualquiera de las Partes notifique por escrito a la otra su resolución de darlo por terminado.

EN TESTIMONIO DE LO CUAL, los Plenipotenciarios designados al efecto, el Embajador Robert Henry McBride, por los Estados Unidos de América y Antonio Carrillo Flores, Secretario de Relaciones Exteriores, por los Estados Unidos Mexicanos, debidamente autorizados, han firmado este Tratado.

HECHO por duplicado, en inglés y en español, en la Ciudad de México, a los diecisiete días del mes de julio de mil novecientos setenta.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA,

ROBERT HENRY MCBRIDE

Robert Henry McBride,
Embajador Extraordinario y Plenipotenciario.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS MEXICANOS,

ANTONIO CARILLO F

Antonio Carrillo Flores,
Secretario de Relaciones Exteriores.

PHILIPPINES

Special Fund for Education: Student Assistance

Agreement effected by exchange of notes
Signed at Manila March 30, 1971;
Entered into force March 30, 1971.

The American Ambassador to the Philippine Secretary of Foreign Affairs

No. 171 MANILA, *March 30, 1971*

EXCELLENCY:

I have the honor to refer to our April 26, 1966 exchange of notes [1] concerning the Special Fund for Education authorized by United States Public Law 88-94 [2] and to the recent discussions about the Project for Assistance to Students, proposed by Your Excellency's Government. The details of this Project are elaborated in the Annex to this note. As indicated in the Annex, the Project calls for the use of $575,000 to establish a permanent trust fund, earnings from which shall be used for educational programs and activities of benefit to Philippine students. The Project also provides for the use of up to $30,000 to defray initial Project expenses.

I now have the honor on behalf of my Government to inform Your Excellency that this Project, as outlined in the Annex to this note, has been approved, and for this purpose $605,000 will be made available from the Special Fund for Education. I have the further honor to propose that the following undertakings, drawn up in accordance with our April 26, 1966 exchange of notes, govern the implementation of this Project.

1. The United States Government shall make the dollar disbursement for this Project in depository banks designated by the Chairman of the National Economic Council of the Government of the Republic of the Philippines to the credit of the Fund for Assistance to Students, National Economic Council, Government of the Republic of the Philippines. This disbursement shall be made within two weeks of notification of the banks designated as depositors and of the establishment of a permanent Student Assistance Committee to serve as trustee of the irrevocable trust fund referred to in the next paragraph.

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[1] TIAS 6508; 19 UST 5079.
[2] 77 Stat. 123; 50 U.S.C. app. §§ 1751–1785 note (1964).

2. The enduring character of the Student Assistance Fund is secured by the undertaking of Your Excellency's Government to ensure that the principal of the Fund is maintained intact with only the earnings therefrom being utilized to finance programs of assistance to students, but excluding any support of religious worship or instruction.

3. Materials describing the origin of the Fund for Assistance to Students shall identify the contribution of the Special Fund for Education made available by the people of the United States of America in recognition of the common efforts of the Philippines and the United States during World War II.

4. Your Excellency's Government shall, three years from the date of this agreement, provide the Government of the United States with a comprehensive report of the activities of the Fund for Assistance to Students.

Upon receipt of a note from Your Excellency indicating that the foregoing understandings are acceptable to the Government of the Philippines, the Government of the United States of America will consider that this note with its Annex and Your Excellency's reply thereto constitute an agreement between our two Governments on the use of the Special Fund for Education for the Project for Assistance to Students.

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

HENRY A. BYROADE

Enclosure:
Annex

His Excellency
CARLOS P. ROMULO,
Secretary of Foreign Affairs,
Manila.

ANNEX

FUND FOR ASSISTANCE TO STUDENTS
A PROJECT UNDER THE SPECIAL FUND FOR EDUCATION

I. Description of the Project

This project involves the establishment of a permanent trust fund to be known as the Fund for Assistance to Students (hereinafter referred to as the "Fund") from the Special Fund for Education. The United States Government shall make $605,000 available for this Project.

The Government of the Philippines may use up to $30,000 of this amount to defray initial Project operating costs, including expenses connected with any individual programs undertaken within the guidelines set forth under paragraph III below. The Government of the Philippines will use the remaining funds, but not less than $575,000, to create the Fund. The earnings of the Fund will be utilized exclusively for the educational benefit of Philippine students, and its principal may be augmented by future grants, donations and transfers by the Philippine Government or any other public or private entity. The Fund will be managed so as to maximize its earnings, but also in a prudent manner consistent with its character as a perpetual trust. Any unused earnings of the Fund may be capitalized to increase the Fund's principal.

II. Objectives of the Project

This Project is intended to assist educational programs and activities of benefit to Philippine students, especially those conducted through student organizations. Both the amount devoted to initial expenses and thus not capitalized in the Fund, and the earnings of the Fund itself, whether in the form of interest, dividends, or capital gains, shall be used exclusively for such programs and activities. Among such programs are those which:

A. Foster intellectual activity and the inter-change of ideas and experiences by such means as funding meetings and conferences, book exchange centers, and publications.

B. Support development of student organization and activity, particularly in provincial areas, by assisting regional student organizations throughout the Philippines.

C. Assist students participating in educational enrichment activities that expand their knowledge and understanding of national, social, economic and political developments. Such activities could include agricultural extension work, literacy classes, and non-partisan efforts to promote popular understanding of national and local concerns.

III. Organization and Staffing

To administer the Project and serve as trustee of the Fund there shall be created a Students Assistance Committee, hereinafter called the "Committee," composed of the Secretary of Education or his representative as Chairman, a representative from the National Economic Council, and a representative from the private sector to be designated by the President.

As Project Administrator, the Committee will decide on the use of an initial amount of up to $30,000 for beginning operating and program costs. The Committee will also serve as trustee of the Fund and in this capacity will set investment policy; provide for the receiving

and processing of Project proposals from applicant student organizations; and make all decisions on the use of the Fund's income and capital gains, including final action on individual applications for grants and/or loans. In this connection, the Committee will formulate and adopt an assistance program based on the guidelines set forth under Paragraph II above. In order to ensure optimum utilization of the Fund, the Committee shall extend preference to projects which are enduring, self-sustaining, or which incorporate counterpart financial arrangements. Assistance from the Fund shall be extended only upon approval by the Committee of proposals submitted by applicant student organizations.

In order to obtain professional counsel and services in the management of the capital entrusted to it, the Committee may retain an investment and financial manager. The Committee may also employ staff personnel and retain advisors and consultants as appropriate to assist in program planning and implementation.

IV. Scheduled Implementing Sequence

The sequence of steps in implementing this Project shall be as follows:

A. Establishment of permanent Committee for Assistance to Students;
B. Release of $605,000 by the United States Government;
C. Selection of investment manager;
D. Start of investment program;
E. Announcement of guidelines and procedures for applying for assistance from the Fund;
F. Start of the application period;
G. Start of the assistance program.

The Philippine Secretary of Foreign Affairs to the American Ambassador

REPUBLIKA NG PILIPINAS
KAGAWARAN NG SULIRANING PANLABAS
MAYNILA

No. 8183 MANILA, *30 March 1971*

EXCELLENCY,

I have the honor to acknowledge the receipt of Your Excellency's Note No. 171 dated 30 March 1971 regarding the Project for Assistance to Students provided for by the Special Fund for Education, which reads as follows:

"I have the honor to refer to our April 26, 1966 exchange of notes concerning the Special Fund for Education authorized by United States Public Law 88-94 and to the recent discussions about the Project for Assistance to Students, proposed by Your Excellency's Government. The details of this Project are elaborated in the Annex to this note. As indicated in the Annex, the Project calls for the use of $575,000 to establish a permanent trust fund, earnings from which shall be used for educational programs and activities of benefit to Philippine students. The Project also provides for the use of up to $30,000 to defray initial Project expenses.

I now have the honor on behalf of my Government to inform Your Excellency that this Project, as outlined in the Annex to this note, has been approved, and for this purpose $605,000 will be made available from the Special Fund for Education. I have the further honor to propose that the following undertakings, drawn up in accordance with our April 26, 1966 exchange of notes, govern the implementation of this Project.

1. The United States Government shall make the dollar disbursement for this Project in depository banks designated by the Chairman of the National Economic Council of the Government of the Republic of the Philippines to the credit of the Fund for Assistance to Students, National Economic Council, Government of the Republic of the Philippines. This disbursement shall be made within two weeks of notification of the banks designated as depositors and of the establishment of a permanent Student Assistance Committee to serve as trustee of the irrevocable trust fund referred to in the next paragraph.

2. The enduring character of the Student Assistance Fund is secured by the undertaking of Your Excellency's Government to ensure that the principal of the Fund is maintained intact with only the earnings therefrom being utilized to finance programs of assistance to students, but excluding any support of religious worship or instruction.

3. Materials describing the origin of the Fund for Assistance to Students shall identify the contribution of the Special Fund for Education made available by the people of the United States of America in recognition of the common efforts of the Philippines and the United States during World War II.

4. Your Excellency's Government shall, three years from the date of this agreement, provide the Government of the United States with a comprehensive report of the activities of the Fund for Assistance to Students.

Upon receipt of a note from Your Excellency indicating that the foregoing understandings are acceptable to the Government of the Philippines, the Government of the United States of America will consider that this note with its Annex and Your Excellency's reply

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thereto constitute an agreement between our two Governments on the use of the Special Fund for Education for the Project for Assistance to Students.

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

I have the honor to inform Your Excellency that the Government of the Philippines accepts the Project annexed to the Note as well as the undertakings proposed to govern the implementation of this Project, and agrees that the Note and this reply shall constitute an agreement between our two Governments.

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

CARLOS P. ROMULO

Secretary of Foreign Affairs

His Excellency
HENRY BYROADE
Ambassador Extraordinary and Plenipotentiary
Embassy of the United States of America
Manila

TUNISIA

Agricultural Commodities

Agreement signed at Tunis March 17, 1971;
Entered into force March 17, 1971.

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

The Government of the United States of America and the Government of Tunisia have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III, and the Dollar Credit Annex of the Agreement signed March 17, 1967, [1] and the Convertible Local Currency Credit Annex of the Agreement of December 18, 1969, [2] together with the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (metric tons)	Maximum Export market value (1,000)
A. Dollar Credit Terms			
Wheat/wheat flour	1971	32, 500	$2, 150
Soybean/cottonseed oil	1971	15, 000	4, 580
		SUBTOTAL	$6, 730
B. Convertible Local Currency Credit			
Wheat/wheat flour	1971	32, 500	2, 150
Soybean/cottonseed oil	1971	15, 000	4, 580
		SUBTOTAL	$6, 730
		TOTAL	$13, 460

[1] TIAS 6323; 18 UST 1777.
[2] TIAS 6811; 20 UST 4132.

ITEM II. Payment Terms:

A. Dollar Credit

1. Initial Payment – 5.0 percent;
2. Number of Installment Payments – 19;
3. Amount of each installment payment – approximately equal annual amounts;
4. Due date of first installment payment – two years after date of last delivery of commodities in each calendar year;
5. Initial interest rate – 2 percent per annum;
6. Continuing Interest Rate – 3 percent per annum.

B. Convertible Local Currency Credit Terms

1. Initial payment – 5.0 percent;
2. Number of installment payments – 31;
3. Amount of each installment payment – approximately equal annual amounts;
4. Due date of first installment payment – ten years after date of last delivery of commodities in each calendar year;
5. Initial interest rate – 2 percent per annum;
6. Continuing rate – 3 percent per annum.

ITEM III. Usual Marketing Table:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirements
Edible vegetable oil and/or oilseeds in oil equivalent	1971	4,600 MT (of which at least 1,200 MT shall be from the United States)
Wheat and/or wheat flour (in grain equivalent)	1971	80,000 MT

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this agreement the export limitation period for the same or like commodities shall begin on the date of this agreement and end on the final date which said commodity is imported or utilized, whichever is later.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: for soybean/cottonseed oil – edible vegetable oil and oilseeds; for wheat/wheat flour – wheat including durums and wheat products, barley and barley malts, and products thereof.

C. Permissible Exports

Commodity	Quantity	Period during which such exports are permitted
Olive oil	40,000 MT	United States Fiscal Year 1971

ITEM V. Self-Help Measures:

The Government of the importing country agrees to:

1. Expedite proper utilization of water from drilled wells and surface water projects already under construction.
2. Provide support necessary for the Soil and Water Conservation Agency (C.E.S.) to carry out its program of soil and water conservation in the various Governorates throughout the country.
3. Increase the funds allocated for loans and other services to individual farmers and agricultural cooperatives.
4. Strengthen systems of collection, computation and analysis of statistics in order to evaluate and improve support to agriculture.
5. Provide support to the efforts to control the Mediterranean Fruit Fly.
6. Support the livestock production program through controlled grazing and animal sanitation measures.

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

For purposes specified in ITEM V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight Financing

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in U.S. flag vessels, but notwithstanding the provisions of paragraph 1 of the Dollar Credit and Convertible Local Currency Credit Annexes, it shall not finance the balance of the cost of ocean transportation of such commodities.

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

DONE at Tunis, in duplicate, this 17th day of March, 1971.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

John A. Calhoun

FOR THE GOVERNMENT OF TUNISIA

Bechir Mhedhebi

TIAS 7090

CANADA

Certificates of Airworthiness for Export

Agreement amending the arrangement of July 28, 1938.
Effected by exchange of notes
Dated at Ottawa August 12, 1970, and February 18, 1971;
Entered into force February 18, 1971.

The American Economic Counselor of Embassy to the Canadian Secretary of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Ottawa, August 12, 1970

No. 166

EXCELLENCY

I have the honor to refer to the discussions which have taken place in the past several years between representatives of the Government of the United States of America and the Government of Canada regarding the need to broaden the coverage of the Arrangement Relating to the Certificates of Airworthiness for Export, effected by exchange of notes of July 28, 1938,[1] to cover modifications made in one country to aircraft registered in the other.

It is my understanding that as a result of these discussions Articles I, II and III of the Arrangement shall be amended to read as follows:

ARTICLE I

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

(b) This arrangement shall extend to civil aircraft of all categories, including those used for public transport and those used for private purposes; to aircraft engines and propellers, to aircraft appliances, materials and parts, as well as to spare parts for aircraft, aircraft engines, propellers, and appliances which have been exported in accordance with this arrangement. As

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[1] EAS 131, 53 Stat. 1941.

used herein, the word "aircraft" shall include any or all of the items specified in this paragraph.

ARTICLE II

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

(b) The same validity shall be conferred by the competent United States authorities on a certification by the competent Canadian authorities that the applicable United States airworthiness requirements for a major change in type design have been complied with as though the certification had been made under regulations in force on the subject in the United States.

ARTICLE III

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

(b) The same validity shall be conferred by the competent Canadian authorities on a certification by the competent United States authorities that the applicable Canadian airworthiness requirements for a major change in type design have been complied with as though the certification had been made under regulations in force on the subject in Canada.

If the Government of Canada agrees with the terms of the present Note, I propose to Your Excellency that this Note and the Note in reply from Your Excellency communicating your Government's concurrence shall constitute an amendment of the Arrangement Relating to Certificates of Airworthiness for Export.

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

EMB

The Honorable
MITCHELL SHARP,
Secretary of State
for External Affairs,
Ottawa.

TIAS 7091

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

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTERE DES AFFAIRES EXTÉRIEURES

CANADA

No. ECT-134

OTTAWA, *February 18, 1971*

EXCELLENCY,

I have the honour to acknowledge receipt of your Note No. 166 of August 12, 1970 concerning the discussions which have taken place in the past several years between representatives of our two Governments regarding the need to broaden the coverage of the Arrangement Relating to Certificates of Airworthiness for Export effected by an Exchange of Notes of July 28, 1938, to cover modifications made in one country to aircraft registered in the other.

I have the honour to inform you that my Government concurs in the amendments to the above Arrangements, as stated in your Note under reference. It is agreed, therefore, that your Note and this reply, which is authentic in English and French, shall constitute an agreement to amend the Arrangement Relating to Certificates of Airworthiness for Export, to enter into effect on the date of this reply

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

MITCHELL SHARP

Secretary of State for External Affairs.

His Excellency
The Honourable ADOLPH W SCHMIDT,
Ambassador of the United States of America,
Ottawa.

French Text of the Canadian Note

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTERE DES AFFAIRES EXTÉRIEURES

CANADA

No. ECT-134

OTTAWA, *le 18 février 1971*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de votre Note No. 166 du 12 août 1970 touchant les discussions qui ont eu lieu depuis quelques dernières années entre des représentants de nos deux Gouvernements concernant le besoin d'élargir la portée de l'Accord relatif aux certificats de navigabilité en vue de l'exportation, accord qui a été conclu

par un Echange de Notes en date du 28 juillet 1938, afin que cet accord s'applique aux modifications apportees dans un pays aux aéronefs immatriculés dans l'autre.

J'ai l'honneur de vous faire savoir que mon Gouvernement approuve les modifications apportées dans votre Note. Il est entendu, par conséquent, que votre Note et la présente réponse, dont les versions anglaise et française font également foi, constituent un accord modifiant l'Accord relatif aux certificats de navigabilite en vue de l'exportation, entrant en vigeur à la date de cette réponse.

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

MITCHELL SHARP

Le Secrétaire d'Etat aux Affaires exterieures.

Son Excellence
Monsieur ADOLPH W SCHMIDT,
Ambassadeur des Etats-Unis d'Amérique,
Ottawa.

INDONESIA

Finance: Debt Rescheduling under Certain Agricultural Commodities, Surplus Property, and Other Agreements

Agreement signed at Djakarta March 16, 1971;
Entered into force March 16, 1971.

MEMORANDUM OF AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA REGARDING THE RESCHEDULING OF PAYMENTS UNDER THE AGRICULTURAL COMMODITIES AGREEMENTS OF APRIL 18, 1966, AS AMENDED AND JUNE 28, 1966, AS AMENDED; THE SURPLUS PROPERTY AGREEMENT OF MAY 28, 1947, AS AMENDED; THE ECONOMIC COOPERATION LOAN AGREEMENT OF OCTOBER 28, 1948, AS AMENDED; THE AGENCY FOR INTERNATIONAL DEVELOPMENT LOAN AGREEMENT OF MARCH 7, 1963, AS AMENDED; THE EXPORT-IMPORT BANK CREDIT AGREEMENTS OF JANUARY 12, 1951, AS AMENDED; OF OCTOBER 19, 1959, AS AMENDED; TWO OF JUNE 8, 1960, AS AMENDED; AND OF DECEMBER 19, 1960, AS AMENDED

The Government of the United States of America and the Government of the Republic of Indonesia agree as follows:

Article I

Application of Agreement

Based on understandings reached in Paris on April 23 and 24, 1970, between representatives of the Government of the Republic of Indonesia and representatives of the Governments of the United States of America, the Federal Republic of Germany, Australia, France, Italy, Japan, the Netherlands and the United Kingdom of Great Britain and Northern Ireland regarding the rescheduling of certain debts owed by the Government of the Republic of Indonesia, the Government of the United States of America and the Government of the Republic of Indonesia have agreed further to modify the agreements listed in Appendix A as provided for in this Agreement.

ARTICLE II

Definitions

The terms defined in this Article shall for all purposes of this Agreement have the meanings herein specified unless the context otherwise specifies or requires:

1. The term "principal" shall include:

(a) Principal payments due and payable under the original agreements after December 31, 1969;

(b) Principal and capitalized contractual interest included in the consolidated amounts under the bilateral consolidation agreements;

(c) Consolidation interest resulting from the bilateral consolidation agreements and accrued before January 1, 1970; and

(d) Contractual interest resulting from the original agreements accrued between the last payment due dates in 1969 and December 31, 1969.

2. The term "interest" shall include:

(a) Contractual interest resulting from the terms of the original agreements accrued and accruing after December 31, 1969; and

(b) Consolidation interest resulting from the bilateral consolidation agreements accrued and accruing after December 31, 1969.

3. The term "orginal agreements" shall refer to agreements concluded between the Government of the Republic of Indonesia and the Government of the United States of America or its agencies which are listed in Appendix A.

4. The term "bilateral consolidation agreements" shall refer to the agreements concluded between the Government of the Republic of Indonesia and the Government of the United States of America or its agencies on December 30, 1967, December 20, 1968 and February 6, 1970 [1] relating to the rescheduling of payments due and payable before January 1, 1970 under the original agreements listed in Appendix A as well as to the Feffer and Simons' Insured Export Credit.

ARTICLE III

Terms of Payment

1. In lieu of payments required by either the original agreements or the bilateral consolidation agreements, the Government of the

[1] TIAS 6419, 6655, 6656, 6618, 6830, 6831, 6832; 18 UST 3261; 20 UST 494, 501; 19 UST 7838; 21 UST 437, 442, 447.

Republic of Indonesia agrees to make payments to the Government of the United States of America in accordance with the terms of this Agreement.

2. The principal of $182,920,805.51 shall be paid in sixty installments, in the amounts specified in the schedule of payments contained in Appendix B. The first two installments shall be paid within thirty days after this Agreement has become effective. The other fifty-eight installments shall be paid semi-annually on June 11 and December 11 of each year with the first such installment payable on June 11, 1971.

3. The interest of $32,727,420.08 shall be paid in thirty semi-annual installments on June 11 and December 11 of each year beginning on June 11, 1985, in the amounts specified in the schedule of payments contained in Appendix B.

4. The Government of the Republic of Indonesia shall have the option, with regard to payments due under section 2 of this Article, upon notifying the Government of the United States of America at least thirty days before payment is due, to defer portions of the first sixteen installments. Such deferments will be subject to the following provisions:

(a) The portion of each installment deferred may not exceed 50 percent of such installment.

(b) The total amount deferred may not exceed the sum of six installments.

(c) Amounts deferred by application of this clause shall bear, from the date of deferment and while outstanding, interest at a rate of 4 percent per annum. This interest shall be paid semi-annually on June 11 and December 11 of each year. If portions of the first two installments are deferred, payment of interest on the deferred portions of these installments shall begin on the June 11 immediately following the deferment. If portions of other installments are deferred, payment of interest on the deferred portions of these installments shall begin one year after the date of deferment. The amounts deferred shall be repaid no later than the period 1992–1999 in equal semi-annual installments, the first of which shall fall due on June 11, 1992.

5. Appendix B sets forth the schedule of payments that shall be made in accordance with sections 2 and 3 of this Article. In the event the option provided for in section 4 of this Article is exercised, the Government of the United States of America will furnish the Government of the Republic of Indonesia a revised schedule of payments.

Article IV

Review of Agreement

1. The Governments of the United States of America and of the Republic of Indonesia agree that the terms of Article III of this

Agreement may be reviewed at any time after 1980 either on the initiative of the Government of the Republic of Indonesia or on that of any of the Governments of the creditor countries parties to the Paris understandings of April 23 and 24, 1970, referred to in Article I, section 1. Any revision resulting from this review and agreed upon by the Governments of the United States of America and of the Republic of Indonesia shall be effected with due consideration for Indonesia's economic situation at the time such review takes place and will consider either:

(a) An acceleration of the repayments provided in Article III, sections 2 and 3 of this Agreement, or

(b) A reduction in the amount of the interest payments provided in Article III, section 3 of this Agreement.

2. The Government of the Republic of Indonesia agrees to notify the Government of the United States of America of the terms that it has accorded or may accord to any other creditor country for the consolidation of credits of more than 180 days extended or insured by the authorities of the other creditor country and relating to contracts which have entered into force prior to July 1, 1966. If such terms or any future modifications thereof are or may become more favorable than those which it has accorded the Government of the United States of America in this Agreement or will accord the Government of the United States of America in modifications of this Agreement, the Government of the United States of America shall have the right to have this Agreement (as presently concluded or as modified by future agreements) conform to the more favorable terms granted to other countries.

Article V

Miscellaneous

1. This Agreement shall enter into effect as of the day and year when it is signed in duplicate by representatives of the Government of the United States of America and the Government of the Republic of Indonesia.

2. The Treasury Department of the United States of America, as agent for the agencies of the Government of the United States of America which are responsible for the administration of the credits covered by this Agreement, shall receive the payments due under this Agreement.

3. (a) All payments to the Government of the United States of America by the Government of the Republic of Indonesia shall be made to the account of the Treasurer of the United States at the Federal Reserve Bank of New York.

(b) All communications sent to the Government of the United States of America by the Government of the Republic of Indonesia

or its duly authorized agents regarding payments due under this Agreement shall be addressed to: Bureau of Accounts, U.S. Department of the Treasury, Washington, D.C. 20226.

4. All communications sent to the Government of the Republic of Indonesia by the Government of the United States of America or its duly authorized agents regarding this Agreement shall be addressed to: Bank Indonesia, International Department, 82–84 Djalan Kebon Sirih, Djakarta.

5. It is agreed that to the extent not amended herein, the terms and conditions of the original agreements and the bilateral consolidation agreements shall remain in full force and effect.

DONE at Djakarta in duplicate this 16th day of March, 1971.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

DAVID M KENNEDY

FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA:

ADAM MALIK

APPENDIX A

Agreements Subject to this Agreement*

1. Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Republic of Indonesia under Title IV of the Agricultural Trade Development and Assistance Act, as amended, [1] signed April 18, 1966 ("The 1966 Rice Agreement"), as amended. [2]

2. Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Republic of Indonesia under Title IV of the Agricultural Trade Development and Assistance Act, as amended, signed June 28, 1966 ("The 1966 Cotton Agreement"), [3] as amended.

3. Commodity Assistance Loan Agreement between the Government of the Kingdom of the Netherlands and the Export-Import Bank of Washington, an agency of the United States of America,

* The amendments referred to in this Appendix do not refer to the bilateral consolidation agreements referred to in Article II, section 4. [Footnote in the original.]

[1] 80 Stat. 1535; 7 U.S.C. §§ 1731–1736.

[2] TIAS 6016, 6033; 17 UST 669, 786.

[3] TIAS 6044; 17 UST 841.

under the Economic Cooperation Act of 1948 [1] signed on October 28, 1948 (A.I.D. Loan No. ECAX 87-1&2), as amended. [2]

4. Loan Agreement between the Government of the Republic of Indonesia and the Agency for International Development, an agency of the Government of the United States of America, signed March 7, 1963 (A.I.D. Loan No. 497-K-013), as amended. [2]

5. Agreement between the Government of the United States of America and the Government of the Netherlands Indies Regarding a Line of Credit for the Purchase of United States Surplus Property signed May 28, 1947, as amended. [3]

6. Credit Agreement between the Government of the Republic of Indonesia and the Export-Import Bank of Washington, an Agency of the Government of the United States of America, signed January 12, 1951 (Credit Agreement No. 472), as amended. [2]

7. Credit Agreement between the Government of the Republic of Indonesia and the Export-Import Bank of Washington, an agency of the Government of the United States of America, signed October 19, 1959 (Credit Agreement No. 1073), as amended. [2]

8. Credit Agreement between the Government of the Republic of Indonesia and the Export-Import Bank of Washington, an agency of the Government of the United States of America, signed June 8, 1960 (Credit Agreement No. 1125), as amended. [2]

9. Credit Agreement between the Government of the Republic of Indonesia and the Export-Import Bank of Washington, an agency of the Government of the United States of America, signed June 8, 1960 (Credit Agreement No. 1126), as amended. [2]

10. Credit Agreement between the Government of the Republic of Indonesia and the Export-Import Bank of Washington, an agency of the Government of the United States of America, signed December 19, 1960 (Credit Agreement No. 1147), as amended. [2]

APPENDIX B

Schedule of Payments to be made by the Government of the Republic of Indonesia to the Government of the United States in accordance with the Terms of this Agreement

1. Payments of principal as defined in this Agreement and totaling $182,920,805.51 to be made as follows:

a. One payment of principal (consisting of two installments) amounting to $6,097,360.20 to be paid no later than April 14, 1971.

[1] 62 Stat. 137; 22 U.S.C. § 1501 note (1964 edition).
[2] Not printed.
[3] TIAS 1750, 2820; 61 Stat. 3947; 4 UST 1557.

b. Nine equal semi-annual payments of principal amounting to $3,048,680.10 each to be made on due dates of June 11 and December 11 of each year beginning on June 11, 1971 and ending on June 11, 1975.

c. Forty-nine equal semi-annual payments of principal amounting to $3,048,680.09 each to be made on due dates of June 11 and December 11 of each year beginning on December 11, 1975 and ending on December 11, 1999.

2. Payments of interest as defined in this Agreement and totaling $32,727,420.08 to be made as follows:

a. Eight equal semi-annual payments of interest amounting to $1,090,914.01 each to be made on due dates of June 11 and December 11 of each year beginning on June 11, 1985 and ending on December 11, 1988.

b. Twenty-two equal semi-annual payments of interest amounting to $1,090,914.00 each to be made on due dates of June 11 and December 11 of each year beginning on June 11, 1989 and ending on December 11, 1999.

DOMINICAN REPUBLIC

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at Santo Domingo February 11 and March 11, 1971;
Entered into force March 11, 1971.

The American Ambassador to the Dominican Secretary of State for Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
Santo Domingo, February 11, 1971

No. 22

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 1971 and to the agreements between the United States and other countries, including the Dominican Republic, constituting the 1970 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 1971 with the governments of all of the countries that participated in the 1970 restraint program, 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 1971 from countries participating in the restraint program shall be 1075.0 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 exports of the aforementioned meats so that the quantity of such meats originating in the Dominican Republic and during the calendar year

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1971 entered or withdrawn from warehouse for consumption in the United States does not exceed 11.7 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 imports of such meats of Dominican 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:

(a) Such regulations shall not be employed to govern the timing of entry, or withdrawal from warehouse, for consumption of such meat from the Dominican Republic; and

(b) Such regulations shall be issued only after consultation with the Government of the Dominican Republic pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry, or withdrawal from warehouse, for consumption in the calendar year 1971 will exceed the quantity specified 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 1971 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 11.7 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 1971. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1971 restraint program.

5. The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in paragraph 2.

6. 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 increase in the total quantity permissible under the restraint program and allocation of shortfall.

7. In the event that quotas on the 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 December 31, 1971.

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 shall 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.

FRANCIS E. MELOY, Jr.

His Excellency
JAIME MANUEL FERNANDEZ
Secretary of State for Foreign Relations

The Dominican Secretary of State for Foreign Relations to the American Ambassador

REPUBLICA DOMINICANA
SECRETARÍA DE ESTADO
DE RELACIONES EXTERIORES

PR-05164

SANTO DOMINGO, *Marzo 11, 1971.*

SEÑOR EMBAJADOR:

Tengo a honra dirigirme a Vuestra Excelencia para informarle que el acuerdo contenido en la Nota No. 22, de fecha 11 de febrero recien pasado, relacionado con la importación en los Estados Unidos de América, para su consumo, de carne de vacunos, fresca, refrigerada o congelada (artículo 106.10 de las listas arancelarias de los Estados Unidos) y carne fresca, refrigerada o congelada de cabras y ovejas, excepto de corderos (artículo 106.20 de las listas arancelarias de los Estados Unidos), durante el año calendario de 1971, y a los acuerdos entre los Estados Unidos de América y otros países, incluyendo la República Dominicana, que constituyen el programa de restricciones de 1970 concerniente con los embarques de tales carnes a los Estados Unidos, ha sido aceptado por el Gobierno Dominicano.

Este acuerdo regirá como sigue:

1. El Gobierno de la República Dominicana limitará las exportaciones de las precitadas carnes a fin de que la cantidad de estas carnes procedentes de la República dominicana y que, durante el año calendario de 1971 ingresen o se retiren de los depósitos para el consumo de los Estados Unidos, no exceda de 11.7 millones de libras o una cifra más alta que pueda resultar de ajustes hechos de conformidad con el párrafo 3.

2. El Gobierno de los Estados Unidos de América puede limitar las importaciones de tales carnes de origen dominicano, ya sea por embarques directos o indirectos, mediante la emisión de regulaciones que rijan el ingreso o retiro de los depósitos para consumo de los Estados Unidos, siempre que:

a) Tales regulaciones no sean empleadas para regir el tiempo de entrada o retiro de los depósitos para el consumo de tales carnes de la República Dominicana; y

b) Tales regulaciones serán emitidas solamente después de consultas con el Gobierno de la República Dominicana, de conformidad con el Párrafo 5, y sólo en circunstancias en que se evidencie, después de tales consultas, que la cantidad de dichas carnes, que pueden ser ofrecidas para ingresar o ser retiradas de los depósitos para consumo en el año calendario de 1971, exceda de la cantidad especificada en el Párrafo 1, así como que puede ser aumentada de conformidad con el párrafo 3.

3. El Gobierno de los Estados Unidos de América puede aumentar la cantidad total permisible de importaciones de dichas carnes en los Estados Unidos durante el año calendario de 1971 procedentes de países que participan en el programa de restricción, o puede asignar cualquier déficit estimado en una parte de la cantidad del programa de restricción o en los estimados iniciales de importaciones procedentes de países que no participan en el programa de restricción. Por consiguiente, si se estima que no habrá una disminución en las entregas de la República Dominicana, tal aumento de la cantidad o deficit estimado se asignará a la República Dominicana en la proporción que 11.7 millones de libras tengan con la cuota total inicial de todos los países que participan en el programa de restricción, los cuales se ha estimado que no tendrán déficit para el año calendario de 1971. La precitada asignación no se aplicará a ningún aumento en el estimado de importaciones procedentes de países que no participan en el programa de restricción de 1971.

4. El Gobierno de los Estados Unidos de América informará, separadamente, acerca de las carnes rechazadas por ser inapropiadas para el consumo humano, y dichas carnes no se tomarán en cuenta como parte de la cantidad descrita en el párrafo 1.

5. El Gobierno de la República Dominicana y el de los Estados Unidos de América deliberarán inmediatamente, a solicitud de cualquiera de los dos gobiernos, respecto a cualquier asunto que se refiera a la aplicación, interpretación o ejecución de este acuerdo, y con respecto al aumento de la cantidad total permisible de conformidad con el programa de restricción y a la asignación de los déficit.

6. En caso de que se haga necesario establecer cuotas de importaciones para dichas carnes, el período representativo utilizado por el Gobierno de los Estados Unidos de América para calcular la cuota correspondiente a la República Dominicana no incluirá el período comprendido entre el 1ro. de octubre de 1968 y el 31 de diciembre, 1971.

Aprovecho esta oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta consideración.

JAIME MANUEL FERNÁNDEZ

Su Excelencia
SEÑOR FRANCIS EDWARD MELOY JR.,
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América.

Translation

DOMINICAN REPUBLIC
DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS

PR-05164

SANTO DOMINGO, *March 11, 1971.*

MR. AMBASSADOR:

I have the honor to inform Your Excellency that the agreement contained in note No. 22, dated February 11, 1971, relating to the importation into the United States of America 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 1971, and to the agreements between the United States of America and other countries, including the Dominican Republic, constituting the 1970 restraint program concerning shipments of such meats to the United States, has been accepted by the Dominican Government.

This agreement will operate as follows:

[For the English language text, see paragraphs 2 – 7 of the United States note.]

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

JAIME MANUÊL FERNÁNDEZ

His Excellency
FRANCIS EDWARD MELOY, JR.,
Ambassador Extraordinary and Plenipotentiary of the United States of America.

TOGO

Social Security

Agreement effected by exchange of notes
Dated at Lomé March 17 and 26, 1971;
Entered into force March 26, 1971.

The American Embassy to the Togolese Ministry of Foreign Affairs

No. 16

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Togolese Republic and has the honor to refer to the Ministry's note No. 32.0/4918 of September 24, 1969 [1] requesting the United States Government to participate in the Caisse Nationale de Securite Sociale for Togolese employees of the United States Government in the Republic of Togo.

The United States Government, with respect to its eligible employees, is prepared to agree to participate voluntarily in the Togolese Social Security system for retirement, family allowance and workman's compensation benefits as provided for in Ordinance 68–16 of August 1968, Arrete 242–56/ITLS, March 15, 1966 and Decree 63–28, January 17, 1964 under the following conditions.

1. All employees of the United States Government in Togo who are nationals or permanent residents of Togo and who are not citizens of the United States shall, within the limits of their eligibility under the Togolese law, be covered under the Togolese system for retirement, family allowance and workman's compensation benefits.
2. As a result of this agreement, the United States Government, with respect to the provisions of the Ordinances cited above as they relate to eligible employees;
   a) shall pay contributions as an employer;
   b) shall withhold contributions of its employees as appropriate;
   c) shall remit to the appropriate officials of the Republic of Togo the said contributions;

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[1] Not printed.

d) shall make returns on forms provided by the Republic of Togo;
e) shall furnish information as may be relevant to the administration of the Ordinance;
f) shall provide self-audit and self-inspection of its accounts and financial records in lieu of audit and inspection required by any Togolese law for private employers.

3. The Government of Togo shall extend the same retirement, family allowances, and workman's compensation benefits to United States Government employees covered by this Agreement as are enjoyed by other nationals and residents of Togo under Togolese law.

4. The appropriate officials of the Republic of Togo and the United States shall jointly conclude administrative arrangements regulatory in nature for the further implementation of this Agreement. Amendments, modifications, additions, and deletions of provisions in such administrative arrangements may be made by mutual consent throughout the currency of this Agreement.

5. Nothing in this Agreement is to be construed as a waiver of the sovereign immunity of the United States Government or as a modification of the privileges and immunities derived from generally accepted principles of international law and practice and from the treaties and agreements in force between our respective governments.

   Nor shall this Agreement subject the United States, its departments or establishments or its officers or employees who are not within the group described in numbered paragraph 1 of this note to any judicial or administrative action, whether civil or penal in nature, provided by the legislation governing the Social Security System of Togo or any other law.

The Embassy proposes that, if these conditions are acceptable to the Ministry, this note and the Ministry's reply concurring therein shall constitute an agreement between our two governments and shall enter into force on the date of the Ministry's note.

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

THE EMBASSY OF THE UNITED STATES OF AMERICA
Lomé, March 17, 1971.

The Togolese Ministry of Foreign Affairs to the American Embassy

N° 48/1410

Le Ministère des Affaires Etrangères présente ses compliments à l'Ambassade des Etats-Unis d'Amérique et a l'honneur d'accuser réception de Sa note n° 16 en date du 17 Mars 1971 dont la teneur suit:

"L'Ambassade des Etats-Unis d'Amérique présente ses compliments au Ministère des Affaires Etrangères de la République Togolaise et a l'honneur de se référer à la note du Ministère n° 32.0/4918 du 24 Septembre 1969 demandant au Gouvernement des Etats-Unis de participer à la Caisse Nationale de Sécurité Sociale pour les employés Togolais du Gouvernement des Etats-Unis au Togo.

Le Gouvernement des Etats-Unis, relativement à ses employés éligibles, est prêt à accepter de participer volontairement à la Caisse Nationale de Sécurité Sociale en ce qui concerne la retraite, les allocations familiales et autres indemnités de travail suivant les dispositions de l'Ordonnance n° 68–16 d'Août 1968, de l'Arrêté n° 242–56/ITLS du 15 Mars 1966 et du Décret n° 63–28 du 17 Janvier 1964, aux conditions suivantes:

1. Tous les employés du Gouvernement des Etats-Unis au Togo qui sont des ressortissants ou des résidents permanents du Togo, et qui ne sont pas des citoyens des Etats-Unis seront, dans les limites de leur éligibilité sous la loi Togolaise, couverts par la Caisse Nationale de Sécurité Sociale pour la retraite, les allocations familiales et autres indemnités de travail.
2. Par suite de cet accord, le Gouvernement des Etats-Unis en ce qui concerne les dispositions des Ordonnances citées plus haut, relatives aux employés éligibles:

   a) paiera les contributions en tant qu'employeur;
   b) retiendra les contributions de ses employés comme indiqué;
   c) versera ces contributions aux responsables appropriés de la République Togolaise;
   d) remplira les états fournis par la République Togolaise;
   e) fournira des renseignements concernant l'application de l'Ordonnance;
   f) vérifiera et inspectera ses propres comptes et ses registres financiers en vue d'une vérification et d'une inspection requises par une loi Togolaise au niveau des employeurs privés.

3. Le Gouvernement du Togo accordera la même retraite, les mêmes allocations familiales et indemnités de travail aux employés du Gouvernement des Etats-Unis couverts par cet accord, comme elles sont accordées aux ressortissants et résidents sous la loi Togolaise.

4. Les officiels appropriés de la République Togolaise et des Etats-Unis concluront conjointement des arrangements administratifs de nature à réglementer l'exécution de cet accord. Des amendements, modifications, additions et suppressions des clauses dans ces arrangements administratifs peuvent intervenir au cours de cet accord par consentement mutuel.

5. Rien dans cet accord ne sera interprèté comme une renonciation à l'immunité souveraine du Gouvernement des Etats-Unis ou comme une modification des privilèges et immunités provenant des principes de la loi et de la pratique internationales généralement acceptées, et des traités et accords en vigueur entre nos Gouvernements respectifs. Cet accord ne pourra non plus assujettir le Gouvernement des Etats-Unis, ses départements ou établissements, ses fonctionnaires ou employés qui ne font pas partie du groupe indiqué au paragraphe n° 1 de cette note, à une action judiciaire ou administrative, qu'elle soit civile ou pénale, stipulée par la législation gouvernant la Caisse Nationale de Sécurité Sociale, ou n'importe quelle autre loi.

L'Ambassade propose, au cas où ces conditions seraient acceptables par le Ministère, que cette note et la réponse affirmative du Ministère constituent un accord entre nos deux Gouvernements, accord qui prendra effet à la date de la note du Ministère.

L'Ambassade des Etats-Unis d'Amérique saisit cette occasion pour renouveler au Ministère des Affaires Etrangères de la République Togolaise les assurances de sa plus haute considération."

Le Ministère des Affaires Etrangères donne son consentement quant aux dispositions contenues dans la note ci-dessus citée. Celle-ci constitue avec la présente un accord en bonne et due forme entre les Gouvernements des Etats-Unis d'Amérique et de la République Togolaise.

Le Ministère des Affaires Etrangères saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique les assurances de sa haute considération.

LOMÉ, *le 26 Mars 1971*

[SEAL]

AMBASSADE DES ETATS-UNIS
D'AMÉRIQUE AU TOGO
Lomé

Translation

No. 48/1410

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of the Embassy's note No. 16 of March 17, 1971, which reads as follows:

[For the English language text, see p. 526.]

The Ministry of Foreign Affairs concurs in the provisions contained in the note quoted above. That note and this reply constitute an agreement in due and proper form between the Governments of the United States of America and the Togolese Republic.

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

[Initialed]

LOMÉ, *March 26, 1971*

[SEAL]

EMBASSY OF THE UNITED STATES
OF AMERICA IN TOGO,
Lomé.

CANADA

Long Range Aid to Navigation (LORAN–A): Sale of Equipment and Construction of Station at Gray Point

Agreement effected by exchange of notes
Signed at Ottawa April 8, 1971;
Entered into force April 8, 1971.

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

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

No. ECT-369

OTTAWA, *April 8, 1971.*

EXCELLENCY,

I have the honour to refer to discussions between representatives of our two Governments concerning the proposed sale of Loran–A equipment by the United States to Canada and the construction by Canada of a Loran–A Station at Gray Point in the Province of British Columbia.

As a result of these discussions, it is now proposed that this sale and construction take place on the following terms and conditions:

Canada will:

(i) construct a Loran–A Master Station at Gray Point, B.C. to operate in synchronism with the Loran–A Stations at Spring Island, B.C. and Biorka, Alaska.

(ii) modify the Canadian Loran–A Station at Spring Island, B.C. so as to permit it to operate as a Loran–A slave of the new Gray Point Station in addition to operating as a Loran–A slave of the United States Coast Guard Loran–A Station at Point Grenville, Washington.

(iii) share equally with the Government of the United States of America the cost of temporary communications facilities, for an estimated period of six months, required to establish the Loran–A rate between Gray Point and Biorka, Alaska.

(iv) carry out the necessary mapping changes to Canadian Government published maps.

The Government of the United States of America will:

(i) modify, at their expense, the United States Coast Guard Loran–A Station at Biorka, Alaska, so as to permit it to operate as a Loran–A slave to the Gray Point Station.

(ii) Sell to the Canadian Department of Transport, at a price to be negotiated, all necessary Loran–A equipment for the new station at Gray Point, and for the modification of the Spring Island Station.

(iii) Sell to the Canadian Department of Transport, spare parts, as required from time to time to permit continued operation of the Canadian Loran–A Stations. In the event that stocks of spare parts are no longer available, the United States Coast Guard will provide engineering information which will enable the Canadian Department of Transport to have the parts manufactured on their behalf.

(iv) share equally with the Government of Canada the cost of temporary communications facilities, for an estimated period of six months, required to establish the Loran–A rate between Gray Point and Biorka.

(v) carry out the necessary mapping changes to the United States Government published maps.

(vi) provide flight checking facilities to permit the initial accuracy check, the costs of which shall be shared equally by each Government.

Each Government will operate and maintain their respective Loran–A Stations aforesaid at their own cost and expense and will not remove or decommission the stations until the expiration of one year's notice, in writing, by one party to the other, the notice by the Government of Canada to be given by or on behalf of the Minister of Transport and to be mailed addressed to the Commandant United States Coast Guard, Washington, D.C. 20591, at any of Her Majesty's Post Offices.

I therefore have the honour to propose that, if the foregoing terms and conditions are acceptable to your Government, this Note, which is authentic in English and in French, and your reply to that effect, shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply. This Agreement shall remain in force until July 1, 1971 and thereafter until terminated by either party on one year's notice in writing to the other.

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

MITCHELL SHARP
Secretary of State
for External Affairs.

His Excellency ADOLPH W. SCHMIDT,
Ambassador of the United States of America,
Ottawa.

French Text of the Canadian Note

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

No. ECT-369

OTTAWA, *le 8 avril 1971*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de me référer aux discussions qui ont eu lieu entre représentants de nos deux Gouvernements concernant la vente proposée de matériel Loran-A par les Etats-Unis au Canada et la construction par le Canada d'une station Loran-A à Gray-Point dans la province de la Colombie-Britannique.

A la suite de ces discussions, il est maintenant proposé que cette vente et cette construction se fassent aux conditions suivants:

Le Canada:

(i) construira une station principale Loran-A à Gray-Point (C.-B.) qui fonctionnera en phase avec les stations Loran-A à Spring Island (C.-B.) et à Biorka (Alaska).

(ii) modifiera la station canadienne Loran-A à Spring Island (C.-B.) afin de lui permettre de fonctionner en tant que station Loran-A asservie à la nouvelle station de Gray-Point et, en outre, à la station Loran-A de la Coast Guard (Garde côtière) des Etats-Unis qui est située à Point Grenville (Washington).

(iii) assumera à part égale avec le Gouvernement des Etats-Unis d'Amérique, pour une période estimative de six mois le coût des services temporaires de communications, qui sont nécessaires à l'établissement du régime Loran-A entre Gray-Point et Biorka (Alaska).

(iv) apportera les modifications nécessaires aux cartes géographiques publiées par le Gouvernement canadien.

Le Gouvernement des Etats-Unis d'Amérique:

(i) modifiera, à ses frais, la station Loran–A de la Coast Guard (Garde côtière) des Etats-Unis située à Biorka, en Alaska, pour lui permettre de fonctionner en tant que station Loran–A asservie à la station de Gray-Point.

(ii) vendra au ministère canadien des Transports, à un prix qui doit être négocié, tout le material Loran–A nécessaire pour la nouvelle station de Gray-Point et pour la modification de la station de Spring Island.

(iii) vendra au ministère canadien des Transports des pièces de rechange, selon les besoins qui se manifesteront de temps à autre, pour permettre le fonctionnement ininterrompu des stations canadiennes Loran–A. Advenant qu'il n'y ait plus de stocks de pièces de rechange disponibles, la Coast Guard (Garde côtière) des Etats-Unis fournira des renseignements techniques qui permettront au ministère canadien des Transports de faire fabriquer ces pièces pour son compte.

(iv) assumera à part égale avec le Gouvernement du Canada, pour une période estimative de six mois, le coût des services temporaires de communications, qui sont nécessaires a l'établissement du régime Loran–A entre Gray-Point et Biorka.

(v) apportera les modifications nécessaires aux cartes géographiques publiées par le Gouvernement des Etats-Unis.

(vi) assurera des services de contrôle des vols afin de permettre la vérification initiale d'exactitude, dont les frais seront assumés à part égale par chaque Gouvernement.

Les deux Gouvernements exploiteront et maintiendron leurs stations respectives Loran–A susmentionnées à leurs propres frais; ils n'enlèveront ni ne mettront hors de service les stations avant l'expiration d'un préavis d'un an donné par écrit par l'une des parties à l'autre, l'avis du Gouvernement canadien devant être donné par le ministre des Transports ou en son nom et devant être mis à la poste à l'un des bureaux de poste de Sa Majesté, à l'adresse du Commandant de la Coast Guard des Etats-Unis à Washington (D.C.) 20591.

J'ai donc l'honneur de proposer que, si les conditions qui précèdent agréent à votre Gouvernement, la Présente Note, dont les textes anglais et français font également foi, et votre réponse constituent entre nos deux Gouvernements un Accord qui entrera en vigueur à la date de votre réponse. Le Présent Accord restera en vigueur jusqu'au 1er juillet 1971 et ultérieurement jusqu'à ce que l'une des parties le dénonce en donnant par écrit un préavis d'un an à l'autre.

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

MITCHELL SHARP
Secrétaire d'Etat
aux Affaires extérieures

Son Excellence Monsieur ADOLPH W. SCHMIDT,
Ambassadeur des Etats-Unis d'Amérique,
Ottawa

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

No. 55

OTTAWA, *April 8, 1971*

SIR:

I have the honor to refer to your Note ECT-369 of April 8, 1971, concerning the construction by Canada of a Loran-A Station at Gray Point in the Province of British Columbia, the operative paragraphs of which read as follows:

"I have the honour to refer to discussions between representatives of our two Governments concerning the proposed sale of Loran-A equipment by the United States to Canada and the construction by Canada of a Loran-A Station at Gray Point in the Province of British Columbia.

"As a result of these discussions, it is now proposed that this sale and construction take place on the following terms and conditions:

"Canada will:

(i) construct a Loran-A Master Station at Gray Point, B.C. to operate in synchronism with the Loran-A Stations at Spring Island, B.C. and Biorka, Alaska.

(ii) modify the Canadian Loran-A Station at Spring Island, B.C. so as to permit it to operate as a Loran-A slave of the new Gray Point Station in addition to operating as a Loran-A slave of the United States Coast Guard Loran-A Station at Point Grenville, Washington.

(iii) share equally with the Government of the United States of America the cost of temporary communications facilities, for an estimated period of six months, required to establish the Loran-A rate between Gray Point and Biorka, Alaska.

(iv) carry out the necessary mapping changes to Canadian Government published maps.

"The Government of the United States of America will:

(i) modify, at their expense, the United States Coast Guard Loran–A Station at Biorka, Alaska, so as to permit it to operate as a Loran–A slave to the Gray Point Station.

(ii) sell to the Canadian Department of Transport, at a price to be negotiated, all necessary Loran–A equipment for the new station at Gray Point, and for the modification of the Spring Island Station.

(iii) sell to the Canadian Department of Transport, spare parts, as required from time to time to permit continued operation of the Canadian Loran–A stations. In the event that stocks of spare parts are no longer available, the United States Coast Guard will provide engineering information which will enable the Canadian Department of Transport to have the parts manufactured on their behalf.

(iv) share equally with the Government of Canada the cost of temporary communications facilities, for an estimated period of six months, required to establish the Loran–A rate between Gray Point and Biorka.

(v) carry out the necessary mapping changes to the United States Government published maps.

(vi) provide flight checking facilities to permit the initial accuracy check, the costs of which shall be shared equally by each Government.

"Each Government will operate and maintain their respective Loran–A Stations aforesaid at their own cost and expense and will not remove or decommission the stations until the expiration of one year's notice, in writing, by one party to the other, the notice by the Government of Canada to be given by or on behalf of the Minister of Transport and to be mailed addressed to the Commandant United States Coast Guard, Washington, D.C. 20591, at any of Her Majesty's Post Offices.

"I therefore have the honour to propose that, if the foregoing terms and conditions are acceptable to your Government, this Note, which is authentic in English and French, and your reply to that effect, shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply. This Agreement shall remain in force until July 1, 1971 and thereafter until terminated by either party on one year's notice in writing to the other."

On behalf of the Government of the United States, I have the honor to express my Government's agreement with the proposal set forth in the note under reference and affirm that this note and the note mentioned above constitute an agreement between the two Governments.

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

ADOLPH W. SCHMIDT

The Honorable
MITCHELL SHARP, P.C., M.P.,
Secretary of State
for External Affairs,
Ottawa.

AFGHANISTAN

Agricultural Commodities

Agreement signed at Kabul March 27, 1971;
Entered into force March 27, 1971.

SUPPLEMENTARY AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE ROYAL GOVERNMENT OF AFGHANISTAN FOR THE SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Royal Government of Afghanistan, as a second supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on July 19, 1967 [1] (hereinafter referred to as the July Agreement), have agreed to the sales of commodities specified below. This second supplementary agreement shall consist of the Preamble, Parts I and III, and the Convertible Local Currency Credit Annex of the July Agreement, and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat and/or wheat flour	1971	50,000	$3.0
		TOTAL	$3.0

ITEM II. Payment Terms:

Convertible Local Currency Credit

1. Initial payment - None.
2. Currency use payment - 13 percent.

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[1] TIAS 6322; 18 UST 1766.

3. Balance payable in installments approximately equal annual amounts.
4. Number of installment payments – 31.
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 Requirements: None

ITEM IV. Export Limitations:

A. The export limitation period for commodities the same as or like any particular commodity financed under this agreement shall be the period beginning on the date of this agreement and ending on the final date on which the relevant commodities financed under this agreement are imported and utilized.

B. For the purpose of Part I, Article III A 3 of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: foodgrains, including products thereof.

ITEM V. Self-Help Measures:

The Royal Government of Afghanistan is giving high priority to the development of agriculture within the Fourth Five-Year Plan, including continued emphasis on adaptive research and extension services for the wider use of fertilizer and improved seed for wheat and other crops under programs mutually agreed upon by the Royal Government of Afghanistan and the Government of the United States of America.

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

For purposes specified in ITEM V. and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Other Provisions:

1. The Government of the exporting country elects pursuant to paragraph 6 of the Convertible Local Currency Credit Annex that all payments under ITEM II 2 of this Part II be made in Afghanis, which shall be used by the Government of the exporting country for payment of its obligations in the importing country.
2. Notwithstanding paragraph 4 of the Convertible Local Currency Credit Annex, the Government of the importing country may withhold from deposit in the special account referred to

in such paragraph so much of the proceeds accruing to it from the sales of commodities financed under this agreement as is equal to the amount of the currency use payment made by the Government of the importing country.

3. Notwithstanding paragraph 4 of the Convertible Local Currency Credit Annex to the July 1967 and July 1968 agreements, as amended,[1] deposits to the special account shall be made sixty days after the end of each quarter of the Afghan fiscal year for commodities sold in that quarter. The exchange rate to be used in calculating the local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells U.S. dollars for local currency in connection with the commercial import of the same commodities on the date each deposit as required is made to the special account.

4. The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried on United States flag vessels, but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

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

DONE at Kabul, in duplicate in the English and Dari languages, the English language version prevailing and governing in any questions of interpretation that may arise during the life of this Agreement, this twenty-seventh day of March 1971.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Robert G. Neumann
Ambassador Extraordinary
and Plenipotentiary

FOR THE ROYAL GOVERNMENT OF AFGHANISTAN

27.3.71

Mohammad Aman
Minister of Finance

[1] TIAS 6523; 19 UST 5413.

موافقتنامه متمم بین حکومت اضلاع متحده امریکا
و حکومت پادشاهی افغانستان راجع به فروش مواد زراعتی

حکومت اضلاع متحده امریکا و حکومت پادشاهی افغانستان بجهت متمم دوم به موافقتنامه فروش مواد زراعتی که بتاریخ ۱۱ جولای ۱۹۶۷ بین حکومتین به امضا رسیده بود (منبعد موافقتنامه جولای یاد میشود) به فروش مواد یکه ذیلا مشخص شده است موافقت نموده اند.

این موافقتنامه متمم دوم مشتمل خواهد بود بر مفاده قسمت اول و سوم و کریدت اسعار محلی قابل تبادله که ضمیمه موافقتنامه جولای میباشد و قسمت دوم که ذیلا توضیح میشود

قسمت دوم : مقررات مشخص

جزء اول : جدول اموال

اموال	تاریخ تسلیم	مقدار حداکثر تخمینی	حداکثر ارزش صادراتی بازار
	(سال مالی امریکا)	تن متریک	(ملیون)
گندم			
اردگندم	۱۹۷۱	۵۰۰۰۰	۳٫۰ دالر

مجموع :- ۳٫۰ دالر

جزء دوم : شرایط تادیه

کریدت اسعار محلی قابل تبادله

۱- تادیه پیشکی - ندارد
۲- تادیه مصرف اسعار - ۱۳ فیصد
۳- باقیمانده قابل تادیه باقساط است - تقریبا بمبالغ مساوی سالانه
۴- تعداد تادیات اقساط - ۳۱
۵- تاریخ بسررسیدن قسط اول تادیات ده سال بعد از تاریخ اخرین چالانی اموال در هرسال تقویمی.
۶- نرخ ربح درمدت اولی - ۲ فیصد
۷- نرخ ربح درمدت باقیمانده - ۳ فیصد

جزسوم : احتیاجات مارشتگه جاری – ندارد

جزچهارم : تحدیدات صادراتی

الف : مدت تحدید صادراتی برای عین اموال یا مشابه آن اموال مشخص دیگر که تحت این موافقتنامه تمویل گردیده مدتی خواهد بود که از تاریخ این موافقتنامه الی زمانیکه آخرین تاریخ که اموال مربوط تحت این موافقتنامه توریـد واستفاده شود انجام میابد .

ب : بمقصد قسمت اول ماده سوم الف ۳ موافقتنامه عین اموال یا مشابه به آن اموالیکه تحت این موافقتنامه تمویل میشود عبارتاند از غله یا ب بشمول محصولات آن .

جزپنجم : تدابیر اتکاء بخود .

حکومت پادشاهی افغانستان درپلان پنجساله چهارم به انکشاف زراعت رجحان بیشتری میدهد که شامل ادامه تحقیقات انسانی و توسعه خدمات درقسمت ترویج وسیعتر کود نباتی وتخم اصلاح شده گندم وسایر حبوبات بوده وتحت پروگرام هایکه متقابلا بین حکومت پادشاهی افغانستان وحکومت اصلاح متحده امریکا موافقه میشود عملی خواهد شد .

جزششم : مقاصد انکشاف اقتصادی که بمنظور آن پول های حاصله به مملکت توریـد کننده مصرف میشود .

برای مقاصدیکه درجزپنجم وسایر موارد انکشاف اقتصادی بطوریکه بین طرفین موافقه شود .

جزهفتم : سایر مقررات .

۱– حکومت مملکت صادرکننده به اساس پراگراف ٦ ضمیمه گریدت اسعار محلی قابل تبادله انتخاب مینماید که کلیه تادیات جزدوم (۲) این قسمت دوم به افغانی صورت گیرد تا ازاین پول حکومت مملکت صادرکننده برای ایفای تعهدات خود درمملکت توریـد کننده استفاده نمایند .

۲– باوجود پراگراف ٤ ضمیمه گریدت اسعار محلی قابل تبادله حکومت مملکت توریـد کننده ازگذاشتن پول بحساب مخصوص که درهمان پراگراف تذکرفته وازحصول فروش مواد یکه تحت این موافقتنامه تمویل میگردد مساوی به مبلغی که جهت اسعار قابل مصرف ازطرف حکومت مملکت توریـد کننده تادیه میگردد خود داری خواهد کرد .

۳– بادرنظر گرفتن پراگراف (٤) ضمیمه موافقتنامه های جولای ۱۹٦۷–

وجولای ۱۹۶۸ گرید اسعار محلی قابل تبادله صورت تعدیل یافته تادیات
بحساب مخصوص ۶۰ روز بعد از ختم هر ربع سال مالی افغانستان برای ایالات
دران ربع بفروش رسیده صورت خواهد گرفت. نوع تبادله که در منجان اسعار
محلی استعمال میشود عبارت ازان نوع است که مقام ذیصلاح پولی مملکت وارد
کننده یا نماینده مجاز آن دالر امریکائی را در مورد واردات تجارتی عین
اموال بتاریخ گذاشتن مرد بیوزیت بحساب مخصوص ایجاب میدارد خواهد بود.
۴- حکومت مملکت صادر کننده باید تفاوت مصارف بحری اموال مورد نیاز را که
بالای کشتی های دارای بیرق اصلاح متحده حمل میشوند متقبل گردد. اما باوجود
مقررات پراگراف (۱) ضمیمه گرید اسعار محلی قابل تبادله بپذیرفتن مصارف
بحری حمل ونقل اینگونه اموال را تمویل نخواهد کرد.

نمایندگان ازان نمایندگان مربوطه برای این عقد صلاحیت دارند
موافقتنامه حاضر را امضاء نمودند.

در ایل بدرستن انگلیسی روز بروز بیست وهفتم مارچ ۱۹۷۱ عقد شد درصورت
بروز اختلاف در تعبیر متن انگلیسی درمتون دوام این موافقتنامه معتبر خواهد بود.

از طرف حکومت پادشاهی افغانستان

داکتر محمد اسلم
وزیر مالیه

از طرف حکومت اصلاح متحده امریکا

رابرت جی نیومن
سفیر کبیر ونماینده فوق العاده

TIAS 7096

PHILIPPINES

Agricultural Commodities

Agreement signed at Manila April 16, 1971;
Entered into force April 16, 1971.

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

The Government of the United States of America and the Government of the Republic of the Philippines have agreed to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble and Parts I and III of the March 24, 1970 agreement, [1] together with the attached Convertible Local Currency Credit Annex and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (Calendar Year)	Approximate Maximum Quantity	Maximum Export Market Value (1,000)
Cotton	1971	145,000 bales	$18,415
Tobacco	1971	1,000 MT	1,874
		TOTAL	$20,289

ITEM II. Payment Terms:

Convertible Local Currency Credit

1. Initial Payment - none.
2. Currency Use Payment - 20 percent of the dollar amount of the financing by the Government of the exporting country under this agreement is payable upon demand by the Government of the exporting country in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this agreement and on the following basis: two equal installments, the first installment to be paid on December 31, 1971

[1] TIAS 6858; 21 UST 1046.

and the second installment to be paid on June 30, 1972. No requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation under this agreement.

3. Number of Installment Payments – 16.
4. Amount of Each Installment Payment – approximately equal annual amounts.
5. Due Date of First Installment Payment – five years from date of last delivery in any calendar year.
6. Initial Interest Rate – 2 percent.
7. Continuing Interest Rate – 3 percent.

ITEM III. Usual Marketing Requirement:

None.

ITEM IV. Export Limitations:

A. The export limitation period with respect to each commodity financed under this agreement for commodities the same as, or like, the commodities financed under this agreement shall be the period beginning on the date of this agreement and ending on the terminal date of the supply period during which any of the relevant commodities are imported.

B. For the purposes of Part I, Article III A. 3, of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: for cotton-raw cotton and cotton textiles.

C. The Government of the Philippines agrees should Philippine exports of cotton textiles be increased during United States calendar year 1971 or any such subsequent supply period during which cotton is being imported or utilized, to over 41 million square yards, it will procure and import with its own resources from the United States of America an additional quantity of cotton at least equal to the raw cotton content of such increase in its textile exports.

ITEM V. Self-Help:

The Government of the Philippines continues to accord high priority to increasing agricultural production and improving marketing. Among the principal areas to be emphasized are the following:

1. The Government of the Philippines will make every effort to assure that credit needs of small farmers, particularly in designated land reform areas, are satisfied. Short term as well as medium and long term credit will be provided at reasonable interest rates.

2. The Government of the Philippines intends to focus priority attention to the establishment of a rational and comprehensive water development policy. The policy will insure that major efforts of government agencies are fully coordinated and directed to meeting the needs of the agricultural sector to the fullest extent and in the most efficient manner possible. Within this overall context the Government of the Philippines intends to give adequate attention to irrigation needs to insure success of the new multi-cropping emphasis outlined in the agricultural four-year plan.
3. In view of achievement of self-sufficiency in rice production, the Government of the Philippines intends to refocus a major portion of its efforts to upgrading adaptive agricultural research capabilities and to the development of new packages of technology for food and feedgrain crops other than rice.
4. The Government of the Philippines will give increased attention to the improvement and development of processing, marketing, and distribution systems for rice, feedgrains, fish, meat and meat products.
5. The Government of the Philippines agrees to give continuing attention and support to ongoing programs to reduce population growth rate, render maximum support to encouragement of continued initiatives by non-government Philippine organizations, expansion of Government of the Philippines' efforts to obtain assistance from other donor organizations and nations, and priority attention to the introduction of legislation which will provide a continuous source of local financial support for family planning programs.
6. In order to further accelerate agricultural and rural development, the Government of the Philippines will allocate an agreed percentage of the proceeds of this agreement for the implementation of a program designed to bring electrification to the rural areas of the Philippines. In order to facilitate such a program, the Government of the Philippines will develop a Comprehensive National Electrification Plan which would delineate the requirements and programs for the power sector including generation, transmission and distribution projects along with the proposed financial plan for implementing this program.

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

For the purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight Financing:

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions:

1. The currency use payment under Part II, Item II 2 of this agreement shall be credited against (a) the amount of the 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 value of the currency use payment has been offset.
2. Notwithstanding paragraph 4 of the Convertible Local Currency Credit Annex, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph or may withdraw from amounts deposited therein so much of the proceeds accruing to it from the sale of commodities financed under this agreement as is equal to the amount of the currency use payments made by the Government of the importing country.
3. With reference to paragraph 4 of the Convertible Local Currency Credit Annex, the Government of the importing country may make deposits of proceeds from the sale of commodities included in Item I above within one year from the sale of the commodities within the importing country.

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

DONE at Manila, in duplicate, this 16th day of April 1971.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES
HENRY A BYROADE	CARLOS P. ROMULO
[SEAL]	[SEAL]

CONVERTIBLE LOCAL CURRENCY CREDIT ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES FOR SALES OF AGRICULTURAL COMMODITIES

The following provisions apply with respect to the sales of commodities financed on convertible local currency credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. With respect to commodities delivered in each calendar year, the principal of the credit (hereinafter referred to as principal) will consist of:

a. 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, and

b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

This 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.

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin 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 such 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. For the period 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.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be 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 including the related ocean transportation costs other than the ocean freight differential. 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 nongovernmental 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 such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

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

a. 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 in the importing country, or

b. 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.

MEXICO

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at México and Tlatelolco April 15, 1971;
Entered into force April 15, 1971.

The American Ambassador to the Mexican Acting Secretary of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
Mexico, D. F., April 15, 1971

No. 457

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 1971 and to the agreements between the United States and other countries, including Mexico, constituting the 1970 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 1971 with the Governments of all the countries that participated in the 1970 restraint program, I have the honor to propose the following agreement between our two Governments:

(1) On the basis of the foregoing, and subject to Paragraph 3, the permissible total quantity of imports of such meats into the United States during the calendar year 1971 from countries participating in the restraint program shall be 1,075 million pounds and the Government of Mexico 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 Mexico will limit its exports of the aforesaid meat so that imports of such meat into the United States

during calendar year 1971, including meat originating in Mexico and withdrawn from warehouse during such year for consumption in the United States, will not exceed 73.0 million pounds or such higher figure as may result from adjustments pursuant to Paragraph 3. This limitation does not prohibit the shipment of such meat into bond in United States warehouses, which shipments will be accounted for during the calendar year such meat is withdrawn from bond and entered into the United States for consumption. The Government of the United States of America may issue regulations as necessary to govern the importation for consumption of the aforesaid meats.

(3) 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 1971 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. In consequence and in accordance with the foregoing, if no shortfall is estimated for Mexico, a portion of such increase or estimated shortfall shall be allocated to Mexico. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1971 restraint program.

(4) The Government of the United States of America shall separately report meat rejected as unacceptable for human consumption under the United States inspection standards, and such meats will not be regarded as part of the quantity described in Paragraph 2.

(5) The Government of Mexico 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 permissible under the restraint program and any allocation of shortfall.

I have the honor to propose that, if the foregoing is acceptable to the Government of Mexico, this Note together with Your Excellency's confirmatory reply shall constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply.

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

ROBERT H. MCBRIDE

His Excellency
LICENCIADO RUBÉN GONZÁLEZ SOSA,
Acting Secretary of Foreign Relations,
Tlatelolco, D. F.

TIAS 7098

The Mexican Acting Secretary of Foreign Relations to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

6-A-70 TLATELOLCO, D. F., *15 de abril de 1971.*

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo a Vuestra Excelencia de su atenta Nota 457 fechada el día de hoy, cuya versión en español es la siguiente:

"Tengo el honor de referirme a las conversaciones entre representantes de nuestros 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 Tarifas de los EE.UU.) y carne fresca, refrigerada o congelada de ganado bovino y caprino, salvo corderos (Rubro 106.20 del Cuadro de Tarifas de los EE.UU.) durante el año civil de 1971, y a los acuerdos entre los Estados Unidos y otros países, incluyendo México, que constituyen el programa de restricciones para 1970 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 1971 con los Gobiernos de todos los países que participaron en el programa de restricciones para 1970, 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 3, la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1971, por parte de países que participen en el programa de restricciones será de 1,075 millones de libras y el Gobierno de México 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 México limitará sus exportaciones de dichas carnes de manera que las importaciones de ellas por parte de los Estados Unidos durante el año civil de 1971, incluyendo las carnes de origen mexicano que se retiren de bodegas en dicho año para el consumo en los Estados Unidos, no excederán de 73.0 millones de libras o la cantidad mayor que pueda resultar de los ajustes realizados en virtud del párrafo 3. Esta limitación no prohibe la exportación de dichas carnes "in bond" a bodegas de los Estados Unidos,

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las que se contabilizarán en el año calendario durante el cual se retiren de dichas bodegas y entren a los Estados Unidos para el consumo. El Gobierno de los Estados Unidos podrá dictar las disposiciones necesarias para regular la importación de dichas carnes para el consumo.

3. 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 1971 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. En consecuencia y de acuerdo con lo antes señalado, si no se ha calculado un déficit para México, una porción de tal aumento o déficit calculado será adjudicado a México. La 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 1971.

4. El Gobierno de los Estados Unidos de América rendirá informes, por separado, acerca de carnes rechazadas por no ser aptas para el consumo humano conforme a las normas de inspección de los Estados Unidos, y tales carnes no se considerarán como parte de la cantidad que se indica en el Párrafo 2.

5. El Gobierno de México 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 aumentos de la cantidad total permitida conforme al programa de restricciones y la adjudicación del déficit.

Tengo el honor de proponer que si lo anterior es aceptable para el Gobierno de México, 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.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración."

En respuesta me complazco en informar a Vuestra Excelencia que mi Gobierno encuentra aceptable la precedente propuesta y, en consecuencia, conviene en que la Nota de Vuestra Excelencia arriba

transcrita y la presente constituyen un acuerdo entre los Estados Unidos Mexicanos y los Estados Unidos de América.

Aprovecho esta oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

R GONZALEZ S.

Excelentísimo Señor ROBERT HENRY MCBRIDE,
Embajador Extraordinario y Plenipotenciario de
Estados Unidos de América,
Ciudad.

Translation

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

6-A-70 TLATELOLCO, D. F., *April 15, 1971*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 457, dated today, of which the Spanish version reads as follows:

[For the English language text, see p. 551.]

In reply, I am happy to inform Your Excellency that my Government finds the foregoing proposal acceptable and accordingly confirms that Your Excellency's note and this note in reply shall constitute an agreement between the United Mexican States and the United States of America.

I avail myself of the opportunity to renew to Your Excellency the assurance of my highest consideration.

R. GONZÁLEZ S.

His Excellency
ROBERT HENRY MCBRIDE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Mexico, D. F.

AUSTRALIA

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at Washington May 7, 1971;
Entered into force May 7, 1971.

The Secretary of State to the Australian Ambassador

DEPARTMENT OF STATE
WASHINGTON

MAY 7, 1971

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 1971 and to the agreements between the United States and other countries, including Australia, constituting the 1970 restraint program concerning shipments of such meats to the United States.

I have the honor to inform you that the Governments of all of the countries that participated in the 1970 restraint program have agreed to enter into similar agreements for the calendar year 1971. These agreements are being embodied in exchanges of notes between the Government of the United States of America and the Governments of the respective countries.

I have the honor to propose that the agreement between our two Governments should provide as follows:

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 1971 from countries participating in the restraint program shall be 1,075 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 for entry or withdrawal from warehouse for consumption during the calendar year 1971 to 560.3 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 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 of entry or withdrawal from warehouse for consumption of such meat from Australia; and

   (b) such regulations shall be issued only after consultation with the Government of Australia pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1971 will exceed the quantity specified 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 1971 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 560.3 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 1971. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1971 restraint program.

5. The Government of the United States of America shall separately report 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

[1] 21 U.S.C. § 71 *et seq.*

meats will not be regarded as part of the quantity described in paragraph 2.

6. 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 increase in the total quantity permissible under the restraint program and allocation of shortfall. In particular, consultations regarding these matters and the market situation shall be held before the beginning of each calendar quarter.

7. In the event that quotas on the 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 December 31, 1971.

8. (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 month:

   (i) Details from all supplying countries of imports into the United States to that date.
   (ii) An estimate of the expected supply/shipment position by country and in total.

   (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, 1971, ship by ship and port by port, based on actual loadings in Australia.

I have the honor to propose that, if the foregoing is acceptable to the Government of Australia, this note together with Your Excellency's confirmatory reply, shall 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:

JULIUS L. KATZ

His Excellency
SIR JAMES PLIMSOLL, C.B.E.,
Ambassador of Australia.

TIAS 7099

The Australian Ambassador to the Secretary of State

7TH MAY, 1971

SIR,

I have the honour to refer to your note of today's date 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 1971 and to the agreements between the United States and other countries, including Australia, constituting the 1970 restraint program concerning shipments of such meats to the United States.

"I have the honor to inform you that the Governments of all of the countries that participated in the 1970 restraint program have agreed to enter into similar agreements for the calendar year 1971. These agreements are being embodied in exchanges of notes between the Government of the United States of America and the Governments of the respective countries.

"I have the honor to propose that the agreement between our two Governments should provide as follows:

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 1971 from countries participating in the restraint program shall be 1075 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 for entry or withdrawal from warehouse for consumption during the calendar year 1971 to 560.3 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 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 of entry or withdrawal from warehouse for consumption of such meat from Australia; and

(b) such regulations shall be issued only after consultation with the Government of Australia pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1971 will exceed the quantity specified 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 1971 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 560.3 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 1971. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in 1971 restraint program.

5. The Government of the United States of America shall separately report 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.

6. 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 increase in the total quantity permissible under the restraint program and allocation of shortfall. In particular, consultations regarding these mat-

ters and the market situation shall be held before the beginning of each calendar quarter.

7. In the event that quotas on the 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 December 31, 1971.

8. (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 month

(i) Details from all supplying countries of imports into the United States to that date.
(ii) An estimate of the expected supply/shipment position by country and in total.

(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, 1971, ship by ship and port by port, based on actual loadings in Australia.

"I have the honor to propose that, if the foregoing is acceptable to the Government of Australia, this note together with your Excellency's confirmatory reply, shall 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 the Commonwealth 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.

J. PLIMSOLL

J. Plimsoll
Ambassador

The Honourable WILLIAM P ROGERS,
Secretary of State

DOMINICAN REPUBLIC

Agricultural Commodities

Agreement signed at Santo Domingo April 1, 1971; Entered into force April 1, 1971.

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

The Government of the United States of America and the Government of the Dominican Republic have agreed to the sales of agricultural commodities specified below This Agreement shall consist of the Preamble, Parts I and III and the Dollar Credit Annex of the Agreement signed March 31, 1970,[1] together with the following Part II

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table

Commodity	Supply Period (United States fiscal year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (1,000)
Wheat/wheat flour	1971	80, 000	$5, 644
Soybean and/or cotton seed oil	1971	5, 600	1, 951
		TOTAL	$7, 595

[1] TIAS 6863, 6930, 21 UST 1069, 1741.

ITEM II. Payment Terms:

Dollar Credit

1. Initial Payment – 5 percent
2. Number of Installment Payments – 19
3. Amount of Each Installment Payment – approximately equal annual amounts
4. Due Date of First Installment Payment – 2 years after date of last delivery of commodities in each calendar year.
5. Initial Interest Rate – 2 percent
6. Continuing Interest Rate – 3 percent

ITEM III. Usual Marketing Requirements: None

ITEM IV. Export Limitations:

A. The export limitation period shall begin with the effective date of this Agreement and end on the final date on which said commodities financed under this Agreement are imported and utilized.

B. For the purposes of Part I, Article III A 3, of the Agreement, the commodities considered to be the same as the commodities imported under this Agreement are for: wheat/wheat flour – wheat and wheat flour; and for soybean and/or cottonseed oil – soybean oil/soybeans and cottonseed oil/cottonseed.

ITEM V. Self-Help Measures

The Government of the importing country agrees:

To advance the comprehensive program in the agricultural sector which it has undertaken to increase production and marketing, and stabilize prices of commodities for export and domestic consumption, to raise farm incomes and to improve rural living conditions. In support of this program, the Government of the Dominican Republic intends:

(1) To have prepared in the Secretariat of Agriculture, by April 30, 1971, an agricultural program covering production goals for a two-year period, together with an operational plan to be used by the Secretariat in executing this program.

(2) To pursue a continuing program for improving its system of collecting, computing and analyzing statistics, which has been undertaken in the Secretariat of Agriculture, so as to better plan measures designed to expand agricultural production.

(3) To intensify its efforts to collect delinquent agricultural loans under existing national credit programs, negotiating past due accounts as necessary to clarify the financial status of the lending institutions.

(4) To consider how a special disaster relief fund can be established and financed, so that grants can be made to farmers who have become disaster victims, and the integrity of agriculture lending program may be preserved.

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

For the purpose specified in ITEM V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight Financing

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in U.S. flag vessels but, notwithstanding the provisions of paragraph 1 of the Dollar Credit Annex, it shall not finance the balance of the costs of ocean transportation of such commodities.

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

DONE at Santo Domingo, in duplicate, this 1st day of April 1971.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE DOMINICAN REPUBLIC
FRANCIS E. MELOY, JR.	JOAQUIN BALAGUER

ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DOMINICANA SOBRE LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República Dominicana han acordado la venta de los productos agrícolas que se detallan a continuación:

Este acuerdo consistirá del Preámbulo, Partes I y III y el Anexo sobre Crédito en Dólares del Acuerdo que se firmó el 31 de marzo de 1970, así como de la siguiente Parte II:

PARTE II - DISPOSICIONES ESPECIALES

PUNTO I. Tabla de Productos

Producto	Período de Entrega (Año Fiscal de los EE.UU.)	Cantidad Máxima Aproximada (Toneladas Métricas)	Valor Máximo en el mercado de Exportación (1,000)
Trigo/harina de trigo	1971	80, 000	$5, 644
Aceite de soya y/o aceite de semillas de algodón	1971	5, 600	1, 951
		TOTAL	$7, 595

PUNTO II. Condiciones de Pago

Crédito en Dólares

1. Pago inicial - 5 por ciento
2. Número de pagos a plazos - 19
3. Cantidad de cada pago a plazo - aproximadamente iguales cantidades anuales.
4. Fecha de vencimiento del primer pago a plazo - 2 años a partir de la fecha de la última entrega de productos en cada año calendario
5. Tasa inicial de interés - 2 por ciento
6. Tasa continua de interés - 3 por ciento

PUNTO III. Requisitos para Compras Normales en Mercados Comerciales: Ninguno

PUNTO IV. Limitación de Exportaciones

A. El período de limitación de exportaciones comenzará con la fecha efectiva de este acuerdo y terminará en la fecha final en la cual productos mencionados financiados bajo este acuerdo sean importados o utilizados.

B. Para los fines del inciso A 3 del Artículo III, Parte I del acuerdo, los productos que se consideran iguales a los productos importados bajo este acuerdo son: trigo y harina de trigo – trigo y harina de trigo; y por aceite de soya y/o aceite de semilla de algodón – aceite de soya, soya en grano, aceite de semilla de algodón y semilla de algodón.

PUNTO V. Medidas de Auto-Ayuda

El Gobierno del país importador acuerda:

Desarrollar el amplio programa dentro del sector agrícola que está llevando a cabo con el fín de aumentar la producción y el mercadeo y estabilizar los precios de productos para la exportación y el consumo interno, elevar los ingresos de los agricultores y mejorar las condiciones de vida rural. En apoyo de estos programas, el Gobierno de la República Dominicana se propone:

(1) Elaborar en la Secretaría de Agricultura, antes del 30 de abril de 1971, un programa agrícola que abarque las metas de producción por un período de dos años, así como un programa funcional que sea utilizado por la Secretaría en la ejecución de dicho programa.

(2) Proseguir un programa continuo para mejorar su sistema de recopilar, computar, y analizar las estadísticas, que ha sido emprendido por la Secretaría de Agricultura, con el fín de mejorar las medidas del programa destinadas a incrementar la producción agrícola.

(3) Intensificar sus esfuerzos para cobrar los préstamos agrícolas atrasados bajo los programas nacionales de crédito existentes, y negociar las cuentas atrasadas como fuera necesario para esclarecer los estados financieros de las instituciones prestamistas.

(4) Estudiar las posibilidades en que se pueda establecer y financiar un fondo especial contra desastres, de modo que se puedan hacer donaciones a los agricultores que sean víctimas de cualquier desastre y mantener la integridad de los programas de préstamos agrícolas.

PUNTO VI. Propósitos de Desarrollo Económico en los cuales el Producto Acumulado de Ventas del País Importador habrá de utilizarse:

Para los fines señalados en el Punto V y para otros fines de desarrollo económico que queden mutuamente convenidos.

PUNTO VII. Financiamiento de Fletes Marítimos

El Gobierno del país exportador cubrirá el costo de la diferencia en el flete marítimo sobre los productos que requieren ser transportados en buques de bandera estadounidense pero, no obstante las disposiciones del párrafo 1 del anexo de crédito en dólares, no podrá financiar el saldo del costo de transportación marítima de esos productos.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados al efecto, han firmado el presente Acuerdo.

HECHO en Santo Domingo, en duplicado, el día primero de abril de 1971.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

FRANCIS E. MELOY, JR.

POR EL GOBIERNO DE LA REPUBLICA DOMINICANA

JOAQUIN BALAGUER

BOLIVIA

Agricultural Commodities

Agreement amending the agreement of January 16, 1968.
Effected by exchange of notes
Dated at La Paz February 12 and April 16, 1971;
Entered into force April 16, 1971.

The American Embassy to the Bolivian Ministry of Foreign Affairs and Worship

No. 34

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Worship and has the honor to refer to the Agreement between the Government of the United States of America and the Government of the Republic of Bolivia for the sale of agricultural commodities, signed on January 16, 1968,[1] under United States Public Law 480.[2]

With regard to Foreign Office Note DGAE–B 3056/96 of December 3, 1970,[3] in which the Government of Bolivia proposes that the Self-help Measures, Item V of the Agreement, be amended to reflect the current priorities of the Bolivian Government, the Government of the United States is pleased to reply that it concurs with the Government's request.

Taking into account the changes suggested in said Foreign Office Note, the Government of the United States is pleased to suggest the following amendment:

That sub-paragraph C–4 of Item V be deleted in its entirety, and that the following new sub-paragraph C–4 be inserted:

> "4. $500,000 equivalent to the Central Savings and Loan System to assist in meeting the critical housing deficit in urban and rural areas;"

And that sub-paragraph C–6 of Item V be deleted in its entirety, and that the following new sub-paragraph C–6 be inserted:

> "6. Any proceeds realized under this agreement and not already committed will be used in support of the remaining self-help measures."

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[1] TIAS 6571; 19 UST 6153.
[2] 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*
[3] Not printed.

The Government of the United States has the honor to propose that, if these understandings meet with the approval of the Government of Bolivia, this Note and the Government of Bolivia's Note in reply constitute an Agreement between the two Governments on this matter.

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

MD

EMBASSY OF THE UNITED STATES OF AMERICA
La Paz, February 12, 1971

The Bolivian Ministry of Foreign Affairs and Worship to the American Embassy

REPUBLICA DE BOLIVIA
MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

Nº DGAE-B-780/25

LA PAZ, *16 Abr. 1971*

El Ministerio de Relaciones Exteriores y Culto, saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América y tiene el honor de hacer referencia a la Nota Verbal de esa Embajada Nº 34 de 12 de febrero anterior, en la que se manifiesta que el Gobierno de los Estados Unidos de América está de acuerdo con la proposición del Gobierno de Bolivia, de enmendar las Medidas de Auto-Ayuda, Item V del Convenio suscrito entre ambos Gobiernos en fecha 16 de enero de 1968, para la venta de productos agrícolas bajo la Ley Pública 480 de los Estados Unidos.

El Gobierno de Bolivia, manifiesta su conformidad con la nueva redacción de los sub-párrafos C–4 y C–6 del mencionado Item V, que dicen:

4. El equivalente de $us 500.000 para la Caja Central de Ahorro y Préstamo para la Vivienda para ayudar al déficit crítico de vivienda en las áreas urbanas y rurales.
6. Todos los fondos acumulados bajo este convenio y que no hayan sido ya comprometidos, serán utilizados en apoyo de las restantes medidas de Auto-Ayuda.

El Gobierno de Bolivia está asimismo de acuerdo con la propuesta del Gobierno norteamericano de que la Nota Verbal Nº 34 que se menciona anteriormente y la presente respuesta, constituyan un Convenio entre los dos Gobiernos sobre el particular.

El Ministerio de Relaciones Exteriores y Culto hace propicia la

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oportunidad para reiterar a la Honorable Embajada de los Estados Unidos de América las seguridades de su más distinguida consideración.

[SEAL]

A la Honorable
EMBAJADA DE LOS ESTADOS UNIDOS DE AMÉRICA
Presente.

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

No. DGAE-B-780/25

LA PAZ, *April 16, 1971*

The Ministry of Foreign Affairs and Worship presents its compliments to the Embassy of the United States of America and has the honor to refer to the Embassy's note No. 34 of February 12, 1971, in which it is stated that the Government of the United States of America concurs with the proposal of the Government of Bolivia to amend the Self-Help Measures, Item V of the Agreement signed between the two Governments on January 16, 1968, for the sale of agricultural commodities under Public Law 480 of the United States.

The Government of Bolivia expresses its approval of the new texts of sub-paragraphs C–4 and C–6 of the aforementioned Item V, which read as follows:

4. $500,000 equivalent to the Central Savings and Loan System to assist in meeting the critical housing deficit in urban and rural areas;
6. Any proceeds realized under this agreement and not already committed will be used in support of the remaining self-help measures.

The Government of Bolivia also concurs with the proposal of the United States Government that the aforementioned note No. 34 and this note shall constitute an Agreement between the two Governments on this matter.

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

[SEAL] [Initialed]

EMBASSY OF THE UNITED STATES OF AMERICA,
La Paz.

TIAS 7101

CANADA

Seismic Observations: Project Vela Uniform

Agreement extending the agreement of May 18, June 28 and 29, 1965, as extended.
Effected by exchange of notes
Dated at Ottawa March 25 and April 5, 1971;
Entered into force April 5, 1971.

The American Embassy to the Canadian Department of External Affairs

No. 45

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to its Note No. 298 of June 26, 1968 and to the Department of External Affairs' Note No. N-222 of June 27, 1968 [1] extending the Government of Canada's approval for the United States to operate mobile seismic observatories in Canada until June 30, 1971.

The Embassy would be grateful if the Government of Canada could grant a further three-year extension of its approval to cover the period from July 1, 1971 to June 30, 1974 on the understanding that: (A) the number and location of long-range seismic measuring stations, the exchange of scientific data and other details would be agreed upon between the Defence Research Board (DRB) for Canada and the Advanced Research Projects Agency (ARPA) for the United States; (B) in accordance with the practice followed in the past, equipment imported into Canada for this purpose would be returned to the United States after the research has been completed; and (C) data obtained by operation of the equipment would be made available to the Government of Canada upon its request and results of the research program would be published in unclassified form.

The Embassy renews to the Department of External Affairs the assurances of its highest consideration.

RZS

EMBASSY OF THE UNITED STATES OF AMERICA,
Ottawa, March 25, 1971.

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[1] TIAS 5826, 6646; 16 UST 880; 20 UST 456.

CANADA

The Canadian Department of External Affairs to the American Embassy

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

No. ECS-317

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 45 of March 25, 1971 which requested the extension of the clearance given by the Government of Canada in the Department's Note N-222 of June 27, 1968, for the United States to operate mobile seismic observatories in Canada.

The Department is pleased to inform the Embassy that this approval has been extended to cover the period July 1, 1971 to June 30, 1974, on the same understanding outlined in the Department's Note N-222 of June 27, 1968, and the Embassy's Note under reference.

The Department of External Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its highest consideration.

OTTAWA, April 5, 1971

CZECHOSLOVAKIA

Trade in Cotton Textiles

Agreement extending the agreement of August 29, 1969.
Effected by exchange of notes
Signed at Prague April 26, 1971;
Entered into force April 26, 1971.

The American Ambassador to the Czechoslovak Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Prague, April 26, 1971

No. 56

EXCELLENCY:

I have the honor to refer to the Long-Term Arrangement Regarding International Trade in Cotton Textiles, done at Geneva on February 9, 1962, and to the Protocol, done at Geneva on June 15, 1970,[1] extending the Long-Term Arrangement through September 30, 1973.

I refer also to the agreement between our two Governments, relating to trade in cotton textiles, effected by exchange of notes August 29, 1969,[2] and to recent discussions concerning extension of that agreement through April 30, 1973.

As a result of these discussions, I have the honor to propose that the aforementioned agreement be amended by changing "1971" to "1973" in paragraph 1 and paragraph 14 of the agreement.

If this proposal is acceptable to the Government of the Czechoslovak Socialist Republic, it is proposed that this note and your Excellency's note of acceptance on behalf of the Government of the Czechoslovak Socialist Republic shall constitute an amendment of the abovementioned 1969 agreement between our two Governments.

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

MALCOLM TOON
Malcolm Toon

His Excellency
JAN MARKO
Minister of Foreign Affairs
Prague

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[1] TIAS 5240, 6940; 13 UST 2672; 21 UST 1970.
[2] TIAS 6754; 20 UST 2830.

The Czechoslovak Deputy Minister of Foreign Affairs to the American Ambassador

MINISTR ZAHRANIČNICH VĚCI

Č. 106.380/71-6

V PRAZE *dne 26. dubna 1971*

EXCELENCE,

mám čest potvrdit příjem Vaší nóty ze dne 26. dubna 1971 navrhující, aby dohoda o vývozu čs. bavlněného textilu do USA uzavřená mezi oběma našimi vládami výměnou nót ze dne 29. srpna 1969 byla prodloužena do 30. dubna 1973.

Mám čest potvrdit, že návrh obsažený ve Vaši notě je přijatelný vládě Československé socialistické republiky a že nóta Vaší Excelence a tato nóta jako odpověď na ni tvoří dodatek k výše uvedené dohodě.

V zastoupení ministra

ING JÁN BUŠNIAK

Ing. Ján Bušniak
náměstek ministra

Jeho Excelence
MALCOLM TOON
velvyslanec Spojených států amerických
Praha

Translation

MINISTER OF FOREIGN AFFAIRS

No. 106.380/71-6

PRAGUE, *April 26, 1971*

EXCELLENCY,

I have the honor to acknowledge receipt of your note of April 26, 1971, proposing that the Cotton Textile Agreement between our two Governments, effected by exchange of notes August 29, 1969, be extended through April 30, 1973.

I have the honor to confirm that the proposal contained in your note is acceptable to the Government of the Czechoslovak Socialist Republic, and that your Excellency's note and this note in reply shall constitute an amendment of the aforementioned agreement.

On behalf of the Minister

ING JÁN BUŠNIAK

Ing. Ján Bušniak
Deputy Minister

His Excellency
MALCOLM TOON,
Ambassador of the United States of America
Prague.

TIAS 7103

GHANA

Relief Supplies and Packages: Port and Inland Transportation Charges

Agreement amending the agreement of April 9, 1959.
Effected by exchange of notes
Signed at Accra April 8 and May 3, 1971;
Entered into force May 3, 1971.

The American Ambassador to the Ghanaian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Note No. 38 ACCRA, *April 8, 1971*

EXCELLENCY:

I have the honor to refer to the Agreement of April 9, 1959, [1] between our two Governments, effected by an exchange of notes on that day, concerning Relief Supplies and Packages: Duty Free Entry and Exemption from Internal Taxation. I also have the honor to refer to recent conversations between representatives of our two Governments and to confirm understandings reached as a result of those conversations as follows:

1. The first sentence of the April 9, 1959, note of the American Ambassador originally read:

> "I have the honor to refer to conversations between representatives of our two Governments concerning measures to facilitate private manifestations of friendship between the peoples of our two countries through voluntary gifts of food and other basic supplies by individuals and organizations in the United States to individuals and organizations in Ghana."

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[1] TIAS 4203; 10 UST 720.

The phrase "including Food for Peace commodities" is now inserted after the word "food" so that the sentence now reads:

> "I have the honor to refer to conversations between representatives of our two Governments concerning measures to facilitate private manifestations of friendship between the peoples of our two countries through voluntary gifts of food including Food for Peace commodities and other basic supplies by individuals and organizations in the United States to individuals and organizations in Ghana."

2. Numbered paragraph 4 of the April 9, 1959, note of the American Ambassador originally read:

> "4. The cost of transporting such supplies and equipment (including port handling, storage, and similar charges, as well as transportation) within Ghana to the ultimate beneficiary will be borne by the Government of Ghana."

This text is removed and now reads:

> "4. The cost associated with moving supplies from the end of ship's tackle at the port of discharge to points of distribution within the country and the cost of any storage and handling charges incurred as a function of the distributing activity will be borne by the Government of Ghana."

I have the honor to propose that, if these understandings meet with the approval of the Government of Ghana, this note and your Excellency's note in reply constitute an amendment to the Agreement of April 9, 1959, between our two Governments effective on the date of your Excellency's reply.

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

THOMAS W. MCELHINEY

His Excellency
WILLIAM OFORI-ATTA,
Minister of Foreign Affairs,
Accra.

The Ghanaian Minister of Foreign Affairs to the American Ambassador

MINISTER OF FOREIGN AFFAIRS
P.O. BOX M.53
ACCRA

Ref. EC/CUS/ Vol. 10 3RD MAY, 1971.

YOUR EXCELLENCY,

I have the honour to refer to your Note No. 38 of 8th April, 1971 containing proposals to amend the Agreement of April 9, 1959 between our two Governments concerning Relief Supplies and Packages: Duty free Entry and Exemption from Internal Taxation and to inform you that my Government concurs in these proposals.

My Government further agrees that your Note under reference and this reply shall constitute an amendment to the aforementioned Agreement between our two Governments effective as from the date of this letter.

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

W. OFORI ATTA

William Ofori-Atta
Minister of Foreign Affairs

His Excellency
Mr. THOMAS W. MCELHINEY,
Ambassador of the United States of America,
American Embassy,
Accra.

SPAIN

Air Transport Services

Agreement supplementing the agreement of December 2, 1944, as amended.
Effected by exchange of notes
Dated at Madrid April 30, 1971;
Entered into force April 30, 1971.

The American Embassy to the Spanish Ministry of Foreign Affairs

No. 321

The Embassy of the United States acknowledges receipt of the Ministry of Foreign Affair's Note of April 6, 1971.[1] Since both Governments have accepted in principle a provisional exchange of operating rights in addition to air transport services currently performed under the Air Transport Agreement of December 2, 1944, as amended,[2] the Government of the United States proposes the following agreement:

The Government of the United States affirms that its aeronautical authorities will consider an application by IBERIA Airlines to operate air transport services through San Juan, Puerto Rico, on a route from Spain to Mexico City through October 31, 1971.

The Government of Spain affirms that its aeronautical authorities will consider an application by Pan American World Airways to operate air transport services through Madrid on a route from Miami and San Juan via Lisbon to Madrid and beyond to Rome through October 31, 1971.

Services conducted under this provisional authority will be operated in accordance with the provisions of the United States-Spain Air Transport Agreement of December 2, 1944, as amended.

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[1] Not printed.
[2] EAS 432, TIAS 2131, 2132, 2140, 3022; 58 Stat. 1473; 62 Stat. 4078; 4081; 1 UST 732; 5 UST 1483.

If the foregoing proposal is agreeable to the Government of Spain, the Embassy of the United States proposes that this Note and the Ministry of Foreign Affair's reply constitute an agreement between the two Governments.

EMBASSY OF THE UNITED STATES OF AMERICA,
Madrid, April 30, 1971.

The Spanish Director General, International Technical Cooperation, Ministry of Foreign Affairs, to the American Ambassador

MINISTERIO
DE
ASUNTOS EXTERIORES

177 MADRID, *30 de abril de 1971.*

EXCMO. SEÑOR, MUY SEÑOR MIO:

Tengo la honra de acusar recibo de la Nota de fecha de hoy, que traducida dice lo siguiente:

"La Embajada de los Estados Unidos de América acusa recibo de la Nota del Ministerio de Asuntos Exteriores español de 6 de abril de 1971. Teniendo en cuenta que ambos Gobiernos han aceptado en principio un intercambio provisional de derechos de tráfico en adición a los servicios de Transporte Aéreo actualmente existentes conforme al Convenio de Transporte Aéreo de 2 de diciembre de 1944 y sus enmiendas, el Gobierno de los Estados Unidos propone el siguiente acuerdo:

"El Gobierno de los Estados Unidos afirma que sus autoridades aeronáuticas están dispuestas a considerar una petición de Iberia para efectuar servicios de Transporte Aéreo en una ruta desde España a la Ciudad de Méjico con escala en San Juan de Puerto Rico, válida hasta el 31 de octubre de 1971.

El Gobierno español afirma que sus autoridades aeronáuticas están dispuestas a considerar una petición por parte de Pan American World Airways para efectuar servicios de Transporte Aéreo a través de Madrid en una ruta desde Miami y San Juan vía Lisboa a Madrid y seguidamente a Roma, válida hasta el 31 de octubre de 1971.

Los servicios llevados a cabo de acuerdo con esta autorización provisional serán efectuados conforme a lo previsto en el acuerdo

aéreo entre España y los Estados Unidos de 2 de diciembre de 1944 y sus enmiendas.

Si la anterior propuesta es aceptable al Gobierno español, la Embajada de los Estados Unidos propone que esta Nota y la respuesta del Ministerio de Asuntos Exteriores tengan carácter de acuerdo entre ambos Gobiernos."

Tengo la honra de comunicar a V.E. la conformidad del Gobierno español con lo que precede.

Le ruego acepte Sr. Embajador las seguridades de mi más distinguida consideración.

FRANCISCO JAVIER VALLUERE

EXCMO. SR. ROBERT C. HILL,
Embajador de Estados Unidos de América
en Madrid.

Translation

MINISTRY OF FOREIGN AFFAIRS

No. 177 MADRID, *April 30, 1971*

EXCELLENCY:

I have the honor to acknowledge receipt of the note dated today, the translation of which reads as follows:

[For the English language text, see p. 578.]

I have the honor to inform Your Excellency of the Spanish Government's concurrence in the foregoing proposal.

Please accept, Mr. Ambassador, the assurances of my most distinguished consideration.

FRANCISCO JAVIER VALLUERE

His Excellency
ROBERT C. HILL,
Ambassador of the United States of America,
Madrid.

NICARAGUA

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at Managua February 16 and March 30, 1971;
Entered into force March 30, 1971.

The American Ambassador to the Nicaraguan Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
No. 15 *Managua, D. N. February 16, 1971*

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 1971 and to the agreements between the United States and other countries, including Nicaragua, constituting the 1970 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 1971 with the Governments of all of the countries that participated in the 1970 restraint program, 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 1971 from countries participating in the restraint program shall be 1,075 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 exports of the aforementioned meats so that the quantity of such meats originating in Nicaragua and during the calendar year 1971 entered or withdrawn from warehouse for consumption in the United States does not exceed

41.8 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 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:

(A) Such regulations shall not be employed to govern the timing of entry, or withdrawal from warehouse, for consumption of such meat from Nicaragua; and

(B) Such regulations shall be issued only after consultation with the Government of Nicaragua pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry, or withdrawal from warehouse, for consumption in the calendar year 1971 will exceed the quantity specified 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 1971 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 41.8 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 1971. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1971 restraint program.

5. The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in paragraph 2.

6. 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 increase in the total quantity permissible under the restraint program and allocation of shortfall.

7. In the event that quotas on the 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 Nicaragua shall not include the period between October 1, 1968 and December 31, 1971.

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 shall 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.

TURNER B. SHELTON

His Excellency,
DR. LORENZO GUERRERO,
Minister of Foreign Relations,
Managua, D. N.

The Nicaraguan Minister of Foreign Relations to the American Ambassador

REPUBLICA DE NICARAGUA
AMERICA CENTRAL
MINISTERIO
DE
RELACIONES EXTERIORES

SECRETARIA GENERAL
SECCION DIPLOMATICA

MS. No. 055

MANAGUA, D.N., *30 de Marzo de 1971.*

SEÑOR EMBAJADOR:

Tengo el honor de dar aviso de recibo de la atenta nota de Vuestra Excelencia No. 15 del 16 de Febrero próximo pasado, por medio de la cual al referirse 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 Tarifas de los Estados Unidos) y carne fresca, refrigerada o congelada de ganado ovino y caprino, salvo corderos (rubro 106.20 del Cuadro de Tarifas de los Estados Unidos) durante el año civil de 1971, y a los acuerdos entre los Estados Unidos y otros países, incluyendo Nicaragua, que constituyen el Programa de Restricciones para 1970 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 1971 con los Gobiernos de todos los países que participaron en el Programa de Restricciones para 1970, propone a mi Gobierno la concertación de un Acuerdo mediante un intercambio de notas, en los siguientes términos:

"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 1971, por parte de países que participen en el Programa de Restricciones será de

1.075 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 las exportaciones de las carnes antes señaladas con el fin de que la cantidad de dichas carnes cuyo origen es Nicaragua y que durante el año civil de 1971 hayan tenido entrada o salida de almacén para el consumo en los Estados Unidos no exceda de 41.8 millones de libras o la cantidad mayor que pueda resultar de los ajustes realizados en virtud del Parrafo 4.

3. El Gobierno de los Estados Unidos de América podrá limitar las importaciones de tales carnes cuyo origen es Nicaragua, bien sea en envíos por vía directa o indirecta, por medio de la promulgación de reglamentos que determinen la entrada o salida de almacén de las carnes para consumo en los Estados Unidos, siempre que:

(A) Tales reglamentos no se empleen para determinar las fechas o momento de entrada o salida de almacén para el consumo de tales carnes de Nicaragua; y

(B) Tales reglamentos se promulguen solamente después de que se hayan celebrado consultas con el Gobierno de Nicaragua conforme al Parrafo 6, y solamente bajo circunstancias en las que es obvio, después de celebrarse tales consultas, 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 1971, excederá la cantidad que se especifica en el Párrafo 2, en la medida en que pueda ser aumentada en virtud del Párrafo 4.

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 1971 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 Nicaragua, tal aumento o déficit calculado será adjudicado a Nicaragua en la proporción que 41.8 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 tendrán déficit en el año civil de 1971. La 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 1971.

5. El Gobierno de los Estados Unidos de América rendirá informes, por separado, acerca de carnes rechazadas por no ser aptas para el consumo humano conforme a las normas de inspección de los Estados Unidos, y tales carnes no se considerarán como parte de la cantidad que se indica en el Párrafo 2.

6. 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 aumentos de la cantidad total permitida conforme al Programa de Restricciones y la adjudicación del déficit.

7. 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 primero de Octubre de 1968 y el 31 de Diciembre de 1971.

Tengo el honor de proponer que si lo anterior es aceptable para el Gobierno de Nicaragua, 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."

En respuesta, me complazco manifestar a Vuestra Excelencia que mi Gobierno acepta las cláusulas que traducidas al español se dejan trascritas, constituyendo la nota de Vuestra Excelencia y esta contestación un Acuerdo entre nuestros dos Gobiernos, que entrará en vigor a partir de esta fecha.

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

LORENZO GUERRERO

Excelentísimo Señor
TURNER B. SHELTON,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Managua, D.N.

Translation

REPUBLIC OF NICARAGUA
CENTRAL AMERICA
MINISTRY OF FOREIGN RELATIONS

GENERAL SECRETARIAT
DIPLOMATIC SECTION

MS. No. 055

MANAGUA, D. N., *March 30, 1971.*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note No. 15 of February 16, 1971, in which reference is made to 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

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lambs (item 106.20 of the Tariff Schedules of the United States) during the calendar year 1971, and to the agreements between the United States and other countries, including Nicaragua, constituting the 1970 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 1971 with the Governments of all the countries that participated in the 1970 restraint program, you propose to my Government the conclusion of an agreement by an exchange of notes, in the following terms:

[For the English language text of paragraphs 1–7, see page 581.]

In reply, I am happy to inform Your Excellency that my Government accepts the clauses, the Spanish translation of which is transcribed above, Your Excellency's note and this reply constituting an agreement between our two Governments which shall enter into force on this date.

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

LORENZO GUERRERO

His Excellency
TURNER B. SHELTON,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Managua, D. N.

SPAIN

Defense: Use of Military Facilities in Spain: Civil Liability Insurance

Procedural Annex XIV to the agreement of September 25, 1970, implementing Chapter VIII of the agreement of friendship and cooperation of August 6, 1970.
Signed at Madrid April 28, 1971;
Entered into force April 28, 1971.

AGREEMENT IN IMPLEMENTATION OF CHAPTER VIII [1] OF THE AGREEMENT OF FRIENDSHIP AND COOPERATION BETWEEN THE UNITED STATES OF AMERICA AND SPAIN SIGNED AUGUST 6, 1970 [2]

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.

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[1] Signed Sept. 25, 1970. TIAS 6977; 21 UST 2259.
[2] TIAS 6924; 21 UST 1677.

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, 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 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 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 that class of contract.

7.3. With respect to 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 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 a brief report of the incident containing the time, 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 28 of April, 1971*

FOR THE GOVERNMENT OF SPAIN:	FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
MANUEL DIEZ-ALEGRIA	S K MOATS
Manuel Diez-Alegria *Lieutenant General* *Chief, High General Staff*	Sanford K. Moats *Major General, USAF* *Chief, JUSMG-MAAG*

ACUERDO DE DESARROLLO DEL CAPITULO VIII DEL CONVENIO DE AMISTAD Y COOPERACION ENTRE ESPAÑA Y LOS ESTADOS UNIDOS DE AMERICA, FIRMADO EL 6 DE AGOSTO DE 1970

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 Artículo 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 asegurada, 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, 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 cosas, 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 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 cosas 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 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 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 un documento similar al exigido en el apartado 7.2 precedente, antes de que dichas personas inicien 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 cosas que puedan originar reclamaciones de acuerdo con las pólizas de seguro objeto de este Anexo, transmitirán al Comité Conjunto 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.

MADRID, *28 de Abril de 1971*

POR EL GOBIERNO DE ESPAÑA

MANUEL DIEZ-ALEGRIA

Manuel Díez-Alegría
Teniente General
Jefe del Alto Estado Mayor

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

SANFORD K. MOATS

Sanford K. Moats
General de División USAF
Jefe del JUSMG-MAAG

BOLIVIA

Postal Debt Settlement

Agreement signed at La Paz April 29, 1971;
Entered into force April 29, 1971.

AGREEMENT FOR THE PAYMENT OF DEBTS OWED TO THE GOVERNMENT OF THE UNITED STATES OF AMERICA BY THE GOVERNMENT OF BOLIVIA RESULTING FROM THE EXCHANGE OF POSTAL SERVICES BETWEEN THE TWO COUNTRIES

The Government of the Republic of Bolivia (hereinafter referred to as the "Bolivian Government") acting through the Ministries of Foreign Affairs and Worship, Transportation and Communications and Finance; and the Government of the United States of America (hereinafter referred to as the "United States Government") acting through its Embassy at La Paz (hereinafter referred to as "the Embassy") and considering:

Whereas, the Bolivian Government has a debt owing to the United States Government, resulting from the exchange of postal services between the two countries, under the provisions of the Universal Postal Union Convention. [1]

CONVENIO PARA EL PAGO DE LAS DEUDAS PENDIENTES CON EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA POR PARTE DEL GOBIERNO DE BOLIVIA COMO RESULTADO DEL INTERCAMBIO DE SERVICIO POSTAL ENTRE LOS DOS PAISES

El Gobierno de la República de Bolivia (de aquí en adelante llamado "el Gobierno de Bolivia") actuando a través de los Ministerios de Relaciones Exteriores y Culto, Transportes y Comunicaciones y Finanzas; y el Gobierno de los Estados Unidos de América (de aquí en adelante llamado "el gobierno de los Estados Unidos") actuando a través de su Embajada en La Paz (de aquí en adelante llamada "la Embajada") y considerando:

Que el Gobierno de Bolivia tiene una deuda pendiente con el Gobierno de los Estados Unidos, como resultado del intercambio de servicios postales entre los dos países, bajo las estipulaciones de la Convención de la Unión Postal Universal.

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[1] TIAS 5881; 16 UST 1332.

Whereas, the Bolivian Government after the review carried out by the Controller General of the Republic of Bolivia, accepts as the amount now agreed as owing for payment to the United States Government the sum of US$439,-823.24 for all services billed to the Bolivian National Postal Administration, by the United States Post Office Department, in accordance with the general statement of accounts of April 8, 1971, which covers the period from 1939 through the first half of 1970 inclusive.

Whereas, there exists in addition, the sum of US$41,804.72 corresponding to three checks pending confirmation by the Controller General of the Republic of Bolivia and the United States Post Office Department that they were endorsed to the order of the United States Post Office Department, it is agreed that if it is established that the Bolivian Government effectively owes this sum, a new Agreement will be subscribed between the Governments of Bolivia and the United States, complementary to the present, for the payment of the mentioned sum, with the prior certification of the Controller General of the Republic of Bolivia.

With such antecedents, both Governments agree to the following:

The Ministry of Finance will make seven payments in Bolivian pesos each one equivalent to US$54,977.90 and one payment of US$54,977.94, making a total of US$439,823.24, beginning in May 1971 and terminating in Decem-

Que el Gobierno de Bolivia, después de la revisión efectuada por la Contraloría General de la República de Bolivia, acepta como monto ya acordado como pendiente de pago al Gobierno de los Estados Unidos la suma de $us 439,823.24 por todos los servicios facturados a la Dirección Nacional de Correos de Bolivia, por parte del Departamento de Correos de los Estados Unidos, según el estado general de cuentas de 8 de abril de 1971, que comprende desde 1939 hasta el primer semestre de 1970 inclusive.

Que existiendo además, la suma de $us 41,804.72 correspondientes a tres cheques pendientes de confirmación por parte de la Contraloría General de la República de Bolivia y del Departamento de Correos de los Estados Unidos los mismos que habrían sido endosados a la orden del Departamento de Correos de los Estados Unidos, se acuerda en que si se comprueba que el Gobierno de Bolivia adeuda efectivamente esta suma, se suscribirá un nuevo Convenio entre los Gobiernos de Bolivia y los Estados Unidos, complementario al presente, para el pago de la suma mencionada, previa certificación por parte de la Contraloría General de la República de Bolivia.

Con tales antecedentes, ambos Gobiernos convienen en lo siguiente:

El Ministerio de Finanzas efectuará siete pagos mensuales en pesos bolivianos equivalentes cada uno a $us 54,977.90 y uno por $us 54,977.94, haciendo un total de $us 439,823.24, iniciándose el pago en mayo de 1971 y terminando en

ber of the same year, payable to the Postmaster General of the United States and for deposit in the account of the Regional Disbursing Officer at La Paz. The amount of Bolivian pesos for each monthly payment shall be computed at a rate not less favorable than the highest of exchange rates legally obtainable in Bolivia by the U.S. Government official purchases on the date of payment.

diciembre del mismo año, pagaderos al "Postmaster General of the United States" (Director General de Correos de los Estados Unidos) y para depósito en la cuenta del "Regional Disbursing Officer" en La Paz (Pagador Oficial Regional de la Embajada de los Estados Unidos). La cantidad de pesos bolivianos para cada pago mensual será calculada al tipo de cambio que no sea menos favorable que el tipo de cambio más alto que pueda obtenerse legalmente en Bolivia por las compras oficiales del Gobierno de los Estados Unidos en la fecha del pago.

The Bolivian Government recognizes that under the Universal Postal Union Convention, accounts between the respective postal systems are ordinarily stated in gold francs and paid in the currency named by the creditor country; and the United States Government, in order to liquidate the Bolivian postal debt, accepts payment in Bolivian pesos on this particular occasion.

El Gobierno de Bolivia reconoce que bajo la Convención de la Unión Postal Universal, las cuentas entre los respectivos sistemas postales normalmente serán presentadas en francos oro y pagadas en la moneda estipulada por el país acreedor; el Gobierno de los Estados Unidos, para liquidar la deuda postal boliviana, acepta el pago en pesos bolivianos en este caso particular.

All claims for reimbursement for services rendered by the United States Post Office Department to the Bolivian National Postal Administration, presented quarterly in the future by the United States Post Office Department to the Bolivian National Postal Administration, and subsequent to the account rendered on April 8, 1971, will be paid by the Bolivian Government in United States dollars and on a current basis.

Todos los reclamos de reembolsos por servicios prestados por el Departamento Postal de los Estados Unidos a la Dirección Nacional de Correos, presentados trimestralmente en el futuro por el Departamento Postal de los Estados Unidos a la Dirección Nacional de Correos de Bolivia, y subsecuente a la cuenta presentada el 8 de abril de 1971, serán pagados por el Gobierno de Bolivia en dólares de los Estados Unidos y las cuentas serán mantenidas al día.

The present Agreement shall come into effect upon its signature.

IN WITNESS WHEREOF, the respective representatives of the High Contracting Parties duly authorized for such effect, sign the present Agreement.

DONE in the city of La Paz on the twenty-ninth day of April of nineteen hundred and seventy one.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ERNEST V SIRACUSA

Ernest V. Siracusa

FOR THE GOVERNMENT OF THE REPUBLIC OF BOLIVIA:

HUÁSCAR TABORGA TORRICO

Huáscar Taborga Torrico

F MACHICADO S

Flavio Machicado Saravia

CNL J CADIMA V.

Cnl. Jaime Cadima Valdéz

[SEAL]

El presente Convenio entrará en vigencia el momento de su firma.

EN FE DE LO CUAL los respectivos representantes de las Altas Partes Contratantes debidamente autorizados para el efecto, firman el presente Convenio.

DADO en la ciudad de La Paz a los veintinueve días del mes de abril de mil novecientos setenta y un años.

POR EL GOBIERNO DE BOLIVIA:

HUÁSCAR TABORGA TORRICO

Huáscar Taborga Torrico

F MACHICADO S

Flavio Machicado Saravia

CNL J CADIMA V.

Cnl. Jaime Cadima Valdéz

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

ERNEST V SIRACUSA

Ernest V. Siracusa

[SEAL]

MEXICO

Trade in Cotton Textiles

Agreement amending and extending the agreement of June 2, 1967.
Effected by exchange of notes
Signed at Washington April 30, 1971;
Entered into force April 30, 1971.

The Acting Secretary of State to the Mexican Ambassador

DEPARTMENT OF STATE
WASHINGTON

APRIL 30, 1971

EXCELLENCY:

I have the honor to refer to the cotton textile agreement between our two Governments effected by exchange of notes on June 2, 1967 [1] and to recent discussions between representatives of our two Governments concerning exports of cotton textiles from Mexico to the United States. As a result of these discussions, I have the honor to propose that the aforementioned agreement be amended as provided in the following paragraphs:

A. Paragraph 1 is amended by changing the first sentence of the paragraph to read as follows: "The term of the agreement shall be from May 1, 1967 through May 31, 1971."

B. Paragraph 6 is amended by the addition of the following sentence at the end of the paragraph: "In the one-month period extending from May 1, 1971 through May 31, 1971, the level of exports permitted under such limitation shall be one-twelfth of the corresponding level for the preceding twelve-month period, increased by five percent, the level for the preceding twelve-month period not to include any adjustments under paragraph 5 or 14."

C. Paragraph 14 is amended by the addition of the following subparagraph: "(d) In the event of shortfall in the agreement year ending April 30, 1971, one-twelfth of the carryover that

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[1] TIAS 6265; 18 UST 558.

would be permitted for an agreement year by subparagraphs (a) through (c) shall be permitted for the one-month period beginning May 1, 1971."

D. The term "Long-Term Arrangement" in the numbered paragraphs of the agreement, as amended, shall mean the Long-Term Arrangement Regarding International Trade in Cotton Textiles, done in Geneva on February 9, 1962, as extended through September 30, 1973.[1]

If the foregoing proposal is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of Mexico shall constitute an amendment and extension of the cotton textile agreement effected by exchange of notes June 2, 1967.

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

For the Acting Secretary of State:

PHILIP H. TREZISE

His Excellency
DR. JOSE JUAN DE OLLOQUI,
Ambassador of Mexico.

The Mexican Ambassador to the Secretary of State

EMBAJADA DE MEXICO

WASHINGTON, D.C.
1262 *30 de abril de 1971*

SEÑOR SECRETARIO:

Tengo el honor de acusar recibo de su atenta nota de esta fecha, en la que propone, en las condiciones que allí se expresan, una extensión de un mes: del 1° al 31 de mayo de 1971, del Convenio Bilateral sobre Comercio de Textiles de Algodón entre México y Estados Unidos, efectuado por medio de un cambio de notas el 2 de junio de 1967.

Confirmo que el Gobierno de México está de acuerdo en la proposición presentada en su nota y que la nota de su Excelencia y esta nota de confirmación constituirán un acuerdo entre nuestros Gobiernos sobre la extensión mencionada.

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[1] TIAS 5240, 6940; 13 UST 2672; 21 UST 1970.

Reitero a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

OLLOQUI

José Juan de Olloqui
Embajador

EXCELENTÍSIMO SEÑOR WILLIAM P. ROGERS,
Secretario de Estado,
Washington, D.C.

Translation

EMBASSY OF MEXICO

WASHINGTON, D.C.
April 30, 1971

1262

EXCELLENCY:

I have the honor to acknowledge receipt of your note dated today in which you propose, subject to the terms expressed therein, a one month's extension, from May 1 to 31, 1971, of the Bilateral Agreement on Trade in Cotton Textiles effected between Mexico and the United States by an exchange of notes on June 2, 1967.

I confirm that the Government of Mexico concurs with the proposal contained in Your Excellency's note and that your note and this note in confirmation shall constitute an agreement between our Governments on the aforementioned extension.

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

OLLOQUI

José Juan de Olloqui
Ambassador

His Excellency
WILLIAM P. ROGERS,
Secretary of State,
Washington, D.C.

SIERRA LEONE

Agricultural Commodities

Agreement signed at Freetown April 30, 1971;
Entered into force April 30, 1971.

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

The Government of the United States of America and the Government of Sierra Leone have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III, and the Dollar Credit Annex of the Agreement signed January 23, 1968, [1] together with the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (Metric tons)	Maximum Export Market Value (in thousands)
Wheat and/or wheat flour	1971	3,000	$ 215
		TOTAL	$ 215

ITEM II. Payment Terms:

Dollar Credit.

1. Initial Payment – 5 percent.

2. Currency Use Payment – 5 percent of the dollar amount of the financing by the Government of the exporting country under this agreement is payable upon demand by the Government of the exporting country, in amounts as it may determine and in accordance with paragraph 6 of the Dollar Credit Annex applicable to this agreement. No requests for payment will be made by the Government of the exporting country prior to the first disbursement by the CCC under this agreement.

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[1] TIAS 6444; 19 UST 4516.

3. Number of Installment Payments – 19.
4. Amount of Each Installment Payment – approximately equal annual amounts.
5. Due Date of First Installment Payment – two years after the 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:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement (Metric tons)
Wheat and/or wheat flour (on a grain equivalent basis)	1971	20,000

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodity shall begin on the date of this agreement and end on the final date on which said commodity financed under this agreement is being imported or utilized.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like commodities financed under this agreement are for wheat and/or wheat flour – food grain, including wheat/wheat flour, rice, corn, millet and products thereof.

ITEM V. Self-Help:

1. Increase financial support to food production programs, with targets to become self-sufficient in rice and to increase the production and distribution of higher protein food, including fish and livestock;
2. Continue support to the agricultural sector plan giving attention to food production programs within the plan;
3. Increase rice production by: (a) establishing pure seed production stations and a pure seed production program to supply all growers with seeds of the improved varieties; (b) assisting farmers to adopt those production practices recommended in the Sierra Leone section of the AID West African Rice Report, 1968, and; (c) supporting the rice production program with price policies for imported and domestic rice which provide incentives to domestic producers;
4. Continue to give financial support to Njala University College, University of Sierra Leone and the Rural Training Institutes in order to accelerate the output of trained agriculturists.
5. Strengthen systems of collection, computation and analysis of statistics to better measure the availability of agricultural commodities.

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

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight Financing:

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Dollar Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions:

1. The currency use payment under Part II, Item II 2 of this agreement shall be credited against (a) the amount of the 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 value of the currency use payment has been offset.

2. Notwithstanding paragraph 4 of the Dollar Credit Annex, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph or may withdraw from amounts deposited therein so much of the proceeds accruing to it from the sale of commodities financed under this agreement as is equal to the amount of the currency use payments made by the Government of the importing country.

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

DONE at Freetown, in duplicate, this 30th day of April, 1971.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ROBERT G MINER

Robert G. Miner
Ambassador
of the
United States of America

FOR THE GOVERNMENT OF SIERRA LEONE

A KHAZALI

Alimamy Khazali
Minister of Development
of
Sierra Leone

66-169 O - 72 - 39

PANAMA

Construction of the Panama Segment of the Darien Gap Highway

Agreement signed at Washington May 6, 1971; Entered into force May 6, 1971.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PANAMA FOR COOPERATION IN THE CONSTRUCTION OF THE PANAMA SEGMENT OF THE DARIEN GAP HIGHWAY.

This agreement entered into as of the sixth day of May, 1971, by and between the Republic of Panama represented by its Minister of Public Works and the United States of America represented by its Secretary of Transportation is for the purpose of carrying into effect Section 216 of Title 23, United States Code. For the purpose of this Agreement, the following definitions shall be understood: a) Government: that of the Republic of Panama b) Ministry: that of the Ministry of Public Works, Republic of Panama c) FHWA: The Federal Highway Administration, United States Department of Transportation d) Highway: The Darien Gap Highway.

CONVENIO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE PANAMA PARA LA COOPERACION EN LA CONSTRUCCION DE LA PORCION EN PANAMA DE LA CARRETERA DEL TAPON DEL DARIEN.

Este convenio celebrado el dia seis de mayo, 1971, por y entre la República de Panamá representada por su Ministro de Obras Públicas y los Estados Unidos de América representados por el Secretario de Transporte es con el propósito de llevar a cabo la Sección 216 del Título 23, del Código de los Estados Unidos. Para los fines de este Convenio se entenderán las siguientes definiciones: a) Gobierno: el de la República de Panamá b) Ministerio: El Ministerio de Obras Públicas, Rep. de Panamá c) FHWA: La Administración Federal de Carreteras, Departamento de Transporte de los Estados Unidos d) Carretera: La Carretera del Tapón del Darién.

SECTION I

PROGRAM DESIGNATION AND LOCATION

The Highway route in the Republic of Panama begins at a point near Tocumen east of Panama City and extends southeasterly approximately 320 kilometers through Chepo, Cañitas, Sante Fe and Yaviza to a crossing of the Panama-Colombia border at Palo de Las Letras.

SECTION II

The FHWA and the Government agree to cooperate in the construction of the segment of Highway designated in Section I above in accordance with the following understanding:

A. The FHWA, on its part undertakes:

1. As funds become available, to set aside specific sums in accordance with this Agreement for preliminary engineering, design, supervision and construction of specific parts, or sections of the designated Highway in accordance with the provisions of Section 216 of Title 23, United States Code, said sums being based on approved plans, specifications and estimates; and these sums to become available only as allotted under Project Agreements hereafter executed by the FHWA and the Government and to be expended only for work actually performed in accordance with said plans, specifications and estimates and within the terms and conditions of this Agreement.

SECCION I

DESIGNACIÓN Y LOCALIZACIÓN DEL PROGRAMA

La ruta de la Carretera en la República de Panamá comienza en un punto cerca de Tocumen al este de la Ciudad de Panamá y se extiende aproximadamente 320 kilómetros al sureste a través de Chepo, Cañitas, Santa Fe y Yaviza a un cruce de la frontera de Panamá y Colombia en Palo de las Letras.

SECCION II

El FHWA y el Gobierno convienen en cooperar en la construcción de la porción de la Carretera mencionada arriba en Sección I, en conformidad con el siguiente entendimiento:

A. El FHWA, por su parte se compromete:

1. Tan pronto haya fondos disponibles, apartar sumas específicas de acuerdo con este Convenio para estudios preliminares de ingeniería, diseño, supervisión y construcción de partes específicas o secciones de la Carretera mencionada de acuerdo con las disposiciones de la Sección 216 del Título 23, del Código de los Estados Unidos, basando dichas sumas en los planos, especificaciones y presupuestos aprobados, y estas sumas estarán disponibles solamente de la manera asignada en los Convenios de Proyecto que celebrarán más adelante el FHWA y el Gobierno y podrán ser gastadas únicamente en trabajos llevados a cabo de acuerdo con dichos planos, especi-

2. To exercise authority, as provided in Section 216 of Title 23 United States Code, to administer the funds allotted under Project Agreement as subsequently executed; to approve locations, surveys, plans, specifications and estimates for all work to be done under said Project Agreements; to approve the method of performing the work, whether by force account or by contract; and if by contract, to authorize advertising, to concur in the award, to check the quality of the work performed and to reimburse the Government for the FHWA's share of the cost of approved completed work by means of Form PR–20 revised, of the FHWA.

3. To provide a Division Engineer and support staff personnel who shall act under the direction of the Federal Highway Administrator, in carrying out the responsibilities of the FHWA under this agreement. The compensation and the other expenses thereof shall be paid by the FHWA from Highway funds reserved by the FHWA for this purpose. When the volume of work makes this desirable, officials may be assigned to represent the FHWA in more than one country. When so requested by the Government, the Division Engineer and staff will furnish technical advice and assistance and at all times will

ficaciones y presupuestos, y dentro de los términos y condiciones de este Convenio.

2. Ejercer autoridad de acuerdo con lo establecido en la Sección 216 del Título 23 del Código de los Estados Unidos, para administrar los fondos asignados bajo los Convenios de Proyecto que subsecuentemente se celebrarán; aprobar las localizaciones, estudios, planos, especificaciones y presupuestos de todos los trabajos que se llevarán a cabo bajo dichos Convenios de Proyecto; aprobar los métodos para la ejecución del trabajo, ya sea por administración o por contrato, y si es por contrato, autorizar la publicación de la licitración, concurrir en la adjudicación, revisar la calidad del trabajo ejecutado y reembolsar al Gobierno la parte que le corresponde al FHWA de los costos del trabajo aprobado terminado; mediante el Formulario PR–20 revisado, del FHWA.

3. Proveer un Ingeniero Divisionario y personal ejecutivo que actuarán bajo la dirección del Administrador Federal de Carreteras para llevar a efecto las responsabilidades del FHWA bajo este Convenio. Las compensaciones y otros gastos correspondientes serán pagados por el FHWA de fondos de la Carretera reservados por el FHWA para este fin. Cuando el volumen de trabajo así lo requiera, se asignarán funcionarios para que representen al FHWA en más de un país. Cuando lo solicite el Gobierno, el Ingeniero Divisionario y el personal ejecutivo suministrarán asesoría

cooperate with the Government to achieve and maintain rapid and economical construction and to secure the early completion of the work.

4. To secure any additional personnel required to perform the duties of the FHWA as outlined in this Agreement. The compensation and other expenses of project employees, other than the Division Engineer and staff referred to above, shall be charged to project funds.

5. To act for the Government, at its request, as purchasing agent in the United States, without charge for this service, for the purchase of supplies, materials and equipment for use on the Highway not produced and obtainable in the Republic.

Such purchases shall be made only on the basis of requisitions approved by the Minister of Public Works and the Division Engineer of the FHWA.

B. The Government on its part, undertakes:

1. To provide from its own funds not less than one-third (⅓) of the total participating cost of the work, as provided by Section 216 (a) of Title 23, United States Code, and as may be provided in any other agreement and/or condition pertaining to the Highway and embodied in this Agreement, or in any subsidiary Project Agreement.

2. At the sole expense of the Government to provide the rights-of-way required for the con-

técnica y ayuda y en todo momento cooperarán con el Gobierno para llevar a cabo y mantener una rápida y económica construcción y asegurar la pronta terminación del trabajo.

4. Obtener cualquier personal adicional que sea necesario para realizar los trabajos del FHWA como se indica en este Convenio. Las compensaciones y otros gastos de los empleados del proyecto con exceptión del Ingeniero Divisionario y el personal ejecutivo mencionado arriba serán cargados a los fondos del proyecto.

5. Actuar por el Gobierno a su solicitud como agente de compras en los Estados Unidos sin percibir remuneración por este servicio, para la compra de suministros, materiales y equipo para el uso de la Carretera que no se produzcan ni obtengan en la República.

Tales compras se harán unicamente con base en requisiciones aprobadas por el Ministro de Obras Públicas y el Ingeniero Divisionario del FWHA.

B. El Gobierno por su parte se compromete:

1. Proveer de sus propios fondos una suma no menor de una tercera parte (⅓) del costo total cooperativo del trabajo, según se estipula en la Sección 216 (a) del Título 23 del Código de los Estados Unidos y conforme cualquier otro convenio y/o condición referente a la Carretera y que se incorpore a este Convenio, o en cualquier Convenio de Proyecto subsidiario.

2. Proveer por cuenta exclusiva del Gobierno los derechos de vía necesarios para la construcción de

struction of the Highway, which rights-of-way shall have a minimum width of 100 meters in rural areas and 50 meters in municipalities, except where the FHWA Division Engineer agrees that these widths are impracticable. The Government agrees that encroachment on the approved right-of-way will not be permitted except that, in the event permission is given to use the right-of-way for pole lines, pipe lines or other structures determined to be necessary to promote the safe and efficient utilization of the highway in the public interest, such use will be limited to portions of the right-of-way which lie well beyond the outer edge of cut and fill slope areas.

3. To provide and maintain within the Ministry a competent highway department or unit which has as its sole function the administration and supervision of the work covered by this Agreement and which, as to organization, personnel and operation, is continuously satisfactory to the FHWA in carrying out the Government obligations in an economical and expedient manner. Central office expenditures for general administration, supervision and any other overhead cost of such department or unit shall not be eligible as a participating project cost.

4. To maintain the Highway in a manner satisfactory to the FHWA. This applies to any project on the Highway which is constructed under the provisions of this Agreement or was constructed

la Carretera, los cuales tendrán un ancho mínimo de 100 metros en áreas rurales y 50 metros en municipalidades, excepto donde el Ingeniero Divisionario del FHWA establezca que estas dimensiones no son prácticas. El Gobierno acuerda en evitar intrusiones en los derechos de vía aprobados, excepto en caso de que se autorice el uso del derecho de vía para la colocación de postes, tubería y otras estructuras que se determine que son necesarias para procurar la utilización segura y eficiente de la carretera para servicios públicos; y en tales casos el uso será limitado a porciones del derecho de vía que quedan suficientemente alejadas del extremo exterior de áreas de talud en corte y relleno.

3. Proveer y mantener dentro del Ministerio un departamento competente de la carretera o unidad que tenga como única función la administración y supervisión del trabajo comprendido en este Convenio y el cual, en cuanto a organización, personal y operación sea continuamente satisfactorio para el FHWA para llevar a cabo las obligaciones del Gobierno en una forma económica y conveniente. Los gastos de la oficina central para administración, supervisión y cualquier otro gastro general de tal departamento o unidad no serán considerados como gastros imputables al proyecto cooperativo.

4. Mantener la Carretera en una forma satisfactoria al FHWA. Esto se aplica a cualquier proyecto de la Carretera que sea construído bajo las estipulaciones de este Convenio o que fue construído bajo las

under the provisions of prior agreements. Failure to do so will relieve the FHWA of its responsibility for any further reimbursement to the Government under this agreement.

5. To establish a revolving fund for use solely to finance Highway construction costs under this Agreement. All reimbursements made by the FHWA shall be immediately credited to this revolving fund.

6. To make surveys and to prepare and furnish for approval, plans, specifications and estimates.

7. To construct by force account, or to cause to be constructed by contract on the basis of public competitive bids, all parts, or sections, of the Highway, as hereinabove described, in accordance with the plans and specifications which have been previously approved by the FHWA under the terms of Section II, paragraph A–2, provided, however, that the construction by force account shall be on an agreed unit price basis unless otherwise authorized.

8. To advertise in the United States and in the Republic, all construction projects which are to be constructed by contract for a mutually agreed period of time and to award contracts pursuant to such advertisements.

9. To make contract awards only to lowest acceptable bidders who fulfill the following requirements:

estipulaciones de convenios anteriores. La falta de cumplimiento librará al FHWA de su responsabilidad para cualquier reembolso futuro al Gobierno bajo este Convenio.

5. Establecer un fondo rotativo destinado exclusivamente para el financiamiento de los costos de construcción de la Carretera bajo este Convenio. Todos los reembolsos realizados por el FHWA se depositarán inmediatamente en este fondo rotativo.

6. Realizar estudios y preparar y suministrar para la aprobación, planos, especificaciones y presupuestos.

7. Construir por administración (force account), o por contrato con base en licitación pública, todas las partes, o secciones de la Carretera conforme a lo estipulado, de acuerdo con los planos y especificaciones que hayan sido previamente aprobados por el FHWA bajo los términos de la Sección II, párrafo A–2, estipulando, sin embargo, que la construcción por administración será basada sobre precio unitario acordado a no ser que sea autorizado de otra manera.

8. Anunciar en los Estados Unidos y en la República, todos los proyectos de construcción que serán efectuados por contrato, por un período de tiempo mutuamente convenido y adjudicar contratos de acuerdo con dichos anuncios.

9. Adjudicar los contratos únicamente a los más bajos licitantes aceptables que llenen los siguientes requisitos:

a) Able to meet all financial requirements for carrying out the work to completion;
b) Have an adequate organization, machinery and equipment to do this work, and
c) Can provide surety bonds satisfactory both to the Government and to the FHWA.

10. Not to take any action, without prior concurrence of the FHWA, which will in the any way alter the terms and conditions of an approved contract for a project.

11. To furnish sufficient competent engineering personnel on each project to assure that the construction work is being carried out in accordance with the approved plans and specifications.

12. Prior to authorizing work beyond the scope of the contract, to issue change orders, extra work orders or other directives, as required, for all changes or extra work; and to obtain approval of the FHWA prior to authorizing any change or extra work.

13. To incorporate in the contract for each project constructed under this Agreement the FHWA "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-61", unless the use of other specifications is specifically approved by the FHWA. This also applies to work performed by force account.

14. To exempt contractors from the payment of all import and export duties and taxes on materials, equipment and supplies nec-

a) Tener capacidad financiera para llevar a cabo el trabajo hasta su terminación;
b) Tener una organización, maquinaria y equipo adecuados para realizar este trabajo, y
c) Poder presentar una finanza satisfactoria para el Gobierno y para el FHWA.

10. No tomar ninguna acción, sin previo acuerdo del FHWA, que altere en cualquier forma los términos y condiciones de un contrato aprobado para un proyecto.

11. Proveer suficiente personal de ingeniería competente para cada proyecto para asegurar que el trabajo de construcción se lleve a cabo de acuerdo con los planos y especificaciones aprobados.

12. Antes de autorizar trabajo que no está incluído en el contrato, emitir órdenes de cambio, órdenes para trabajo extra u otras directrices que se requieran para todos los cambios o trabajo extra, y obtener la aprobación del FHWA antes de que se autorice cualquier cambio o trabajo extra.

13. Incorporar en el contrato para cada proyecto que se construya bajo este Convenio las especificaciones del FHWA "Especificaciones Patrones para la Construcción de Carreteras y Puentes en los Proyectos de Carreteras Federales, FP-61", a no ser que el uso de otras especificaciones sea específicamente aprobado por el FHWA. Esto se aplica también al trabajo ejecutado por administración.

14. Exonerar a los contratistas del pago de todos los derechos de importación y exportación e impuestos sobre materiales, equipo y

essary exclusively for construction of the Project and to incorporate in all contracts a clause to the effect that contractors engaged in work on the Darien Gap Highway in Panama will be reimbursed for any and all increase in costs caused by changes in the International Payment, Social Security or Labor Laws of Panama which are promulgated on or after the date of the invitation to bid for a project.

15. To permit the use, free of charge to contractors, and without participation of project funds, of natural deposits of stone, gravel, sand, earth or other materials necessary for the execution of the project where such materials occur on the right-of-way or on public domain. Also to provide free of charge to contractors, and without participation of project funds, materials and any easements that may be necessary to gain access to like materials required to be used in the execution of the work but which are not available within the right-of-way or on public domain.

16. To furnish for use on those portions of any project for which the force account method of construction may be authorized, equipment which is satisfactory, and which is new or has been placed in good operating condition. Charges to the project for the use of such equipment will be on the basis of rental rates approved in advance by the FHWA. Such rates will cover the initial cost of the equipment as well as

suministros necesarios exclusivamente para la construcción del Proyecto e incorporar en todos los contratos una cláusula a efecto de que los contratistas comprometidos en trabajos de la Carretera, sean reembolsados por cualquiera o todos los costos causados por cambios en las Leyes del Pago Internacional, Seguro Social y Leyes Laborales de Panamá que sean promulgadas en o después de la fecha de publicación de las licitaciones para el proyecto.

15. Permitir el uso, sin cargo alguno a los contratistas, y sin participación de los fondos del proyecto, de los depósitos naturales de piedra, grava, arena, tierra u otros materiales que sean necesarios para la ejecución del proyecto cuando tales materiales se encuentren en áreas de derecho de vía o en terreno de dominio público. Asímismo, proveer sin cargo alguno a los contratistas, y sin participación de los fondos del proyecto, los materiales y cualquier servidumbre que sean necesarios para tener acceso a materiales que se requieran para la ejecución del trabajo, pero que no se encuentren dentro del derecho de vía o del dominio público.

16. Suministrar equipo satisfactorio nuevo o que haya sido puesto en buenas condiciones de operar, para usarlo en aquellas porciones de cualquier proyecto que se haya acordado construir por administración (force account). Los cargos al proyecto por el uso de tal equipo serán a base de tarifas de alquiler previamente aprobadas por el FHWA. Tales tarifas cubrirán el costo inicial del equipo, lo mismo que todos los costos de

all operating and repair costs and will not exceed the rate charged by the owning department to other Government agencies.

17. To conduct all work and to handle all accounts in accordance with the provisions of this Agreement and with the understanding that additional requirements as to the conduct of the work and as to the accounts and records to be kept may be required by the FHWA because of the requirements of the United States affecting the disbursement of funds furnished by the Government of the United States.

18. To maintain accounts which shall at all times be open to inspection, examination and audit by any authorized representative of the Government of the United States, and to accept audit on the basis of the Acts of Congress of the United States as hereinbefore mentioned, and which are not contrary to Panama law, and all other agreements pertinent to the work, and to facilitate the checking of all claims submitted for payment by the FHWA.

Records and documents maintained under this section shall be available at all reasonable times for inspection by any authorized representative of the FHWA and copies thereof shall be furnished when requested.

All of said accounts, records and documents shall be retained for a period of not less than three years from the date of the final payment by the United States

operación y de reparación, y no excederán a la tarifa cobrada por el departamento propietario a otras agencias del Gobierno.

17. Dirigir todo el trabajo y operar la contabilidad de acuerdo con las disposiciones de este Convenio, con el entendimiento de que los requisitos adicionales relacionados con la dirección del trabajo y con las cuentas y archivos que se lleven puedan ser requeridos por el FHWA para satisfacer disposiciones fiscales de los Estados Unidos que afecten el desembolso de los fondos suministrados por el Gobierno de dicho país.

18. Mantener las cuentas en todo momento disponibles para la inspección, examen y áudito de parte de los representantes autorizados del Gobierno de los Estados Unidos, y aceptar los áuditos con base en las leyes del Congreso de los Estados Unidos, de acuerdo con lo mencionado arriba y que no sean contrarias a las leyes de Panamá, y de todos los otros convenios pertinentes al trabajo, y facilitar la revisión de todos los reclamos sometidos al FHWA para el pago.

Los archivos y documentos que se mantengan bajo esta sección estarán disponibles en todo tiempo razonable para la inspección de parte de cualquier representante autorizado del FHWA y se suministrarán copias de los mismos cuando sean solicitadas.

Todas las cuentas, archivos y documentos mencionados, se guardarán por un período no menor de tres años a partir de la fecha del último pago efectuado por los

to Panama with respect to the particular project.

19. To hold the United States and its employees harmless against claims of third parties for personal injuries or property damage which may occur in connection with any operations pertaining to the work.

20. To exempt all property to be used in connection with this Agreement by the FHWA from any taxes or assessments on ownership or use, purchase or disposition, tariffs, customs duties, import and export or other taxes, or any other taxes or similar charges in Panama.

21. To exempt the FHWA from the payment of recording fees, purchase of legal paper and stamps and other similar charges in connection with its transactions.

22. To exempt the FHWA and its employees from the provisions of local labor codes and other social and special laws in order to permit the FHWA to compensate its U.S. citizen employees in accordance with the required applicable U.S. Government laws and regulations, and to compensate all Panamanian employees of the FHWA in accordance with the Foreign Service Local Salary plan established by the American Embassy for locally hired employees.

23. To exempt all United States citizens employed by the FHWA in Panama in connection with the Highway from income and social security taxes levied under the laws of Panama and from taxes on the purchase, ownership, use or

Estados Unidos a Panamá con respecto al proyecto en cuestión.

19. Mantener a los Estados Unidos y a sus empleados salvos de reclamos de terceras partes por lesiones personales o daños a la propiedad que pudieran ocurrir en relación con cualquier operación pertinente al trabajo.

20. Eximir al FHWA de cualquier impuesto o contribución sobre título de propiedad o uso, compra o disposición, tarifas, derechos de aduana, impuestos de importación y de exportación u otros, o cualquier otro cargo similar en Panamá, sobre toda la propiedad que el FHWA vaya a usar en conexión con este Convenio.

21. Eximir al FHWA del pago de honorarios de inscripción, compra de papel sellado y timbres y otros cargos similares con relación a sus transacciones.

22. Eximir al FHWA y a sus empleados de las disposiciones del Código de Trabajo y otras leyes sociales y especiales con el fin de permitir al FHWA compensar a sus empleados de ciudadanía de los Estados Unidos de acuerdo con los requisitos aplicables a las leyes y reglamentos del Gobierno de los Estados Unidos y compensar a los empleados panameños del FHWA de acuerdo con el plan del Servicio Local de Salarios establecido por la Embajada Americana para los empleados contratados localmente.

23. Eximir a todos los ciudadanos de los Estados Unidos empleados por el FHWA en Panamá con relación a la Carretera, del pago de impuestos sobre la renta y cuotas de Seguro Social exigidos por las leyes de Panamá y de los

disposition of personal movable property (including automobiles) intended for their own use. Such persons and members of their families shall receive the same treatment with respect to payment of customs and import and export duties on personal movable property (including automobiles), imported into Panama for their own use, as is accorded by the Government of Panama to diplomatic personnel of the American Embassy in Panama.

24. To furnish, in case of death of United States citizens employed by the FHWA or their dependents, documents necessary to permit the return to the United States of their remains.

25. To exclude funds made available for the purpose of this Agreement from any financial administration law which permits the use of such funds for other purposes.

SECTION III

The FHWA will participate in payment of construction engineering costs for the projects in the following manner: not to exceed 10% of the FHWA approved total cost of construction items for bridge and surfacing (subbase, base and pavement) projects, and not to exceed 15% of the approved total cost of construction items for grading and drainage projects. Where a project involves work corresponding to different stipulated percentages, FHWA participation will be on the basis of cost of each type of

impuestos sobre la compra, título de propiedad, uso o disposición de efectos personales (incluso automóviles) destinados para su propio uso. Tales personas y miembros de sus familias recibirán el mismo trato con respecto al pago de derechos de aduana e impuestos de importación y exportación de efectos personales (incluso automóviles) importados a Panamá para su propio uso según lo acordado por el Gobierno de Panamá para personal diplomático de la Embajada Americana en Panamá.

24. Suministrar, en caso de muerte de ciudadanos de los Estados Unidos empleados por el FHWA o de sus dependientes, los documentos necesarios para permitir el envío de sus restos mortales a los Estados Unidos.

25. Excluir los fondos disponibles para los fines de este Convenio, de cualquier ley administrativa financiera que permita el uso de tales fondos para otros propósitos.

SECCION III

El FHWA participará en el pago de los gastos de ingeniería de construcción para proyectos en la forma siguiente: Un monto que no exceda el 10% del costo total aprobado por el FHWA para detalles de construcción para proyectos de puentes y revestimiento (subbase, base y pavimentación) y que no exceda el 15% del costo total aprobado para los detalles de construcción para proyectos de explanación y drenaje. Cuando un proyecto comprenda trabajo correspondiente a porcentajes diferentes estipulados, la participación

work at the applicable percentage rate.

FHWA participation in construction engineering costs, in any case, will be limited to the period of time called for in the contract for completion of the work plus time extensions approved by the FHWA.

SECTION IV

The procedures to be followed in administering funds obtained as a consequence of this Agreement are:

1. Prior to the execution of a Project Agreement as provided for in Section II, Paragraph A–1, the Government will submit to the FHWA for approval a program of projects recommended for construction in order to complete the Highway in the country. The projects will be shown in order of priority for construction, showing termini, type of construction and length. A brief explanation will be made of the standards which will apply and an estimate of the total cost of each project.

2. Where it is necessary to develop plans, specifications and estimates, a Project Agreement will be executed, following program approval, for each project to cover preliminary engineering expenses corresponding to this work. Where plans, specifications and estimates for a project are already prepared, they will be submitted for the FHWA's final approval.

del FHWA se basará en el costo de cada tipo de trabajo a la tarifa de porcentaje aplicable.

La participación del FHWA en los costos de ingeniería de construcción estará en todo caso limitada al período de tiempo estipulado en el contrato para la terminación del trabajo más las extensiones de tiempo aprobadas por el FHWA.

SECCION IV

Los procedimientos a seguir en la administración de los fondos que se obtengan como consecuencia de este Convenio son los siguientes:

1. Antes de la ejecución del Convenio de Proyecto como se estipula en Sección II, Párrafo A-1, el Gobierno someterá a la aprobación del FHWA un programa de proyectos de construcción para terminar la Carretera en el País. Los proyectos serán presentados en orden de prioridad de construcción, indicando los términos, tipo de construcción y longitud. Se hará una breve explicación de las normas que se aplicarán y un presupuesto del costo total de cada proyecto.

2. Cuando sea necesario confeccionar planos, especificaciones y presupuestos, se ejecutará un Convenio de Proyecto siguiendo el programa aprobado para cada proyecto para cubrir los gastos preliminares de ingeniería correspondientes a este trabajo. Cuando estén preparados los planos, especificaciones y presupuestos, éstos se someterán para la aprobación del

Acceptance by the FHWA will constitute a commitment to finance not to exceed two-thirds of the total cost of construction and of engineering based on Section III of this Agreement. Authorization to proceed with advertisement of the work for contract will be given at the time the FHWA approves the plans, specifications and estimates.

3. Following approval of a contract or force account method by the FHWA in accordance with Section II, Paragraph A-2 of this Agreement, a Project Agreement will be entered into based on cost determined by contract unit prices or agreed force account unit prices plus the engineering cost, as limited under Section III. In a case where a Project Agreement has been entered into for preliminary engineering, a new project Agreement shall be executed for the construction cost.

4. Following satisfactory completion of a project the Government will, as rapidly as possible, complete all final measurements and prepare a final estimate which will cover all costs. Upon review and acceptance of this final estimate by the FHWA and after payment to the contractor is effected, final reimbursement of the United States share will be made by the FHWA in accordance with the terms and limitations of this Agreement. Such final reimbursement will fulfill all FHWA obligations under the Project Agreement and close the FHWA's accounts therefor.

FHWA. La aprobación del FHWA constituirá un compromiso para financiar una suma que no exceda las dos terceras partes del costo total de construcción y de ingeniería con base en la Sección III de este Convenio. La autorización para proceder con el anuncio de los trabajos por contrato se dará cuando el FHWA apruebe los planos, las especificaciones y los presupuestos.

3. Después de que el FHWA haya aprobado un contrato o un trabajo por administración conforme a la Sección II, Párrafo A-2 de este Convenio, se suscribirá un Convenio de Proyecto basado en el costo determinado por los precios unitarios contratados y convenidos para el trabajo por administración incluyendo los costos de ingeniería tal y como lo limita la Sección III. En caso de que existiera un Convenio de Proyecto para ingeniería preliminar, se efectuará un nuevo Convenio de Proyecto para los costos de construcción.

4. Después de terminado a satisfacción el proyecto el Gobierno tomará a la mayor brevedad todas las medidas finales y preparará los cálculos finales que cubrirán todos los costos. Una vez que el FHWA haya revisado y aceptado estos cálculos finales y que se efectue el pago al contratista, el FHWA hará el reembolso final de la participación de los Estados Unidos de acuerdo con los términos y limitaciones de este Acuerdo. Tal reembolso cumplirá con todas las obligaciones del FHWA bajo este Convenio de Proyecto y cerrará por lo tanto las cuentas del FHWA.

SECTION V

Upon execution hereof, the Inter-American Regional Project Statement and Memorandum of Understanding heretofore entered into between the Republic and the Bureau of Public Roads, date and effective May 31, 1951, and Supplemental Agreement No. 1 of February 3, 1960, shall be null and void.

SECTION VI

This agreement shall be subject to any and all provisions of the Act of the United States Congress entitled Federal Aid Highway Act of 1970 dated December 31, 1970,[1] including those referred to hereinbefore, and any subsequent amendments to the provisions thereof.

SECTION VII

It is mutually agreed that all disputes relating to this agreement shall be resolved based on the English version and intent thereof.

SECCION V

Al ejecutarse, la Declaración del Proyecto Regional Interamericano y el Memorandum de Entendimiento acordado entre la República y el Bureau of Public Roads con fecha efectiva de mayo 31, 1951, y el Convenio Suplementario No. 1 del 3 de febrero, 1960, serán nulos y sin efecto.

SECCION VI

Este acuerdo estará sujeto a cada una y a todas las disposiciones de la Ley del Congreso de los Estados Unidos titulada Ayuda Federal para Carreteras, Acta de 1970, fechada 31 de Diciembre de 1970, incluso aquellas referidas anteriormente, y a las enmiendas posteriores a tales disposiciones.

SECCION VII

Se acuerda mutuamente que las discusiones relacionadas con este acuerdo se resolverán con base en la versión en inglés y su intención.

[1] 84 Stat. 1713; 23 U.S.C. § 216.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the affixing of the signature of their respective officers hereunder. This Agreement shall become effective as of the day and year first above written.

EN TESTIMONIO DE LO CUAL, firman los representantes de las partes que han ejecutado este Convenio. Este Convenio será efectivo en el día y año mencionados arriba.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

[1]

FOR THE GOVERNMENT OF PANAMA:
POR EL GOBIERNO DE PANAMA:

[2]

[1] John A. Volpe
[2] Edwin Fabrega

COLOMBIA

Construction of the Colombia Segment of the Darien Gap Highway

Agreement signed at Washington May 6, 1971; Entered into force May 6, 1971.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF COLOMBIA FOR COOPERATION IN THE CONSTRUCTION OF THE COLOMBIA SEGMENT OF THE DARIEN GAP HIGHWAY.

This agreement entered into as of the sixth day of May, 1971, by and between the Republic of Colombia represented by its Minister of Public Works under the authority of Law 121 of 1959, and the United States of America represented by its Secretary of Transportation is for the purpose of carrying into effect Section 216 of Title 23, United States Code. For the purpose of this Agreement, the following definitions shall be understood: a) Government: that of the Republic of Colombia b) Ministry: that of the Ministry of Public Works, Republic of Colombia c) FHWA: Federal Highway Administration, United States Department of Transpor-

ACUERDO ENTRE EL GOBIERNO DE LOS ESTADO UNIDOS DE AMERICA Y EL GOBIERNO DE COLOMBIA PARA LA COOPERACION EN LA CONSTRUCCION DEL SECTOR EN COLOMBIA DE LA CARRETERA DEL TAPON DEL DARIEN.

Este convenio celebrado el día seis de mayo, 1971, por y entre la República de Colombia representada por su Ministro de Obras Públicas, autorizado por la Ley 121 de 1959, y los Estados Unidos de América representados por el Secretario de Transporte es con el propósito de llevar a cabo la Sección 216 del Título 23, del Código de los Estados Unidos. Para los fines de este Convenio se entenderán las siguientes definiciones a) Gobierno; el de la República de Colombia; b) Ministerio de Obras Públicas, República de Colombia; c) FHWA: Administración Federal de Carreteras, Departamento de Transporte de los Estados Unidos; d) Carretera:

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tation d) Highway: The Darien Gap Highway.

SECTION I

PROGRAM DESIGNATION AND LOCATION

The Highway route in the Republic begins at Palo de Las Letras on the Colombia-Panama border and extends 80.7 Kms. to a connection at the existing Rio Leon Bridge with the access road to the Turbo-Medellin Highway near Guapá.

A. The FHWA, on its part, undertakes:

1. As funds become available to set aside specific sums in accordance with this Agreement for preliminary engineering, design, supervision and construction of specific parts, or sections of the designated Highway in accordance with the provisions of Section 216 of Title 23, United States Code, said sums being based on approved plans, specifications and estimates, and these sums to become available only as allotted under Project Agreements hereafter executed by the FHWA and the Government and to be expended only for work actually performed in accordance with said plans, specifications and estimates and within the terms and conditions of this Agreement.

2. To exercise authority as provided in Section 216 of Title 23 United States Code, to administer

La Carretera del Tapón del Darién.

SECCION I

DESIGNACIÓN Y LOCALIZACIÓN DEL PROGRAMA

La ruta de la Carretera en la República comienza en Palo de Las Letras en la frontera de Colombia y Panamá y se extiende 80.7 Kms. hasta una conexión en el existente Puente de Río León con camino de acceso a la Carretera de Turbo-Medellín cerca de Guapá.

A. El FHWA, por su parte, se compromete:

1. Tan pronto como haya fondos disponibles, aportar sumas específicas de acuerdo con este Acuerdo para estudios preliminares de ingeniería, diseño, supervisión y construcción de partes especificas o secciones de la Carretera mencionada de acuerdo con las disposiciones de la Sección 216 del Título 23, del Código de los Estados Unidos, basando dichas sumas en los planos, especificaciones y presupuestos aprobados, y estas sumas estarán disponibles solamente de la manera asignada en los Convenios de Proyecto que celebrarán más adelante el FHWA y el Gobierno y podrán ser gastadas únicamente en trabajos llevados a cabo de acuerdo con dichos planos, especificaciones y presupuestos y dentro de los términos y condiciones de este Acuerdo.

2. Ejercer autoridad de acuerdo con lo establecido en la Sección 216 del Título 23 del Código de

the funds allotted under Project Agreement as subsequently executed; to approve locations, surveys, plans, specifications, and estimates for all work to be done under said Project Agreements; to approve the method of performing the work, whether by force account or by contract; and if by contract to authorize advertising, to concur in the award, to check the quality of the work performed and to reimburse the Government for the FHWA's share of the cost of approved completed work by means of Form PR-20 revised, of the FHWA.

los Estados Unidos, para administrar los fondos asignados bajo los Convenios de Proyecto que subsecuentemente se celebrarán; aprobar las localizaciones, estudios topográficos, planos, especificaciones y presupuestos de todos los trabajos que se llevarán a cabo bajo dichos Convenios de Proyecto; aprobar los métodos para la ejecución del trabajo, ya sea por administración o por contrato, y si es por contrato, autorizar la publicación de la licitación, concurrir en la adjudicación, revisar la calidad del trabajo ejecutado y reembolsar al Gobierno la parte que le corresponde al FHWA de los costos del trabajo aprobado terminado; mediante el Formulario PR-20 revisado, del FHWA.

SECTION II

The FHWA and the Government agree to cooperate in the construction of the segment of Highway designated in Section I above in accordance with the following understanding:

3. To provide a Mission composed of a Division Engineer, support staff and project personnel who shall act under the direction of the Federal Highway Administrator in carrying out the responsibilities of the FHWA under this Agreement. The compensation and the other expenses thereof shall be paid by the FHWA from Highway funds reserved by the FHWA for this purpose. When the volume of work makes this desirable, officials may be assigned to represent the FHWA in more than one country. When so requested by

SECCION II

El FHWA y el Gobierno convienen en cooperar en la construcción de la porción de la Carretera mencionada arriba en Sección I, de conformidad con el siguiente entendimiento:

3. Proveer una Mision compuesta de un Ingeniero Jefe, personal ejecutivo, y personal tecnico que actuarán bajo la dirección del Administrador Federal de Carreteras para llevar a efecto las responsabilidades del FHWA bajo este Acuerdo. Las compensaciones y otros gastos correspondientes serán pagados por el FHWA de fondos de la Carretera reservados por el FHWA para este fin. Cuando el volumen de trabajo así lo requiera, se asignarán funcionarios para que representen al FHWA en más de un país.

the Government, the Division Engineer and staff will furnish technical advice and assistance and at all times will cooperate with the Government to achieve and maintain rapid and economical construction and to secure the early completion of the work.

4. To secure any additional personnel required to perform the duties of the FHWA as outlined in this Agreement. The compensation and other expenses of project employees, other than the Division Engineer and staff referred to above, shall be charged to project funds.

5. To act for the Government, at its request, as purchasing agent in the United States, without charge for this service, for the purchase of supplies, materials, and equipment for use on the Highway not produced and obtainable in the Republic of Colombia.

Such purchases shall be made only on the basis of requisitions approved by the Minister of Public Works and the Division Engineer of the FHWA.

B. The Government, for its part, undertakes:

1. To provide from its own funds not less than one-third (⅓) of the total participating cost of the work, as provided by Section 216(a) of Title 23, United States Code, and as may be provided in any other agreement and/or condition pertaining to the Highway

Cuando lo solicite el Gobierno, el Ingeniero Jefe y el personal ejecutivo suministrarán asesoría técnica y ayuda y en todo momento cooperarán con el Gobierno para llevar a cabo y mantener una rápida y económica construcción y asegurar la pronta terminación del trabajo.

4. Obtener cualquier personal adicional que sea necesario para realizar los trabajos del FHWA como se indica en este Acuerdo. Las compensaciones y otros gastos de los empleados del proyecto con excepción del Ingeniero Jefe y el personal ejecutivo mencionado arriba, serán pagados con los fondos del proyecto.

5. Actuar por el Gobierno, a su solicitud, como agente de compras en los Estados Unidos sin percibir remuneración por este servicio, para la compra de suministros, materiales y equipo para el uso de la Carretera que no se produzcan ni obtengan en la República de Colombia.

Tales compras se harán únicamente con base en requisiciones aprobadas por el Ministro de Obras Públicas y el Ingeniero Jefe del FHWA.

B. El Gobierno, por su parte, se compromete:

1. Proveer de sus propios fondos una suma no menor de una tercera parte (⅓) del costo total de la obra en que participan las partes, según se estipula en la Sección 216(a) del Título 23 del Código de los Estados Unidos y conforme cualquier otro convenio y/o con-

and embodied in this Agreement, or in any subsidiary Project Agreement.

2. At the sole expense of the Government to provide the rights-of-way required for the construction of the Highway, which rights-of-way shall have a minimum width of 100 meters in rural areas and 50 meters in municipalities, except where the FHWA Division Engineer agrees that these widths are impracticable. The Government agrees that encroachment on the approved right-of-way will not be permitted except that, in the event permission is given to use the right-of-way for pole lines, pipe lines or other structures determined to be necessary to promote the safe and efficient utilization of the highway in the public interest, such use will be limited to portions of the right-of-way which lie well beyond the outer edge of cut and fill slope areas.

3. To provide and maintain within the Ministry a competent highway department or unit which has as its sole function the administration and supervision of the work covered by this Agreement and which, as to organization, personnel, and operation, is continuously satisfactory to the FHWA in carrying out the Government obligations in an economical and expedient manner. Central office expenditures for general administration, supervision, and any other overhead cost of such department or unit shall not be eligible as a participating project cost.

dición referente a la Carretera y que se incorpora a este Acuerdo, o a cualquier Convenio de Proyecto subsidiario.

2. Proveer por cuenta exclusiva del Gobierno los derechos de vía necesarios para la construcción de la Carretera, los cuales tendrán un ancho mínimo de 100 metros en áreas rurales y 50 metros en municipales, excepto donde el Ingeniero Jefe del FHWA establezca que estas dimensiones no son prácticas. El Gobierno acuerda en evitar intrusiones en los derechos de vía aprobados, excepto en caso de que se autorice el uso del derecho de vía para la colocación de postes, tubería y otras estructuras que se determine que son necesarias para procurar la utilización segura y eficiente de la carretera para servicios publicos, y en tales casos el uso será limitado a los sectores del derecho de vía que quedan suficientemente alejados del extremo exterior de áreas de talud en corte y relleno.

3. Proveer y mantener dentro del Ministerio una oficina o unidad competente de la carretera que tenga como única función la administración y supervisión del trabajo comprendido en este Acuerdo y la cual, en cuanto a organización, personal y operación, sea en todo momento satisfactoria para el FHWA para llevar a cabo las obligaciones del Gobierno en una forma económica y conveniente. Los gastos de la oficina central para administración, supervisión, y cualquier otro gasto general de tal oficina o unidad no serán considerados como gastos de participación del proyecto.

4. To maintain completed sections of the Highway in a manner satisfactory to the FHWA. This applies to any project on the Highway which is constructed under the provisions of this Agreement. Failure to do so will relieve the FHWA of its responsibility for any further reimbursement to the Government under this Agreement.

5. To establish a revolving fund for use solely to finance Highway construction costs under this Agreement. All reimbursements made by the FHWA, shall be immediately credited to this revolving fund.

6. To make surveys and to prepare and furnish for approval plans, specifications and estimates.

7. To construct by force account, or to cause to be constructed by contract on the basis of public competitive bids, all parts, or sections, of the Highway as hereinabove described, in accordance with the plans and specifications which have been previously approved by the FHWA under the terms of Section II, paragraph A–2, provided, however, that the construction by force account shall be on an agreed unit price basis unless otherwise authorized.

8. To advertise in the United States and in the Republic all construction projects which are to be constructed by contract for a mutually agreed period of time and to award contracts pursuant to such advertisements.

9. To make contract awards only to lowest acceptable bidders who

4. Mantener las secciones terminadas de la Carretera en una forma satisfactoria al FHWA. Esto se aplica a cualquier proyecto de la Carretera que sea construído bajo las disposiciones de este Acuerdo. La falta de cumplimiento librará al FHWA de su responsabilidad para cualquier reembolso futuro al Gobierno bajo este Acuerdo.

5. Establecer un fondo rotativo destinado exclusivamente para el financiamiento de los costos de construcción de la Carretera bajo este Acuerdo. Todos los reembolsos realizados por el FHWA se depositarán inmediatamente en este fondo rotativo.

6. Realizar estudios y preparar y suministrar para la aprobación correspondiente, planos, especificaciones y costos estimados.

7. Construir por administración o por contrato, con base en licitación pública, todas las partes o secciones de la Carretera conforme a lo estipulado, de acuerdo con los planos especificaciones que hayan sido previamente aprobados por el FHWA bajo los términos de la Sección II, párrafo A–2, estipulando, sin embargo, que la construcción por administración se hará con base en precios unitarios acordados, a no ser que se autorice de otra manera.

8. Anunciar en los Estados Unidos y en la República todos los proyectos de construcción que serán efectuados por contrato, por un período de tiempo mutuamente convenido y adjudicar contratos de acuerdo con dichos anuncios.

9. Adjudicar los contratos únicamente a los licitantes aceptables

fulfill the following requirements:

a) Able to meet all financial requirements for carrying out the work to completion;
b) Have an adequate organization, machinery and equipment to do this work, and
c) Can provide surety bonds satisfactory both to the Government and to the FHWA.

10. Not to take any action, without prior concurrence of the FHWA, which will in any way alter the terms and conditions of an approved contract for a project.

11. To furnish sufficient competent engineering personnel on each project to assure that the construction work is being carried out in accordance with the approved plans and specifications.

12. Prior to authorizing work beyond the scope of the contract, to issue change orders, extra work orders or other directives as required for all changes or extra work; and to obtain approval of the FHWA prior to authorizing any change or extra work.

13. To incorporate in the contract for each project constructed under this Agreement the FHWA "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP 61", unless the use of other specifications is specifically approved by the FHWA. This also applies to work performed by force account.

14. To exempt contractors from the payment of all import and

con presupuestos más bajos que llenen, entre otros, los siguientes requisitos:

a) Tener capacidad financiera para llevar a cabo el trabajo hasta su terminación;
b) Tener una organización, maquinaria y equipo adecuados para realizar este trabajo, y
c) Poder presentar una fianza satisfactoria para el Gobierno y para el FHWA.

10. No tomar ninguna acción, sin previo acuerdo del FHWA, que altere en cualquier forma los términos y condiciones de un contrato aprobado para un proyecto.

11. Proveer suficiente personal de ingeniería competente para cada proyecto para asegurar que el trabajo de construcción se lleve a cabo de acuerdo con los planos y especificaciones aprobados.

12. Antes de autorizar trabajos que no esten incluídos en el contrato, emitir órdenes de cambio, órdenes para trabajo extra u otras instrucciones que se requieran para todos los cambios o trabajos extra, y obtener la aprobación del FHWA antes de que se autorice cualquier cambio o trabajo extra.

13. Incorporar en el contrato para cada proyecto construido bajo este Acuerdo las especificaciones del FHWA "Especificaciones estandar para la Construcción de Carreteras y Puentes en los Proyectos de Carreteras Federales, FP 61", a no ser que el uso de otras especificaciones sea específicamente aprobado por el FHWA. Esto se aplica también al trabajo ejecutado por administración.

14. Exonerar a los contratistas del pago de todos los derechos de

export duties and taxes on materials, equipment and supplies necessary exclusively for construction of the Project and to incorporate in all contracts a clause to the effect that contractors engaged in work on the Darien Gap Highway in Colombia will be reimbursed for any and all increase in costs caused by changes in the International Payment, Social Security or Labor Laws of Colombia which are promulgated on or after the date of the invitation to bid for a project.

15. To permit the use, free of charge to contractors, and without participation of project funds, of natural deposits of stone, gravel, sand, earth or other materials necessary for the execution of the project where such materials occur on the right-of-way or on public domain. Also to provide free of charge to contractors, and without participation of project funds, materials and any easements that may be necessary to gain access to like materials required to be used in the execution of the work but which are not available within the right-of-way or on public domain.

16. To furnish for use on those portions of any project for which the force account method of construction may be authorized, equipment which is satisfactory and which is new or has been placed in good operating condition. Charges to the project for the use of such equipment will be on the basis of rental rates approved in advance by the

importación y exportación e impuestos sobre materiales, equipo y suministros necesarios exclusivamente para la construcción del Proyecto e incorporar en todos los contratos una cláusula a efecto de que los contratistas comprometidos en trabajos de la Carretera, sean reembolsados por cualquiera o todos los costos causados por cambio en las Leyes de Pago Internacional, Seguro Social y Leyes Laborales de Colombia que sean promulgadas en o después de la fecha de publicación de las licitaciones para el proyecto.

15. Permitir el uso, sin pago alguno a los contratistas, y sin participación de los fondos del proyecto, de los depósitos naturales de piedra, grava, arena, tierra y otros materiales que sean necesarios para la ejecución del proyecto cuando tales materiales se encuentren en áreas de derecho de vía o en terrenos de dominio público. Asimismo, proveer sin cargo alguno a los contratistas, y sin participación de los fondos del proyecto, materiales y cualquier servidumbre que sean necesarios para tener acceso a materiales que se requieran para la ejecución del trabajo, pero que no se encuentren dentro del derecho de vía o del dominio público.

16. Suministrar equipo satisfactorio nuevo o que haya sido puesto en buenas condiciones de operación, para usarlo en aquellos sectores de cualquier proyecto que se haya acordado construir por administración. Los cargos al proyecto por el uso de tal equipo serán a base de tarifas de alquiler previamente aprobadas por el FHWA. Tales tarifas cubrirán

FHWA. Such rates will cover the initial cost of the equipment as well as all operating and repair costs and will not exceed the rate charged by the owning department to other Government agencies.

17. To conduct all work and to handle all accounts in accordance with the provisions of this Agreement and with the understanding that additional requirements as to the conduct of the work and as to the accounts and records to be kept may be required by the FHWA because of the requirements of the United States affecting the disbursement of funds furnished by the Government of the United States.

18. To maintain accounts which shall at all times be open to inspection, examination and audit by any authorized representative of the Government of the United States, and to accept audit on the basis of the Acts of Congress of the United States, as hereinbefore mentioned, and which are not contrary to Colombia law, and all other agreements pertinent to the work, and to facilitate the checking of all claims submitted for payment by the FHWA.

Records and documents maintained under this section shall be available at all reasonable times for inspection by any authorized representative of the FHWA and copies thereof shall be furnished when requested.

All of said accounts, records and documents shall be retained for a period of not less than three years from the date of the final

el costo inicial del equipo, lo mismo que todos los costos de operación y de reparación y no excederán a la tarifa cobrada por la entidad propietaria a otras dependencias del Gobierno.

17. Dirigir todo el trabajo y operar la contabilidad de acuerdo con las disposiciones de este Acuerdo, con el entendimiento de que los requisitos adicionales relacionados con la dirección del trabajo y con las cuentas y archivos que se lleven puedan ser requeridos por el FHWA para satisfacer disposiciones de los Estados Unidos que afecten el desembolso de los fondos suministrados por el Gobierno de dicho país.

18. Mantener la contabilidad disponible en todo momento para la inspección, exámen y auditaje de parte de los representantes autorizados del Gobierno de los Estados Unidos, y aceptar los auditajes con base en las leyes del Congreso de los Estados Unidos, de acuerdo con lo mencionado arriba y que no sean contrarias a las leyes de Colombia, y de todos los otros convenios pertinentes al trabajo, y facilitar la revisión de todos los reclamos sometidos por el FHWA para el pago.

Los archivos y documentos que se mantengan bajo este numeral estarán disponibles en todo tiempo razonable para la inspección de parte de cualquier representante autorizado del FHWA y se suministrarán copias de los mismos, cuando sean solicitadas.

Todas las cuentas, archivos y documentos mencionados, se guardarán por un período no menor de tres años a partir de la fecha

payment by the United States to Colombia with respect to the particular project.

19. To consider the Mission and its personnel, referred to in Section II, paragraph A–3, as part of the Diplomatic Mission of the Government of the United States of America in Colombia for the purpose of according them the privileges and immunities which are accorded that Mission and its personnel of equal rank. The Government of Colombia will take upon itself resolving, in accordance with Colombian laws, the claims of third persons against the United States and its employees and will exempt the United States, and the above-mentioned persons, of all responsibility for the claims which result from whatever operation connected with the work, except in the cases which the Government of Colombia and the Government of the United States consider, through common agreement, that those claims or responsibilities derive from grave negligence or a deliberate fault of said persons.

20. To exempt property or funds used or to be used in connection with this Agreement by the FHWA from any taxes on ownership or use and any other taxes, investment or deposit requirements, and currency controls in Colombia, and to exempt the import, export, acquisition, use or disposition of any such property or funds in connection with this Agreement from any tariffs, customs duties, import or export restrictions, import and export taxes, taxes on purchase or dis-

del último pago de los Estados Unidos a Colombia con respecto al proyecto en cuestión.

19. Considerar la Misión y su personal a que se refiere la Sección II, párrafo A,3, como parte de la misión diplomática del Gobierno de los Estados Unidos de América en Colombia, con el fin de concederles los privilegios e inmunidades que se conceden a esa misión y a su personal de igual rango. El Gobierno de Colombia se ocupará de solventar, de acuerdo con las leyes colombianas, las reclamaciones de terceros contra los Estados Unidos y sus empleados y eximirá a los Estados Unidos y a las personas mencionadas de toda responsabilidad por las reclamaciones que resulten de cualquier operación pertinente del trabajo, salvo en los casos en que el Gobierno de Colombia y el Gobierno de los Estados Unidos consideren de común acuerdo que esas reclamaciones o responsabilidades se deriven de una negligencia grave o de una falta deliberada de dichas personas.

20. Eximir los bienes o fondos utilizados o que se utilizaren con relación a este Acuerdo por parte del FHWA del pago de todo impuesto sobre la propiedad o el uso y de cualquiera otros impuestos, de requisitos relacionados con inversiones o depósitos y de controles cambiarios en Colombia, y eximir la importación, exportación, adquisición, uso o disposición de dichos bienes o fondos en conexión con este Acuerdo del pago de cualesquier aranceles, derechos de aduana, restricciones

position and any other taxes or similar charges in Colombia.

To exempt all U.S. employees of FHWA, who are present therein to perform work pursuant to this Agreement, from income and social security taxes levied under the laws of Colombia, and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such persons and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal movable property (including automobiles) imports into Colombia for their own use, as is accorded by the Government of Colombia to diplomatic personnel of the American Embassy in Colombia.

21. To furnish, in cases of death of United States citizens employed by the FHWA or their dependents, documents necessary to permit the return to the United States of their remains.

22. To exclude funds made available for the purpose of this Agreement from any financial administration law which permits the use of such funds for other purposes.

e impuestos de importación y exportación, impuestos sobre compras o traspasos y cualesquiera otros impuestos o cargos similares que existan en Colombia.

Eximir todos los funcionarios de los Estados Unidos miembros del FHWA que esten presentes en dicho país con el objeto de ejecutar trabajos relacionados con este Acuerdo, del pago de impuestos sobre la renta y de Seguro Social que se pagan de acuerdo con las leyes de Colombia y de los impuestos sobre la compra, propiedad, uso o disposición de bienes muebles personales (incluyendo automóviles) destinados para su propio uso. Dichas personas y los miembros de sus familias recibirán el mismo trato con respecto al pago de derechos de aduana y de importación y exportación sobre los bienes muebles personales (incluyendo automóbiles) que importen a Colombia para su uso personal, que el que otorga el Gobierno de Colombia al personal diplomático de la Embajada Americana en Colombia.

21. Suministrar, en caso de muerte de ciudadanos de los Estados Unidos empleados por el FHWA o de sus dependientes, los documentos necesarios para permitir el envío de sus restos mortales a los Estados Unidos.

22. Excluir los fondos disponibles para los fines de este Acuerdo de cualquier ley administrativa financiera que permita el uso de tales fondos para otros propósitos.

SECTION III

The FHWA will participate in payment of construction engineering costs for the projects in the following manner: not to exceed 10% of the FHWA approved total cost of construction items for bridge and surfacing (subbase, base and pavement) projects, and not to exceed 15% of the approved total cost of construction items for grading and drainage projects. Where a project involves work corresponding to different stipulated percentages, FHWA participation will be on the basis of cost of each type of work at the applicable percentage rate.

FHWA participation in construction engineering cost, in any case, will be limited to the period of time called for in the contract for completion of the work plus time extensions approved by the FHWA.

SECTION IV

The procedures to be followed in administering funds obtained as a consequence of this Agreement are:

1. Prior to the execution of a Project Agreement as provided for in Section II, Paragraph A–1, the Government will submit to the FHWA for approval a program of projects recommended for construction in order to complete the Highway in the country. The projects will be shown in order of priority for construction, showing termini, type of construction and

SECCION III

El FHWA participará en el pago de los gastos de ingeniería de construcción para proyectos, en la forma siguiente: un monto que no exceda el 10% del costo total aprobado por el FHWA para items de construcción para proyectos de puentes y revestimiento (sub-base, base y pavimentación) y que no exceda el 15% del costo total aprobado para los items de construcción para proyectos de explanación y drenaje. Cuando un proyecto comprenda trabajo correspondiente a porcentajes diferentes estipulados, la participación del FHWA se basará en el costo de cada tipo de trabajo a la tarifa del porcentaje aplicable.

La participación del FHWA en los costos de ingeniería de construcción estará en todo caso limitada al período de tiempo estipulado en el contrato para la terminación del trabajo más las extensiones de tiempo aprobadas por el FHWA.

SECCION IV

Los procedimientos a seguir en la administración de los fondos que se obtengan como consecuencia de este Acuerdo son los siguientes:

1. Antes de la ejecución del Convenio de Proyecto como se estipula en Sección II, Párrafo A–1, el Gobierno someterá a la aprobación del FHWA un programa de proyectos de construcción para terminar la Carretera en el País. Los proyectos serán presentados en orden de prioridad de construcción, indicando los términos, tipo de construcción y

length. A brief explanation will be made of the standards which will apply and an estimate of the total cost of each project.

2. Where it is necessary to develop plans, specifications and estimates, a Project Agreement will be executed, following program approval, for each project to cover preliminary engineering expenses corresponding to this work. Where plans, specifications and estimates for a project are already prepared, they will be submitted for the FHWA's final approval. Acceptance by the FHWA will constitute a commitment to finance not to exceed two-thirds of the total cost of construction and of engineering based on Section III of this Agreement. Authorization to proceed with advertisement of the work for contract will be given at the time the FHWA approves the plans, specifications and estimates.

3. Following approval of a contract or force account method by the FHWA in accordance with Section II, Paragraph A-2 of this Agreement, a Project Agreement will be entered into based on cost determined by contract unit prices or agreed force account unit prices plus the engineering cost, as limited under Section III. In a case where a Project Agreement has been entered into for preliminary engineering, a new Project Agreement shall be executed for the construction cost.

4. Following satisfactory completion of a project the Government will, as rapidly as possible,

longitud. Se hará una breve explicación de las normas que se aplicarán y un presupuesto del costo total de cada proyecto.

2. Cuando sea necesario confeccionar planos, especificaciones y presupuestos, se ejecutará un Convenio de Proyecto, del programa, para cada proyecto para cubrir los gastos preliminares de ingeniería correspondientes a este trabajo. Cuando estén preparados los planos, especificaciones y presupuestos, estos se someterán para la aprobación del FHWA. La aprobación del FHWA constituirá un compromiso para financiar una suma que no exceda las dos terceras partes del costo total de construcción y de ingeniería con base en la Sección III de este Convenio. La autorización para proceder con el anuncio de los trabajos por contrato se dará cuando el FHWA apruebe los planos, las especificaciones y los presupuestos.

3. Después de que el FHWA haya aprobado un contrato o un trabajo por administración conforme a la Sección II, Párrafo A-2 de este Acuerdo, se suscribirá un Convenio de Proyecto basado en el costo determinado por los precios unitarios contratados o convenidos para el trabajo por administración incluyendo los costos de ingeniería con las limitaciones previstas en la Sección III. En caso de que existiera un Convenio de Proyecto para ingeniería preliminar, se efectuará un nuevo Convenio de Proyecto para los costos de construcción.

4. Después de terminado satisfactoriamente el proyecto, el Gobierno tomará a la mayor breve-

complete all final measurements and prepare a final estimate which will cover all costs. Upon review and acceptance of this final estimate by the FHWA and after payment to the contractor is effected, final reimbursement of the United States share will be made by the FHWA in accordance with the terms and limitations of this Agreement. Such final reimbursement will fulfill all FHWA obligations under the Project Agreement and close the FHWA's accounts therefor.

dad todas las mensuras definitivas de las otras y preparara los estimativos finales que cubrirán todos los costos. Una vez que el FHWA haya revisado y aceptado estos cálculos finales y que se efectúe el pago al contratista, el FHWA hará el reembolso final de la participación de los Estados Unidos de acuerdo con los términos y limitaciones de este Acuerdo. Con tal reembolso final se cumplirán todas las obligaciones del FHWA bajo el Convenio de Proyecto y cerrará por lo tanto las cuentas del FHWA.

SECTION V

This Agreement shall be subject to any and all provisions of the Act of the United States Congress entitled Federal Aid Highway Act of 1970 dated December 31, 1970,[1] including those referred to hereinbefore.

SECCION V

Este Acuerdo estará sujeto a cada una y a todas las disposiciones de la Ley del Congreso de los Estados Unidos titulada Ayuda Federal para Carreteras, de fecha 31 de Diciembre de 1970, incluso aquellas referidas anteriormente.

SECTION VI

It is mutually agreed that all disputes relating to this agreement shall be resolved based on the English version and intent thereof.

SECCION VI

Se conviene mutuamente que las discusiones relacionadas con este Acuerdo se resolverán con base en la versión de inglés y su intención.

[1] 84 Stat. 1713; 23 U.S.C. § 216.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the affixing of the signature of their respective officers hereunder. This Agreement shall become effective as of the day and year first above written.

EN TESTIMONIO DE LO CUAL, firman los representantes de las partes que han ejecutado este Acuerdo. Este Acuerdo rige desde el día y año mencionados arriba.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA.

[1]

FOR THE GOVERNMENT OF COLOMBIA.
POR EL GOBIERNO DE COLOMBIA.

[2]

[1] John A. Volpe
[2] Argelino Duran Q

REPUBLIC OF KOREA

Agricultural Commodities

Agreement amending the agreement of February 26, 1969, as amended.
Effected by exchange of notes
Signed at Seoul May 6, 1971;
Entered into force May 6, 1971.

The American Ambassador to the Korean Deputy Prime Minister and Minister, Economic Planning Board

No. 137 SEOUL, *May 6, 1971*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments February 26, 1969, [1] and to propose that Part II, Item I thereof be amended as follows to add funds to allow purchase of the entire quantity of corn programmed for FY 1971, i.e., 135,000 M/T:

(A) Item I. A., change "$5.9" to "$7.8"; change sub-total "$32.8" to "$34.7."

(B) Item I. C., change total "$82.00" to "$83.90."

All other terms and conditions of the February 26, 1969 agreement, as amended, remain the same.

If the foregoing is acceptable to your Excellency's 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.

WILLIAM J. PORTER

His Excellency
KIM, HAK YUL,
Deputy Prime Minister and
Minister, Economic Planning Board,
Seoul.

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[1] TIAS 6661, 6845, 7057; 20 UST 522; 21 UST 600; *ante*, p. 236.

The Korean Deputy Prime Minister and Minister, Economic Planning Board, to the American Ambassador

ECONOMIC PLANNING BOARD
REPUBLIC OF KOREA
SEOUL, KOREA

MAY 6, 1971

EXCELLENCY:

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

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments February 26, 1969 and to propose that Part II, Item I thereof be amended as follows to add funds to allow purchase of the entire quantity of corn programmed for FY 1971, i.e., 135,000 M/T:

(A) Item I. A., change "$5.9" to "$7.8"; change sub-total "$32.8" to "$34.7."

(B) Item I. C., change total "$82.00" to "$83.90."

All other terms and conditions of the February 26, 1969 agreement, as amended, remain the same.

If the foregoing is acceptable to your Excellency's 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."

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

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

KIM, HAK-YUL
Kim, Hak Yul
Deputy Prime Minister and Minister, Economic Planning Board

His Excellency
WILLIAM J. PORTER
Ambassador of the United States, Seoul, Korea.

TIAS 7113

66-169 O - 72 - 41

VIET-NAM

Agricultural Commodities

Agreements amending the agreement of July 8, 1970, as amended.
Effected by exchange of notes
Signed at Saigon April 9, 1971;
Entered into force April 9, 1971.
And exchange of notes
Signed at Saigon May 11, 1971;
Entered into force May 11, 1971.

The American Ambassador to the Vietnamese Minister of Foreign Affairs

No. 62 SAIGON, *April 9, 1971*

EXCELLENCY

I have the honor to refer to the Agricultural Commodities Agreement of July 8, 1970, as amended,[1] and propose that

(A) Part II, Item I of the Agreement be further amended by increasing the maximum export market value for nonfat dry milk to "$3.6 million", and the total of Item I to "$63.7 million"

(B) Part II, Item II Payment Terms, B., Convertibility be changed to "$1,274,000"

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two governments to enter into force on the date of your note in reply.

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[1] TIAS 6983, 6990, 6995, 7050, 7084, 21 UST 2443, 2492, 2513, *ante*, pp. 208, 475.

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

ELLSWORTH BUNKER

Ellsworth Bunker
American Ambassador

His Excellency
TRAN VAN LAM
Minister of Foreign Affairs
Republic of Vietnam
Saigon, Vietnam

The Vietnamese Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No. 1652 EF/HT

SAIGON, *April 9, 1971*

EXCELLENCY

I have the honor to acknowledge receipt of Your Excellency's Note No. 62 dated April 9, 1971 which reads as follows

"I have the honor to refer to the Agricultural Commodities Agreement of July 8, 1970, as amended, and propose that.

(A) Part II, Item I of the Agreement be further amended by increasing the maximum export market value for nonfat dry milk to "$3.6 million", and the total of Item I to "$63.7 million".

(B) Part II, Item II Payment Terms, B., Convertibility be changed to "$1,274,000"

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two governments to enter into force on the date of your note in reply.

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

I have the honor to confirm to Your Excellency my concurrence in the contents of Your Note.

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

[SEAL] TRAN VAN LAM

Tran-Van-Lam
Minister of Foreign Affairs

His Excellency
ELLSWORTH BUNKER
Ambassador of the United States of America
Saigon

The American Ambassador to the Vietnamese Minister of Information

No. 85 MAY 11, 1971

EXCELLENCY

I have the honor to refer to the Agricultural Commodities Agreement of July 8, 1970, as amended, and propose that

(A) In Part II, Item I Commodity Table, enter under appropriate columns "Soybean and/or Cottonseed Oil, 1971 - 1972, 9,600 M/T, $3.2 million" Increase total to "$66.9 million".

(B) In Part II, Item II Payment Terms, change Convertibility to "$1,338,000"

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two governments to enter into force on the date of your note in reply.

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

ELLSWORTH BUNKER

Ellsworth Bunker
American Ambassador

His Excellency
NGO KHAC TINH
Minister of Information
Republic of Vietnam
Saigon, Vietnam

The Vietnamese Acting Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No. 2223/EF/HT SAIGON, *May 11, 1971*

EXCELLENCY

I have the honor to acknowledge receipt of Your Excellency's Note No. 85 dated May 11, 1971 which reads as follows

"I have the honor to refer to the Agricultural Commodities Agreement of July 8, 1970, as amended, and propose that

(A) In Part II, Item I Commodity Table, enter under appropriate columns "Soybean and/or Cottonseed Oil, 1971–1972, 9,600 M/T, $3.2 million" Increase total to "$66.9 million"

(B) In Part II, Item II Payment Terms, change Convertibility to "$1,338,000"

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two governments to enter into force on the date of your note in reply

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

I have the honor to confirm to Your Excellency my concurrence in the contents of Your Note.

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

[SEAL] N G TINH

Ngo-Khac-Tinh
Acting Minister of Foreign Affairs

His Excellency Ellsworth Bunker
Ambassador of the United States of America to Viet-Nam
Saigon

INDIA

Agricultural Commodities

Agreement signed at New Delhi April 1, 1971;
Entered into force April 1, 1971.
And amending agreements
Effected by exchange of notes
Signed at New Delhi May 7, 1971;
Entered into force May 7, 1971.
And exchange of notes
Signed at New Delhi May 20, 1971;
Entered into force May 20, 1971.

SEVENTH SUPPLEMENTARY 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, as a seventh supplement to the Agreement for sales of Agricultural Commodities between the two Governments signed on February 20, 1967 [1] (hereinafter referred to as the February Agreement), have agreed to the sales of commodities specified below. This seventh supplementary agreement shall consist of the Preamble, Parts I and III, and the Local Currency Annex of the February Agreement, together with the Convertible Local Currency Credit Annex of the June 24, 1967 [2] Agreement and the following Part II:

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[1] TIAS 6221; 18 UST 217.
[2] TIAS 6338; 18 UST 2351.

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table

Commodity	Supply Period (United States Fiscal Years)	Approximate Maximum Quantity		Maximum Export Market Value (Millions)
A. Convertible Local Currency Credit Terms				
Wheat/wheat flour	1971 and 1972	1, 093, 000	Metric Tons	$68. 7
Vegetable oil	1971	75, 000	Metric Tons	22. 1
Cotton	1971	200, 000	Bales	29. 2
			SUBTOTAL	$120. 0
B. Local Currency Terms				
Wheat/wheat flour	1971 and 1972	477, 000	Metric Tons	$30. 0
			SUBTOTAL	$30. 0
			TOTAL	$150. 0

ITEM II. Payment Terms

A. Convertible Local Currency Credit

1. Initial Payment - None
2. Number of Installment Payments - 31
3. Amount of Each Installment Payment - Approximately equal annual amounts
4. Due Date of First Installment Payment - 10 years after date of last delivery of commodities in each calendar year
5. Initial Interest Rate - 2 percent
6. Continuing Interest Rate - 3 percent

B. Local Currency

1. Initial Payment - None
2. Proportions of Local Currency Accruals Indicated for Specified Purposes:

   a. United States expenditures, 7 percent.
   b. Section 104(f) loans, 93 percent, subject to reduction as may be necessary to provide the local currencies required for United States expenditures under a. above. These funds are for financing such projects as are mutually agreed by the two Governments but not less than 20 percent of the total local currencies accruing to the Government of the exporting country from sales of commodities under this agreement shall be used for self-help measures described in Item V.

3. Convertibility

   a. Section 104(b)(1) purposes - $600,000
   b. Section 104(b)(2) purposes - $600,000

ITEM III. Usual Marketing Table

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirements
Wheat/wheat flour	1971	200,000 Metric Tons (wheat equivalent)
Wheat/wheat flour	1972	200,000 Metric Tons (wheat equivalent)
Cotton	1971	325,000 Bales

ITEM IV. Export Limitations

A. Export Limitation Period

The export limitation period for commodities the same as or like any particular commodity financed under this agreement (other than cotton and vegetable oils) shall be the period beginning on the date of this agreement and ending on the final date of which the relevant commodities financed under this agreement are being imported and utilized.

B. Permissible Exports

During FY 1971, and during any subsequent United States Fiscal Year in which vegetable oils are being imported or utilized under this agreement, Indian exports of edible vegetable oil and oil equivalent of peanuts exported for crushing, excluding hand-picked selected peanuts for direct human consumption (oil value calculated at 69 percent of value of peanuts), shall be deemed consistent with the terms of this agreement, provided that the Government of India ensures 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 quantity of vegetable oil and oil equivalent of copra (oil value calculated at 92 percent of value of copra) having C.I.F. value equal to F.O.B. value of Indian exports.

India will not export domestic cotton other than Bengal Deshi, Dholleras, Kalyan, Oomres, Mathia and Moglai and other lower Jarilla, all of which varieties normally do not exceed staple lengths longer than 13/16 inch, during United States Fiscal Year 1971 or during any subsequent United States Fiscal Year in which upland cotton under this agreement is being imported.

Should Indian exports of cotton textiles during any United States Fiscal Year that cotton is being imported under this agreement exceed the average level of such exports during United States Fiscal Years 1963, 1964 and 1965, the Government of India will procure and import with its own resources on a commercial basis from the United States an equivalent weight of raw cotton content of such excess exports of cotton textiles, but such purchases need not exceed the quantity imported during any fiscal year under this or subsequent agreements.

These additional imports are to be over and above established usual marketings for raw cotton specified in the usual marketing table above.

ITEM V. Self-Help Measures

The Government of India will maintain high priority emphasis on the self-help provisions of the June 24 and December 30, 1967, December 23, 1968, April 25 and October 13, 1969 agreements.[1] The Government of India will place additional emphasis on plant disease detection and agricultural production credit; as follows:

A. Establish a national plant surveillance and early warning system for detecting plant pest outbreaks as a means of preventing widespread crop damage.

B. Place greater emphasis on expanding the availability of agricultural production credit to provide small farmers access to new technological inputs.

ITEM VI. Proceeds to Constitute Resources for Economic Development

The proceeds of commodities financed under Convertible Local Currency Credit terms will constitute a resource for financing India's annual and long range economic development plans, including the self-help measures referred to in this agreement.

ITEM VII. Other Provisions

A. In addition to any local currency authorized for sale under Section 104(j) of the Act,[2] the Government of the exporting country may utilize any local currency in the importing country to pay for travel which is part of a trip in which the traveler travels from, to or through the importing country. These funds (but not the sales under Section 104(j)) are intended to cover only travel by persons who are traveling on official business for the Government of the exporting country or in connection with activities financed by the Government of the exporting country. The travel for which Indian rupees may be utilized shall not be limited to services provided by the transportation facilities of the importing country.

B. The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

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[1] TIAS 6414, 6642, 6686, 6781; 18 UST 3182; 20 UST 394, 758, 3038.
[2] 80 Stat 1531; 7 U.S.C. § 1704(j).

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

DONE at New Delhi, India, in duplicate, this first day of April, 1971.

FOR THE GOVERNMENT OF INDIA	FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
I. G. PATEL	K B KEATING

The American Ambassador to the Indian Secretary of the Department of Economic Affairs, Ministry of Finance

NEW DELHI, *April 1, 1971*

DEAR MR. SECRETARY:

I have the honor to refer to the Seventh Supplement to the Agreement for Sales of Agricultural Commodities between the Government of the United States of America and the Government of India signed on April 1, 1971, and to propose that:

The Government of India agrees that it will convert $6.3 million in Indian rupees not later than September 30, 1972 in order to cover Section 104(j) convertibility requirements associated with this agreement which are in addition to the convertibility provided for in the text of the agreement. The source of the rupees to be converted pursuant to this Note will be U.S.-owned rupees derived from repayments of principal and interest from previous PL 480 agreements with the Government of India. Thus, the total convertibility provided by the agreement and this Note shall be $7.5 million. For the purposes of this provision, the applicable exchange rate shall be the rate on the date payment is made which is not less favorable to the United States Government than the highest rate legally obtainable in India and which is not less favorable to the United States Government than the highest rate obtainable by any other nation on the date payments are made. This convertibility shall not in any way affect other convertibility agreed to which is derived from repayments of principal and interests.

I shall appreciate receiving your confirmation of the above understanding.

K. B. KEATING

The Honorable
I. G. PATEL
Secretary
Department of Economic Affairs
Ministry of Finance

TIAS 7115

The Indian Secretary of the Department of Economic Affairs, Ministry of Finance, to the American Ambassador

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF ECONOMIC AFFAIRS
NEW DELHI

APRIL 1, 1971.

DEAR MR. AMBASSADOR,

I have received your letter dated April 1, 1971 reading as follows:

"I have the honor to refer to the Seventh Supplement to the Agreement for Sales of Agricultural Commodities between the Government of the United States of America and the Government of India signed on April 1, 1971, and to propose that:

"The Government of India agrees that it will convert $6.3 million in Indian rupees not later than September 30, 1972 in order to cover Section 104(j) convertibility requirements associated with this agreement which are in addition to the convertibility provided for in the text of the agreement. The source of the rupees to be converted pursuant to this Note will be U.S.-owned rupees derived from repayments of principal and interest from previous PL 480 agreements with the Government of India. Thus, the total convertibility provided by the agreement and this Note shall be $7.5 million. For the purposes of this provision, the applicable exchange rate shall be the rate on the date payment is made which is not less favorable to the United States Government than the highest rate legally obtainable in India and which is not less favorable to the United States Government than the highest rate obtainable by any other nation on the date payments are made. This convertibility shall not in any way affect other convertibility agreed to which is derived from repayments of prinicpal and interests.

"I shall appreciate receiving your confirmation of the above understanding."

I have the honor to confirm the above understanding.

I. G. PATEL

I. G. Patel
Secretary

His Excellency MR. KENNETH B. KEATING,
Ambassador of the United States of America,
New Delhi.

[Amending Agreements]

The American Chargé d'Affaires ad interim to the Indian Secretary of the Department of Economic Affairs, Ministry of Finance

EMBASSY OF THE
UNITED STATES OF AMERICA
New Delhi, May 7, 1971

DEAR MR. PATEL:

I have the honor to refer to the Seventh Supplementary Agreement between the Government of the United States of America and the Government of India for Sales of Agricultural Commodities signed by representatives of our two Governments on April 1, 1971, and to propose that Part II of that Agreement be amended as follows:

In Item I.A. Convertible Local Currency Credit Terms: increase the quantity for vegetable oil from 75,000 metric tons to 102,000 metric tons; increase the export market value for vegetable oil from $22.1 million to $29.6 million; increase the subtotal from $120 million to $127.5 million; and increase the total from $150 million to $157.5 million.

If the foregoing is acceptable to your Government, I 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, dear Mr. Patel, the renewed assurance of my high consideration.

GALEN L. STONE
Galen L. Stone
Charge d'Affaires ad interim

The Honorable
I. G. PATEL
Secretary
Department of Economic Affairs
Ministry of Finance

The Indian Secretary of the Department of Economic Affairs, Ministry of Finance, to the American Chargé d'Affaires ad interim

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF ECONOMIC AFFAIRS
NEW DELHI

NEW DELHI, *the 7th May, 1971.*

DEAR MR. STONE,

I have the honour to refer to your letter dated May 7, 1971 which reads as under:

"I have the honor to refer to the Seventh Supplementary Agreement between the Government of the United States of America and the Government of India for Sales of Agricultural Commodities signed by representatives of our two Governments on April 1, 1971, and to propose that Part II of that Agreement be amended as follows:

In Item I.A. Convertible Local Currency Credit Terms: increase the quantity for vegetable oil from 75,000 metric tons to 102,000 metric tons; increase the export market value for vegetable oil from $22.1 million to $29.6 million; increase the subtotal from $120 million to $127.5 million; and increase the total from $150 million to $157.5 million.

If the foregoing is acceptable to your Government, I 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, dear Mr. Patel, the renewed assurance of my high consideration."

I have the honour to inform you that the foregoing amendment is acceptable to the Government of India. I agree that your note together with this reply shall constitute an agreement between our two Governments effective on the date of this reply.

Accept, dear Mr. Stone, the renewed assurances of my high consideration.

I. G. PATEL

I. G. Patel

Mr. GALEN L. STONE,
U.S. Charge d'Affairs ad interim,
New Delhi.

The American Chargé d'Affaires ad interim to the Indian Joint Secretary of the Department of Economic Affairs, Ministry of Finance

EMBASSY OF THE
UNITED STATES OF AMERICA
New Delhi, May 20, 1971

DEAR MR. BAMBAWALE:

I have the honor to refer to the Seventh Supplementary Agreement between the Government of the United States of America and the Government of India for Sales of Agricultural Commodities signed by representatives of our two Governments on April 1, 1971, as amended May 7, 1971, and to propose that Part II of that Agreement be further amended as follows:

In Item I.A., Convertible Local Currency Credit Terms: increase the export market value for cotton from $29.2 million to $30.0 million; increase the subtotal from $127.5 million to $128.3 million; and increase the total from $157.5 million to $158.3 million. All other terms and conditions of the April 1, 1971 Agreement, as amended, remain.

If the foregoing is acceptable to your Government, I 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, dear Mr. Bambawale, the renewed assurance of my high consideration.

GALEN L. STONE

Galen L. Stone
Charge d'Affaires ad interim

Mr. A. T. BAMBAWALE
Joint Secretary
Department of Economic Affairs
Ministry of Finance
New Delhi

The Indian Joint Secretary of the Department of Economic Affairs, Ministry of Finance, to the American Chargé d'Affaires ad interim

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF ECONOMIC AFFAIRS
NEW DELHI

D.O.No.F.1(1)PL.480/71

NEW DELHI, *the 20th May, 1971.*

DEAR MR. STONE,

I have the honour to refer to your letter dated May 20, 1971 which reads as under:

"I have the honor to refer to the Seventh Supplementary Agreement between the Government of the United States of America and the Government of India for Sales of Agricultural Commodities signed by representatives of our two Governments on April 1, 1971, as amended May 7, 1971, and to propose that Part II of that Agreement be further amended as follows:

In Item I.A., Convertible Local Currency Credit Terms: increase the export market value for cotton from $29.2 million to $30.0 million; increase the subtotal from $127.5 million to $128.3 million; and increase the total from $157.5 million to $158.3 million. All other terms and conditions of the April 1, 1971 Agreement, as amended, remain.

If the foregoing is acceptable to your Government, I 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, dear Mr. Bambawale, the renewed assurance of my high consideration."

I have the honour to inform you that the foregoing amendment is acceptable to the Government of India. I agree that your note together with this reply shall constitute an agreement between our two Governments effective on the date of this reply.

Accept, dear Mr. Stone, the renewed assurances of my high consideration.

A. T. BAMBAWALE

A. T. Bambawale
Joint Secretary

MR. GALEN L. STONE,
U.S. Charge d'Affairs ad interim,
New Delhi.

CEYLON

Agricultural Commodities

Agreement amending the agreement of September 27, 1970, as amended.
Effected by exchange of notes
Signed at Colombo April 29, 1971;
Entered into force April 29, 1971.

The American Ambassador to the Ceylonese Additional Permanent Secretary, Ministry of Planning and Employment

EMBASSY OF THE
UNITED STATES OF AMERICA
Colombo, April 29, 1971

EXCELLENCY:

I have the honor to refer to the request by your Government that the Third Supplementary Agreement between the Government of the United States of America and the Government of Ceylon for Sales of Agricultural Commodities signed by the representatives of our two Governments on September 27, 1970, as amended on March 10, 1971,[1] be further amended to provide for a decrease in the wheat flour usual marketing requirement for calendar year 1971. I also have the honor to advise your government that my government, after consultation with other interested country suppliers, is agreeable to reduction of the wheat flour usual marketing requirement for calendar year 1971 from 200,000 metric tons to 155,000 metric tons.

All other conditions of the Agreement of September 27, 1970, as amended March 10, 1971, remain unchanged.

If the foregoing is acceptable to your government, I 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.

Sincerely,

ROBERT STRAUSZ-HUPÉ

Robert Strausz-Hupé

His Excellency
Mr. G.G.D.S.P GUNATILLEKE
Additional Permanent Secretary
Ministry of Planning and Employment

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[1] TIAS 6968, 7074, 21 UST 2191, *ante*, p. 403.

The Ceylonese Additional Permanent Secretary, Ministry of Planning and Employment, to the American Ambassador

ක්‍රම සම්පාදන හා රැකියාරක්ෂා අමාත්‍යාංශය,
කැ.පෙ.අංකය: 898,
ශ්‍රී ලංකා මහ බැංකු ගොඩනැගිල්ල,
කොළඹ 1.
1971 අප්‍රේල් මස 29 දින.

උතුමාණෙනි,

මෙහි පහත දැක්වෙන සේ කියැවෙන අද දාතම දරණ ඔබේ ලිපිය ලැබුණු බැව් ගෞරව පූර්වකව දන්වා සිටිමි.

[The text of the United States note is quoted in English at this point.]

ඉහත සඳහන් වූහු ඔබේ ලිපියත් එයට පිළිතුරු වශයෙන් එවෙන මෙම ලිපියත් අපේ ආණ්ඩු දෙක අතර එළඹ ගත් ගිවිසුමක තැන ගන්නා බවත් මෙම ලිපියේ දින සිට එය ක්‍රියාත්මක වන බවත් ගෞරව පූර්වකව ස්ථිර කරමි.

ඔබේ විශ්වාසවන්ත,

ජී.පී.ඩී.එස්.පී.ගුණතිලක.

ආචාර්ය රොබට් ස්ට්‍රෝස් හුප් උතුමාණේ,
ලංකාවේ සිටින අමෙරිකා එක්සත් රාජ්‍යයේ තානාපති,
කොළඹ.

TIAS 7116

English Text of Ceylonese Note

MINISTRY OF PLANNING & EMPLOYMENT,
P.O. BOX 898,
CENTRAL BANK BUILDING (8TH FLOOR),
COLOMBO 1.

29th APRIL, 1971.

EXCELLENCY,

I have the honour to acknowledge receipt of your letter of today's date which reads as follows.

"I have the honor to refer to the request by your government that the Third Supplementary Agreement Between the Government of the United States of America and the Government of Ceylon for Sales of Agricultural Commodities signed by the representatives of our two governments on September 27, 1970, as amended on March 10, 1971, be further amended to provide for a decrease in the wheat flour usual marketing requirement for calendar year 1971. I also have the honor to advise your government that my government, after consultation with other interested country suppliers, is agreeable to reduction of the wheat flour usual marketing requirement for calendar year 1971 from 200,000 metric tons to 155,000 metric tons.

All other conditions of the agreement of September 27, 1970, as amended March 10, 1971, remain unchanged.

If the foregoing is acceptable to your government, I 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 your letter quoted above and this letter in reply thereto constitute an Agreement between our two Governments which shall enter into force on the date of this letter.

Yours sincerely,

G. GUNATILLEKE

G.G.D.S.P Gunatilleke

His Excellency DR. ROBERT STRAUSZ-HUPÉ,
Ambassador of the United States
of America in Ceylon,
Colombo.

MOROCCO

Agricultural Commodities

Agreement amending the agreement of January 21, 1971.
Effected by exchange of notes
Dated at Rabat April 21 and May 4, 1971;
Entered into force May 4, 1971.

The American Embassy to the Moroccan Ministry of Foreign Affairs

No. 276

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Kingdom of Morocco and has the honor to refer to the Ministry's Note No. DCEC/1/877 dated March 31, 1971,[1] requesting a new PL–480, Title I Vegetable Oil Program for Morocco, and to the PL–480 Agreement for wheat signed January 21, 1971.[2]

The Department of State has suggested that 10,000 metric tons of soybean/cottonseed oil could be made available for shipment prior to June 30, 1971 by a simple amendment of the January 21, 1971 Wheat Agreement. A new vegetable oil program for U.S. Fiscal Year 1972 could be considered at a later date when budget considerations for 1972 are known. Therefore, the Embassy proposes that.

1. PART II, PARTICULAR PROVISIONS of the January 21, 1971 Agreement be amended by adding the following under the appropriate columns, ITEM I, Commodity Table.

	Approximate Maximum Quantity	Maximum Export Market Value ($1,000)
A. Dollar Credit Terms		
Soybean/Cottonseed Oil	5,000 MT	$ 1,536
	SUBTOTAL	$ 6,811
B. Convertible Local Currency Credit Terms		
Soybean/Cottonseed Oil	5,000 MT	$ 1,536
	SUBTOTAL	$ 6,811
	TOTAL	$13,622

[1] Not printed.
[2] TIAS 7053, *ante*, p. 220.

2. Under ITEM III, USUAL MARKETING TABLE add following: Edible Vegetable Oil or Oilseeds (oil equivalent base), FY 1971, 20,000 metric tons (of which at least 10,000 MT shall be imported from the United States of America.)

3. Under ITEM IV B. add for Soybean/Cottonseed Oil – Edible Vegetable Oil and Oil Bearing Seeds.

4. Under ITEM IV insert the following subparagraph C:

C. Permissable Exports

Commodity	Quantity	Period During Which Such Exports are Permitted
Pure Olive Oil	No Limit	Fiscal Year 1971

The Embassy proposes that this Note and the Ministry's Note concurring therein shall constitute an agreement between the two governments to enter into force on the date of the responding Note from the Ministry of Foreign Affairs.

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

EMBASSY OF THE UNITED STATES OF AMERICA
Rabat, April 21, 1971

The Moroccan Ministry of Foreign Affairs to the American Embassy

ROYAUME DU MAROC
MINISTERE
DES
AFFAIRES ETRANGERES

N° DCEC/1/MAE 1/1145

RABAT, *le 4 mai 1971*

Le Ministère des Affaires Etrangères présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Rabat et a l'honneur de porter à sa connaissance que les Autorités marocaines viennent de donner leur accord quant aux amendements proposés par le Gouvernement américain mentionnés dans la note de l'Ambassade n° 276 du 21 avril 1971.

Le Ministère est également d'accord pour que la présente note ainsi que la note de l'Ambassade proposant ces amendements puissent constituer un accord entre les Gouvernements marocain et américain, accord devant entrer en vigueur à partir de ce jour

Le Ministère des Affaires Etrangères saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique à Rabat, l'assurance de sa haute considération.

[SEAL]

AMBASSADE DES ETATS-UNIS D'AMÉRIQUE
Rabat

Translation

KINGDOM OF MOROCCO
MINISTRY OF FOREIGN AFFAIRS

No. DCEC/1MAE 1/1145

RABAT, *May 4, 1971*

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America at Rabat and has the honor to inform it that the Moroccan authorities have approved the amendments proposed by the Government of the United States in the Embassy's note No. 276 of April 21, 1971.

The Ministry likewise agrees that this note and the Embassy's note proposing those amendments shall constitute an agreement between the Governments of Morocco and the United States to enter into force on this date.

The Ministry of Foreign Affairs avails itself of this occasion to renew to the Embassy of the United States of America at Rabat the assurances of its high consideration.

[SEAL] [Initialed]

EMBASSY OF THE UNITED STATES OF AMERICA,
Rabat.

BRAZIL

Soluble Coffee

Agreement effected by exchange of notes
Signed at Brasilia April 2, 1971;
Entered into force April 2, 1971.

The American Ambassador to the Brazilian Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Brasilia, April 2, 1971

No. B-32

EXCELLENCY:

1. I have the honor to refer to the exchange of notes of April 30, 1969[1] and to recent discussions between representatives of the Governments of the United States and Brazil concerning the question of Brazilian exports of soluble coffee to the United States. It is my understanding that the two Governments, having regard to their common purpose in strengthening the operation of the International Coffee Agreement (ICA),[2] have agreed as follows.

(a) So long as the International Coffee Agreement of 1968 remains in force, and is being implemented by the two Governments, the Brazilian Coffee Institute (IBC) will make available annually for purchase by the United States soluble coffee manufacturers a specific quantity of green coffee free of the contribution quota. The types of coffee made available under this agreement will exclude washed coffee and coffee shipped from the port of Santos.

(b) For the twelve month period beginning April 15, 1971, the annual quantity referred to in paragraph (a) (hereinafter referred to as the special allocation) will be 560,000 bags. The same figure will apply for each subsequent twelve month period, except as modified in accordance with paragraph (c) below Should any period be less than 12 months, the figure shall be reduced proportionately

(c) In the event that Brazilian exports of soluble coffee to the United States increase or decrease by more than 15 percent in

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[1] Not printed.
[2] TIAS 6584, 19 UST 6333.

the initial twelve month period as compared with the level of the special allocation provided for in paragraph (b) (converted to pounds of soluble coffee at the ratio provided for in the ICA), either Government may propose to renegotiate the quantity fixed in the special allocation.

(d) The special allocation will be made available for the initial twelve month period and for each succeeding period by the IBC to United States soluble manufacturers on the basis of their average share of soluble coffee production in the United States for the two most recent years. The United States Government will solicit from such firms in the United States certified information about their domestic production of soluble coffee in the relevant years, and as quickly as possible during the first period and prior to the start of each succeeding period shall furnish such information to the Government of Brazil for use in distributing the special allocation.

(e) Green coffee will be made available under the special allocation only to firms which undertake to use such coffee for the manufacture of soluble coffee in the United States. In the event that the Government of Brazil has reason to believe that a firm is not carrying out this undertaking, it may request the Government of the United States to provide relevent information on the matter, and the Government of the United States shall furnish such information to the Government of Brazil. If, on the basis of this information, the Government of Brazil determines that the firm is not carrying out its undertaking, it may revoke the unused portion of that firm's share of the special allocation for the current and succeeding twelve month periods. The Government of Brazil shall distribute any share revoked pursuant to this paragraph to other firms entitled to participate in the special allocation in the same proportion as their shares under paragraph (d). Pending a determination which will be made within 30 days of receipt of information from the United States Government, the IBC may suspend the issuance of "avisos de garantia" referred to in paragraph (g) below

(f) Each eligible firm may purchase not more than one fourth of its special allocation in each three month period. Such coffee shall be shipped promptly by the purchaser.

(g) The green coffee to be purchased at market prices by United States firms shall be shipped directly from Brazilian ports. Within a thirty-day period from the date of shipment, the IBC will compensate the buyer through "avisos de garantia" to the value of the contribution quota effective on the date of the registration of the transaction.

(h) Sales of coffee under the special allocation shall be accomplished through normal trade channels.

(i) The coffee sold under the conditions of this agreement is excluded from the price guarantee system of the IBC to foreign buyers.

(j) Effective on April 15, 1971, the Government of Brazil will remove the 13 cents per pound tax imposed upon Brazilian soluble coffee exports to the United States.

(k) The two Governments will enter into consultations concerning the operation and implementation of this agreement at the request of either Government. In the event that either Government believes that the operation of this understanding is impairing or is likely to impair the stability of the coffee market or the orderly marketing of coffee, the Governments shall enter immediately into consultations with a view to taking appropriate corrective measures.

2. If the foregoing is acceptable to the Government of Brazil, I have the honor to propose that Your Excellency's reply to that effect, together with my note, shall constitute an agreement between our two Governments regarding this matter which shall enter into force on the date of Your Excellency's reply

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

WILLIAM M. ROUNTREE

Ambassador of the United States of America

His Excellency
MARIO GIBSON BARBOZA,
Minister for Foreign Affairs,
Brasilia.

The Brazilian Minister for Foreign Affairs to the American Ambassador

AAE/DPB/DAI/40/661.333(00) BRASILIA, *em 2 de abril de 1971.*

SENHOR EMBAIXADOR,

Tenho a honra de acusar recebimento da nota de Vossa Excelência, datada de 2 de abril, do seguinte teor·

"Tenho a honra de referir-me à troca de notas de 30 de abril de 1969 e às recentes conversações entre representantes dos Governos do Brasil e dos Estados Unidos da América sôbre a questão das exportações brasileiras de café solúvel para os Estados Unidos da Améerica. É meu entendimento que os dois

Governos, tendo em conta o propósito comum de fortalecimento do Convênio Internacional do Café, concordam no seguinte.

(a) Enquanto permanecer em vigor o Convênio Internacional do Café de 1968, e enquanto estiver o mesmo sendo executado pelos dois Governos, o Instituto Brasileiro do Café (IBC) porá à disposição, anualmente, para compra pelas indústrias norte-americanas de café solúvel, uma quantidade determinada de café verde isenta da quota de contribuição. Os tipos de café liberados nos têrmos da presente nota não incluirão cafés lavados nem café embarcado pelo pôrto de Santos.

(b) Para o período de doze meses a iniciar-se a 15 de abril de 1971, a quantidade anual referida no item (a) (daqui por diante denominada "distribuição especial") será de 560.000 sacas. A mesma quantidade vigorará para cada período subseqüente de doze meses, exceto quando modificada nos têrmos do item (c) da presente nota. Se qualquer dos períodos fôr inferior a doze meses, a quantidade será reduzida proporcionalmente.

(c) Na hipótese de as exportações brasileiras de café solúvel aumentarem ou diminuirem de mais de 15% no primeiro período de doze meses em relação ao nível da distribuição especial prevista no item (b) da presente nota (convertida em libra-pêso de café solúvel na proporção prevista no Convênio Internacional do Café), qualquer dos dois Governos poderá propor a renegociação da quantidade fixada para a distribuição especial.

(d) A distribuição especial será liberada pelo IBC, para o primeiro período de doze meses e para cada período subseqüente, em favor das indústrias norte-americanas de café solúvel, na base de sua participação média na produção dos Estados Unidos da América nos dois anos mais recentes. O Govêrno dos Estados Unidos da América solicitará dessas firmas informações comprovadas sôbre sua produção de café solúvel nos anos-base e, tão pronto quanto possível durante o primeiro período e antes do início de cada período subseqüente, fornecerá tais informações ao Govêrno brasileiro para uso na distribuição especial.

(e) O café verde da distribuição especial sòmente será pôsto à disposição das firmas que se comprometam a usá-lo na industrialização de café solúvel nos Estados Unidos da América. Na hipótese de o Govêrno brasileiro ter razões para acreditar que uma firma não esteja cumprindo êsse compromisso, poderá solicitar ao Govêrno norte-americano informação relevante sôbre o assunto, e o Govêrno norte-americano fornecerá essa informação ao Govêrno brasileiro. Se,

com base nessa informação, o Govêrno brasileiro concluir que a firma não está cumprindo o compromisso, poderá cancelar a quota remanescente dessa firma na disribuição especial no período de doze meses em vigor e nos subseqüentes. O Govêrno brasileiro redistribuirá qualquer quota cancelada nos têrmos dêste parágrafo para outras firmas participantes da distribuição especial na mesma proporção de suas quotas calculadas nos têrmos do item (d) da presente nota. Até que haja uma decisão, que deverá ser tomada dentro de trinta (30) dias do recebimento da informação do Govêrno dos Estados Unidos da América, o IBC poderá suspender a expedição dos "Avisos de Garantia" mencionados no item (g) da presente nota.

(f) Cada firma habilitada poderá adquirir não mais do que um quarto de sua distribuição especial em cada trimestre. Esse café será embarcado imediatamente pelo comprador.

(g) O café verde a ser comprado a preços de mercado pelas firmas norte-americanas será embarcado diretamenta de portos brasileiros. No período de trinta dias da data do embarque, o IBC compensará o comprador através de Avisos de Garantia, no valor da quota de contribuição em vigor na data do registro da transação.

(h) As vendas de café da distribuição especial serão realizadas através dos canais comerciais normais.

(i) O café vendido nos têrmos da presente nota está excluído do sistema de garantia de preço do IBC para compradores estrangeiros.

(j) Com vigência em 15 de abril de 1971, o Govêrno brasileiro cancelará o impôsto de treze (13) centavos de dólar por libra-pêso indicente sôbre as exportações de café solúvel para os Estados Unidos da América.

(k) Os dois Governos se consultarão quanto à operação e execução das disposições acima enunciadas por solicitação de qualquer dêles. No caso de qualquer dos Governos considerar que a execução dêste entendimento esteja prejudicando ou possa prejudicar a estabilidade do mercado de café ou a comercialização ordenada do produto, os dois Governos promoverão imediatamente consultas para a adoção de medidas corretivas apropriadas.

2. Se o Govêrno brasileiro concordar com as propostas acima transcritas, tenho a honra de propor que a resposta de Vossa Excelência, juntamente com a presente nota, constituam um acôrdo entre nossos dois Governos sôbre a matéria, o qual entrará em vigor na data da resposta de Vossa Excelência."

2. Em resposta, comunico a Vossa Excelência a concordância do Govêrno brasileiro com os têrmos da nota acima.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

MARIO GIBSON BARBOZA

A Sua Excelência
o Senhor WILLIAM MANNING ROUNTREE,
Embaixador dos Estados Unidos da América.

Translation

AAE/DPB/DAI/40/661.333(00) BRASILIA, *April 2, 1971*

MR. AMBASSADOR:
I have the honor to acknowledge receipt of Your Excellency's note dated April 2, 1971, which reads as follows:

[For the English language text, see p. 654.]

2. In reply, I inform Your Excellency that the Brazilian Government concurs in the terms of the note transcribed above.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

MARIO GIBSON BARBOZA

His Excellency
WILLIAM MANNING ROUNTREE,
Ambassador of the United States of America.

MEXICO

Trade in Cotton Textiles

Agreement amending and extending the agreement of June 2, 1967, as amended and extended.
Effected by exchange of notes
Signed at Washington May 28, 1971;
Entered into force May 28, 1971.

The Secretary of State to the Mexican Ambassador

DEPARTMENT OF STATE
WASHINGTON

MAY 28, 1971

EXCELLENCY:

I have the honor to refer to the cotton textile agreement between our two Governments effected by exchange of notes dated June 2, 1967, as amended by exchange of notes dated April 30, 1971.[1] As a result of recent discussions between representatives of our two Governments, I have the honor to propose that the aforementioned agreement be further amended as provided in the following paragraphs:

A. Paragraph 1 is amended by changing the first sentence of the paragraph to read as follows: "The term of this agreement shall be from May 1, 1967 through June 30, 1971."

B. Paragraph 6 is amended by the addition of the following sentence at the end of the paragraph. "In the two-month period extending from May 1, 1971 through June 30, 1971, the level of exports permitted under such limitation shall be one-sixth of the corresponding level for the preceding twelve-month period, increased by five percent, the level for the preceding twelve-month period not to include any adjustments under paragraph 5 or 14."

C. Paragraph 14 is amended by the addition of the following subparagraph. "(d) In the event of shortfall in the agreement year ending April 30, 1971, one-sixth of the carryover that would be permitted for an agreement year by subparagraphs (a) through (c) shall be permitted for the two-month period beginning May 1, 1971."

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[1] TIAS 6265, 7109, 18 UST 558, *ante*, p. 596.

D The term "Long-Term Arrangement" in the numbered paragraphs of the agreement, as amended, shall mean the Long-Term Arrangement Regarding International Trade in Cotton Textiles, done in Geneva on February 9, 1962, as extended through September 30, 1973.[1]

If the foregoing proposal is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of Mexico shall constitute a further amendment of the cotton textile agreement effected by exchange of notes June 2, 1967, as amended.

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

For the Secretary of State:

PHILIP H. TREZISE

His Excellency
DR. JOSE JUAN DE OLLOQUI,
Ambassador of Mexico.

The Mexican Ambassador to the Secretary of State

EMBAJADA DE MEXICO

WASHINGTON, D.C.,
28 de mayo de 1971.

SEÑOR SECRETARIO:

Tengo el honor de acusar recibo de su atenta nota de esta fecha, en la que propone, en las condiciones que allí se expresan, una prórroga de un mes: del 1° al 30 de junio de 1971, del Convenio Bilateral sobre Comercio de Textiles de Algodón entre México y Estados Unidos, efectuado por medio de un cambio de notas el 2 de junio de 1967

Confirmo que el Gobierno de México está de acuerdo en la proposición presentada en su nota y que la nota de su Excelencia y esta nota de confirmación constituirán un acuerdo entre nuestros Gobiernos sobre la prórroga mencionada.

Reitero a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

OLLOQUI

José Juan de Olloqui
Embajador

Excelentísimo Señor WILLIAM P ROGERS,
Secretario de Estado,
Washington, D.C.

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[1] TIAS 5240, 6940; 13 UST 2672; 21 UST 1970.

Translation

EMBASSY OF MEXICO

WASHINGTON, D.C.
May 28, 1971

MR. SECRETARY:

I have the honor to acknowledge receipt of your note of this date, in which you propose, under the terms expressed therein, an extension of one month, from June 1 to 30, 1971, of the Bilateral Agreement on Trade in Cotton Textiles between Mexico and the United States, effected by an exchange of notes on June 2, 1967

I should like to confirm that the Government of Mexico concurs with the proposal made in your note and that Your Excellency's note and this note of confirmation shall constitute an agreement between our Governments on the aforementioned extension.

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

OLLOQUI

José Juan de Olloqui
Ambassador

His Excellency
WILLIAM P ROGERS,
Secretary of State,
Washington, D.C

NICARAGUA

Nicaraguan Canal Route: Termination of Convention of August 5, 1914

Convention signed at Managua July 14, 1970;
Ratification advised by the Senate of the United States of America February 17, 1971;
Ratified by the President of the United States of America February 26, 1971;
Ratified by Nicaragua August 10, 1970;
Ratifications exchanged at Managua April 25, 1971;
Proclaimed by the President of the United States of America June 7, 1971;
Entered into force April 25, 1971.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The convention between the United States of America and the Republic of Nicaragua for the termination of the convention respecting a Nicaraguan canal route signed at Washington on August 5, 1914, was signed at Managua on July 14, 1970, the original of which convention is annexed hereto,

The Senate of the United States of America by its resolution of February 17, 1971, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the convention,

The convention was duly ratified by the President of the United States of America on February 26, 1971, and was duly ratified on the part of the Republic of Nicaragua,

It is provided in Article III of the convention that the convention shall enter into force on the day on which the instruments of ratification are exchanged,

The instruments of ratification of the convention were duly exchanged on April 25, 1971,

Now, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the convention of July 14, 1970 between the United States of America and the Republic of Nicaragua to the end that it shall be observed and fulfilled with good faith on and after April 25, 1971, 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 seventh day of June in the year of our Lord one thousand nine hundred seventy-one
[SEAL] and of the Independence of the United States of America the one hundred ninety-fifth.

RICHARD NIXON

By the President:
JOHN N IRWIN II
Acting Secretary of State

CONVENTION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF NICARAGUA

The Government of the United States of America and the Government of Nicaragua, desirous of further strengthening the traditional bonds of friendship and cooperation long existing between their two countries, have reexamined the Convention respecting a Nicaragua canal route, signed at Washington on August 5, 1914, [1] in the light of present circumstances and needs and have concluded that the interests of both nations will best be served by terminating the Convention in all its provisions. To this end, the two Governments have agreed to the following articles.

ARTICLE I

Upon the entry into force of the present Convention, the Convention between the United States of America and the Republic of Nicaragua respecting a Nicaraguan canal route, which was signed at Washington on August 5, 1914, shall terminate.

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[1] TS 624, 39 Stat. 1661.

ARTICLE II

As a consequence of the termination of the Washington Convention of August 5, 1914, all the rights and options that the 1914 Convention accorded to the Government of the United States of America shall cease to have effect as of the date this convention enters into force.

ARTICLE III

The present Convention shall be ratified in accordance with the constitutional requirements of the contracting parties, and instruments of ratification shall be exchanged at the city of Managua as soon as possible. The present Convention shall enter into force on the day on which the instruments of ratification are exchanged. IN WITNESS WHEREOF the respective plenipotentiaries have signed the present convention. DONE in duplicate, in the English and Spanish languages, both equally authentic, at the city of Managua this fourteenth day of July, one thousand nine hundred and seventy

CONVENCION ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DE NICARAGUA.

El Gobierno de los Estados Unidos de América y el Gobierno de Nicaragua, deseosos de estrechar aún más los lazos tradicionales de amistad y cooperación existentes entre nuestros dos países, han examinado de nuevo la Convención sobre una ruta canalera por Nicaragua, firmada en Washington el 5 de Agosto de 1914, al tenor de las presentes circunstancias y necesidades, y han llegado a la conclusión de que los intereses de ambas naciones serán mejor servidos mediante la terminación de la Convención en todas sus disposiciones. A este fin, los dos Gobiernos han convenido en los siguientes artículos:

ARTÍCULO I

Dar por terminada la Convención entre los Estados Unidos de América y la República de Nicaragua sobre una ruta canalera por Nicaragua, firmada en Washington el 5 de Agosto de 1914, a la entrada en vigor de la presente Convención.

ARTÍCULO II

Como consecuencia de la terminación de la Convención de Washington del 5 de Agosto de 1914, todos los derechos y opciones concedidos por la mencionada Convención de 1914 al Gobierno de los Estados Unidos de América, quedarán sin efecto en la fecha de entrada en vigor de esta Convención.

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ARTÍCULO III

La presente Convención será ratificada de conformidad con los requisitos constitucionales de las Partes Contratantes, y los instrumentos de ratificación se canjearán en la ciudad de Managua tan pronto como sea posible. Entrará en vigor en la fecha en que dichos instrumentos de ratificación sean canjeados.

EN FE DE LO CUAL, los respectivos Plenipotenciarios suscriben la presente Convención en dos ejemplares en los idiomas inglés y español, ambos igualmente auténticos, en la ciudad de Managua, D.N., a los catorce días del mes de Julio de mil novecientos setenta.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA.

MALCOLM R. BARNEBEY

Malcolm R. Barnebey
Charge d'Affaires a.i. of the United States of America
Encargado de Negocios a.i. de los Estados Unidos de América

FOR THE GOVERNMENT OF THE REPUBLIC OF NICARAGUA.
POR EL GOBIERNO DE LA REPUBLICA DE NICARAGUA.

LORENZO GUERRERO

Lorenzo Guerrero
Minister of Foreign Affairs of Nicaragua
Ministro de Relaciones Exteriores de Nicaragua

MAURITANIA

Development Assistance

Agreement signed at Nouakchott March 23, 1971; Entered into force March 23, 1971.

GENERAL AGREEMENT SPECIAL DEVELOPMENT ASSISTANCE

I. OBJECTIVE

The purpose of this agreement is to provide a framework for assistance by the United States of America for small development activities in the Islamic Republic of Mauritania for which primary responsibility is reposed in the Government or people of the Islamic Republic of Mauritania. Such assistance shall be furnished as agreed upon by the Embassy of the United States of America ("Embassy") and the Government of the Islamic Republic of Mauritania, pursuant to the foreign Assistance Act of 1961, as amended.[1]

Such assistance will be directed toward those activities in which self-help by the Government or people of the Islamic Republic of Mauritania is an important element.

II. METHODS OF IMPLEMENTATION

A. Pursuant to this agreement the Embassy will consider requests for assistance for small development activities proposed by the Government of the Islamic Republic of Mauritania or requests for such activities which have been proposed by local authorities or private organizations within Mauritania and concurred in by the Government of the Islamic Republic of Mauritania.

B. After determination to proceed with any proposed activity, the Embassy will prepare a brief description of the activity and the responsibilities to be undertaken by the Embassy and by the Government of the Islamic Republic of Mauritania or the local authority or private organization sponsoring the activity After the Government of the Islamic Republic of Mauritania or the local authority or private organization sponsoring the activity has agreed to such a

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[1] 81 Stat. 445, 22 U.S.C. § 2151.

description, obligation of United States' funds for the activity will be by Embassy purchase order or other contractual document for the goods and services financed by the United States of America.

III. SPECIAL PROVISIONS

A. The Government of the Islamic Republic of Mauritania will make such arrangements as may be necessary so that funds introduced into Mauritania by the Embassy or any public or private agency for purposes of carrying out obligations of the United States Government hereunder shall be convertible into currency of Mauritania at the highest legal rate.

B. The Embassy shall expend funds and carry on operations pursuant to this agreement in accordance with the applicable laws and regulations of the Governments of the United States of America and of the Islamic Republic of Mauritania.

C. If the Embassy or any public or private organization furnishing commodities through United States Government financing for operations hereunder in the Islamic Republic of Mauritania is, under the laws, regulations, or administrative procedures of the Islamic Republic of Mauritania, liable for customs duties or import taxes on commodities imported into Mauritania for the purpose of carrying out an activity under this agreement, the Government of the Islamic Republic of Mauritania will pay such duties and taxes unless exemption is otherwise provided by any applicable international agreement.

D The two parties shall have the right at any time to examine operations carried out under this agreement. Either party during the term of any activity under this agreement and until three years after the completion of the activity, shall further have the right:

(1) to examine any property procured through financing by that party under this agreement, wherever such property is located, and

(2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this agreement, wherever such records may be located and maintained.

Before allocating any property financed by one of the parties for a use different from that which had been initially foreseen, the party taking such an initiative will assure that the rights of examination, inspection, and audit described in the preceding sentence are reserved to the party which did the financing.

E. Upon completion of each activity, a Completion Report shall be promptly drawn up by the Embassy, signed by appropriate representatives of the Embassy and the Government of the Islamic Republic of Mauritania, or the local authority or private organization receiving the U.S. assistance, and submitted to the Embassy and the

Government of the Islamic Republic of Mauritania. The Completion Report shall include a summary of the actual contributions by both the United States of America and the Government of the Islamic Republic of Mauritania, or other Mauritanian entity, to such activity, and shall provide a record of what was done, the objectives achieved, and related basic data. The Embassy and the Government of the Islamic Republic of Mauritania, or the appropriate Mauritanian entity, shall each furnish the other with such information as may be needed to determine the nature and scope of operations under this agreement and to evaluate the effectiveness of such operations.

F Any property furnished to the Government of the Islamic Republic of Mauritania through financing pursuant to this agreement shall, unless otherwise agreed by the United States Government, be devoted to the project until completion of the project, and thereafter shall be used so as to further the objectives sought in carrying out the project. The Government of the Islamic Republic of Mauritania, unless otherwise agreed by the United States Government, shall offer to return to the United States Government, or to reimburse the United States Government for, any property which it obtains through financing by the United States Government pursuant to this Agreement which is not used in accordance with the preceding sentence.

G. The agreement shall enter into force when signed. All or any part of the assistance provided herein may be terminated by either government if that government determines that by changed conditions such assistance is unnecessary or undersirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered. It is expressly understood that the obligations under paragraph F relating to the use of property shall remain in force after such termination.

DONE in Nouakchott, the 23rd of March, 1971 in two original copies in French and in English, the two texts being equally valid.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Robert A. Stein
Chargé d'Affaires a.i.
American Embassy
Nouakchott

FOR THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF MAURITANIA

Hamdi Ould Mouknass
Minister of Foreign Affairs

ACCORD GENERAL D'ASSISTANCE SPECIALE DE DEVELOPPEMENT

I. OBJECTIF

L'objectif de cet Accord est de fournir un cadre pour l'assistance des Etats-Unis d'Amérique à la République Islamique de Mauritanie par de petits projets de développement, dont la responsabilité principale reposera sur le Gouvernement même ou sur le peuple mauritanien. Une telle aide sera fournie selon l'Accord conclu entre l'Ambassade des Etats-Unis ("Ambassade") et la République Islamique de Mauritanie, conformément au "Foreign Assistance Act" de 1961 amendé.

Cette aide vise en premier lieu les activités dans les quelles la participation du Gourvernement ou du peuple mauritanien représente un élément important.

II. METHODES D'EXECUTION

A. Conformément à cet Accord, l'Ambassade prendra en considération les demandes d'aide pour de petits projets de développement formulées par la République Islamique de Mauritanie, des Autorités locales ou des organismes privés en Mauritanie, et avec le concours du Gouvernement de la République Islamique de Mauritanie.

B. Dès qu'il sera décidé d'entreprendre un projet proposé, l'Ambassade préparera une courte description du projet en question et définira les responsabilités assumées par l'Ambassade, le Gouvernement de la République Islamique de Mauritanie ou l'Autorités locale, ou l'organisme privé proposant le projet. A la suite de l'acceptation de cette description par le Gouvernement de la République Islamique de Mauritanie, l'Autorité locale ou l'organisme privé proposant le projet, l'engagement des fonds américains pour le materiel et les travauxc du projet financés par les Etats-Unis d'Amérique, sera fait par l'Ambassade par "Bon de Commande" ou autre document contractuel.

III. DISPOSITIONS SPECIALES

A. La République Islamique de Mauritanie fera les arrangements nécessaires afin que les fonds importés en Mauritanie par l'Ambassade ou tout autre organisme public ou privé destinés à l'exécution des engagements sous cet Accord pris par le Gouvernement américain soient convertibles en monnaie mauritanienne au taux officiel le plus élevé.

B. L'Ambassade disposera des fonds et entreprendra les opérations dans le cadre de cet Accord en accord avec les lois et règlements des Gouvernements des Etats-Unis et de la République Islamique de Mauritanie.

C. Au cas où l'Ambassade ou tout autre organisme public ou privé fournissant des biens financés par le Gouvernement des Etats-Unis pour les besoins des opérations prévues par les présentes en Mauritanie

seraient, aux termes des lois, règlements ou procédures administratives de la Mauritanie, redevables de droits de douane ou de taxes à l'importation sur les biens importés en Mauritanie en vue de poursuivre une activité dans le cadre du présent Accord, le Gouvernement de la Mauritanie acquittera lesdits droits et lesdites taxes, à moins qu'une exemption ne soit prévue d'autre part par tout accord international applicable.

D Les deux parties sont en droit, à tout moment, d'examiner les opérations effectuées dans le cadre du présent Accord. En outre, chacune d'elles conserve le droit, pendant toute la durée de l'activité entreprise en vertu du présent Accord et dans un délai de trois années après sa complète réalisation.

d'examiner tout bien obtenu grâce au financement qu'elle aura accordé au titre du présent Accord, quel que soit le lieu où ce bien se trouve situé;

d'inspecter et de vérifier tout dossier et toute comptabilité afférents aux fonds qu'elle aurait fournis dans le cadre du présent Accord, de même que tout bien et service contractuel obtenu au moyen du financement fait par elle, quel que soit le lieu où ces dossiers et cette comptabilité pourraient se trouver et être tenus à jour. Avant d'affecter tout bien financé par l'une des parties à un usage différent de celui qui était prévu au départ,

la partie qui a pris cette initiative assurera à la partie qui a financé l'acquisition du bien tous les droits d'examen, d'inspection et de vérification comptable précisés ci-dessus.

E. A la fin de chaque projet, un rapport final sera rédigé dans les meilleurs délais par les Autorités compétentes de l'Ambassade et sera signé par la République Islamique de Mauritanie, l'Autorité locale ou l'organisme privé ayant bénéficié de l'aide américaine, et ce rapport signé sera remis à l'Ambassade et à la République Islamique de Mauritanie. Le rapport final comprendra en outre un résumé des contributions actuelles au projet effectuées par les EtatsèUnis d'Amérique et par la République Islamique de Mauritanie ou autres organismes mauritaniens et comprendra les informations relatives au travail exécuté, les objectifs obtenus et tous les détails de base y afférents. L'Ambassade ainsi que la République Islamique de Mauritanie ou l'organisme mauritanien compétent se rendront mutuellement les informations nécessaires afin de pouvoir déterminer la nature et la portée des opérations prévues par cet Accord et d'évaluer l'efficacité de ces opérations.

F Tout bien fourni au Gouvernement de la Mauritanie grâce au financement accordé en vertu du présent Accord sera consacré au projet jusqu'à sa complète réalisation, à moins que le Gouvernement des Etats-Unis n'accepte qu'il en soit autrement, après quoi, ledit bien sera utilisé dans le but de favoriser la réalisation des objectifs que vise l'exécution du projet. Le Gouvernement de la Mauritanie, à moins que le Gouvernement des Etats-Unis n'accepte qu'il en soit

autrement, devra offrir au Gouvernement des Etats-Unis de le rembourser ou de lui restituer tout bien qu'il a obtenu grâce au financement accordé par le Gouvernement des Etats-Unis en vertu du présent Accord et qui ne serait pas utilisé conformément aux dispositions du présent paragraphe.

G. Le présent Accord entrera en vigueur lors de sa signature. Il pourra être mis fin à tout ou partie de l'aide prévue par les présentes par l'un ou l'autre des Gouvernements si le Gouvernement interessé juge que des changements sont survenus qui rendent cette aide inutile ou peu souhaitable. L'extinction de l'aide prévue par la présente disposition peut s'effectuer en mettant fin aux livraisons de tout bien prévue par le présent Accord et non encore livré. Il est expressément entendu que les obligations stipulées au paragraphe F relativement à l'utilisation des biens demeureront en vigueur après ladite extinction.

FAIT à Nouakchott, le 23 mars 1971 en double exemplaires en langues française et anglaise, les deux textes faisant également foi.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMÉRIQUE

Robert A. Stein
Chargé d'Affaires a.i.

POUR LE GOUVERNEMENT DE LA RÉPUBLIC ISLAMIQUE DE MAURITANIE

Hamdi Ould Mouknass
Ministre des Affaires Etrangères.

TURKEY

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of June 10, 1955, as amended. Signed at Washington May 20, 1971, Entered into force June 9, 1971.

AMENDMENT TO AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF TURKEY CONCERNING CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of the Republic of Turkey,

Desiring to amend the Agreement for Cooperation Concerning Civil Uses of Atomic Energy Between the Government of the United States of America and the Government of the Republic of Turkey, signed at Washington on June 10, 1955 (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreements signed at Washington on April 27, 1961, June 3, 1965, and May 11, 1966, [1]

Agree as follows

ARTICLE I

Article VI bis of the Agreement for Cooperation, as amended, is amended to read as follows

> "The application of safeguards to materials and facilities subject to safeguards under this Agreement will be carried out in accordance with the multilateral safeguards transfer agreement signed by the Government of the United States of America and the Government of the Republic of Turkey and the International Atomic Energy Agency on September 30, 1968, [2] as it may be amended from time to time, or in accordance with a safeguards agreement between the Government of the Republic of Turkey

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[1] TIAS 3320, 4748, 5828, 6040, 6 UST 2703, 12 UST 519; 16 UST 886, 17 UST 827.

[2] TIAS 6692, 20 UST 780.

and the International Atomic Energy Agency pursuant to Article III of the Treaty on the Non-Proliferation of Nuclear Weapons, [1] it being understood in both cases that the safeguards rights accorded the Government of the United States of America under this Agreement will be suspended during the time and to the extent that the Government of the United States of America agrees that the need to exercise such rights is satisfied by a safeguards agreement as contemplated in this paragraph."

ARTICLE II

The following new Article is added directly after Article VII of the Agreement for Cooperation

"ARTICLE VII bis

"Either Party may propose in writing to the other Party amendments to this Agreement. The two Parties shall thereupon enter into consultations with regard to such proposed amendments."

ARTICLE III

Article VIII of the Agreement for Cooperation, as amended, is amended by deleting the date "June 9, 1971" and inserting in lieu thereof the date "June 9, 1981"

ARTICLE IV

Either Government may terminate the Agreement for Cooperation by giving the other Government two years' written notice of intent to terminate, in which event the Agreement will terminate at the end of the two-year period. On termination, each Government shall have the same rights as if the Agreement had expired on the date of termination.

ARTICLE V

This Amendment shall enter into force on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for entry into force of such Amendment [2] and shall remain in force for the period of the Agreement for Cooperation, as hereby amended.

[1] TIAS 6839, 21 UST 487.

[2] June 9, 1971.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed this Amendment.

DONE at Washington, in duplicate, this twentieth day of May, 1971.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

JOSEPH JOHN SISCO

GLENN T SEABORG

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY

MELIH ESENBEL

ISRAEL

Agricultural Commodities

Agreement amending the agreement of February 9, 1971.
Effected by exchange of notes
Signed at Washington June 4, 1971;
Entered into force June 4, 1971.

The Secretary of State to the Israel Ambassador

DEPARTMENT OF STATE
WASHINGTON

JUNE 4, 1971

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on February 9, 1971, [1] and to propose an amendment as follows: in the Commodity Table in Part II, Item I, increase the maximum export market value for feedgrains to dollars 35.2 million and the quantity to 600,000 MT, and decrease the maximum export market value for wheat/wheat flour to dollars 12.3 million and the quantity to 190,000 MT.

All other terms and conditions of the February 9, 1971 Agreement remain the same.

If the foregoing is acceptable to your Government, I have the honor to propose that this note and your reply concurring therein constitute an agreement between our two Governments to enter into force on the date of your note in reply.

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

For the Acting Secretary of State:

JOSEPH JOHN SISCO

His Excellency
LIEUTENANT GENERAL YITZHAK RABIN,
Ambassador of Israel.

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[1] TIAS 7052; *ante*, p. 216.

The Israel Ambassador to the Secretary of State

EMBASSY OF ISRAEL
WASHINGTON, D.C.

שגרירות ישראל
וושינגטון

AO/219

4 JUNE 1971

SIR:

I have the honor to refer to the Department Note of today's date in which an amendment to the Agricultural Commodities Agreement between our two Governments of February 9, 1971, is proposed as follows:

> "In the commodity table in Part II, Item I, increase the maximum export market value for feedgrains to dollars 35.2 million and the quantity to 600,000 MT, and decrease the maximum export market value for wheat/wheat flour to dollars 12.3 million and quantity to 190,000 MT. All other terms and conditions of the February 9, 1971 agreement remain the same."

The foregoing amendment is acceptable to the Government of Israel and we concur that this constitute an agreement between our two Governments to enter into force on this date.

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

Y. RABIN

Y. Rabin, *Lt. Gen. (Res.)*
Ambassador

The Honorable
WILLIAM P. ROGERS
Secretary of State
Washington, D.C.

BELGIUM

Additions to Visa Schedule

Agreement amending the agreement of May 3 and 23, 1962.
Effected by exchange of notes
Dated at Brussels March 9 and April 20, 1971;
Entered into force April 20, 1971.

The American Embassy to the Belgian Ministry of Foreign Affairs

No. 32

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the Embassy's Note No. 123 of May 3, 1962 [1] concerning the issuance of visas on a reciprocal basis to nationals of Belgium.

Inasmuch as several categories of visas have been added and other changes have been made to the schedule contained in the Embassy's Note under reference, the Embassy is submitting hereunder a new complete schedule for the Ministry's information and approval.

Class	Visa Symbol	Validity of Visa	Number of Times Visa May be Used
Ambassador, Public Minister, Career diplomatic or consular officer, and members of immediate family	A–1	48 months	multiple
Other foreign Government Official or employee, and members of immediate family	A–2	48 months	multiple
Attendant, servant or personal employee of A–1 and A–2 classes, and members of immediate family	A–3	48 months	multiple
Temporary Visitor for Business	B–1	Indefinitely	multiple
Temporary Visitor for Pleasure	B–2	Indefinitely	multiple
Person in transit	C–1	48 months	multiple
Person in transit to United Nations Headquarters District under §11(3), (4) or (5) of the Headquarters Agreement [2]	C–2	12 months	multiple

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[1] Exchange of notes of May 3 and 23, 1962. TIAS 5071; 13 UST 1246.
[2] TIAS 1676; 61 Stat. 3423.

Class	Visa Symbol	Validity of Visa	Number of Times Visa May be Used
Belgian Government official, members of immediate family, attendant, servant or personal employee, in transit	C-3	48 months	multiple
Crewman (seaman or airman)	D	48 months	multiple
Treaty merchant, spouse and children	E-1	48 months	multiple
Treaty investor, spouse and children	E-2	48 months	multiple
Student	F-1	48 months	multiple
Spouse and children of student	F-2	48 months	multiple
Principal resident representative of Belgian Government to International Organization, his staff and members of immediate family	G-1	48 months	multiple
Other representative of Belgian Government to International Organization, and members of immediate family	G-2	48 months	multiple
International Organization officer or employee, and members of immediate family	G-4	48 months	multiple
Attendant, servant, or personal employee of G-1, G-2 and G-4 classes, and members of immediate family	G-5	48 months	multiple
Temporary worker of distinguished merit and ability	H-1	Period of authorized employment not exceeding 48 months	multiple
Other temporary worker skilled or unskilled	H-2	Period of authorized employment not exceeding 48 months	multiple
Industrial trainee	H-3	Period of employment authorized not exceeding 48 months	multiple
Spouse and children of H-1, H-2 and H-3 classes	H-4	Period of authorized employment of Principal Applicant	multiple
Representative of Foreign information media, spouse and children	I	48 months	multiple
Exchange visitor	J-1	48 months	multiple
Spouse and children of Exchange visitor	J-2	48 months	multiple
Fiancé(e) of United States citizen	K-1	6 months	one entry

Class	Visa Symbol	Validity of Visa	Number of Times Visa May be Used
Minor child of Fiancé(e) of United States citizen	K–2	6 months	one entry
Intracompany transferee (Executive, managerial and specialized personnel continuing employment with international firm or corporation)	L–1	Period of authorized employment not exceeding 48 months	multiple
Spouse and children of L–1 class	L–2	Period of authorized employment of Principal Applicant	multiple

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

AFF

EMBASSY OF THE UNITED STATES OF AMERICA
Brussels, March 9, 1971.

The Belgian Ministry of Foreign Affairs and Foreign Trade to the American Embassy

MINISTERE
DES
AFFAIRES ETRANGERES
ET DU
COMMERCE EXTERIEUR
Direction Générale de la Chancellerie
et du Contentieux

SECTION; PASSEPORTS ET VISAS

N° 2202/Pr./USA

BRUXELLES, RUE DEFACQZ, 1
1050 BRUXELLES
le 20-4-1971

Le Ministère des Affaires Etrangères et du Commerce Extérieur a l'honneur d'accuser réception de la note de l'Ambassade des Etats-Unis d'Amérique n° 32, datée du 9 mars 1971, et conçue dans les termes suivants:

"L'Ambassade des Etats-Unis d'Amérique présente ses compliments au Ministère des Affaires Etrangères et a l'honneur de se référer à la note de l'Ambassade n° 123 du 3 mai 1962, concernant la délivrance de visas sur base de réciprocité aux ressortissants belges.

Etant donné que plusieurs catégories de visas ont été ajoutées et que d'autres modifications ont été apportées à la liste figurant dans la note précitée de l'Ambassade, celle-ci soumet au Ministère, pour information et approbation, une nouvelle liste complète.

Classe	Catégorie de visa	Validité du visa	Nombre de fois ce visa peut être employé
Ambassadeur, Ministre du gouvernement, officier de carrière diplomatique ou consulaire, et membres de famille immédiate	A-1	48 mois	multiple
Autre fonctionnaire ou employés de gouvernement étranger, et membres de famille immédiate	A-2	48 mois	multiple
Domestique, serviteur, ou employé à titre privé, des catégories A-1 et A-2, et membres de famille immédiate	A-3	48 mois	multiple
Visiteur temporaire pour affaire	B-1	indéfiniment	multiple
Visiteur temporaire de tourisme	B-2	indéfiniment	multiple
Personne en transit	C-1	48 mois	multiple
Personne en transit au Quartier général des Nations Unies sous § 11(3), (4) ou (5) de la convention du Quartier général	C-2	12 mois	multiple
Fonctionnaire du gouvernement belge, membres de famille immédiate, domestique, serviteur ou employé à titre privé, en transit	C-3	48 mois	multiple
Membre d'équipage (marine ou aviation)	D	48 mois	multiple
Commerçant sous convention, épouse et enfants	E-1	48 mois	multiple
Investisseur sous convention, épouse et enfants	E-2	48 mois	multiple
Etudiant	F-1	48 mois	multiple
Epouse et enfants d'étudiant	F-2	48 mois	multiple
Représentant principal residant du gouvernement belge auprès d'organisation internationale, son personnel, et membres de famille immédiate	G-1	48 mois	multiple
Autre représentant du gouvernement belge auprès d'organisation internationale, et membres de famille immédiate	G-2	48 mois	multiple
Officier ou employé d'organisation internationale, et membres de famille immédiate	G-4	48 mois	multiple
Domestique, serviteur, ou employé à titre privé des catégories G-1, G-2, ou G-4 et membres de famille immédiate	G-5	48 mois	multiple

TIAS 7124

66-169 O - 72 - 44

Classe	Catégorie de visa	Validité du visa	Nombre de fois ce visa peut être employé
Travailleur temporaire de qualité et de mérite exceptionnels	H-1	période d'emploi autorisée n'excédant pas 48 mois	multiple
Autre travailleur temporaire qualifié ou non	H-2	période d'emploi autorisée n'excédant pas 48 mois	multiple
Stagiaire industriel	H-3	période d'emploi autorisée n'excédant pas 48 mois	multiple
Epouse et enfants des catégories H-1, H-2 et H-3	H-4	période d'emploi du principal requérant	multiple
Journaliste, épouse et enfants	I	48 mois	multiple
Visiteur sous programme d'échange	J-1	48 mois	multiple
Epouse et enfants de visiteur sous programme d'échange	J-2	48 mois	multiple
Fiancé(e) d'un(e) citoyen(ne) des Etats-Unis	K-1	6 mois	1 entrée
Enfant mineur d'un(e) fiancé(e) d'un(e) citoyen(ne) des Etats-Unis	K-2	6 mois	1 entrée
Personnel transféré à l'intérieur d'une entreprise internationale (personnel exécutif, administratif et spécialisé continuant à exercer un emploi avec une firme ou une Société internationale)	L-1	période d'emploi autorisée n'excédant pas 48 mois	multiple
Epouse et enfants de la catégorie L-1	L-2	période d'emploi autorisée du principal requérant	multiple

L'Ambassade saisit cette occasion de renouveler au Ministère l'assurance de sa haut considération."

Le Département a l'honneur d'informer l'Ambassade que le Gouvernement belge marque son accord sur la lettre reproduite ci-dessus et saisit l'occasion de Lui renouveler l'expression de sa très haute considération.

[SEAL]

A L'AMBASSADE DES ETATS
UNIS D'AMÉRIQUE
à Bruxelles

TIAS 7124

Translation

MINISTRY OF FOREIGN AFFAIRS
AND FOREIGN TRADE
BUREAU OF CONSULAR AND LEGAL AFFAIRS

PASSPORT AND VISA SECTION

BRUSSELS
April 20, 1971

No. 2202/Pr./USA

The Ministry of Foreign Affairs and Foreign Trade has the honor to acknowledge receipt of note No. 32, dated March 9, 1971, from the Embassy of the United States of America, which reads as follows:

[For the English language text, see p. 678.]

The Department has the honor to inform the Embassy that the Belgian Government agrees to the text transcribed above and it avails itself of this occasion to renew to the Embassy the assurances of its very high consideration.

[SEAL]

EMBASSY OF THE UNITED STATES
OF AMERICA,
Brussels.

CANADA

Remote Sensing from Satellites and Aircraft

Agreement effected by exchange of notes
Signed at Washington May 14, 1971;
Entered into force May 14, 1971.

The Canadian Ambassador to the Secretary of State

CANADIAN EMBASSY AMBASSADE DU CANADA

WASHINGTON, D.C.
May 14, 1971.

No. 116

DEAR MR. SECRETARY,

I have the honour to refer to discussions between representatives of the Canadian Department of Energy, Mines and Resources and the United States National Aeronautics and Space Administration regarding proposals for a joint program in the field of experimental remote sensing from satellites and aircraft. The objectives of the proposed program are to study the application of earth observation satellites to the detection of environmental conditions at and near the surface of the earth.

The proposed program and the details for its implementation have been incorporated in the attached annex. It is understood that implementation and direction of the Canadian participation in the proposed program shall be the responsibility of the Department of Energy, Mines and Resources and that implementation and direction of the United States participation shall be the responsibility of the National Aeronautics and Space Administration. It is further understood that the proposed program shall be without prejudice to any rights and obligations of our governments under international law with respect to remote sensing activities.

If the proposed program meets with the approval of your government, I have the honour to propose that this note together with the annex hereto, which are authentic in English and French, and your reply to that effect, shall constitute an agreement between our two govern-

ments for cooperation in a joint program of experimental remote sensing from satellites and aircraft, to be effective from the date of your reply for a period of four years unless terminated earlier by either government upon six months notice, or extended by the mutual agreement of the two governments.

M CADIEUX
Ambassador

The Honourable WILLIAM P. ROGERS
Secretary of State,
Washington, D.C.

ANNEX

(A) The Canadian Department of Energy, Mines and Resources (EMAR) and the U.S. National Aeronautics and Space Administration (NASA) desire to collaborate on a four-year joint experimental program in the field of experimental remote sensing from satellites and aircraft of environmental conditions at and near the surface of the earth.

(B) The objectives of this cooperative program are:

(1) to advance the technology of remote sensing from spacecraft and aircraft as applied to the monitoring of environmental conditions (air, water, land and vegetation), the detection and delineation of areas of stress in crops and forests, and the mapping of the movements of ice and ocean currents in the waters contiguous to Canada and the United States, and;

(2) to carry out thematic mapping of such phenomena as geology, hydrology, vegetation and soils.

(C) Accordingly, to carry out this joint experimental program, EMAR will receive data from NASA's Earth Resources Technology Satellite (ERTS) from ground stations located within Canada and will handle and analyze such data at data handling and analysis centers in Canada. It is understood that the data acquired by the U.S.A. Earth Resources Experimental Package (EREP) on the Skylab mission will also be made available. It is further understood that ERTS data acquired by EMAR and NASA will be made available as soon as practicable to the international community.

(D) EMAR and NASA will bear the capital and operational costs of the ground readout stations and data handling and analysis centers

to be used to support the program in their respective countries. There will be no exchange of funds between EMAR and NASA.

(E) As in the United States, test areas will be designated within Canada and EMAR agrees to exchange with NASA ground truth and aircraft data, and any reports on Canadian and U.S. test areas, as mutually agreed. Coordination and/or exchange of airborne test flights within designated test areas in the U.S. and Canada may be arranged as mutually agreed.

(F) It is intended that this program be implemented under the general direction of a senior official designated by EMAR and of a senior official designated by NASA.

(G) In addition, EMAR and NASA will each designate a program manager who will be responsible for coordinating the agreed functions and responsibilities of each agency with respect to the other. The program managers will be co-chairman of a joint working group whose members will be designated by EMAR and NASA. This group will be the principal mechanism for assuring the execution of the program and for keeping both sides informed of the program's status at each stage.

(H) Exchange of technical personnel will take place as mutually agreed.

(I) EMAR and NASA will freely share and exchange, upon request, all data and technical information mutually agreed to be necessary for the conduct of the joint program of data acquisition and processing.

(J) Results of investigations in this joint program will be made available in general through distribution centers and through publication in appropriate journals.

(K) EMAR and NASA may release general information to the public regarding the conduct of their own portions of the program as desired.

(L) EMAR and NASA will assure that the program is appropriately recorded in still and motion picture photography and that the photography is made available to the other agency on request for public information purposes.

(M) It is understood that this program is experimental in character and subject to change in accordance with changing technical requirements and opportunities. Therefore, the details of this program for experimental remote sensing from satellites and aircraft may be modified by the mutual agreement of EMAR and NASA.

(N) EMAR and NASA will use their best efforts to arrange for free customs clearance for equipment required in this program.

(O) It is understood that the ability of EMAR and NASA to carry out the measures assigned to them is subject to the availability of appropriated funds.

French Text of the Canadian Note

CANADIAN EMBASSY AMBASSADE DU CANADA

N° 116 WASHINGTON, *le 14 mai 1971*

MONSIEUR LE SECRÉTAIRE D'ETAT,

J'ai l'honneur de me référer aux entretiens qui ont eu lieu entre les représentants du ministère canadien de l'Energie, des Mines et des Ressources et l'Administration nationale de l'aéronautique et de l'espace des Etats-Unis relativement à des propositions concernant un programme commun dans le domaine de l'expérimentation de la perception à distance à partir de satellites et d'aéronefs. Le programme envisagé a pour but d'étudier l'application des satellites d'observation de la terre à la découverte des conditions de l'environnement à la surface et près de la surface de la terre.

Le programme envisagé et les détails de son exécution ont été fixés dans l'annexe ci-jointe. Il est entendu que le ministère canadien de l'Energie, des Mines et des Ressources aura la charge de la direction et de l'exécution de la partie du programme incombant au Canada et que l'Administration nationale de l'aéronautique et de l'espace se chargera de la direction et de l'exécution de celle qui incombe aux Etats-Unis. Il est entendu de plus que le programme envisagé réservera tous les droits et obligations que possèdent nos Gouvernements en vertu du droit international en ce qui concerne les activités touchant à la perception à distance.

Si le programme proposé rencontre l'accord de votre Gouvernement, j'ai l'honneur de proposer que la présente note et son annexe, qui font foi en anglais et en français, ainsi que votre réponse à cet effet, constituent un accord de coopération entre nos deux Gouvernements en vue de la réalisation d'un programme commun d'expérimentation de perception à distance à partir de satellites et d'aéronefs, qui prendra effet à compter de la date de votre réponse pour une période de quatre ans, à moins qu'il ne soit dénoncé auparavant par l'un ou l'autre des deux Gouvernements sur préavis de six mois, ou qu'il ne soit prorogé par consentement mutuel des deux Gouvernements.

M CADIEUX
L'Ambassadeur

L'Honorable WILLIAM P. ROGERS,
Secrétaire d'Etat,
Washington, D.C.

ANNEXE

A) Le ministère canadien de l'Energie, des Mines et des Ressources (EMAR) et l'Administration nationale de l'Aéronautique et de l'Espace des Etats-Unis (NASA) désirent collaborer à un programme expérimental commun de quatre ans dans le domaine de la perception expérimentale à distance, à partir de satellites et d'aéronefs, des conditions de l'environnement à la surface ou près de la surface de la terre.

B) Ce programme de coopération a pour objectifs:

1) de faire progresser les applications de la perception à distance à partir d'astronefs et d'aéronefs au contrôle des conditions de l'environnement (air, eau, terre et végétation), à la découverte et à la délimitation des zones de tension dans les cultures et les forêts, et au tracé des cartes du mouvement des glaces et des courants océaniques dans les eaux contiguës au Canada et aux Etats-Unis, et 2) d'établir un mode thématique de cartes des phénomènes d'ordre géologique et hydrologique, de la végétation et des sols.

C) En conséquence, et pour s'acquitter de ce programme expérimental commun, l'EMAR recevra des données des satellites technologiques des ressources terrestres (ERTS) de la NASA à partir de stations au sol situées au Canada et manutentionnera et analysera ces données dans des centres de manutention et d'analyse de données situées au Canada. Il est entendu que les données obtenues à la suite de la série d'expériences sur les ressources terrestres effectuée à bord du *Skylab* (laboratoire spatial) seront aussi disponibles. Il est entendu de plus que les données provenant des satellites technologiques des ressources terrestres (ERTS) obtenues par l'EMAR et la NASA seront mises aussitôt que possible à la disposition de la communauté internationale.

D) L'EMAR et la NASA assumeront tous les frais d'établissement et de fonctionnement des stations au sol de déchiffrage, ainsi que des centres de manutention et d'analyse de données qui serviront à soutenir le programme dans leur pays respectif. Il n'y aura aucun échange de fonds entre l'EMAR et la NASA.

E) Tout comme aux Etats-Unis, des zones d'essais seront désignées au Canada et l'EMAR accepte d'échanger avec la NASA, comme il a été convenu, les informations au sol et les données concernant les aéronefs, de même que tous les rapports sur les zones d'essai du Canada et des Etats-Unis. La coordination et (ou) l'échange de vols d'essai aéroportés pourront être organisés comme il a été convenu dans des zones d'essai situées aux Etats-Unis et au Canada.

F) On veut que ce programme soit exécuté sous la direction générale d'un fonctionnaire supérieur désigné par l'EMAR et d'un fonctionnaire supérieur désigné par la NASA.

G) Chaque organisme désignera de plus un directeur du programme qui aura la charge de coordonner les fonctions convenues et les tâches de chacun des organismes vis-à-vis de l'autre. Les directeurs du programme présideront ensemble un groupe de travail mixte dont les membres seront désignés par l'EMAR et par la NASA. Ce groupe constituera l'organe principal destiné à assurer l'exécution du programme et à tenir les deux parties informées de l'état d'avancement du programme à chacun de ses stades.

H) On procédera comme il est convenu à l'échange de techniciens.

I) L'EMAR et la NASA partageront et échangeront librement sur demande toutes les données et les renseignements techniques que l'on estimera, d'un commun accord, nécessaires pour la direction du programme commun d'acquisition et de traitement des données.

J) Les résultats des recherches effectuées dans le cadre de ce programme commun seront mis à la disposition des intéressés en général au moyen de centres de diffusion et grâce à leur publication dans des journaux appropriés.

K) L'EMAR et la NASA pourront rendre publics les renseignements d'ordre général relatifs à la conduite de la partie du programme qui les concerne.

L) L'EMAR et la NASA prendront toutes dispositions pour que le programme soit correctement enregistré au moyen de photographies et de films cinématographiques et pour que cette documentation soit tenue sur demande à la disposition de l'autre organisme à des fins d'information du public.

M) Il est entendu que le présent programme est de nature expérimentale et sera sujet à des modifications en fonction de l'évolution des exigences techniques et des circonstances. Par conséquent, les détails du présent programme concernant la perception expérimentale à distance à partir de satellites et d'aéronefs pourront être modifiés du consentement mutuel de l'EMAR et de la NASA.

N) L'EMAR et la NASA feront tout leur possible pour assurer le libre passage en douane du matériel nécessité par le présent programme.

O) Il est entendu que l'exécution par l'EMAR et par la NASA des tâches qui leur sont assignées est subordonnée à la mise en disponibilité des fonds nécessaires.

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE
WASHINGTON

MAY 14, 1971

EXCELLENCY:

I have the honor to refer to your note of May 14, 1971 with attached Annex regarding a joint program in the field of experimental remote sensing from satellites and aircraft.

The proposed program meets with the approval of my Government and my Government concurs in your proposal that your note, together with the Annex thereto, which are authentic in English and French, and this reply shall constitute an agreement between our two Governments for cooperation in a joint program of experimental remote sensing from satellites and aircraft, to be effective on the date of this reply for a period of four years unless terminated earlier by either Government upon six months notice, or extended by mutual agreement of the two Governments.

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

For the Secretary of State:
HERMAN POLLACK

His Excellency
MARCEL CADIEUX,
Ambassador of Canada.

CEYLON

Telecommunication: Facilities of Radio Ceylon

Agreement extending the agreement of May 12 and 14, 1951, as amended and extended.
Effected by exchange of notes
Signed at Colombo January 12 and April 26, 1971;
Entered into force April 26, 1971.

The American Ambassador to the Ceylonese Prime Minister and Minister of Defense and External Affairs

No. 12 COLOMBO, *January 12, 1971.*

EXCELLENCY:

I have the honor to refer to the Notes exchanged between the Government of the United States of America and the Government of Ceylon, dated May 12, 1951, and May 14, 1951,[1] concerning the installation by the Government of the United States of America of certain radio transmission and associated equipment for use by Radio Ceylon for the broadcast of "Voice of America" programs over Radio Ceylon. I refer also to the extension of that Agreement agreed on in the Notes exchanged between the Government of the United States of America and the Government of Ceylon, dated July 14, 1954 and August 23, 1954, and to the further extension and modification contained in the Notes exchanged between the Government of the United States of America and the Government of Ceylon dated April 30, 1962.[2]

In accordance with our conversations regarding the further extension of these Agreements, I have the honor to inform you that my Government proposes such extension to be for five years, until the 14th day of May, 1976.

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[1] TIAS 2259; 2 UST 1041.
[2] TIAS 4436, 5037; 11 UST 229; 13 UST 972.

If the foregoing proposal is agreeable to the Government of Ceylon, the Government of the United States of America proposes that this Note and your reply concurring therein shall constitute an Agreement between the two Governments to enter into force on the date of your Note in reply.

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

ROBERT STRAUSZ-HUPÉ

Her Excellency,
SIRIMAVO R. D. BANDARANAIKE,
Prime Minister of Ceylon,
Minister of Defence and External Affairs,
Colombo.

The Ceylonese Prime Minister and Minister of External Affairs to the American Ambassador

PRIME MINISTER,
CEYLON

COLOMBO,
April 26, 1971.

No. EA/US/12(1)

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of your Note to me of January 12th, 1971, the text of which is as follows:

> "I have the honour to refer to the Notes exchanged between the Government of the United States of America and the Government of Ceylon, dated May 12, 1951, and May 14, 1951, concerning the installation by the Government of the United States of America of certain radio transmission and associated equipment for use by Radio Ceylon for the broadcast of 'Voice of America' programs over Radio Ceylon. I refer also to the extension of that Agreement agreed on in the Notes exchanged between the Government of the United States of America and the Government of Ceylon, dated July 14, 1954 and August 23, 1954, and to the further extension and modification contained in the Notes exchanged between the Government of the United States of America and the Government of Ceylon dated April 30, 1962.

In accordance with our conversations regarding the further extensions of these Agreements, I have the honour to inform you that my Government proposes such extension to be for five years, until the 14th day of May, 1976.

If the foregoing proposal is agreeable to the Government of Ceylon, the Government of the United States of America proposes that this Note and your reply concurring therein shall constitute an Agreement between the two Governments to enter into force on the date of your Note in reply."

The proposals contained in your Note are acceptable to my Government. I have noted that your Note, together with this Note in reply, concurring therein, shall constitute an agreement between our two Governments to enter into force on the date of this reply.

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

SIRIMAVO R D BANDARANAIKE

Prime Minister
and Minister of External Affairs

His Excellency ROBERT STRAUSZ-HUPÉ,
Ambassador of the United States
of America in Ceylon,
Colombo.

JAMAICA

Alien Amateur Radio Operators

Agreement effected by exchange of notes
Signed at Kingston March 4 and April 28, 1971;
Entered into force April 28, 1971.

The American Embassy to the Jamaican Ministry of External Affairs

No. 13

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of the Government of Jamaica and has the honor to refer to conversations between representatives of the Government of Jamaica and representatives of the Government of the United States of America relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959. [1]

Pursuant to Section 303 (*l*) (2) and 310(a) of the Communications Act of 1934 as amended (47 U.S.C. 303 (*l*) (2), 310(a), the Government of the United States of America proposes to conclude an agreement with respect to this matter as follows:

1. An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of the other Government.

2. The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.

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[1] TIAS 4893, 12 UST 2633.

3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the right of cancellation at the convenience of the issuing Government at any time.

Upon the receipt of a reply note from the Ministry of External Affairs indicating the concurrence of the Government of Jamaica, it will be considered that this note and the reply note constitute an agreement between the two Governments, such agreement to be in force as of the date of the reply note and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

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

EMBASSY OF THE UNITED STATES OF AMERICA
Kingston, March 4, 1971.

The Jamaican Ministry of External Affairs to the American Embassy

JAMAICAN FOREIGN SERVICE

81/049

The Ministry of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge the receipt of the Embassy's Note No. 13 of the 4th March, 1971, which reads as follows

"No. 13

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of the Government

of Jamaica and has the honor to refer to conversations between representatives of the Government of Jamaica and representatives of the Government of the United States of America relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959.

Pursuant to Section 303 (*l*) (2) and 310(a) of the Communications Act of 1934 as amended (47 U.S.C. 303 (*l*) (2), 310(a), the Government of the United States of America proposes to conclude an agreement with respect to this matter as follows

1. An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of the other Government.

2. The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.

3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the right of cancellation at the convenience of the issuing Government at any time.

Upon the receipt of a reply note from the Ministry of External Affairs indicating the concurrence of the Government of Jamaica, it will be considered that this note and the reply note constitute an agreement between the two Governments, such agreement to be in force as of the date of the reply note and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

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

EMBASSY OF THE UNITED STATES
OF AMERICA
Kingston, March 4, 1971"

The Ministry of External Affairs has the honour to inform the Embassy of the United States of America that the proposed arrangements are acceptable to the Government of Jamaica which also regards the Embassy's Note and this reply as constituting an Agreement between the two Governments in this matter, which shall enter into force as of today's date.

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

[SEAL]

MINISTRY OF EXTERNAL AFFAIRS,
Kingston, Jamaica.
April 28, 1971.

TIAS 7127

REPUBLIC OF KOREA

Relief Supplies and Equipment Port and Inland Transportation Charges

Agreement amending the agreement of April 22 and May 2, 1955, as amended.
Effected by exchange of notes
Signed at Seoul March 19 and May 19, 1971,
Entered into force May 19, 1971,
Effective April 1, 1970.

The American Ambassador to the Korean Minister of Foreign Affairs

No. 735 SEOUL, *March 19, 1971*

EXCELLENCY

I have the honor to refer to the Agreement on Voluntary Relief Activities between our two governments effected by exchange of notes at Seoul on April 22, 1955, and May 2, 1955, and to the exchange of notes between our two governments dated November 9, 1962, and December 28, 1962,[1] which amended the Memorandum of Interpretation to this agreement. I wish to propose that paragraph 4 of the Agreement on Voluntary Relief Activities, as amended, which relates to port and inland transportation charges related to Voluntary Agency supplies and equipment, including Food for Peace commodities, be amended to read as follows

> "The Government of the Republic of Korea shall set aside and make available funds to defray all costs associated with moving supplies from the end of ship's tackle at the port of discharge to points of distribution within the country and shall in this regard bear the cost of any storage and handling charges incurred as a function of the distribution activity, provided that the Korean Government has participated in the allocation and distribution of the said supplies and equipment."

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[1] TIAS 3264, 5257; 6 UST 1189, 13 UST 3838.

If this amendment is acceptable to your Government, this note and your note in reply concurring therein shall constitute an agreement between our two governments amending the above referenced Agreement on Voluntary Relief Activities as amended by the exchange of notes between our two governments dated November 9, 1962, and December 28, 1962. In this regard paragraph 5 of the above referenced Memorandum of Interpretation shall be deemed modified to take the foregoing paragraph 4 of the Agreement, as amended herein, into account.

This Amendment shall be considered as having become effective as of April 1, 1970.

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

WILLIAM J PORTER

His Excellency
CHOI KYU HAH,
Minister of Foreign Affairs,
Seoul.

The Korean Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF KOREA

MINISTRY OF FOREIGN AFFAIRS

OBJ-518

SEOUL, *May 19 1971*

EXCELLENCY,

I have the honour to acknowledge the receipt of Your Excellency's note of No. 735 dated March 19, 1971 which reads as follows

"I have the honor to refer to the Agreement on Voluntary Relief Activities between our two governments effected by exchange of notes at Seoul on April 22, 1955, and May 2, 1955, and to the exchange of notes between our two governments dated November 9, 1962, and December 28, 1962, which amended the Memorandum of Interpretation to this agreement. I wish to propose that paragraph 4 of the Agreement on Voluntary Relief Activities, as amended, which relates to port and inland transportation charges related to Voluntary Agency supplies and equipment, including Food for Peace commodities, be amended to read as follows

'The Government of the Republic of Korea shall set aside and make available funds to defray all costs associated with moving supplies from the end of ship's tackle at the port of discharge to points of distribution within the country and shall in this regard bear the cost of any storage and handling charges incurred as a function of the distribution activity, provided that the Korean Government has participated in the allocation and distribution of the said supplies and equipment.'

If this amendment is acceptable to your Government, this note and your note in reply concurring therein shall constitute an agreement between our two governments amending the above referenced Agreement on Voluntary Relief Activities as amended by the exchange of notes between our two governments dated November 9, 1962, and December 28, 1962. In this regard paragraph 5 of the above referenced Memorandum of Interpretation shall be deemed modified to take the foregoing paragraph 4 of the Agreement, as amended herein, into account.

This Amendment shall be considered as having become effective as of April 1, 1970."

I have further the honour to inform you that the foregoing amendment as set forth in your note quoted above is acceptable to the Government of the Republic of Korea and to confirm that your note and this note in reply shall constitute an agreement between our two Governments on this matter to enter into force from April 1, 1970.

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

KYU HAII CHOI

Minister of Foreign Affairs

His Excellency,

WILLIAM J. PORTER,

Ambassador of the United States of America,

Seoul.

URUGUAY

Alien Amateur Radio Operators

Agreement effected by exchange of notes
Signed at Montevideo May 28, 1971;
Entered into force May 28, 1971.

The Uruguayan Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

MONTEVIDEO, *mayo 28 de 1971*

SEÑOR EMBAJADOR.

Tengo el honor de referirme a las conversaciones mantenidas entre representantes del Gobierno de la República Oriental del Uruguay y representantes del Gobierno de los Estados Unidos de América relacionadas con la posibilidad de concertar un acuerdo entre los dos Gobiernos con la finalidad de otorgar recíprocamente autorización para permitir a radioaficionados de ambos países operar sus estaciones en el otro país, de acuerdo con lo estipulado en el Artículo 41 del Reglamento Internacional de Radio firmado en Ginebra en 1959. Se propone que se lleve a cabo un acuerdo con relación a este asunto de la siguiente manera.

1. Todo individo que tenga licencia de radioaficionado ortorgada por su Gobierno y que opere una estación de radioaficionado con licencia de dicho Gobierno, sería autorizado por el otro Gobierno a operar una estación en el territorio de tal Gobierno, sobre una base de reciprocidad y sujeto a las condiciones que se detallan más abajo.

2. Todo individuo que tenga licencia de radioaficionado otorgada por su Gobierno deberá obtener una autorización de la agencia administrativa competente del otro Gobierno para que se le permita operar su estación de acuerdo con los términos del párrafo 1.

3. La oficina administrativa competente de cada Gobierno podrá otorgar una autorización, de acuerdo con los términos del párrafo 2, en los términos y condiciones que considere apropiados, incluyendo el derecho de dejar sin efecto la autorización en cualquier momento que el Gobierno autorizante lo considere oportuno.

Este acuerdo se considerará vigente al recibo de una nota de Vuestra Excelencia expresando la conformidad del Gobierno de los Estados Unidos de América a lo arriba propuesto, constituyendo la presente nota y vuestra nota de contestación los instrumentos del acuerdo entre ambos Gobiernos. Dicho acuerdo entraría a regir a partir de la fecha de la nota de respuesta, y estaría sujeto a concelación a pedido de cualquiera de los dos Gobiernos, dando aviso por escrito de dicha intención con seis meses de anticipación.

Saludo al Señor Embajador con las seguridades de mi más alta consideración.

JOSÉ A. MORA OTERO

Jose A. Mora Otero
Ministro de Relaciones Exteriores.

Al Señor CHARLES WALLACE ADAIR, Jr.
Embajador Extraordinario y Plenipotenciario,
de los Estados Unidos de América.
Montevideo.

Translation

MINISTRY OF FOREIGN AFFAIRS

MONTEVIDEO, *May 28, 1971*

MR. AMBASSADOR.

I have the honor to refer to the conversations between representatives of the Republic of Uruguay and representatives of the Government of the United States of America relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorization to permit amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations signed at Geneva in 1959. [1] It is proposed that an agreement with respect to this matter be concluded as follows.

1. An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be authorized by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate a station in the territory of such Government.

2. An individual who is licensed by his Government as an amateur radio operator shall obtain an authorization from the appropriate administrative agency of the other Government in order to be permitted to operate his station as provided in paragraph 1.

[1] TIAS 4893; 12 UST 2633.

3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such terms and conditions as it may consider suitable, including the right of cancellation of the authorization at any time at the convenience of the issuing Government.

This agreement shall be considered to be in force on the receipt of a note from Your Excellency expressing the concurrence of the Government of the United States of America in the foregoing proposal, and this note and your note of reply shall constitute the instruments of the agreement between the two Governments. The agreement would enter into force on the date of the reply note and would be subject to cancellation at the request of either of the two Governments by giving notice in writing of such intention six months in advance.

Accept, Excellency, the assurances of my highest consideration.

JOSÉ A. MORA OTERO

José A. Mora Otero
Minister of Foreign Affairs

His Excellency
CHARLES WALLACE ADAIR, JR.,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Montevideo.

The American Ambassador to the Uruguayan Minister of Foreign Affairs

No. 235

MONTEVIDEO, *May 28, 1971*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of May 28, 1971, in which reference is made to conversations between representatives of the Government of the United States of America and representatives of the Government of the Oriental Republic of Uruguay relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the international Radio Regulations, Geneva, 1959.

Pursuant to section 303(*l*)(2) and 310(a) of the Communications Act of 1934 as amended (47 U.S.C. 303(*l*)(2)), 310(a), the Government of the United States of America is prepared to conclude an agreement with respect to this matter as follows:

1. An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate one station in the territory of such other Government.

2. The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.

3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the right of cancellation at the convenience of the issuing Government at any time.

In accordance with the suggestion made in Your Excellency's note, that note and this reply note indicating the concurrence of the Government of the United States of America are considered as constituting an agreement between the two Governments, such agreement to be in force as of the date of this reply note and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

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

CHARLES W ADAIR, Jr.

His Excellency
DR. JOSÉ A. MORA,
Minister of Foreign Affairs,
Montevideo.

HONDURAS

Trade: Meat Imports

Agreement effected by exchange of notes Signed at Tegucigalpa June 1 and 3, 1971; Entered into force June 3, 1971.

The Honduran Minister of Economy and Finance to the American Ambassador

SECRETARIA DE ECONOMIA Y HACIENDA
REPUBLICA DE HONDURAS

TEGUCIGALPA, D. C., *1o. de junio de 1971*

SEÑOR EMBAJADOR.

Tengo el honor de referirme a las discusiones entre Representantes de nuestros dos Gobiernos, relacionadas a las importaciones a los Estados Unidos para consumo 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 ovino y caprino, salvo cordero (rubro 106.20 del cuadro de tarifas de los Estados Unidos) durante el año civil de 1971, y al acuerdo entre los Estados Unidos y Honduras relativo al Programa de Restricciones con respecto a los envíos de tales carnes a los Estados Unidos.

Como resultado de dichas discusiones, tengo el agrado de proponer el siguiente Acuerdo entre nuestros dos Gobiernos.

1. El Gobierno de Honduras y el Gobierno de los Estados Unidos de América asumirán las respectivas responsabilidades abajo estipuladas, para reglamentar las exportaciones e importaciones a los Estados Unidos durante el año civil de 1971.
2. Las exportaciones hondureñas de carne, antes mencionadas serán tal, que durante el año de 1971 las importaciones de tal carne a los Estados Unidos, incluso la carne proveniente de Honduras que se extrae del almacén durante 1971 para consumo de los Estados Unidos, sumarán el total de 15.6 millones de libras, o una cantidad mayor que pueda resultar de los ajustes en virtud del párrafo 4. Tal Reglamento no impedirá que cualquier exceso de carne originaria de Honduras se deposite en almacenes de los Estados Unidos bajo el sistema conocido como "in bond", mientras Honduras no disponga de facilidades adecuadas de almacenamiento.

3. El Gobierno de los Estados Unidos de América podrá limitar las importaciones de tales carnes de origen Hondureño, bien sea que se embarquen directa o indirectamente, por medio de la promulgacion de Reglamentos que gobiernen la entrada o salida del almacén de las carnes para consumo en los Estados Unidos, siempre que.

   a. Tales Reglamentos no se emplean para gobernar las fechas de entrada o salida del almacén, de la carne de Honduras para el consumo.

   b. Tales Reglamentos se promulgarán solamente después de que se hayan celebrado consultas con el Gobierno de Honduras, conforme al párrafo 6, y solamente bajo circunstancias en las que es óbvio, después de celebrarse tales consultas, que la cantidad de tales carnes que probablemente se presentará para su entrada o salidad del almacén para el consumo en el año civil de 1971, excederá la cantidad especificada en el párrafo 2, en la medida en que pueda ser aumentada en vitud del párrafo 4

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 1971 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 totales de dichas carnes. Seguidamente, si no se ha calculado un déficit para Honduras, tal aumento o déficit calculado sera adjudicado a Honduras en la proporción que 15.6 millones de libras tienen con el total de asignaciones iniciales de todos los países participantes en el Programa de Restricciones, que se calcula no tendrán déficit en el año civil de 1971.

5. El Gobierno de los Estados Unidos de América rendirá informes, por separado, acerca de las carnes rechazadas por no ser aptas para el consumo humano conforme a las normas de inspección de los Estados Unidos, tales carnes no se considerarán como parte de la cantidad que se indica en el párrafo 2.

6. El Gobierno de Honduras y el Gobierno de los Estados Unidos de America celebrarán consultas lo antes posible después de que uno de los Gobiernos las solicite, en relación a cualquier asunto sobre la aplicación, interpretación o puesta en práctica del presente Acuerdo, y sobre aumentos de la candidad total permitida conforme al Programa de Restricciones y la adjudicación del déficit.

Mi Gobierno considera necesario hacer del conocimiento del Gobierno de los Estados Unidos, que el Acuerdo anterior, de ninguna manera, significa que Honduras acepta como cuota básica de partici-

pación en el mercado norteamericano de carne de ganado vacuno, la contenida en el Acuerdo. Nuestro Gobierno ha manifestado, reiteradamente ante el Gobierno de Vuestra Excelencia, que la cuota basica que se asignó a Honduras no esta de acuerdo a la capacidad real productora de carne exportable que nuestro país tiene, y que fué ampliamente demostrado durante 1970, año en que las exportaciones hacia los Estados Unidos alcanzaron la cifra de 26.4 millones de libras, y en el período de enero a mediados de mayo de 1971 en que se han exportado 10.3 millones de libras incluyendo carne bajo y fuera de cuota.

Nuestro Gobierno desea hacer del conocimiento del Gobierno de los Estados Unidos que el acuerdo a que se ha llegado sobre las normas operativas para la importación de carne a dicho país, no limita el derecho de Honduras a continuar presentando y estudiando en el seno de la Comisión Especial de Negociación y Consulta del CIES, u otro organismo, el caso de la exportación de carne de ganado vacuno hacia los Estados Unidos.

Asimismo, nuestro Gobierno cree conveniente informar al Gobierno de los Estados Unidos, que considera que el sistema escogido para asignar el déficit y el período histórico de exportacion para aplicar eventualmente el sistema de cuotas, afectan negativamente la posicion ya desfavorable de nuestro país en cuanto al monto de nuestra cuota básica, pués no toma en cuenta las exportaciones reales efectuadas durante 1970

El bienestar de Honduras esta vinculado a la capacidad del país, en producir carne por el ingreso de divisas que se adquieren por concepto de exportación y, por lo tanto, su capacidad de importar y financier sus programas de desarrollo.

Por otra parte, para incrementar el consumo per-capita nacional, se han instalado carnicerías modernas con equipo de refrigeración, cortadoras eléctricas, lavadoras, básculas, molinos, exhibidores de productos, etc-etc., provenientes de los Estados Unidos, contribuyendo así a la nutrición salud, y bienestar de la poblacion.

Las importaciones de Honduras que estan constituidas, en su mayoría, por artículos manufacturados, han provenido principalmente de los Estados Unidos de América, y tienen tendencia a aumentar, lo cual se hizo evidente en 1970.

De usted con toda consideración,

M ACOSTA B.

[SEAL] Manuel Acosta Bonilla
Ministro de Economía y Hacienda

Al Excelentísimo Embajador de
Estados Unidos de América,
Señor HEWSON A. RYAN
Tegucigalpa, D.C
Honduras, C.A.

Translation

DEPARTMENT OF ECONOMY AND FINANCE
REPUBLIC OF HONDURAS

TEGUCIGALPA, D.C., *June 1, 1971*

MR. AMBASSADOR.

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 1971 and to the agreement between the United States and Honduras relating to the restraint program concerning shipments of such meats to the United States.

As a result of these discussions I have the honor to propose the following agreement between our two governments.

1. The Government 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 during calendar year 1971.

2. Honduran exports of the aforesaid meat will be such that during the year 1971 imports of such meat into the United States, including meat originating in Honduras which is withdrawn from warehouse during 1971 for consumption in the United States, will amount to up to 15.6 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4. Such regulation shall not prevent any excess meat of Honduran origin from being deposited in United States warehouses under the system known as "in bond" as long as adequate storage facilities are not available in Honduras.

3. The Government of the United States of America may limit imports of such meats of Honduran 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:

(a) such regulations shall not be employed to govern the timing of entry, or withdrawal from warehouse, for consumption of such meat from Honduras; and

(b) such regulations shall be issued only after consultation with the Government of Honduras pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry, or withdrawal from warehouse, for consumption in the calendar year 1971 will exceed the quantity

specified 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 1971 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 estimate of total imports of such meats. Thereupon, if no shortfall is estimated for Honduras, such increase or estimated shortfall shall be allocated to Honduras in the proportion that 15.6 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 1971.

5. The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in paragraph 2.

6. The Government 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 increase in the total quantity permissible under the restraint program and allocation of shortfall.

My Government considers it necessary to inform the Government of the United States that the foregoing agreement in no way signifies that Honduras accepts the quota contained therein as its basic quota for a share in the United States market for cattle meat. Our Government has repeatedly stated to Your Excellency's Government that the basic quota assigned to Honduras is not consistent with our country's real capacity to produce exportable meat, this was amply demonstrated during 1970, when exports to the United States reached 26.4 million pounds, and in the period from January to the middle of May 1971, when 10.3 million pounds of meat have been exported, within and outside the quota.

Our Government wishes to inform the Government of the United States that the agreement that has been reached on the regulations governing the importation of meat into the United States does not limit the right of Honduras to continue to raise and examine the case of exports of cattle meat to the United States in the Special Committee on Negotiation and Consultation of the Inter-American Economic and Social Council or any other agency

Furthermore, our Government deems it desirable to inform the Government of the United States that it considers that the method chosen for allocating the shortfall and the base period of exports for application of the quota system have a negative effect on our country's already unfavorable position in reference to the amount of our basic

quota, inasmuch as no account is taken of real exports made during 1970.

The welfare of Honduras is tied to the country's capacity to produce meat, through the income in foreign exchange acquired from exports, and hence, its capacity to import and to finance its development programs.

Furthermore, in order to increase national per capita consumption, modern meat plants have been established with such facilities as refrigeration, electric cutting machinery, washing equipment, scales, grinding machines, display equipment, etc., of United States origin, which represent a contribution to the nutrition, health, and well-being of the population.

Honduran imports, the majority of which consist of manufactured articles, have come principally from the United States of America, and there is a rising trend in such imports, a fact that was apparent in 1970.

Accept, Excellency, the assurances of my high consideration.

M. ACOSTA B.

[SEAL] Manuel Acosta Bonilla
Minister of Economy and Finance

His Excellency
HEWSON A. RYAN,
Ambassador of the United States of America,
Tegucigalpa, D C., Honduras

The American Ambassador to the Honduran Minister of Economy and Finance

TEGUCIGALPA, HONDURAS
June 3, 1971

EXCELLENCY

I have the honor to acknowledge receipt of your Excellency's Note dated June 1, 1971, whose operative provisions in English translation read 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 1971 and to the agreement between the United States and Honduras re-

lating to the 1970 restraint program concerning shipments of such meats to the United States.

"As a result of these discussions I have the honor to propose the following agreement between our two governments.

"1. The Government 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 during calendar year 1971

"2. Honduran exports of the aforesaid meat will be such that during the year 1971 imports of such meat into the United States, including meat originating in Honduras which is withdrawn from warehouse during 1971 for consumption in the United States, will amount to up to 15.6 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4. Such regulation shall not prevent any excess meat of Honduran origin from being deposited in United States warehouses under the system known as "in bond" as long as adequate storage facilities are not available in Honduras.

"3. The Government of the United States of America may limit imports of such meats of Honduran 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.

"(a) such regulations shall not be employed to govern the timing of entry, or withdrawal from warehouse, for consumption of such meat from Honduras, and

"(b) such regulations shall be issued only after consultation with the Government of Honduras pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry, or withdrawal from warehouse, for consumption in the calendar year 1971 will exceed the quantity specified 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 1971 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 estimate of total imports of such meats. Thereupon, if no shortfall is estimated for Honduras, such increase or estimated shortfall shall be allocated to Honduras in the proportion that 15.6 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 1971.

"5. The Government of the United States of America shall separately report meats rejected as unacceptable for human con-

sumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in paragraph 2.

"6. The Government 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 increase in the total quantity permissible under the restraint program and allocation of shortfall."

I have the honor to confirm on behalf of my Government that your Excellency's Note of June 1, 1971, and this Note in reply constitute an agreement between our two Governments in accordance with the operative provisions quoted above.

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

HEWSON A. RYAN

His Excellency
LIC. MANUEL ACOSTA BONILLA
Minister of Economy and Finance
Tegucigalpa, D C

CANADA

Communications Technology Satellite

Agreement effected by exchange of notes Signed at Washington April 21 and 27, 1971; Entered into force April 27, 1971.

The Canadian Ambassador to the Secretary of State

CANADIAN EMBASSY AMBASSADE DU CANADA

WASHINGTON, D C.
April 21, 1971

No. 96

DEAR MR. SECRETARY,

I have the honour to refer to discussions between representatives of the Department of Communications of Canada and the National Aeronautics and Space Administration of the United States of America regarding a space applications project to follow the successful collaboration established in the Alouette and International Satellites for Ionospheric Studies (ISIS) programs. In place of the third joint satellite originally planned in the ISIS series, it is proposed to introduce a project for a Communications Technology Satellite (CTS) and it is further proposed that this project supercede the arrangements for the third joint satellite set forth in the agreement, effected by the exchange of notes of May 6, 1964, as amended by the exchange of notes of May 11, 1970.[1] The objective of the CTS project is to advance the state of the art in spacecraft and related ground-based technology relevant to future communications and other satellite applications systems.

A description of the CTS project and the details for its implementation have been incorporated in the Memorandum of Understanding attached to this note. It is understood that implementation and direction of Canadian participation in the project shall be the responsibility of the Canadian Department of Communications, and that implementation and direction of the United States participation shall be the

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[1] TIAS 5575, 6883; 15 UST 429; 21 UST 1311.

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responsibility of the United States National Aeronautics and Space Administration.

I have the honour to inform you that the Canadian Government approves the project.

I propose that each Government shall, in accordance with its domestic laws, bear responsibility for any damage caused to its nationals arising from activities conducted directly pursuant to this project. In the event of damage to persons not nationals of Canada or the United States for which there is liability under international law or the principles of the Treaty Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies, [1] the two Governments agree to consult promptly on an equitable sharing of payments for such settlement. If an agreement is not reached within 180 days, the two Governments will act promptly to arrange for early arbitration to settle the sharing of such claims following the 1958 model rules on arbitral procedure of the International Law Commission. [2]

I have the honour to propose that if the project and the proposals in this note are acceptable to the United States Government, this note, together with the attached Memorandum of Understanding, which are authentic in English and French, and your confirming reply, shall constitute an agreement between our two Governments for cooperation in this experimental Communications Technology Satellite project, which shall enter into force on the date of your reply This agreement may be terminated by agreement between the two Governments prior to April 22, 1981 and thereafter by either Government upon 180 days notice.

Accept, Mr. Secretary, the renewed assurances of my highest consideration.

M CADIEUX
Ambassador

[SEAL]

The Honourable WILLIAM P ROGERS,
Secretary of State,
Washington, D.C.

[1] TIAS 6347, 18 UST 2410.
[2] *Yearbook of the International Law Commission*, 1958, vol. 2, pp. 83–105.

MEMORANDUM OF UNDERSTANDING
between the
UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
and the
CANADIAN DEPARTMENT OF COMMUNICATIONS

1. The United States National Aeronautics and Space Administration (NASA) and the Canadian Department of Communications (DOC) affirm a mutual desire to extend their successful collaboration in the Alouette and ISIS satellite programs by undertaking jointly an experimental Communications Technology Satellite Project.

2. The objective of this project is to advance the state-of-the-art in spacecraft and related ground-based technologies relevant to future communications and other satellite applications systems.

3. Accordingly, NASA and DOC agree to use their best efforts to launch a Communciations Technology Satellite into a geostationary orbit position which permits experimentation directly with earth stations in the United States and Canada. For this launch a Thor-Delta-class vehicle will be used, and the provisional launch date is estimated at calendar year 1974.

4. The principal technological objectives of this project are to conduct satellite communication systems experiments with 12 GHz terminals and to develop and flight test.

(a) A superefficiency power tube having greater than 50% efficiency at a minimum output power of 200 watts and operating at approximately 12 GHz;

(b) Unfurlable solar power arrays of over 1.0 KW initial capability;

(c) Liquid metal slip rings;

(d) An electric propulsion system for spacecraft station keeping;

(e) An accurate stabilization system for a spacecraft with flexible appendages.

5. To carry out this project, the DOC will use its best efforts to fulfill the following responsibilities:

(a) Design, construct, integrate and test the spacecraft and the subsystems necessary to achieve the technological objectives noted in paragraph 4 above, including flight-qualified spares for all critical subsystems, except as provided in suparagraphs 6(c) and (e),

(b) Provide, integrate and test the apogee motor subsystem,

(c) Provide, as mutually agreed, flight-qualified spares of critical spacecraft subsystems, and spacecraft ground checkout equipment, except as provided in subparagraphs 6(c) and (e),

(d) Provide tracking, data acquisition, command and control after the spacecraft is placed into the agreed geostationary orbit position,

(e) Provide ground facilities in Canada for experimental programs.

6. To carry out this project, NASA will use its best efforts to fulfill the following responsibilities.

(a) Provide a Thor-Delta-class launch vehicle, conduct the launching into the agreed geostationary orbit, and provide the services required to achieve this launching operation,

(b) Provide heat shield (shroud) and spacecraft tie-down and separation mechanisms, as mutually agreed,

(c) Provide, for inclusion in the spacecraft, superefficiency power tubes (see paragraph 4(a) above) and associated power conditioning and thermal interface equipment, as well as any necessary spares;

(d) Provide ground facilities in the United States of America for the experimental program,

(e) Establish specifications and provide facilities for final spacecraft environmental and flight acceptance tests;

(f) Act as Co-Investigator to the DOC in carrying out the objectives stated in subparagraphs 4(b), (c) and (d)

7 In the event a first launching is unsuccessful, the DOC and NASA will give consideration to a single launching of a back-up spacecraft. This is dependent on budgetary and scheduling considerations as well as on mutual agreement that a back-up launching is warranted in the particular circumstances that exist at the time.

8. NASA will provide, as mutually agreed, technical assistance, advice and data to DOC in meeting the responsibilities of paragraph 5 above. The DOC agrees that such technical assistance and data as is released by NASA in support of paragraph 5 above, including the systems developed with this data.

(a) will be identified and recorded by the Project Managers;

(b) will not be transferred to a third country without the prior written approval of the US Government,

(c) will be used for purposes consistent with the obligations of the US and Canada as contained in relevant international agreements, such as the Outer Space Treaty and the INTELSAT Agreement. [1]

[1] TIAS 5646; 15 UST 1705.

9. US industry requests for manufacturing license or technical assistance agreements connected with this project will be subject to the normal requirements of the US Department of State International Traffic in Arms Regulations.

10. NASA and DOC shall consult as early as possible with their respective national authorities to determine whether use of the desired frequency ranges for the satellite is acceptable.

11. Final determination of launch readiness will be by agreement between NASA and DOC.

12. It is understood that this project is experimental in character and subject to change in accordance with changing technical requirements and opportunities. Therefore, the details of the project may be modified as required by the mutual agreement of NASA and DOC.

13. It is intended that this project as agreed between NASA and DOC be implemented under the general direction of the Assistant Deputy Minister (Research) of DOC and the Director of Communications Programs of NASA.

14. In addition, each Agency will designate a Program Manager, who will be responsible for coordinating the agreed functions and responsibilities of each Agency with respect to the other, and a Project Manager, who will be responsible for carrying out the project at the Center level. A joint working group will be designated by NASA and DOC. This group will be the principal mechanism for assuring the execution of the project and for keeping both sides informed of the project's status at each stage.

15. There will be no exchange of funds between NASA and DOC. Each Agency will arrange to meet the cost of discharging its responsibilities, including necessary procurement of components, subsystems and services, travel and subsistence for its own personnel and transportation charges on all equipment and flight assemblies or components for which it is responsible.

16. NASA and DOC agree to use their best efforts to ensure the granting to each other by their respective Governments of royalty-free licenses to use inventions which are necessary to carry out the designated responsibilities of each Agency under this experimental cooperative project to the the extent that their respective Governments own or have the right to grant such licenses.

17 NASA and DOC will use their best efforts to arrange free customs clearance for equipment required in this project, subject to the laws and regulations in force in their respective countries.

18. NASA and DOC agree to freely share and exchange all scientific and technical results of spacecraft tests and communications experiments conducted in the pursuit of this cooperative project.

19. Results of experimentation in this project will be made available in general through publication in appropriate journals or other established channels.

20. Each Agency may release public information regarding its own portion of the project as desired, and insofar as the participation of the other Agency is concerned, after suitable coordination.

21. Each Agency will assure that the project is appropriately recorded in still and motion picture photography and that the photography is made available to the other Agency for public information purposes.

22. Subsequent to launch, priority will be given to conducting spacecraft technological experiments. Thereafter, NASA and DOC shall use the experimental satellite to conduct communications experiments, such as TV broadcast or relay, audio broadcast, voice relay, wide-band data link and regular telephone service to remote locations, on approximately a 50–50 time-shared basis. Each Agency will select experiments in accordance with its respective national policy, as applicable to experimental telecommunications satellites. The Program Managers will be responsible for the technical coordination and scheduling of these experiments.

23. It is understood that the ability of NASA and DOC to carry out their obligations is subject to the availability of appropriated funds.

24. Implementation of this Memorandum of Understanding is subject to the approval of the Governments of the United States and Canada to be expressed by an exchange of diplomatic notes.

GEORGE M LOW	ALLAN GOTLIEB
For the National Aeronautics and Space Administration	For the Department of Communications
Date 4–20–1971	Date April 20, 1971

French Text of the Canadian Note

CANADIAN EMBASSY AMBASSADE DU CANADA

No 96 WASHINGTON, *le 21 avril 1971*

MONSIEUR LE SECRÉTAIRE D'ETAT,

J'ai l'honneur de me référer aux discussions qui ont eu lieu entre les représentants du Ministère des Communications du Canada et ceux de la National Aeronautics and Space Administration (Administration nationale de l'aéronautique et de l'espace) des Etats-Unis d'Amérique, concernant un projet d'applications spatiales qui suit l'heureuse collaboration établie dans les programmes Alouette et

Satellites internationaux pour études ionosphériques (ISIS). Au lieu du troisième satellite conjoint qui était envisagé à l'origine dans la série ISIS, il est proposé d'introduire un projet de satellite de technologie des communications (ST) et il est en outre proposé que ce projet remplace les arrangements relatifs au troisième satellite conjoint que renfermait l'accord conclu au moyen de l'échange de notes du 6 mai 1964 modifié par l'échange de notes du 11 mai 1970. Les objectifs du projet STC sont de faire avancer l'état de la technologie en matière d'engins spatiaux et des installations au sol correspondantes en ce qui concerne les systèmes de télécommunications futurs et autres systèmes utilisant des satellites.

Une description du projet STC et les détails de sa mise en oeuvre sont donnés dans le mémorandum d'entente annexé à la présente note. Il entendu que le Ministère canadien des Communications sera responsable de la mise en oeuvre et de la direction de la participation canadienne au projet et que la National Aeronautics and Space Administration des Etats-Unis sera responsable de la mise en oeuvre et de la direction de la participation des Etats-Unis.

J'ai l'honneur de vous faire savoir que le Gouvernement canadien approuve le projet.

Je propose que chaque Gouvernement, en conformité de ses lois nationales, assume la responsabilité de tout dommage causé à ses ressortissants à la suite d'activités qui se rattachent directement à la réalisation de ce projet. En cas de dommages causés à des personnes qui ne sont pas ressortissants du Canada ou des Etats-Unis et pour lesquels il y a responsabilité en vertu du droit international ou des principes du traité régissant les activités des états en matière d'exploration et d'utilisation de l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, les deux Gouvernements conviennent de se consulter promptement sur une répartition équitable des sommes à verser en règlement.

Si aucune entente sur la répartition équitable des paiements n'est réalisée dans les 180 jours, les deux Gouvernements devront recourir promptement à l'arbitrage pour fixer la répartition desdits paiements, en se conformant aux règles-type de procédure d'arbitrage de 1958 de la Commission du Droit international.

J'ai l'honneur de proposer que, si le projet et les propositions de la présente note agréent au Gouvernement des Etats-Unis, la présente note, le mémorandum d'entente ci-joint, dont les versions anglaise et française font également foi, et votre réponse à cet effet, constituent entre nos deux Gouvernements un accord de coopération touchant ce projet expérimental de satellite de technologie des communications, qui entrera en vigueur à la date de votre réponse. Cet accord pourra être résilié d'un commun accord entre les deux Gouvernements avant le 22 avril 1981, après cette date, il pourra être

dénoncé par l'un ou l'autre des deux Gouvernements sur préavis de 180 jours.

Veuillez agréer, Monsieur le Secrétaire d'Etat, les assurances renouvelées de ma très haute considération.

M CADIEUX
L'Ambassadeur,

L'Honorable WILLIAM P ROGERS,
Secrétaire d'Etat,
Washington, D.C.

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE
WASHINGTON

APRIL 27, 1971

EXCELLENCY:

I have the honor to refer to your Note No. 96 of April 21, 1971, with attached Memorandum of Understanding, regarding an experimental Communications Technology Satellite project.

The proposed project and the proposals in your note are acceptable to my Government. My Government concurs that your note, together with the attached Memorandum of Understanding, which are authentic in English and French, and this reply shall constitute an agreement between our two Governments for cooperation in the experimental Communications Technology Satellite project, to enter into force on the date of this reply My Government further concurs that this Agreement may be terminated by agreement between our two Governments prior to April 22, 1981, and thereafter by either Government upon 180 days notice.

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

For the Secretary of State:
GEORGE S. SPRINGSTEEN
George S. Springsteen
Acting Assistant Secretary
for European Affairs

His Excellency
MARCEL CADIEUX,
Ambassador of Canada.

TIAS 7131

CANADA

Forest Fire Protection: Alaska–Yukon Boundary Area

Agreement effected by exchange of notes
Signed at Washington June 1, 1971;
Entered into force June 1, 1971.
With memorandum of agreement between the United States Department of the Interior and the Canadian Department of Indian Affairs and Northern Development
Signed at Ottawa December 2, 1970, and at Washington April 20, 1971.

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE
WASHINGTON

JUNE 1, 1971

EXCELLENCY:

I have the honor to refer to the Memorandum of Agreement signed on December 2, 1970, by the Minister of the Department of Indian Affairs and Northern Development of Canada, and on April 20, 1971, by the Secretary of the Interior of the United States of America, relating to mutual cooperation between the United States and Canada in the detection and suppression of forest fires within a buffer zone along the boundary separating the State of Alaska and the Yukon Territory

It is provided in that Memorandum of Agreement that the agreement shall become effective when formalized by an exchange of diplomatic notes between the two Governments.

I have the honor to inform Your Excellency that the provisions of the above-mentioned Memorandum of Agreement are acceptable to the Government of the United States of America, with the understanding that paragraphs 8 and 9 of such Memorandum of Agreement provide a waiver by both parties of all claims against the other for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of the agreement. It is proposed that this note, together with your reply indicating the approval of the Gov-

ernment of Canada, be considered as formalizing and giving effect to the agreement as set forth in the Memorandum of Agreement, in accordance with the interpretation set forth above, and that such agreement shall be effective on the date of your reply note, the Agreement to remain in force until terminated by either party upon six months written notice.

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

For the Secretary of State.
MARTIN J HILLENBRAND

His Excellency
MARCEL CADIEUX,
Ambassador of Canada.

The Canadian Ambassador to the Assistant Secretary of State, Bureau of European Affairs

CANADIAN EMBASSY AMBASSADE DU CANADA

WASHINGTON, D.C.,
NO. 135 *June 1, 1971*

SIR,

I have the honour to refer to your Note of June 1, 1971, which referred to the Memorandum of Agreement signed on December 2, 1970 by the Minister of Indian Affairs and Northern Development of Canada and on April 20, 1971 by the Secretary of the Interior of the United States concerning mutual co-operation between Canada and the United States in the detection and suppression of forest fires in a buffer zone along the boundary separating the Yukon Territory of Canada and the State of Alaska.

I have the honour to inform you that the Canadian Government approves the provisions of the Memorandum of Agreement and confirms the interpretation of paragraphs 8 and 9 thereof as stated in your Note under reference. I have the honour to confirm therefore that your Note and this reply, which is authentic in English and French, constitutes an Agreement between the Government of Canada and the Government of the United States which enters into force on the date of this Note giving effect to the above Memorandum of Agreement.

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

M CADIEUX

Ambassador

The Honourable
MARTIN J. HILLENBRAND,
Assistant Secretary,
Bureau of European Affairs,
Department of State,
Washington, D.C.

French Text of the Canadian Note

CANADIAN EMBASSY AMBASSADE DU CANADA

WASHINGTON, D.C.
le 1er juin 1971

No. 135

MONSIEUR,

J'ai l'honneur de me référer à votre Note du 1er juin 1971, qui avait trait au Mémoire d'Accord signé le 2 décembre 1970 par le Ministre canadien des Affaires indiennes et du Nord canadien et le 20 avril 1971 par le Secrétaire de l'Intérieur des Etats-Unis d'Amérique concernant la coopération mutuelle entre le Canada et les Etats-Unis pour la détection et la suppression des incendies de forêt dans une zone tampon le long de la frontière entre le territoire du Yukon du Canada et l'Etat de l'Alaska des Etats-Unis d'Amérique.

J'ai l'honneur de vous faire savoir que le Gouvernement canadien approuve les dispositions du Mémoire d'Accord et confirme l'interprétation que donne votre Note des paragraphes 8 et 9 dudit Mémoire. J'ai aussi l'honneur de confirmer que votre Note et la présente réponse, dont les versions anglaise et française font également foi, constituent entre le Gouvernement du Canada et le Gouvernement des Etats-Unis d'Amérique un accord qui entre en vigueur à la date de la présente Note donnant effet au Mémoire d'Accord sus-mentionné.

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

M CADIEUX

L'Ambassadeur

L'HONORABLE MARTIN J HILLENBRAND
Sous-secrétaire
Bureau des Affaires d'Europe
Département d'Etat
Washington, D.C.

MEMORANDUM OF AGREEMENT

The Department of Indian Affairs and Northern Development of Canada, and the Department of the Interior of the United States of America,

CONSIDERING that the Government of Canada (hereinafter called "Canada") and the Government of the United States of America (hereinafter called "the United States") have under their respective charges the protection from forest fires of lands within the Yukon Territory in Canada and the State of Alaska in the United States, and

CONSIDERING that it has been decided to enter into an agreement for mutual co-operation between Canada and the United States in the detection and suppression of forest fires by designating an area along the boundary separating the Yukon Territory and the State of Alaska within which such co-operation may be achieved and thereby exercise more effective control over any fire in the territory of one of the Parties which may escape to the territory of the other Party;

AGREE as follows.

1. In this agreement,

(a) "Party" or "Parties" means the Department of Indian Affairs and Northern Development of Canada or the Department of the Interior of the United States, or both, as the context requires, which are the respective agencies directly responsible for protection of particular lands in the buffer zone,

(b) "boundary" means the boundary separating the Yukon Territory and the State of Alaska,

(c) "buffer zone" means an area 10 miles in depth at all points on each side of the boundary;

(d) "fire" means a forest fire which is located within or partly within the buffer zone,

(e) "territory" means the land within the buffer zone which may be within the jurisdiction of one or other of the Parties;

(f) "suppression action" means the act of fighting a fire within or partly within the buffer zone.

2. The Parties will co-operate with each other in the detection and suppression of fires by recognizing a buffer zone in which immediate suppression action may be initially started by either Party In order to facilitate such co-operation the coming into effect of this agreement pursuant to Section 11 hereof shall be construed as permitting officers, employees, agents and conscripts of either Party, when engaged in the detection or suppresssion of a fire, to pass and repass across the boundary and proceed in the buffer zone without the necessity of obtaining passports, permits, or any other documents whatsoever.

3. Upon the detection of a fire anywhere in the buffer zone, either Party shall have the right to commence immediately suppression action without prior notice to the other. However, when the fire is on the lands

of the other Party, the Party which has commenced suppression action will, as soon as practicable thereafter, notify the other Party that a fire has started and that it has intervened to suppress the fire.

4. After having notified the other Party of the detection of a fire on the lands of that Party and of the intervention to suppress the fire, the Party which has commenced such suppression action shall then have discretion whether to continue or to discontinue such action, subject only to giving of notice as provided for in Section 8 hereof.

5. In the event one of the Parties commences suppression action in the buffer zone and notifies the other Party, the other Party may either (a) appoint a liaison officer who shall be charged with observing the progress of the suppression action and reporting on it or (b) actively join the Party which has commenced suppression action and participate in it.

6. Unless otherwise agreed upon between the Parties in a specific case, where a fire is discovered in the buffer zone and both Parties take joint suppression action, the direction of such action shall be under the charge of the Party in whose territory such action is taking place.

7 In accordance with the co-operative nature of this agreement, it shall be permissible and desirable for the Parties to exchange recommendations and suggestions designed to render more effective the detection of fires and the suppression action.

8. Either Party which is engaged in suppression action in the territory of the other Party may discontinue such action at any time upon giving notice of its intention in this respect to the other Party Both Parties hereby waive all claims or liability which may arise against each other for any loss, damage, injury or death whatsoever resulting from the failure of either Party to institute suppression action or resulting from any discontinuance of suppression action as contemplated by this agreement.

9. Each Party will provide its own men, materials and supplies during suppression action within the buffer zone and will assume its costs, expenses and liabilities in respect of such suppression action without any right of reimbursement whatsoever from the other Party

10. Each Party hereby undertakes wherever possible, to co-operate in exchanging meteorological information concerning weather, in or about the buffer zone, and to install essential weather recording instruments within 50 miles of the boundary during normal fire seasons.

11. This agreement shall become effective when formalized by an exchange of diplomatic notes between the Government of Canada and the Government of the United States of America.

IN WITNESS WHEREOF the undersigned, duly authorized, have signed this agreement.

DONE in duplicate at Ottawa on December 2, 1970, and at Washington on April 20, 1971.

FOR THE DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT OF CANADA.	FOR THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA
JEAN CHRÉTIEN	ROGERS C B MORTON
Minister (Title)	(Title)

CONVENTION

Le ministère des Affaires indiennes et du Nord canadien du Canada, et le Secrétariat à l'Intérieur des Etats-Unis,

ATTENDU que le gouvernement du Canada (ci-après appelé le "Canada") et le gouvernement des Etats-Unis d'Amérique (ci-après appelé les "Etats-Unis") ont la charge respective de protéger contre les incendies de forêt les terrains situés au Yukon (Canada) et dans l'Etat de l'Alaska (Etats-Unis), et

ATTENDU qu'il a été décidé d'établir une convention concernant la coopération mutuelle entre le Canada et les Etats-Unis en ce qui concerne la détection et la suppression des incendies de forêt, en désignant, le long de la frontière entre le Yukon et l'Etat de l'Alaska, une zone dans laquelle il sera possible de réaliser une telle coopération et de maîtriser efficacement tout incendie qui pourrait se déclarer dans le territoire d'une des parties et se transmettre au territoire de l'autre partie;

CONVIENNENT de ce qui suit:

1. Dans la présente convention, l'expression

a) "partie" ou "parties" désigne le ministère des Affaires indiennes et du Nord canadien du Canada, ou le Secrétariat à l'Intérieur des Etats-Unis, ou les deux à la fois suivant le contexte, c'est-à-dire les organismes directement chargés de la protection des terrains situés dans la zone tampon,

b) "frontière" désigne la frontière qui sépare le Yukon et l'Etat de l'Alaska,

c) "zone tampon" désigne une région de 10 milles de largeur de part et d'autre de la frontière;

d) "incendie" désigne tout incendie ou feu de forêt qui brûle en totalité ou en partie dans la zone tampon,

e) "territoire" désigne la partie de la zone tampon qui relève de la compétence de l'une ou l'autre des parties;

f) "mesure de suppression" désigne l'action de combattre un incendie qui brûle en totalité ou en partie dans la zone tampon.

2. Les parties collaborent à la détection et à la suppression d'incendies en reconnaissant l'existence d'une zone tampon dans laquelle toute mesure de suppression peut être prise immédiatement par une partie ou l'autre. Pour faciliter une telle coopération, dès l'entrée en vigueur de la présente convention (conformément à l'article 11 ci-après), il est permis aux fonctionnaires, employés, agents et particuliers mobilisés de chacune des parties de traverser la frontière dans un sens ou dans l'autre et de se déplacer dans la zone tampon sans passeport, permis ou autre document, à condition que ce soit en vue de détecter ou de supprimer un incendie.

3. Dans le cas de la détection d'un incendie en un endroit quelconque de la zone tampon, l'une ou l'autre des parties a le droit de prendre immédiatement des mesures de suppression, sans notifier au préalable l'autre partie. Toutefois, si l'incendie brûle sur le territoire de l'autre partie, celle qui a pris les mesures de suppression, notifie l'autre le plus tôt possible qu'un incendie s'est déclaré et qu'elle a pris des mesures pour l'enrayer.

4. Après notification à l'autre partie de la détection d'un incendie sur le territoire de cette dernière et de la prise de mesures de suppression, la partie qui a pris les mesures en question, a le loisir de poursuivre ou d'abandonner les travaux entrepris, à la seule condition d'en donner avis conformément à l'article 8 ci-après.

5. Si l'une des parties prend des mesures de suppression dans la zone tampon et en notifie l'autre partie, cette dernière a le choix a) de nommer un agent de liaison pour observer l'avance progressive des travaux de suppression et d'en faire rapport, ou b) de prendre une part active aux mesures de suppression.

6. Sauf convention contraire entre les parties pour certains cas bien précis, si un incendie est détecté dans la zone tampon et si les deux parties prennent des mesures de suppression, la direction des opérations incombe à la partie dont relève le territoire dans laquelle les mesures sont prises.

7 Conformément à la nature coopérative de la présente convention, il est admissible et même souhaitable que les parties échangent recommandations et conseils visant à augmenter l'efficacité de la détection des incendies et des mesures de suppression.

8. La partie qui a pris des mesures de suppression dans le territoire de l'autre partie, peut cesser ses travaux à tout moment, mais doit en aviser l'autre partie. Par les présentes, les deux parties renoncent à toute réclamation et déclinent toute responsabilité à l'égard de toutes pertes, dommages, ou blessures, de quelque nature que ce soit, ou de tout décès, découlant du fait que l'une des deux parties a omis de prendre des mesures de suppression ou a mis fin à des mesures de suppression, selon les dispositions de la présente convention.

9. Chaque partie fournit ses propres hommes, son matériel et ses approvisionnements au cours de l'exécution de mesures de suppression dans la zone tampon et assume les frais, les dépenses et les obligations

que peut entraîner l'exécution de telles mesures de suppression, sans avoir droit à quelque remboursement que ce soit de la part de l'autre partie.

10. Chaque partie s'engage par les présentes à coopérer dans la mesure du possible à l'échange de renseignements concernant les phénomènes atmosphériques dans la zone tampon ou à proximité de cette dernière, et à installer les instruments nécessaires d'observation météorologique dans une limite de 50 milles de la frontière, pendant la saison des feux.

11. La présente convention entre en vigueur dès l'échange de notes diplomatiques à ce sujet entre le gouvernement du Canada et le gouvernement des Etats-Unis d'Amérique.

EN FOI DE QUOI les représentants dûment autorisés ont signé les présentes.

FAIT en double à Ottawa le 2 décembre, 1970, et à Washington le 20 avril, 1971.

POUR LE MINISTERE DES AFFAIRES INDIENNES ET DU NORD CANADIEN DU CANADA	POUR LE SECRETAIRE A L'INTERIEUR DES ETAT-UNIS D'AMERIQUE
JEAN CHRÉTIEN	ROGERS C B MORTON
Ministre (Titre)	(Titre)

COLOMBIA

Extension of Loan of Vessel: U.S.S. *Hale*

Agreement effected by exchange of notes Signed at Washington June 21 and 23, 1971; Entered into force June 23, 1971.

The Secretary of State to the Colombian Ambassador

DEPARTMENT OF STATE
WASHINGTON

JUNE 21, 1971

EXCELLENCY:

I have the honor to refer to the request of the Government of Colombia to extend the loan of the destroyer USS *Hale* (DD–642)

The loan of the vessel referred to above was made pursuant to the agreement between the Government of the United States of America and the Government of Colombia, effected by an exchange of notes signed at Bogota dated April 5 and 7, 1960, as supplemented by the agreements effected by the exchange of notes dated July 25, 1960 and April 17 and 30, 1968. [1] The loan of this vessel was scheduled to expire on January 23, 1971.

I now have the honor to inform Your Excellency that, in response to the request of the Government of Colombia, the Government of the United States agrees to extend further the period of loan of this vessel for an additional five-year period from the original date of its delivery under the terms and conditions of the agreements referred to above. Accordingly, the new expiration date of the loan of this vessel will be as follows.

Name of Vessel	Original Date of Delivery	New Expiration Date
USS *Hale* (DD–642)	January 23, 1961	January 23, 1976

If the foregoing is acceptable to the Government of Colombia, I have the honor further to propose that Your Excellency's reply to

[1] TIAS 4464, 4568, 6525; 11 UST 1315, 2102; 19 UST 5435.

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that effect shall, together with my note, constitute an agreement between our two Governments regarding this matter, which shall enter into force on the date of Your Excellency's reply

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

For the Secretary of State.

CHARLES A. MEYER

His Excellency
DR. DOUGLAS BOTERO-BOSHELL,
Ambassador of Colombia.

The Colombian Ambassador to the Secretary of State

EMBAJADA DE COLOMBIA
WASHINGTON
863 *June 23, 1971*

EXCELLENCY:

I have the honor to refer to Your Excellency's note dated June 21, 1971, informing that the Government of the United States, in accordance with my Government's request, agrees to extend further the period of loan of the USS *Hale* (DD-642) for an additional five-year period, i.e., until January 23, 1976, under the terms and conditions of the agreement between the two Governments effected by an exchange of notes signed at Bogotá on April 5 and 7, 1960 and supplemented agreements mentioned in the Department's note.

I take pleasure in informing Your Excellency that the foregoing conditions for the further extension of the period of loan of the USS *Hale* (DD-642) are acceptable to the Government of Colombia. Accordingly, the Department's note and this reply constitute an agreement which shall enter into force on this date.

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

D BOTERO BOSHELL

Douglas Botero Boshell
Ambassador of Colombia

His Excellency
WILLIAM P ROGERS,
Secretary of State,
Washington, D.C.

JAPAN

Trade in Cotton Textiles

Understanding effected by exchange of notes
Signed at Washington June 29, 1971;
Entered into force June 29, 1971;
Effective January 1, 1971.

The Japanese Ambassador to the Secretary of State

EMBASSY OF JAPAN
WASHINGTON

E-46

WASHINGTON, D.C., *June 29, 1971*

EXCELLENCY:

With reference to the Arrangement between the Government of Japan and the Government of the United States of America concerning trade in cotton textiles between Japan and the United States effected by the Exchange of Notes dated January 12, 1968, with related letters of same date, as amended by the Exchange of Notes dated October 3, 1968 [1] (hereinafter referred to as "the Arrangement of 1968") and to the recent talks between representatives of the two Governments concerning restraint on the exports of cotton textiles from Japan to the United States in 1971, I have the honor to confirm the following understanding on behalf of my Government.

The Government of Japan will continue to take, for the period of twelve months starting from January 1, 1971, the same restraint measures on Japanese exports of cotton textiles to the United States as those applied in accordance with the provisions of the Arrangement of 1968, except that export limits shall be the annual limits for 1970, as stipulated in the Arrangement of 1968, increased by five percent, plus the carry-over from 1970, if any

I have further the honor to request Your Excellency to be good enough to confirm the foregoing understanding on behalf of Your Excellency's Government.

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[1] TIAS 6437, 6561; 19 UST 4419, 6024.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

N USHIBA
Nobuhiko Ushiba

His Excellency
WILLIAM P ROGERS
Secretary of State

The Secretary of State to the Japanese Ambassador

DEPARTMENT OF STATE
WASHINGTON

JUNE 29, 1971

EXCELLENCY:
I have the honor to acknowledge receipt of Your Excellency's note of June 29, 1971, concerning the export of Japanese cotton textiles to the United States, the text of which reads as follows.

"WASHINGTON, D C., *June 29, 1971*

"Excellency:

"With reference to the Arrangement between the Government of Japan and the Government of the United States of America concerning trade in cotton textiles between Japan and the United States effected by the Exchange of Notes dated January 12, 1968, with related letters of same date, as amended by the Exchange of Notes dated October 3, 1968 (hereinafter referred to as 'the Arrangement of 1968') and to the recent talks between representatives of the two Governments concerning restraint on the exports of cotton textiles from Japan to the United States in 1971, I have the honor to confirm the following understanding on behalf of my Government.

"The Government of Japan will continue to take, for the period of twelve months starting on January 1, 1971, the same restraint measures on Japanese exports of cotton textiles to the United States as those applied in accordance with the provisions of the Arrangement of 1968, except that export limits shall be the annual limits for 1970, as stipulated in the Arrangement of 1968, increased by five percent, plus the carryover from 1970, if any

"I have further the honor to request Your Excellency to be good enough to confirm the foregoing understanding on behalf of Your Excellency's Government.

"I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

"NOBUHIKO USHIBA

"His Excellency
WILLIAM P ROGERS
Secretary of State"

In reply I have the honor to confirm, on behalf of the Government of the United States, the understanding set forth in Your Excellency's note. Accordingly, Your Excellency's note and this reply shall constitute an understanding between our two Governments.

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

For the Secretary of State.

PHILIP H. TREZISE

His Excellency
NOBUHIKO USHIBA,
Ambassador of Japan.

REPUBLIC OF CHINA

Trade in Cotton Textiles

Agreement amending and extending the agreement of October 12, 1967, as amended and extended.
Effected by exchange of notes
Signed at Washington June 29, 1971,
Entered into force June 29, 1971.

The Secretary of State to the Chinese Ambassador

DEPARTMENT OF STATE
WASHINGTON

JUNE 29, 1971

EXCELLENCY

I have the honor to refer to the cotton textile agreement between our two Governments effected by exchange of notes on October 12, 1967, as amended and extended by exchange of notes on December 22, 1970.[1] As a result of discussions between representatives of our two Governments, I have the honor to propose that the aforementioned agreement be further amended and extended as provided in the following paragraphs

A. Paragraph 1 is amended by changing the first sentence to read as follows "This agreement shall extend through August 31, 1971."

B. The last sentence of Paragraph 7 is amended to read as follows

> "In the eight-month period extending from January 1, 1971 through August 31, 1971 the level of exports permitted under such limitation shall be two-thirds of the corresponding level for the preceding twelve-month period, increased by five percent, the level for the preceding twelve-month period not to include any adjustments under paragraphs 5 or 15."

C. Subparagraph (d) of paragraph 15 is amended to read as follows

> "(d) In the event of shortfall in the agreement year ending December 31, 1970, two-thirds of the carry-over that would

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[1] TIAS 6361, 7011, 18 UST 2752, 21 UST 2694.

be permitted for an agreement year by subparagraphs (a) through (c) shall be permitted for the eight-month period beginning January 1, 1971."

If the foregoing proposal is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of the Republic of China shall constitute an amendment and extension of the cotton textile agreement effected by exchange of notes October 12, 1967, as amended and extended by exchange of notes December 22, 1970.

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

For the Secretary of State

PHILIP H. TREZISE

His Excellency
JAMES C. H. SHEN,
Chinese Ambassador

The Chinese Ambassador to the Secretary of State

EMBASSY OF THE REPUBLIC OF CHINA
WASHINGTON, D.C.

JUNE 29, 1971

EXCELLENCY

I have the honor to acknowledge receipt of your note of today's date which reads as follows

"I have the honor to refer to the cotton textile agreement between our two Governments effected by exchange of notes on October 12, 1967, as amended and extended by exchange of notes on December 22, 1970. As a result of discussions between representatives of our two Governments, I have the honor to propose that the aforementioned agreement be further amended and extended as provided in the following paragraphs

A. Paragraph 1 is amended by changing the first sentence to read as follows "This agreement shall extend through August 31, 1971."

B. The last sentence of Paragraph 7 is amended to read as follows

"In the eight-month period extending from January 1, 1971 through August 31, 1971 the level of exports permitted

under such limitation shall be two-thirds of the corresponding level for the preceding twelve-month period, increased by five percent, the level for the preceding twelve-month period not to include any adjustments under paragraphs 6 or 15."

C. Subparagraph (d) of paragraph 15 is amended to read as follows.

"(d) In the event of shortfall in the agreement year ending December 31, 1970, two-thirds of the carry-over that would be permitted for an agreement year by subparagraphs (a) through (c) shall be permitted for the eight-month period beginning January 1, 1971."

If the foregoing proposal is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of the Republic of China shall constitute an amendment and extension of the cotton textile agreement effected by exchange of notes October 12, 1967, as amended and extended by exchange of notes December 22, 1970.

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

In reply, I have the honor to state that the Government of the Republic of China concurs in the proposals quoted above and agrees that your note and the present reply shall be regarded as constituting an agreement between our two Governments on this matter.

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

JAMES C. H. SHEN

James C. H. Shen
Ambassador of China

The Honorable WILLIAM P ROGERS
Secretary of State
Department of State
Washington, D.C

SPAIN

Extradition

Treaty signed at Madrid May 29, 1970;
Ratification advised by the Senate of the United States of America February 17, 1971;
Ratified by the President of the United States of America March 1, 1971;
Ratified by Spain May 8, 1971;
Ratifications exchanged at Washington June 16, 1971;
Proclaimed by the President of the United States of America July 2, 1971;
Entered into force June 16, 1971.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty on Extradition between the United States of America and Spain was signed on May 29, 1970, the original of which Treaty is annexed hereto,

The Senate of the United States of America by its resolution of February 17, 1971, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on March 1, 1971, in pursuance of the advice and consent of the Senate, and has been duly ratified on the part of the Government of Spain,

The respective instruments of ratification were exchanged at Washington on June 16, 1971,

It is provided in Article XVIII of the Treaty that the Treaty shall enter into force upon the exchange of ratifications;

NOW, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Treaty, to the end that it shall be observed and fulfilled with good faith on and after June 16, 1971 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 second day of July in the year of our Lord one thousand nine hundred seventy-one and of [SEAL] the Independence of the United States of America the one hundred ninety-fifth.

RICHARD NIXON

By the President.
WILLIAM P ROGERS
Secretary of State

TREATY ON EXTRADITION BETWEEN THE UNITED STATES OF AMERICA AND SPAIN

TREATY ON EXTRADITION BETWEEN THE UNITED STATES OF AMERICA AND SPAIN

The President of the United States of America and the Chief of State of Spain, desiring to make more effective the cooperation of the two countries in the repression of crime through the rendering of maximum assistance in matters of extradition,

Have decided to conclude a Treaty and to this end have named as their representatives.

The President of the United States of America, The Honorable William P Rogers, Secretary of State,

The Chief of State of Spain, His Excellency Señor Gregorio Lopez Bravo de Castro, Minister of Foreign Affairs, who have agreed as follows:

ARTICLE I

In accordance with the conditions established in this Treaty, each Contracting Party agrees to extradite to the other, for prosecution or to undergo sentence, persons found in its territory who have been charged with or convicted of any of the offenses mentioned in Article II of this Treaty committed within the territory of the other, or outside thereof under the conditions specified in Article III.

ARTICLE II

A. Persons shall be delivered up according to the provisions of this Treaty for any of the following offenses provided that these offenses

are punishable by the laws of both Contracting Parties by a term of imprisonment exceeding one year:

1. Murder; infanticide, parricide, manslaughter.
2. Abortion.
3. Rape, statutory rape, indecent assault, including sodomy and unlawful sexual acts with or upon minors under the age specified by the penal laws of both Contracting Parties.
4. Aggravated injury or mutilation.
5. Procuration.
6. Willful nonsupport or willful abandonment of a child or spouse when for that reason the life of that child or spouse is or is likely to be endangered.
7. Bigamy
8. Kidnapping or abduction, child stealing; false imprisonment.
9. Robbery or larceny or burglary; housebreaking.
10. Embezzlement, malversation, breach of fiduciary relationship.
11. Obtaining money, valuable securities or property, by false pretenses, by threat of force or by other fraudulent means including the use of the mails or other means of communication.
12. Any offense relating to extortion or threats.
13. Bribery, including soliciting, offering and accepting.
14. Receiving or transporting any money, valuable securities or other property knowing the same to have been obtained pursuant to a criminal act.
15. Any offense relating to counterfeiting or forgery; making a false statement to a government agency or official.
16. Any offense relating to perjury or false accusation.
17. Arson, malicious injury to property
18. Any malicious act that endangers the safety of any person in a railroad train, or aircraft or vessel or bus or other means of transportation.
19. Piracy, defined as mutiny or revolt on board an aircraft or vessel against the authority of the captain or commander of such aircraft or vessel, any seizure or exercise of control, by force or violence or threat of force or violence, of an aircraft or vessel.
20. Any offense against the bankruptcy laws.
21. Any offense against the laws relating to narcotic drugs, psychotropic drugs, cocaine and its derivatives, and other dangerous drugs, including cannabis, and chemicals or substances injurious to health.
22. Any offense relating to firearms, explosives, or incendiary devices.
23. Unlawful interference in any administrative or juridical proceedings by bribing, threatening, or injuring by any means, any officer, juror, witness, or duly authorized person.

B. Extradition shall also be granted for participation in any of the offenses mentioned in this article, not only as principal or accomplices, but as accessories, as well as for attempt to commit or conspiracy to commit any of the aforementioned offenses, when such participation, attempt or conspiracy is subject, under the laws of both Parties, to a term of imprisonment exceeding one year.

C. If extradition is requested for any offense listed in paragraphs A or B of this article and that offense is punishable under the laws of both Contracting Parties by a term of imprisonment exceeding one year, such offense shall be extraditable under the provisions of this Treaty whether or not the laws of both Contracting Parties would place that offense within the same category of offenses made extraditable by paragraphs A and B of this article and whether or not the laws of the requested Party denominate the offense by the same terminology

D Extradition shall also be granted for the above mentioned offenses, even when, in order to recognize the competent federal jurisdiction, circumstances such as the transportation from one State to another, have been taken into account and may be elements of the offense.

Article III

A. For the purposes of this Treaty the territory of a Contracting Party shall include all territory under the jurisdiction of that Contracting Party, including airspace and territorial waters and vessels and aircraft registered in that Contracting Party if any such aircraft is in flight or if any such vessel is on the high seas when the offense is committed. For purposes of this Treaty an aircraft shall be considered to be in flight from the moment when power is applied for the purpose of take-off until the moment when the landing run ends.

B. Without prejudice to paragraph A, 1 of Article V, when the offense for which extradition has been requested has been committed outside the territory of the requesting Party, extradition may be granted if the laws of the requested Party provide for the punishment of such an offense committed in similar circumstances, and if the person whose surrender is sought is not also the subject of a request from another State whose jurisdiction over the person may take preference for territorial reasons and in respect of which there exists an equal possibility of acceding to a request for extradition.

Article IV

Neither of the Contracting Parties shall be bound to deliver up its own nationals, but the executive authority of the United States and the competent authority of Spain shall have the power to deliver them up, if, in its discretion, it be deemed proper to do so.

ARTICLE V

A. Extradition shall not be granted in any of the following circumstances:

1. When the person whose surrender is sought is being proceeded against or has been tried and discharged or punished in the territory of the requested Party for the offense for which his extradition is requested.

2. When the person whose surrender is sought has been tried and acquitted or has undergone his punishment in a third State for the offense for which his extradition is requested.

3. When the prosecution or the enforcement of the penalty for the offense has become barred by lapse of time according to the laws of either of the Contracting Parties.

4. When the offense in respect of which the extradition is requested is regarded by the requested Party as an offense of a political character, or that Party has substantial grounds for believing that the request for extradition has been made for the purpose of trying or punishing a person for an offense of the above mentioned character. If any question arises as to whether a case comes within the provisions of this subparagraph, the authorities of the Government on which the requisition is made shall decide.

5. When the offense is purely military

B. For the purposes of the application of subparagraph A, 4 of this article, the attempt, whether consummated or not, against the life of the Head of State or of a member of his family shall not be considered a political offense or an act connected with such an offense.

C. For the same purposes of application of subparagraph A, 4 of this article an offense committed by force or intimidation on board a commercial aircraft carrying passengers in scheduled air services or on a charter basis, with the purpose of seizing or exercising control of such aircraft, will be presumed to have a predominant character of a common crime when the consequences of the offense were or could have been grave. The fact that the offense has endangered the life or jeopardized the safety of the passengers or crew will be given special consideration in the determination of the gravity of such consequences.

ARTICLE VI

If a request for extradition is made under this Treaty for a person who at the time of such request is under the age of eighteen years and is considered by the requested Party to be one of its residents, the requested Party, upon a determination that extradition would disrupt the social readjustment and rehabilitation of that person, may recommend to the requesting Party that the request for extradition be withdrawn, specifying the reasons therefor

ARTICLE VII

When the offense for which the extradition is requested is punishable by death under the laws of the requesting Party, extradition shall be denied unless the requesting Party provides such assurances as the requested Party considers sufficient that the death penalty shall not be imposed, or, if imposed, shall not be executed.

ARTICLE VIII

The requested Party may, after a decision on the request has been rendered by a court of competent jurisdiction, defer the surrender of the person whose extradition is requested when that person is being proceeded against or is serving a sentence in the territory of the requested Party for an offense other than that for which extradition has been requested until the conclusion of the proceedings and the full execution of any punishment he may be or may have been awarded.

ARTICLE IX

The determination that extradition based upon the request therefor should or should not be granted shall be made in accordance with this Treaty and with the law of the requested Party The person whose extradition is sought shall have the right to use such remedies and recourses as are provided by such law

ARTICLE X

A. The request for extradition shall be made through the diplomatic channel.

B. The request shall be accompanied by·

1. A description of the person sought,
2. A statement of the facts of the case,
3. The text of the applicable laws of the requesting Party including the law defining the offense, the law prescribing the punishment for the offense, and the law relating to the limitations of the legal proceedings or the enforcement of the penalty for the offense.

C. 1. When the request relates to a person already convicted, it must be accompanied by·

When emanating from the United States, a copy of the judgment of conviction and of the sentence, if it has been passed, or

When emanating from Spain, a copy of the sentence.

2. In any case, a statement showing that the sentence has not been served or how much of the sentence has not been served shall accompany the request.

D When the request relates to a person who has not yet been convicted, it must also be accompanied by a warrant of arrest issued by a judge or other judicial officer of the requesting Party

The requested Party may require the requesting Party to produce prima facie evidence to the effect that the person claimed has com-

mitted the offense for which extradition is requested. The requested Party may refuse the extradition request if an examination of the case in question shows that the warrant is manifestly ill-founded.

E. If a question arises regarding the identity of the person whose extradition is sought, evidence proving the person requested is the person to whom the warrant of arrest or sentence refers shall be submitted.

F The documents which, according to this article, shall accompany the extradition request, shall be admitted in evidence when.

In the case of a request emanating from Spain they bear the signature of a judge or other juridical or public official and are certified by the principal diplomatic or consular officer of the United States in Spain, or

In the case of a request emanating from the United States they are signed by a judge, magistrate or officer of the United States and they are sealed by the official seal of the Department of State and are certified by the Embassy of Spain in the United States.

G. The documents mentioned in this article shall be accompanied by an official translation into the language of the requested Party which will be at the expense of the requesting Party

ARTICLE XI

A. In case of urgency a Contracting Party may apply to the other Contracting Party for the provisional arrest of the person sought pending the presentation of the request for extradition through the diplomatic channel. This application may be made either through the diplomatic channel or directly between the respective Ministries of Justice.

B. The application shall contain a description of the person sought, an indication of intention to request the extradition of the person sought and a statement of the existence of a warrant of arrest or a judgment of conviction or sentence against that person, and such further information, if any, as may be required by the requested Party

C. On receipt of such an application the requested Party shall take the necessary steps to secure the arrest of the person claimed.

D A person arrested upon such an application shall be set at liberty upon the expiration of 30 days from the date of his arrest if a request for his extradition accompanied by the documents specified in Article X shall not have been received. However, this stipulation shall not prevent the institution of proceedings with a view to extraditing the person sought if the request is subsequently received.

ARTICLE XII

If the requested Party requires additional evidence or information to enable it to decide on the request for extradition, such evidence or

information shall be submitted to it within such time as that Party shall require.

If the person sought is under arrest and the additional evidence or information submitted as aforesaid is not sufficient or if such evidence or information is not received within the period specified by the requested Party, he shall be discharged from custody However, such discharge shall not bar the requesting Party from submitting another request in respect of the same or any other offense.

ARTICLE XIII

A person extradited under the present Treaty shall not be detained, tried or punished in the territory of the requesting Party for an offense other than that for which extradition has been granted nor be extradited by that Party to a third State unless:

1. He has left the territory of the requesting Party after his extradition and has voluntarily returned to it,
2. He has not left the territory of the requesting Party within 45 days after being free to do so, or
3. The requested Party has consented to his detention, trial, punishment or to his extradition to a third State for an offense other than that for which extradition was granted.

These stipulations shall not apply to offenses committed after the extradition.

ARTICLE XIV

A Party which receives two or more requests for the extradition of the same person either for the same offense, or for different offenses, shall determine to which of the requesting States it will extradite the person sought, taking into consideration the existing circumstances and particularly the possibility of a later extradition between the requesting States, the seriousness of each offense, the place where the offense was committed, the nationality of the person sought, the dates upon which the requests were received and the provisions of any extradition agreements between the requested Party and the other requesting State or States.

ARTICLE XV

The requested Party shall promptly communicate to the requesting Party through the diplomatic channel the decision on the request for extradition.

In the case of a complete or partial rejection of the extradition request, the requested Party shall indicate the reasons for the rejection.

If the extradition has been granted, the authorities of the requesting and requested Parties shall agree on the time and place of the surrender of the person sought. Surrender shall take place within such time as may be prescribed by the laws of the requested Party

If the person sought is not removed from the territory of the requested Party within the time prescribed, he may be set at liberty and the requested Party may subsequently refuse to extradite that person for the same offense.

ARTICLE XVI

To the extent permitted under the law of the requested Party and subject to the rights of third Parties, which shall be duly respected, all articles acquired as a result of the offense or which may be required as evidence shall, if found, be surrendered upon the granting of the extradition request.

Subject to the qualifications of the first paragraph, the above mentioned articles shall be returned to the requesting Party even if the extradition, having been agreed to, cannot be carried out owing to the death or escape of the person sought.

ARTICLE XVII

Expenses related to the transportation of the person sought shall be paid by the requesting Party The appropriate legal officers of the country in which the extradition proceedings take place shall, by all legal means within their power, assist the requesting Party before the respective judges and magistrates.

No pecuniary claim, arising out of the arrest, detention, examination and surrender of persons sought under the terms of this Treaty, shall be made by the requested Party against the requesting Party

ARTICLE XVIII

The ratifications of this Treaty shall be exchanged in Washington as soon as possible.

This Treaty shall enter into force upon the exchange of ratifications and will continue in force until either Contracting Party shall give notice of termination to the other, which termination shall be effective six months after the date of receipt of such notice.

This Treaty shall terminate and replace the Extradition Treaty between the United States and Spain signed at Madrid June 15, 1904 and the Protocol thereto signed at San Sebastian August 13, 1907, [1] however, the crimes listed in that Treaty and Protocol and committed prior to the entry into force of this Treaty shall nevertheless be subject to extradition pursuant to the provisions of that Treaty and Protocol.

[1] TS 492; 35 Stat 1947, 1955.

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TRATADO DE EXTRADICION ENTRE LOS ESTADOS UNIDOS DE AMERICA Y ESPAÑA

TRATADO DE EXTRADICION ENTRE LOS ESTADOS UNIDOS DE AMERICA Y ESPAÑA

El Presidente de los Estados Unidos de América y el Jefe del Estado Español animados del deseo de hacer más efectiva la cooperación de los dos países en la represión de delitos prestándose la máxima asistencia en materia de extradicion,

HAN DECIDIDO concertar un Tratado y a este fin han nombrado como Plenipotenciarios suyos.

El Presidente de los Estados Unidos de America al Excelentísimo Señor William P Rogers, Secretario de Estado,

El Jefe del Estado Español al Excelentísimo Señor Don Gregorio Lopez Bravo, Ministro de Asuntos Exteriores, los cuales, después de haber cambiado entre sí sus plenos poderes, hallados en buena y debida forma, han convenido lo siguiente.

ARTÍCULO 1

De acuerdo con las condiciones establecidas en este Tratado, cada Parte contratante se compromete a entregar a la otra, para ser juzgadas o para cumplir sentencia, las personas que se encuentren en su territorio y que hayan sido acusadas o condenadas por cualquiera de los delitos mencionados en el Artículo 2 del presente Tratado, cometidos en el territorio de la otra Parte o fuera de él en las condiciones señaladas en el Artículo 3.

ARTÍCULO 2

A. De conformidad con lo establecido en este Tratado, serán entregadas las personas acusadas o condenadas por cualquiera de los delitos siguientes, siempre que sean punibles según las leyes de ambas Partes con una pena privativa de libertad superior a un año

1 Homicidio, infanticidio, parricidio y asesinato.

2. Aborto.

3. Violación, estupro y abusos deshonestos, incluyendo en estos la sodomía y los actos sexuales ilicitos cometidos con menores de la edad especificada en las legislaciones penales de ambas Partes.

4. Lesiones o mutilaciones graves.

5. Proxenetismo.

6. Deliberada falta de asistencia o abandono de los hijos o esposos cuando, a causa de ello, su vida corre o puede correr peligro.

7 Bigamia.

8. Secuestro de personas o niños, con o sin rescate, detención ilegal.

9. Robo, hurto y allanamiento de morada.

10. Desfalco, malversación y apropiación indebida.

11. Obtención de dinero, títulos o cualquier clase de bienes, por medio de engaño, amenazas o cualquier otro medio fraudulento, incluyendo el uso del correo u otros medios de comunicación.

12. Cualquier delito relativo a coacciones y amenazas.

13. Cohecho, comprendiendo al que solicita, al que ofrece y al que acepta la dádiva.

14. Recepción o transporte de dinero, títulos u otros bienes, a sabiendas de que proceden de un delito.

15. Cualquier delito relativo a la falsificación de moneda o billetes de banco o a la falsedad en documentos, o en una declaración hecha a un organismo gubernamental u oficial.

16. Cualquier delito relativo al falso testimonio o denuncia falsa.

17 Incendio y daños intencionales.

18. Todo acto malicioso que atente contra la seguridad de las personas situadas en un tren, avión, buque, omnibús, u otro medio de transporte.

19. Piratería, comprendido el apoderamiento o ejercicio de control y el motín o rebelión contra la autoridad del capitán o comandante a bordo de un avión o nave, cometida con fuerza, violencia, intimidación o amenaza.

20. Quiebra o insolvencias fraudulentas.

21. Cualquier delito relativo a la legislación de estupefacientes, substancias tóxicas o peligrosas, sus derivados y preparados, especialmente el cannabis, heroina, cocaina y drogas sicotrópicas.

22. Cualquier delito relativo a armas de fuego, explosivos o dispositivos incendiarios.

23. Interferencia ilegal en cualquier procedimiento administrativo o judicial mediante cohecho, amenazas o daños contra cualquier autoridad, funcionario, jurado o testigo.

B. La extradición será tambien concedida por la participación en los delitos mencionados, no solo como autor o cómplice, sino tambien como encubridor, así como por la tentativa y conspiración para cometerlos, siempre que resulte punible por ambas legislaciones con una privación de libertad superior a un año.

C. Si se solicita la extradición por cualquiera de los delitos incluidos en los párrafos A y B de este Artículo, y dicho delito es punible según la legislación de ambas Partes contratantes con una pena privativa de libertad superior a un año, la extradición será procedente aunque las

leyes de ambas Partes no consideren incluido el delito en la misma categoría de la lista o aunque no lo designen con la misma terminología.

D Tambien se concederá la extradición por los delitos arriba mencionados, aun cuando para el reconocimiento de la jurisdicción federal competente se hayan tenido en cuenta circunstancias que, como el transporte de un Estado a otro, sean tomadas en consideración y puedan ser elementos del delito.

ARTÍCULO 3

A. A los efectos de este Tratado, el territorio de una de las Partes contratantes comprende el territorio, el espacio aéreo y las aguas territoriales sometidas a su jurisdicción, asi como los buques y aeronaves matriculados en ella cuando se encuentren en vuelo o en alta mar en el momento de cometerse el delito. Se considerará que un avión está en vuelo desde el momento en que se aplique la fuerza motriz para despegar hasta que termine el recorrido del aterrizaje.

B. Sin perjuicio de lo dispuesto en el número 1 del párrafo A del Artículo 5, cuando el delito que motiva la extradición haya sido cometido fuera del territorio de la Parte requirente la otra Parte podrá acceder a la solicitud siempre que se trate de un delito que sus leyes sometan a la jurisdicción de sus tribunales cuando se cometan en similares circunstancias y el responsable no esté reclamado por otro Estado cuya jurisdicción sea preferente por razones territoriales y respecto al cual existe igualmente la posibilidad de acceder a la extradición.

ARTÍCULO 4

Ninguna de las Partes contratantes tendrá la obligación de entregar a sus propios nacionales, pero el Poder Ejecutivo de los Estados Unidos o la autoridad competente de España, tendrá la facultad de entregarlos si, a su juicio, lo consideran procedente.

ARTÍCULO 5

A. No se concederá la extradición en ninguna de las circunstancias siguientes.

1. Cuando la persona reclamada sea objeto de proceso o haya sido ya juzgada en el territorio de la Parte requerida por el delito por el cual se pide la extradición.

2. Cuando la persona reclamada haya sido juzgada y absuelta en un tercer Estado por el delito por el cual se solicita la extradición o haya cumplido la correspondiente pena.

3. Cuando la acción penal o la pena hayan prescrito según las leyes de cualquiera de las dos Partes.

4. Cuando el delito por el que se pide la extradición se considere por la Parte requerida como un delito de carácter político o haya razones fundadas para creer que el requerimiento de extradición ha sido hecho con el propósito de perseguir o castigar a una persona por

un delito del referido carácter. Si surgiera alguna duda respecto a si un caso cae o no dentro de las disposiciones de este apartado, decidirán las Autoridades del Gobierno de la Parte requerida.

5. Cuando el delito sea estrictamente militar.

B. A los efectos de la aplicación del número 4 del apartado A de este artículo, el atentado contra la vida del Jefe del Estado o de un miembro de su familia, consumado o no, no será considerado como un delito político o conexo con un hecho de esta naturaleza.

C. A los mismos efectos indicados en el número 4 del apartado A de este artículo, en los delitos cometidos mediante fuerza o intimidación a bordo de aeronaves comerciales de pasajeros en servicios regulares o en vuelos "charter" con el propósito de apoderarse o ejercer su control, se considerará prevalente su carácter de delito común cuando las consecuencias sean, o hubieran podido ser, graves. El hecho de que el acto haya comprometido o lesionado la integridad, la seguridad o la vida de los pasajeros o de la tripulación, se tendrá en especial consideración para determinar la gravedad de dichas consecuencias.

ARTÍCULO 6

Cuando se solicite la extradición de una persona que en el momento de la demanda sea menor de dieciocho años, la Parte requerida que lo considere como residente y estime que la extradición puede perjudicar la readaptación social y rehabilitación del reclamado, podrá sugerir razonadamente a la Parte requirente que retire la demanda.

ARTÍCULO 7

Cuando el delito por el cual se pide la extradición pueda ser castigado con la pena de muerte según las leyes de la Parte requirente, la extradición será denegada a no ser que la Parte requirente ofrezca garantías, consideradas suficientes por la Parte requerida, de que no se impondrá la pena de muerte o de que si se impone, no será ejecutada.

ARTÍCULO 8

La Parte requerida puede, una vez que el tribunal competente haya llegado a una decisión sobre la petición, posponer la entrega de la persona cuya extradición se haya pedido, cuando dicha persona esté sujeta a procedimiento o cumpliendo condena en el territorio de la Parte requerida por un delito diferente de aquel por el que se pide su extradición, hasta que se concluya dicho procedimiento y se cumpla la sentencia que le puede ser o le haya sido impuesta.

ARTÍCULO 9

La decisión sobre la solicitud de extradición se tomará de acuerdo con las disposiciones de este Tratado y las leyes de la Parte requerida.

La persona cuya extradición se pide tendra derecho a utilizar los recursos previstos por dicha legislación.

ARTÍCULO 10

A. La solicitud de extradición se enviara por la vía diplomatica.
B. La solicitud debera ir acompañada de.

1. Los datos de identificación de la persona reclamada,
2. el relato de los hechos del caso,
3. los textos legales de la Parte requirente que sean aplicables, incluyendo los preceptos que establezcan el delito, la pena, el procedimiento y que regulen la prescripción y la ejecución.

C. 1. Cuando el requerimiento se refiera a una persona que ya ha sido condenada, deberá ir acompañado

Si procede de los Estados Unidos de América, una copia de la declaración de culpabilidad y de la sentencia, si se hubiera pronunciado,
Si procede de España, una copia de la sentencia dictada.

2. En ambos casos, se enviara tambien una certificación de que la sentencia no se ha cumplido, o de la parte que falta por cumplir.

D Cuando el requerimiento se refiera a una persona que todavia no ha sido condenada, deberá ir tambien acompañado de una orden de detención emitida por un Juez u otra autoridad judicial de la Parte requirente.
La Parte requerida podrá solicitar que la requirente presente pruebas suficientes para establecer "Prima facie" que la persona reclamada ha cometido el delito por el cual la extradición se formula. La Parte requerida puede denegar la extradición si un examen del caso demuestra que la orden de arresto es manifiestamente infundada.
E. Si se suscitase duda sobre la identidad de la persona objeto de la extradición, deberán enviarse los elementos de prueba que demuestren que la persona reclamada es la misma a la que se refiere la sentencia de arresto o la orden de arresto.
F Los documentos que, de conformidad con este artículo deben acompañar a la demanda de extradición, serán admitidos como medio de prueba cuando
Si proceden de España, lleven la firma de un Juez, otra autoridad judicial o funcionario público y estén legalizados por el principal agente diplomatico o consular de los Estados Unidos en España.
Si proceden de los Estados Unidos, esten firmados por un Juez, Magistrado o autoridad pública de los Estados Unidos, sellados con el sello oficial del Departamento de Estado y legalizados por la Embajada de España en los Estados Unidos.

G. Los documentos mencionados en este artículo se presentarán acompañados de una traducción oficial al idioma de la Parte requerida, que será de cargo de la requirente.

ARTÍCULO 11

A. En casos de urgencia, cualquiera de las Partes contratantes podrá solicitar de la otra Parte la detención provisional de la persona reclamada, en espera de la presentación del requerimiento de extradición, a través de la vía diplomática. Esta solicitud podrá ser hecha, además de a través de la vía diplomática, por comunicación directa entre los respectivos Ministerios de Justicia.

B. Esta solicitud deberá contener la descripción de la persona reclamada, la indicación de la intención de solicitar la extradición de dicha persona, la declaración de la existencia de una orden de arresto o la declaración de culpabilidad o sentencia contra dicha persona y cualquier otra información que pueda ser exigida por la Parte requerida.

C. Al recibir una solicitud de esta naturaleza, la Parte requerida tomará las medidas adecuadas para asegurar la detención de la persona reclamada.

D La persona detenida en virtud de esta solicitud, será puesta en libertad si despues de transcurridos treinta días desde su detención, no se ha recibido la solicitud de extradición acompañada de los documentos especificados en el Artículo 10. Sin embargo, esta disposición no impedirá la iniciación de un procedimiento dirigido a la extradición del reclamado, si la petición se recibe posteriormente.

ARTÍCULO 12

Si la Parte requerida solicita comprobantes o informaciones adicionales para decidir sobre la demanda de extradición, deberán serle del plazo que a tal efecto señale.

Si la persona reclamada se encuentra detenida y no son suficientes los comprobantes o la información adicional facilitada como anteriormente se indica, o no han sido recibidos dentro del periodo señalado por la Parte requerida, dicha persona será puesta en libertad. Sin embargo, esta puesta en libertad no impedirá a la Parte requirente presentar otra demanda con respecto al mismo delito, o a cualquier otro.

ARTÍCULO 13

La persona cuya extradición se haya efectuado en virtud del presente Tratado no será detenida, juzgada o castigada en el territorio de la Parte requirente por delito distinto de aquel por el cual se ha concedido la extradición, ni será objeto de extradición por dicha Parte a un tercer Estado, a menos que.

1. Haya abandonado el territorio de la Parte requirente después de su extradición y voluntariamente haya vuelto a él,

2. No haya abandonado el territorio de la Parte requirente dentro de los 45 días después de tener libertad para hacerlo,

3. La Parte requerida hubiera permitido su detención, juicio, condena o consentido su extradición a un tercer Estado por un delito distinto de aquel por el cual se concedió la extradición.

Estas disposiciones no serán aplicables a los delitos cometidos después de la extradición.

ARTÍCULO 14

La Parte que reciba dos o más demandas de extradición de una persona por el mismo o por distintos delitos, decidirá a cual de los Estados requirentes la entregará. Para ello, tendrá en cuenta las circunstancias que concurran, y especialmente la posibilidad de una posterior extradición entre los Estados requirentes, la gravedad de cada delito, el lugar donde se cometieron, la nacionalidad de la persona reclamada, las fechas en que se recibieron las demandas y las disposiciones de los Convenios de extradición entre la Parte requerida y el otro, o los otros, Estados requirentes.

ARTÍCULO 15

La Parte requerida comunicará a la requirente, lo antes posible y por vía diplomática, su resolución sobre la demanda de extradición.

En el caso de una negativa, total o parcial, la Parte requerida consignará las razones en que base su negativa.

Si la extradición ha sido acordada, las autoridades de ambas Partes se pondrán de acuerdo sobre la fecha y el lugar de la entrega. Esta deberá verificarse dentro del plazo señalado en las leyes de la Parte requerida.

Si el reclamado no hubiera sido retirado del territorio de la Parte requerida dentro del citado plazo, podrá ser puesto en libertad y dicha Parte requerida podrá negar, posteriormente, la extradición del reclamado por el mismo delito.

ARTÍCULO 16

En la medida que lo permitan las leyes de la Parte requerida y sin perjuicio de los derechos de terceros, que serán debidamente respetados, todos los objetos procedentes del delito o las piezas de convicción, si se encuentran, serán entregados a la Parte requirente una vez concedida la extradición.

En las condiciones especificadas en el párrafo anterior, los objetos mencionados serán entregados a la Parte requirente incluso si la extradición acordada no puede llevarse a efecto por muerte o evasión del reclamado.

ARTÍCULO 17

Los gastos relativos al transporte de la persona reclamada serán pagados por la Parte requirente. Los funcionarios y autoridades

competentes del Estado en que el procedimiento de extradición tenga lugar deberán mantener, dentro de sus facultades legales, la solicitud de la Parte requirente ante los correspondientes jueces y Tribunales.

La Parte requerida no presentará a la Parte requirente ninguna reclamación pecuniaria derivada del arresto, custodia, comparecencia y entrega de las personas reclamadas de acuerdo con las disposiciones de este Tratado.

ARTÍCULO 18

Los instrumentos de ratificación de este Tratado serán intercambiados en Washington tan pronto como sea posible.

Este Tratado entrará en vigor despues del intercambio de ratificaciones y continuará en vigor hasta que cualquiera de las Partes lo denuncie. La denuncia surtirá efectos seis meses despues de la fecha de su recibo.

Este Tratado deroga y reemplaza al Tratado de Extradición entre los Estados Unidos y España firmado en Madrid el 15 de junio de 1.904 y el Protocolo firmado en San Sebastián el 13 de agosta de 1.907 Sin embargo, los delitos que figuran en la lista de dicho Tratado y Protocolo que hayan sido cometidos antes de la entrada en vigor del presente Tratado, seguirán sujetos a la extradición de conformidad con las disposiciones de aquel Tratado y Protocolo.

IN WITNESS WHEREOF the Plenipotentiaries have signed this Treaty and have hereunto affixed their seals.

DONE in duplicate, in the English and Spanish languages, both equally authentic, at Madrid this twenty-ninth day of May, one thousand nine hundred seventy

EN FE DE LO CUAL, los Plenipotenciarios han firmado y sellado este Tratado.

HECHO por duplicado en Inglés y en Español, siendo igualmente auténticos ambos textos, en Madrid el veintinueve de mayo de mil novecientos setenta.

FOR THE UNITED STATES OF AMERICA.

WILLIAM P ROGERS

[SEAL]

FOR SPAIN.

GREGORIO LÓPEZ BRAVO

[SEAL]

MULTILATERAL

Additional Protocol II to the Treaty for the Prohibition of Nuclear Weapons in Latin America

Done at México February 14, 1967;
Ratification advised by the Senate of the United States of America, with understandings and declarations, April 19, 1971;
Ratified by the President of the United States of America, with said understandings and declarations, May 8, 1971,
Ratification of the United States of America deposited at México, with said understandings and declarations, May 12, 1971;
Proclaimed by the President of the United States of America June 11, 1971;
Entered into force with respect to the United States of America May 12, 1971.
With text of the treaty for the prohibition of nuclear weapons in Latin America and additional protocol I [1]
Done at México February 14, 1967.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

Additional Protocol II to the Treaty for the Prohibition of Nuclear Weapons in Latin America, done at the City of Mexico on February 14, 1967, was signed on behalf of the United States of America on April 1, 1968, the text of which Protocol is word for word as follows.

[1] The United States is not a party to the treaty or additional protocol I.

ADDITIONAL PROCTOL II [1]

The undersigned Plenipotentiaries, furnished with full powers by their respective Governments,

Convinced that the Treaty for the Prohibition of Nuclear Weapons in Latin America,[2] negotiated and signed in accordance with the recommendations of the General Assembly of the United Nations in Resolution 1911 (XVIII) of 27 November 1963, represents an important step towards ensuring the non-proliferation of nuclear weapons,

Aware that the non-proliferation of nuclear weapons is not an end in itself but, rather, a means of achieving general and complete disarmament at a later stage, and

Desiring to contribute, so far as lies in their power, towards ending the armaments race, especially in the field of nuclear weapons, and towards promoting and strengthening a world at peace, based on mutual respect and sovereign equality of States,

Have agreed as follows:

Article 1. The statute of denuclearization of Latin America in respect of warlike purposes, as defined, delimited and set forth in the Treaty for the Prohibition of Nuclear Weapons in Latin America of which this instrument is an annex, shall be fully respected by the Parties to this Protocol in all its express aims and provisions.

Article 2. The Governments represented by the undersigned Plenipotentiaries undertake, therefore, not to contribute in any way to the performance of acts involving a violation of the obligations of article 1 of the Treaty in the territories to which the Treaty applies in accordance with article 4 thereof.

Article 3. The Governments represented by the undersigned Plenipotentiaries also undertake not to use or threaten to use nuclear weapons against the Contracting Parties of the Treaty for the Prohibition of Nuclear Weapons in Latin America.

Article 4. The duration of this Protocol shall be the same as that of the Treaty for the Prohibition of Nuclear Weapons in Latin America of which this Protocol is an annex, and the definitions of territory and nuclear weapons set forth in articles 3 and 5 of the Treaty shall be applicable to this Protocol, as well as the provisions regarding ratification, reservations, denunciation, authentic texts and registration contained in articles 26, 27, 30 and 31 of the Treaty

Article 5. This Protocol shall enter into force, for the States which have ratified it, on the date of the deposit of their respective instruments of ratification.

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[1] For the Chinese and Russian language texts, see 634 UNTS 392, 413.

[2] 634 UNTS 281. For the English language text, see p. 762.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, having deposited their full powers, found in good and due form, sign this Additional Protocol on behalf of their respective Governments.

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

N J A. CHEETHAM

FOR THE UNITED STATES OF AMERICA.

HUBERT H HUMPHREY

(with a Statement)[1]

PROTOCOLE ADDITIONNEL II

Les Plénipotentiaires soussignés, munis des pleins pouvoirs de leurs Gouvernements respectifs,

Convaincus que le Traité visant l'Interdiction des Armes Nucléaires en Amérique Latine, négocié et signé en application des recommandations de l'Assembleé générale des Nations Unies, contenues dans la résolution 1911 (XVIII) du 27 novembre 1963, représente une mesure importante en vue d'assurer la non-prolifération des armes nucléaires,

Conscients du fait que la non-prolifération des armes nucléaires ne constitue pas une fin en soi, mais un moyen d'aboutir, à une étape ultérieure, au désarmement général et complet, et

Desireux de contribuer, dans la mesure de leurs possibilités, à mettre un terme à la course aux armements, notamment dans le domaine des armes nucléaires, et à favoriser et à consolider la paix mondiale, fondée sur le respect mutuel et l'égalité souveraine des États,

Sont convenus de ce qui suit:

Article 1. Le statut de dénuclearisation par rapport à des fins belliqueuses de l'Amérique latine, tel qu'il est défini, délimité et énoncé en vertu des dispositions du Traité visant l'Interdiction des Armes Nucléaires en Amérique Latine, dont cet instrument est une annexe, sera pleinement respecté par les Parties au présent Protocole, en ce qui concerne ses buts et ses dispositions expresses.

Article 2. Les Gouvernements représentés par les Plénipotentiaires soussignés s'engagent, par conséquent, à ne contribuer en aucune manière à l'exécution, dans les territoires auxquels ledit Traité est applicable, conformément aux dispositions de son article 4, d'actes qui constituent une violation des obligations énoncées à l'article premier du Traité.

Article 3. Les Gouvernements représentés par les Plénipotentiaires soussignés s'engagent en outre à ne recourir ni à l'emploi d'armes

[1] Statement subsequently revised and included in instrument of ratification. For text, see p. 760.

nucléaires ni à la menace de leur emploi contre les Parties contractantes au Traité visant l'Interdiction des Armes Nucléaires en Amérique Latine.

Article 4. Le présent Protocole aura la même durée que le Traité visant l'Interdiction des Armes Nucléaires en Amérique Latine dont il est une annexe, les définitions relatives au territoire et aux armes nucléaires qui figurent aux articles 3 et 5 du Traité, ainsi que les dispositions relatives à la ratification, aux réserves et à la dénonciation, aux textes authentiques et à l'enregistrement, figurant aux articles 26, 27, 30 et 31 dudit Traité, lui sont applicables.

Article 5. Le présent Protocole entrera en vigueur pour les États qui l'auront ratifié, à la date du dépôt de leurs instruments respectifs de ratification.

EN FOI DE QUOI, les Plénipotentaires soussignés, ayant déposé leurs pleins pouvoirs, trouvés en bonne et due forme, signent le présent Protocole additionnel au nom de leurs Gouvernments respectifs.

POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD·

N J. A. CHEETHAM

POUR LES ETATS-UNIS D'AMÉRIQUE.

HUBERT H HUMPHREY

(with a Statement)

PROTOCOLO ADICIONAL II

Os Plenipotenciários abaixo assinados, providos de plenos poderes dos seus respectivos Governos,

Convencidos de que o Tratado para a Proscrição de Armas Nucleares na América Latina, negociado e assinado em cumprimento das recomendações da Assembléia Geral das Nações Unidas, constantes da Resolução 1911 (XVIII) de 27 de novembro de 1963, representa um importante passo para assegurar a não proliferação de armas nucleares,

Conscientes de que a não proliferação de armas nucleares não constitui um fim em si mesma, mas um meio para atingir, em etapa ulterior, o desarmamento geral e completo, e

Desejosos de contribuir, na medida de suas possibilidades, para pôr têrmo à corrida armamentista, especialmente no campo das armas nucleares, e a favorecer a consolidação da paz no mundo, baseada no respeito mútuo e na igualdade soberana dos Estados,

Convieram o seguinte:

Artigo 1. O estatuto de desnuclearização para fins bélicos da América Latina, tal como está definido, delimitado e enunciado nas disposições do Tratado para a Proscrição de Armas Nucleares na

América Latina, do qual êste instrumento é Anexo, será plenamente respeitado pelas Partes do presente Protocolo em todos os seus objetivos e disposições expressas.

Artigo 2. Os Governos representados pelos Plenipotenciários abaixo assinados comprometem-se, consequentemente, a não contribuir de qualquer forma para que, nos territórios aos quais se aplica o Tratado em conformidade com o artigo 4, sejam praticados atos que constituam uma violação das obrigações enunciadas no artigo 1 do Tratado.

Artigo 3. Os Governos representados pelos Plenipotenciários abaixo assinados se comprometem, igualmente, a não empregar armas nucleares e a não ameaçar com o seu emprêgo contra as Partes Contratantes do Tratado para a Proscrição de Armas Nucleares na América Latina.

Artigo 4. O presente Protocolo terá a mesma duração que o Tratado para a Proscrição de Armas Nucleares na América Latina, do qual é Anexo, e a êle se aplicam as definições de território e de armas nucleares constantes dos artigos 3 e 5 do Tratado, bem como as disposições relativas à ratifição, reservas e denúncia, textos autênticos e registro que figuram nos artigos 26, 27, 30 e 31 do próprio Tratado.

Artigo 5. O presente Protocolo entrará em vigor, para os Estados que o houverem ratificado, na data em que depositem seus respectivos instrumentos de ratificação.

EM TESTEMUNHO DO QUE, os Plenipotenciários abaixo assinados, havendo depositado seus plenos poderes, que foram achados em boa e devida forma, assinam o presente Protocolo Adicional, em nome de seus respectivos Governos.

PELO REINO UNIDO DA GRÃ-BRETANHA E IRLANDA DO NORTE.

N J A. CHEETHAM

PELOS ESTADOS UNIDOS DA AMÉRICA.

HUBERT H. HUMPHREY.

(with a Statement)

PROTOCOLO ADICIONAL II

Los Plenipotenciarios infrascritos, provistos de Plenos Poderes de sus respectivos Gobiernos,

Convencidos de que el Tratado para la Proscripción de las Armas Nucleares en la América Latina, negociado y firmado en cumplimiento de las recomendaciones de la Asamblea General de las Naciones Unidas, contenidas en la Resolución 1911 (XVIII) de 27 noviembre de 1963, representa un importante paso para asegurar la no proliferación de las armas nucleares;

Conscientes de que la no proliferación de las armas nucleares no constituye un fin en sí misma, sino un medio para alcanzar, en una etapa ulterior, el desarme general y completo, y

Deseosos de contribuir, en la medida de sus posibilidades, a poner fin a la carera de armamentos, especialmente en el campo de las armas nucleares, y favorecer y consolidar la paz del mundo, fundada en el respeto mutuo y en la igualdad soberana de los Estados,

Han convenido en lo siguiente:

Artículo 1. El estatuto de desnuclearización para fines bélicos de la América Latina, tal como está definido, delimitado y enunciado en las disposiciones del Tratado para la Proscripción de las Armas Nucleares en la América Latina, del cual este instrumento es Anexo, será plenamente respetado por las Partes en el presente Protocolo en todos sus objetivos y disposiciones expresas.

Artículo 2. Los Gobiernos representados por los Plenipotenciarios infrascritos se comprometen, por consiguiente, a no contribuir en forma alguna a que, en los territorios a los que se aplique el Tratado de conformidad con el artículo 4, sean practicados actos que entrañen una violación de las obligaciones enunciadas en el artículo 1 del Tratado.

Artículo 3. Los Gobiernos representados por los Plenipotenciarios infrascritos se comprometen, además, a no emplear armas nucleares y a no amenazar con su empleo contra las Partes Contratantes del Tratado para la Proscripción de las Armas Nucleares en la América Latina.

Artículo 4. El presente Protocolo tendrá la misma duración que el Tratado para la Proscripción de las Armas Nucleares en la América Latina del cual es Anexo, y a él se aplican las definiciones del territorio y de las armas nucleares contenidas en los artículos 3 y 5 del Tratado, así como las disposiciones relativas a ratificación, reservas y denuncia, textos auténticos y registro que figuran en los artículos 26, 27, 30 y 31 del propio Tratado.

Artículo 5. El presente Protocolo entrara en vigor, para los Estados que lo hubieren ratificado, en la fecha en que depositen sus respectivos instrumentos de ratificación.

EN TESTIMONIO DE LO CUAL, los Plenipotenciarios infrascritos, habiendo depositado sus Plenos Poderes, que fureon hallados en buena y debida forma, firman el presente Protocolo Adicional en nombre de sus respectivos Gobiernos.

POR EL REINO UNIDO DE LA GRAN BRENTAÑA E IRLANDO DEL NORTE:

N J A. CHEETHAM

POR LOS ESTADOS UNIDOS DE AMÉRICA.

HUBERT H HUMPHREY

(with a Statement)

TIAS 7137

The Senate of the United States of America by its resolution of April 19, 1971, two-thirds of the Senators present concurring, gave its advice and consent to the ratification of Additional Protocol II, with the following understandings and declarations.

I

That the United States Government understands the reference in Article 3 of the treaty to "its own legislation" to relate only to such legislation as is compatible with the rules of international law and as involves an excercise of sovereignty consistent with those rules, and accordingly that ratification of Additional Protocol II by the United States Government could not be regarded as implying recognition, for the purposes of this treaty and its protocols or for any other purpose, of any legislation which did not, in the view of the United States, comply with the relevant rules of international law

That the United States Government takes note of the Preparatory Commission's interpretation of the treaty, as set forth in the Final Act, that, governed by the principles and rules of international law, each of the Contracting Parties retains exclusive power and legal competence, unaffected by the terms of the treaty, to grant or deny non-Contracting Parties transit and transport privileges.

That as regards the undertaking in Article 3 of Protocol II not to use or threaten to use nuclear weapons against the Contracting Parties, the United States Government would have to consider that an armed attack by a Contracting Party, in which it was assisted by a nuclear-weapon state, would be incompatible with the Contracting Party's corresponding obligations under Article I of the treaty

II

That the United States Government considers that the technology of making nuclear explosive devices for peaceful purposes is indistinguishable from the technology of making nuclear weapons, and that nuclear weapons and nuclear explosive devices for peaceful purposes are both capable of releasing nuclear energy in an uncontrolled manner and have the common group of characteristics of large amounts of energy generated instantaneously from a compact source. Therefore the United States Government understands the definition contained in Article 5 of the treaty as necessarily encompassing all nuclear explosive devices. It is also understood that Articles 1 and 5 restrict accordingly the activities of the Contracting Parties under paragraph 1 of Article 18.

That the United States Government understands that paragraph 4 of Article 18 of the treaty permits, and that United States adherence to Protocol II will not prevent, collaboration by the United States with Contracting Parties for the purpose of carrying out explosions of nuclear devices for peaceful purposes in a manner consistent with a policy of not contributing to the proliferation of nuclear weapons capabilities. In this connection, the United States Government notes

Article V of the Treaty on the Non-Proliferation of Nuclear Weapons, under which it joined in an undertaking to take appropriate measures to ensure that potential benefits of peaceful applications of nuclear explosions would be made available to non-nuclear-weapon states party to that treaty, and reaffirms its willingness to extend such undertaking, on the same basis, to states precluded by the present treaty from manufacturing or acquiring any nuclear explosive device.

III

That the United States Government also declares that, although not required by Protocol II, it will act with respect to such territories of Protocol I adherents as are within the geographical area defined in paragraph 2 of Article 4 of the treaty in the same manner as Protocol II requires it to act with respect to the territories of Contracting Parties.

The President ratified Additional Protocol II on May 8, 1971, with the above-recited understandings and declarations, in pursuance of the advice and consent of the Senate.

It is provided in Article 5 of Additional Protocol II that the Protocol shall enter into force, for the States which have ratified it, on the date of the deposit of their respective instruments of ratification.

The instrument of ratification of the United Kingdom of Great Britain and Northern Ireland was deposited on December 11, 1969 with understandings and a declaration, and the instrument of ratification of the United States of America was deposited on May 12, 1971 with the above-recited understandings and declarations.

In accordance with Article 5 of Additional Protocol II, the Protocol entered into force for the United States of America on May 12, 1971, subject to the above-recited understandings and declarations.

Now, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public Additional Protocol II to the Treaty for the Prohibition of Nuclear Weapons in Latin America to the end that it shall be observed and fulfilled with good faith, subject to the above-recited understandings and declarations, on and after May 12, 1971 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 eleventh day of June in the year of our Lord one thousand nine hundred seventy-one
[SEAL] and of the Independence of the United States of America the one hundred ninety-fifth.

RICHARD NIXON

By the President.
WILLIAM P ROGERS
Secretary of State

TIAS 7137

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TREATY FOR THE PROHIBITION OF NUCLEAR WEAPONS IN LATIN AMERICA

Preamble

In the name of their peoples and faithfully interpreting their desires and aspirations, the Governments of the States which sign the Treaty for the Prohibition of Nuclear Weapons in Latin America,

Desiring to contribute, so far as lies in their power, towards ending the armaments race, especially in the field of nuclear weapons, and towards strengthening a world at peace, based on the sovereign equality of States, mutual respect and good neighbourliness,

Recalling that the United Nations General Assembly, in its Resolution 808 (IX), adopted unanimously as one of the three points of a coordinated programme of disarmament "the total prohibition of the use and manufacture of nuclear weapons and weapons of mass destruction of every type",

Recalling that militarily denuclearized zones are not an end in themselves but rather a means for achieving general and complete disarmament at a later stage,

Recalling United Nations General Assembly Resolution 1911 (XVIII), which established that the measures that should be agreed upon for the denuclearization of Latin America should be taken "in the light of the principles of the Charter of the United Nations[1] and of regional agreements",

[1] TS 993, 59 Stat. 1031.

Recalling United Nations General Assembly Resolution 2028 (XX), which established the principle of an acceptable balance of mutual responsibilities and duties for the nuclear and non-nuclear powers, and

Recalling that the Charter of the Organization of American States [1] proclaims that it is an essential purpose of the Organization to strengthen the peace and security of the hemisphere,

Convinced.

That the incalculable destructive power of nuclear weapons has made it imperative that the legal prohibition of war should be strictly observed in practice if the survival of civilization and of mankind itself is to be assured,

That nuclear weapons, whose terrible effects are suffered, indiscriminately and inexorably, by military forces and civilian population alike, constitute, through the persistence of the radioactivity they release, an attack on the integrity of the human species and ultimately may even render the whole earth uninhabitable,

That general and complete disarmament under effective international control is a vital matter which all the peoples of the world equally demand,

That the proliferation of nuclear weapons, which seems inevitable unless States, in the exercise of their sovereign rights, impose restrictions on themselves in order to prevent it, would make any agreement on disarmament enormously difficult and would increase the danger of the outbreak of a nuclear conflagration,

That the establishment of militarily denuclearized zones is closely linked with the maintenance of peace and security in the respective regions,

That the military denuclearization of vast geographical zones, adopted by the sovereign decision of the States comprised therein, will

[1] TIAS 2361, 2 UST 2394.

exercise a beneficial influence on other regions where similar conditions exist,

That the privileged situation of the signatory States, whose territories are wholly free from nuclear weapons, imposes upon them the inescapable duty of preserving that situation both in their own interests and for the good of mankind,

That the existence of nuclear weapons in any country of Latin America would make it a target for possible nuclear attacks and would inevitably set off, throughout the region, a ruinous race in nuclear weapons which would involve the unjustifiable diversion, for warlike purposes, of the limited resources required for economic and social development,

That the foregoing reasons, together with the traditional peace-loving outlook of Latin America, give rise to an inescapable necessity that nuclear energy should be used in that region exclusively for peaceful purposes, and that the Latin American countries should use their right to the greatest and most equitable possible access to this new source of energy in order to expedite the economic and social development of their peoples,

Convinced finally:

That the military denuclearization of Latin America —being understood to mean the undertaking entered into internationally in this Treaty to keep their territories forever free from nuclear weapons— will constitute a measure which will spare their peoples form the squandering of their limited resources on nuclear armaments and will protect them against possible nuclear attacks on their territories, and will also constitute a significant contribution towards preventing the proliferation of nuclear weapons and a powerful factor for general and complete disarmament, and

That Latin America, faithful to its tradition of universality, must not only endeavour to banish from its homelands the scourge of a nuclear

war, but must also strive to promote the well-being and advancement of its peoples, at the same time co-operating in the fulfilment of the ideals of mankind, that is to say, in the consolidation of a permanent peace based on equal rights, economic fairness and social justice for all, in accordance with the principles and purposes set forth in the Charter of the United Nations and in the Charter of the Organization of American States,

Have agreed as follows:

Obligations

Article 1

1. The Contracting Parties hereby undertake to use exclusively for peaceful purposes the nuclear material and facilities which are under their jurisdiction, and to prohibit and prevent in their respective territories.

(a) The testing, use, manufacture, production or acquisition by any means whatsoever of any nuclear weapons, by the Parties themselves, directly or indirectly, on behalf of anyone else or in any other way, and

(b) The receipt, storage, installation, deployment and any form of possession of any nuclear weapons, directly or indirectly, by the Parties themselves, by anyone on their behalf or in any other way

2. The Contracting Parties also undertake to refrain from engaging in, encouraging or authorizing, directly or indirectly, or in any way participating in the testing, use, manufacture, production, possession or control of any nuclear weapon.

Definition of the Contracting Parties

Article 2

For the purposes of this Treaty, the Contracting Parties are those for whom the Treaty is in force.

Definition of territory

Article 3

For the purposes of this Treaty, the term "territory" shall include the territorial sea, air space and any other space over which the State exercises sovereignty in accordance with its own legislation.

Zone of application

Article 4

1. The zone of application of this Treaty is the whole of the territories for which the Treaty is in force.

2. Upon fulfilment of the requirements of article 28, paragraph 1, the zone of application of this Treaty shall also be that which is situated in the western hemisphere within the following limits (except the continental part of the territory of the United States of America and its territorial waters) starting at a point located at 35° nort latitude, 75° west longitude; from this point directly southward to a point at 30° north latitude, 75° west longitude; from there, directly eastward to a point at 30° north latitude, 50° west longitude, from there, along a loxodromic line to a point at 5° north latitude, 20° west longitude; from there, directly southward to a point at 60° south latitude, 20° west longitude, from there, directly westward to a point at 60° south latitude, 115° west longitude, from there, directly northward to a point at 0 latitude, 115° west longitude, from there, along a loxodromic line to a point at 35° north latitude, 150° west longitude; from there, directly eastward to a point at 35° north latitude, 75° west longitude.

Definition of nuclear weapons

Article 5

For the purposes of this Treaty, a nuclear weapon is any device which is capable of releasing nuclear energy in an uncontrolled manner and which has a group of characteristics that are appropriate for

use for warlike purposes. An instrument that may be used for the transport or propulsion of the device is not included in this definition if it is separable from the device and not an indivisible part thereof.

Meeting of signatories

Article 6

At the request of any of the signatory States or if the Agency established by article 7 should so decide, a meeting of all the signatories may be convoked to consider in common questions which may affect the very essence of this instrument, including possible amendments to it. In either case, the meeting will be convoked by the General Secretary

Organization

Article 7

1. In order to ensure compliance with the obligations of this Treaty, the Contracting Parties hereby establish an international organization to be known as the "Agency for the Prohibition of Nuclear Weapons in Latin America", hereinafter referred to as "the Agency" Only the Contracting Parties shall be affected by its decisions.

2. The Agency shall be responsible for the holding of periodic or extraordinary consultations among Member States on matters relating to the purposes, measures and procedures set forth in this Treaty and to the supervision of compliance with the obligations arising therefrom.

3. The Contracting Parties agree to extend to the Agency full and prompt co-operation in accordance with the provisions of this Treaty, of any agreements they may conclude with the Agency and of any agreements the Agency may conclude with any other international organization or body.

4. The headquarters of the Agency shall be in Mexico City.

Organs

Article 8

1. There are hereby established as principal organs of the Agency a General Conference, a Council and a Secretariat.

2. Such subsidiary organs as are considered necessary by the General Conference may be established within the purview of this Treaty

The General Conference

Article 9

1. The General Conference, the supreme organ of the Agency, shall be composed of all the Contracting Parties; it shall hold regular sessions every two years, and may also hold special sessions whenever this Treaty so provides or, in the opinion of the Council, the circumstances so require.

2. The General Conference.

(a) May consider and decide on any matters or questions covered by this Treaty, within the limits thereof, including those referring to powers and functions of any organ provided for in this Treaty.

(b) Shall establish procedures for the control system to ensure observance of this Treaty in accordance with its provisions.

(c) Shall elect the Members of the Council and the General Secretary.

(d) May remove the General Secretary from office if the proper functioning of the Agency so requires.

(e) Shall receive and consider the biennial and special reports submitted by the Council and the General Secretary.

(f) Shall initiate and consider studies designed to facilitate the optimum fulfilment of the aims of this Treaty, without prejudice to the power of the General Secretary independently to carry out similar studies for submission to and consideration by the Conference.

(g) Shall be the organ competent to authorize the conclusion of agreements with Governments and other international organizations and bodies.

3. The General Conference shall adopt the Agency's budget and fix the scale of financial contributions to be paid by Member States, taking into account the systems and criteria used for the same purpose by the United Nations.

4. The General Conference shall elect its officers for each session and may establish such subsidiary organs as it deems necessary for the performance of its functions.

5. Each Member of the Agency shall have one vote. The decisions of the General Conference shall be taken by a two-thirds majority of the Members present and voting in the case of matters relating to the control system and measures referred to in article 20, the admission of new Members, the election or removal of the General Secretary, adoption of the budget and matters related thereto. Decisions on other matters, as well as procedural questions and also determination of which questions must be decided by a two-thirds majority, shall be taken by a simple majority of the Members present and voting.

6. The General Conference shall adopt its own rules of procedure.

The Council

Article 10

1. The Council shall be composed of five Members of the Agency elected by the General Conference from among the Contracting Parties, due account being taken of equitable geographic distribution.

2. The Members of the Council shall be elected for a term of four years. However, in the first election three will be elected for two years. Outgoing Members may not be re-elected for the following period unless the limited number of States for which the Treaty is in force so requires.

3. Each Member of the Council shall have one representative.

4. The Council shall be so organized as to be able to function continuously

5. In addition to the functions conferred upon it by this Treaty and to those which may be assigned to it by the General Conference, the Council shall, through the General Secretary, ensure the proper operation of the control system in accordance with the provisions of this Treaty and with the decisions adopted by the General Conference.

6. The Council shall submit an annual report on its work to the General Conference as well as such special reports as it deems necessary or which the General Conference requests of it.

7. The Council shall elect its officers for each session.

8. The decisions of the Council shall be taken by a simple majority of its Members present and voting.

9. The Council shall adopt its own rules of procedure.

The Secretariat

Article 11

1. The Secretariat shall consist of a General Secretary, who shall be the chief administrative officer of the Agency, and of such staff as the Agency may require. The term of office of the General Secretary shall be four years and he may be re-elected for a single additional term. The General Secretary may not be a national of the country in which the Agency has its headquarters. In case the office of General Secretary be-

comes vacant, a new election shall be held to fill the office for the remainder of the term.

2. The staff of the Secretariat shall be appointed by the General Secretary, in accordance with rules laid down by the General Conference.

3. In addition to the functions conferred upon him by this Treaty and to those which may be assigned to him by the General Conference, — the General Secretary shall ensure, as provided by article 10, paragraph 5, the proper operation of the control system established by this Treaty, in accordance with the provisions of the Treaty and the decisions taken by the General Conference.

4. The General Secretary shall act in that capacity in all meetings of the General Conference and of the Council and shall make an annual report to both bodies on the work of the Agency and any special reports requested by the General Conference or the Council or which the General Secretary may deem desirable.

5. The General Secretary shall establish the procedures for distributing to all Contracting Parties information received by the Agency from governmental sources and such information from non-governmental sources as may be of interest to the Agency

6. In the performance of their duties the General Secretary and the staff shall not seek or receive instructions from any Government or from any other authority external to the Agency and shall refrain from any action which might reflect on their position as international officials responsible only to the Agency; subject to their responsibility to the Agency, they shall not disclose any industrial secrets or other confidential information coming to their knowledge by reason of their official duties in the Agency

7. Each of the Contracting Parties undertakes to respect the exclusively international character of the responsibilities of the General Secretary and the staff and not to seek to influence them in the discharge of their responsibilities.

Control system

Article 12

1. For the purpose of verifying compliance with the obligations entered into by the Contracting Parties in accordance with article 1, a control system shall be be established which shall be put into effect in accordance with the provisions of articles 13-18 of this Treaty

2. The control system shall be used in particular for the purpose of verifying·

(a) That devices, services and facilities intented for peaceful uses of nuclear energy are not used in the testing or manufacture of nuclear weapons,

(b) That none of the activities prohibited in article 1 of this Treaty are carried out in the territory of the Contracting Parties with nuclear materials or weapons introduced from abroad, and

(c) That explosions for peaceful purposes are compatible with article 18 of this Treaty

IAEA safeguards

Article 13

Each Contracting Party shall negotiate multilateral or bilateral agreements with the International Atomic Energy Agency for the application of its safeguards to its nuclear activities. Each Contracting Party shall initiate negotiations within a period of 180 days after the date of the deposit of its instrument of ratification of this Treaty These agreements shall enter into force, for each Party, not later than eighteen months after the date of the initiation of such negotiations except in case of unforeseen circumstances or *force majeure.*

Reports of the Parties

Article 14

1. The Contracting Parties shall submit to the Agency and to the International Atomic Energy Agency, for their information, semi-annual reports stating that no activity prohibited under this Treaty has ocurred in their respective territories.

2. The Contracting Parties shall simultaneously transmit to the Agency a copy of any report they may submit to the International Atomic Energy Agency which relates to matters that are the subject of this Treaty and to the application of safeguards.

3. The Contracting Parties shall also transmit to the Organization of American States, for its information, any reports that may be of interest to it, in accordance with the obligations established by the Inter-American System.

Special reports requested by the General Secretary

Article 15

1. With the authorization of the Council, the General Secretary may request any of the Contracting Parties to provide the Agency with complementary or supplementary information regarding any event or circumstance connected with compliance with this Treaty, explaining his reasons. The Contracting Parties undertake to co-operate promptly and fully with the General Secretary

2. The General Secretary shall inform the Council and the Contracting Parties forthwith of such requests and of the respective replies.

Special inspections

Article 16

1. The International Atomic Energy Agency and the Council established by this Treaty have the power of carrying out special inspections in the following cases.

(a) In the case of the International Atomic Energy Agency, in accordance with the agreements referred to in article 13 of this Treaty;

(b) In the case of the Council

(i) When so requested, the reasons for the request being stated, by any Party which suspects that some activity prohibited by this Treaty has been carried out or is about to be carried out, either in the territory of any other Party or in any other place on such latter Party's behalf, the Council shall immediately arrange for such an inspection in accordance with article 10, paragraph 5.

(ii) When requested by any Party which has been suspected of or charged with having violated this Treaty, the Council shall immeditely arrange for the special inspection requested in accordance with article 10, paragraph 5.

The above requests will be made to the Council through the General Secretary.

2. The costs and expenses of any special inspection carried out under paragraph 1, sub-paragraph (b), sections (i) and (ii) of this article shall be borne by the requesting Party or Parties, except where the Council concludes on the basis of the report on the special inspection that, in view of the circumstances existing in the case, such costs and expenses should be borne by the Agency

3. The General Conference shall formulate the procedures for the organization and execution of the special inspections carried out in accordance with paragraph 1, sub-paragraph (b), sections (i) and (ii) of this article.

4. The Contracting Parties undertake to grant the inspectors carrying out such special inspections full and free access to all places and all information which may be necessary for the performance of their du-

ties and which are directly and intimately connected with the suspicion of violation of this Treaty If so requested by the authorities of the Contracting Party in whose territory the inspection is carried out, the inspectors designated by the General Conference shall be accompanied by representatives of said authorities, provided that this does not in any way delay or hinder the work of the inspectors.

5. The Council shall immediately transmit to all the Parties, through the General Secretary, a copy of any report resulting from special inspections.

6. Similarly, the Council shall send through the General Secretary to the Secretary-General of the United Nations, for transmission to the United Nations Security Council and General Assembly, and to the Council of the Organization of American States, for its information, a copy of any report resulting from any special inspection carried out in accordance with paragraph 1, sub-paragraph (b), sections (i) and (ii) of this article.

7. The Council may decide, or any Contracting Party may request, the convening of a special session of the General Conference for the purpose of considering the reports resulting from any special inspection. In such a case, the General Secretary shall take immediate steps to convene the special session requested.

8. The General Conference, convened in special session under this article, may make recommendations to the Contracting Parties and submit reports to the Secretary-General of the United Nations to be transmitted to the United Nations Security Council and the General Assembly

Use of nuclear energy for peaceful purposes

Article 17

Nothing in the provisions of this Treaty shall prejudice the rights of the Contracting Parties, in conformity with this Treaty, to use nuclear energy for peaceful purposes, in particular for their economic development and social progress.

Explosions for peaceful purposes

Article 18

1. The Contracting Parties may carry out explosions of nuclear devices for peaceful purposes —including explosions which involve devices similar to those used in nuclear weapons— or collaborate with third parties for the same purpose, provided that they do so in accordance with the provisions of this article and the other articles of the Treaty, particularly articles 1 and 5.

2. Contracting Parties intending to carry out, or to co-operate in carrying out, such an explosion shall notify the Agency and the International Atomic Energy Agency, as far in advance as the circumstances require, of the date of the explosion and shall at the same time provide the following information

(a) The nature of the nuclear device and the source from which it was obtained,

(b) The place and purpose of the planned explosion,

(c) The procedures which will be followed in order to comply with paragraph 3 of this article,

(d) The expected force of the device, and

(e) The fullest possible information on any possible radioactive fall-out that may result from the explosion or explosions, and measures which will be taken to avoid danger to the population, flora, fauna and territories of any other Party or Parties.

3. The General Secretary and the technical personnel designated by the Council and the International Atomic Energy Agency may observe all the preparations, including the explosion of the device, and shall have unrestricted access to any area in the vicinity of the site of the explosion in order to ascertain whether the device and the procedures followed during the explosion are in conformity with the information supplied under paragraph 2 of this article and the other provisions of this Treaty

4. The Contracting Parties may accept the collaboration of third parties for the purpose set forth in paragraph 1 of the present article, in accordance with paragraphs 2 and 3 thereof.

Relations with other international organizations

Article 19

1. The Agency may conclude such agreements with the International Atomic Energy Agency as are authorized by the General Conference and as it considers likely to facilitate the efficient operation of the control system established by this Treaty

2. The Agency may also enter into relations with any international organization or body, especially any which may be established in the future to supervise disarmament or measures for the control of armaments in any part of the world.

3. The Contracting Parties may, if they see fit, request the advice of the Inter-American Nuclear Energy Commission on all technical matters connected with the application of this Treaty with which the Commission is competent to deal under its Statute.

Measures in the event of violation of the Treaty

Article 20

1. The General Conference shall take note of all cases in which, in its opinion, any Contracting Party is not complying fully with its obligations under this Treaty and shall draw the matter to the attention of the Party concerned, making such recommendations as it deems appropriate.

2. If, in its opinion, such non-compliance constitutes a violation of this Treaty which might endager peace and security, the General Conference shall report thereon simultaneously to the United Nations Security Council and the General Assembly through the Secretary-General of the United Nations, and to the Council of the Organization of American States. The General Conference shall likewise report to the Interna-

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tional Atomic Energy Agency for such purposes as are relevant in accordance with its Statute. [1]

United Nations and Organization of American States

Article 21

None of the provisions of this Treaty shall be construed as impairing the rights and obligations of the Parties under the Charter of the United Nations or, in the case of States Members of the Organization of American States, under existing regional treaties.

Privileges and immunities

Article 22

1. The Agency shall enjoy in the territory of each of the Contracting Parties such legal capacity and such privileges and immunities as may be necessary for the exercise of its functions and the fulfilment of its purposes.

2. Representatives of the Contracting Parties accredited to the Agency and officials of the Agency shall similarly enjoy such privileges and immunities as are necessary for the performance of their functions.

3. The Agency may conclude agreements with the Contracting Parties with a view to determining the details of the application of paragraphs 1 and 2 of this article.

Notification of other agreements

Article 23

Once this Treaty has entered into force, the Secretariat shall be notified immediately of any international agreement concluded by any of the Contracting Parties on matters with which this Treaty is concerned, the Secretariat shall register it and notify the other Contractig Parties.

[1] TIAS 3873, 8 UST 1093.

Settlement of disputes

Article 24

Unless the Parties concerned agree on another mode of peaceful settlement, any question or dispute concerning the interpretation or application of this Treaty which is not settled shall be referred to the International Court of Justice with the prior consent of the Parties to the controversy

Signature

Article 25

1. This Treaty shall be open indefinitely for signature by·

(a) All the Latin American Republics, and

(b) All other sovereign States situated in their entirety south of latitude 35° north in the western hemisphere; and, except as provided in paragraph 2 of this article, all such States which become sovereign, when they have been admitted by the General Conference.

2. The General Conference shall not take any decision regarding the admission of a political entity part or all of whose territory is the subject, prior to the date when this Treaty is opened for signature, of a dispute or claim between an extra-continental country and one or more Latin American States, so long as the dispute has not been settled by peaceful means.

Ratification and deposit

Article 26

1. This Treaty shall be subject to ratification by signatory States in accordance with their respective constitutional procedures.

2. This Treaty and the instruments of ratification shall be deposited with the Government of the Mexican United States, which is hereby designated the Depositary Government.

3. The Depositary Government shall send certified copies of this Treaty to the Governments of signatory States and shall notify them of the deposit of each instrument of ratification.

Reservations

Article 27

This Treaty shall not be subject to reservations.

Entry into force

Article 28

1. Subject to the provisions of paragraph 2 of this article, this Treaty shall enter into force among the States that have ratified it as soon as the following requirements have been met.

(a) Deposit of the instruments of ratification of this Treaty with the Depositary Government by the Goverments of the States mentioned in article 25 which are in existence on the date when this Treaty is opened for signature and which are not affected by the provisions of article 25, paragraph 2,

(b) Signature and ratification of Additional Protocol I annexed to this Treaty by all extra-continental or continental States having *de jure* or *de facto* international responsibility for territories situated in the zone of application of the Treaty,

(c) Signature and ratification of the Additional Protocol II annexed to this Treaty by all powers possesing nuclear weapons;

(d) Conclusion of bilateral or multilateral agreements on the application of the Safeguards System of the International Atomic Energy Agency in accordance with article 13 of this Treaty

2. All signatory States shall have the imprescriptible right to waive, wholly or in part, the requirements laid down in the preceding paragraph. They may do so by means of a declaration which shall be annexed to their respective instrument of ratification and which may be formulated at the time of deposit of the instrument or subsequently For those States which exercise this right, this Treaty shall enter into force upon deposit of the declaration, or as soon as those requirements have been met which have not been expressly waived.

3. As soon as this Treaty has entered into force in accordance with the provisions of paragraph 2 for eleven States, the Depositary Government shall convene a preliminary meeting of those States in order that the Agency may be set up and commence its work.

4. After the entry into force of this Treaty for all the countries of the zone, the rise of a new power possessing nuclear weapons shall have the effect of suspending the execution of this Treaty for those countries which have ratified it without waiving requirements of paragraph 1, sub-paragraph (c) of this article, and which request such suspension; the Treaty shall remain suspended until the new power, on its own initiative or upon request by the General Conference, ratifies the annexed Additional Protocol II.

Amendments

Article 29

1. Any Contracting Party may propose amendments to this Treaty and shall submit its proposals to the Council through the General Secretary, who shall transmit them to all the other Contracting Parties and, in addition, to all other signatories in accordance with article 6. The

Council, through the General Secretary, shall immediately following the meeting of signatories convene a special sessión of the General Conference to examine the proposals made, for the adoption of which a two-thirds majority of the Contracting Parties present and voting shall be required.

2. Amendments adopted shall enter into force as soon as the requirements set forth in article 28 of this Treaty have been complied with.

Duration and denunciation

Article 30

1. This Treaty shall be of a permanent nature and shall remain in force indefinitely, but any Party may denounce it by notifying the General Secretary of the Agency if, in the opinion of the denouncing State, there have arisen or may arise circumstances connected with the content of this Treaty or of the annexed Additional Protocols I and II which affect its supreme interests or the peace and security of one or more Contracting Parties.

2. The denunciation shall take effect three months after the delivery to the General Secretary of the Agency of the notification by the Government of the signatory State concerned. The General Secretary shall immediately communicate such notification to the other Contracting Parties and to the Secretary-General of the United Nations for the information of the United Nations Security Council and the General Assembly He shall also communicate it to the Secretary-General of the Organization of American States.

Authentic texts and registration

Article 31

This Treaty, of which the Spanish, Chinese, English, French, Portuguese and Russian texts are equally authentic, shall be registered by the Depositary Government in accordance with article 102 of the

United Nations Charter. The Depositary Government shall notify the Secretary-General of the United Nations of the signatures, ratifications and amendments relating to this Treaty and shall comunicate them to the Secretary-General of the Organization of American States for its information.

Transitional Article

Denunciation of the declaration referred to in article 28, paragraph 2, shall be subject to the same procedures as the denunciation of this Treaty, except that it will take effect on the date of delivery of the respective notification.

In witness whereof the undersigned Plenipotentiaries, having deposited their full powers, found in good and due form, sign this Treaty on behalf of their respective Governments.

Done at Mexico, Distrito Federal, on the Fourteenth day of February, one thousand nine hundred and sixty-seven.

For the Argentine Republic

For the Republic of Bolivia

(s) *Reinaldo del Carpio Jáuregui*

For Brazil

For the Republic of Colombia.

(s) *Alvaro Herran Medina*
(s) *Tulio Marulanda*

For the Republic of Costa Rica.

(s) *Rafael Angel Calderon Guardia*

For the Republic of Chile.

(s) *Armando Uribe Arce*

For the Republic of Ecuador

(s) *Leopoldo Benites Vinueza*

For the Republic of El Salvador

(s) *Rafael Eguizábal Tobias*

For the Republic of Guatemala.

(s) *Carlos Leonidas Acevedo*
(s) *Carlos Hall Lloreda*
(s) *Juan Carlos Delprée Crespo*

For the Republic of Haiti

(s) *Julio Jean Pierre-Audain*

For the Republic of Honduras.

(s) *Armando Velazquez Cerrato*

For Jamaica.

For the Mexican United States

(s) *Alfonso Garcia Robles*
(s) *Jorge Castañeda*

For the Republic of Nicaragua.

For the Republic of Panama.

(s) *Jose B. Cárdenas*
(s) *Simón Quirós Guardia*
(s) *Jose B. Calvo*

For the Republic of Paraguay·

For the Republic of Peru

(s) *Eduardo Valdez Pérez del Castillo*

For the Dominican Republic:

For Trinidad and Tobago

For the Eastern Republic of Uruguay

(s) *Manuel Sánchez Morales*

For the Republic of Venezuela.

(s) *Rolando Salcedo Delima*

ADDITIONAL PROTOCOL I

The undersigned Plenipotentiaries, furnished with full powers by their respective Governments,

Convinced that the Treaty for the Prohibition of Nuclear Weapons in Latin America, negotiated and signed in accordance with the recommendations of the General Asembly of the United Nations in Resolution 1911 (XVIII) of 27 November 1963, represents an important step towards ensuring the non-proliferation of nuclear weapons,

Aware that the non-proliferation of nuclear weapons is not an end in itself but, rather, a means of achieving general and complete disarmament at a later stage, and

Desiring to contribute, so far as lies in their power, towards ending the armaments race, especially in the field of nuclear weapons, and towards strengthening a world at peace, based on mutual respect and sovereign equality of States,

Have agreed as follows:

Article 1. To undertake to apply the statute of denuclearization in respect of warlike purposes as defined in articles 1, 3, 5 and 13 of the Treaty for the Prohibition of Nuclear Weapons in Latin America in territories for which, *de jure* or *de facto*, they are internationally responsible and which lie within the limits of the geographical zone established in that Treaty

Article 2. The duration of this Protocol shall be the same as that of the Treaty for the Prohibition of Nuclear Weapons in Latin America of which this Protocol is an annex, and the provisions regarding ratification and denunciation contained in the Treaty shall be ap-

Article 3. This Protocol shall enter into force, for the States which have ratified it, on the date of the deposit of their respective instruments of ratification.

In witness whereof the undersigned Plenipotentiaries, having deposited their full powers, found in good and due form, sign this Protocol on behalf of their respective Governments.

GREECE

Trade: Greek Compensatory Concessions under the General Agreement on Tariffs and Trade

Protocol signed at Athens May 31, 1971;
Entered into force May 31, 1971.
With exchange of letters.

ΠΡΩΤΟΚΟΛΛΟΝ

"Περί παραχωρήσεως ὑπό τῆς Ἑλλάδος εἰς τάς Ἡνωμένας Πολιτείας τῆς Ἀμερικῆς δασμολογικῶν ἀντισταθμισμάτων κατ'ἐφαρμογήν τῆς Γενικῆς Συμφωνίας Δασμῶν καί Ἐμπορίου"

I. Αἱ Κυβερνήσεις τοῦ Βασιλείου τῆς Ἑλλάδος καί τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς, μετά διαπραγματεύσεις διεξαχθείσας ἐπί τῇ βάσει τῶν ἄρθρων XIX, XXIV παρ.6 καί XXVIII τῆς Γενικῆς Συμφωνίας Δασμῶν καί Ἐμπορίου, συνεφώνησαν ἐπί τῆς διευθετήσεως τῶν ἀπαιτήσεων τῶν Ἡνωμένων Πολιτειῶν πρός παροχήν ἀντισταθμίσματος, συνεπείᾳ λήψεως ἐκ μέρους τῆς Κυβερνήσεως τῆς Ἑλλάδος ὡρισμένων μέτρων, ἅτινα ἔθιξαν δασμολογικάς παραχωρήσεις, ἐφ'ὧν αἱ Ἡνωμέναι Πολιτεῖαι εἶχον δικαιώματα ἀρχικοῦ διαπραγματευτοῦ ἤ κυρίας προμηθευτρίας χώρας.-

2. Αἱ διαπραγματεύσεις αὗται ἀφεώρων εἰς τάς κατωτέρω τρεῖς περιπτώσεις λήψεως μέτρων ὑπό τῆς Ἑλλάδος:

(α) Ἀνάκλησις, ἐν ἔτει 1960, βάσει τοῦ ἄρθρου XXVIII τῆς Γενικῆς Συμφωνίας Δασμῶν καί Ἐμπορίου τῆς δασμολογικῆς παραχωρήσεως ἐπί τῆς μαστίχης (κλάσις ἑλληνικοῦ δασμολογίου 17.04 Z).-

(β) Ἀνάκλησις, ἐν ἔτει 1965, βάσει τοῦ ἄρθρου XIX τῆς Γενικῆς Συμφωνίας Δασμῶν καί Ἐμπορίου τῆς δασμολογικῆς παραχωρήσεως ἐπί τῶν ἐξ ἐλαστικοῦ ἐπισώτρων αὐτοκινήτων (κλάσις ἑλληνικοῦ δασμολογίου 40.11 A1) καί

(γ) Αὔξησις ὡρισμένων δασμῶν, δεσμευμένων ἔναντι τῶν Ἡνωμένων Πολιτειῶν, συνεπείᾳ τῆς ἐφαρμογῆς ἐν ἔτει 1965 τοῦ πρώτου σταδίου εὐθυγραμμίσεως τοῦ Ἑλληνικοῦ Δασμολογίου πρός τό Κοινόν Ἐξωτερικόν Δασμολόγιον τῆς Εὐρωπαϊκῆς Οἰκονομικῆς Κοινότητος (Γ.Σ.Δ.Ε: ἄρθρον XXIV: παρ.6).-

3. Πλήρης διευθέτησις ἁπασῶν τῶν ἀνωτέρω ἀπαιτήσεων τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν ἔχει ἐπιτευχθῆ διά παραχωρήσεως ὑπό τῆς Κυβερνήσεως τοῦ Βασιλείου τῆς Ἑλλάδος δασμολογικῶν ἀντισταθμισμάτων ἐπί ἑτέρων προϊόντων, κατά τά ἐν τῇ συνημμένῃ τῷ παρόντι Πρωτοκόλλῳ Ἐκθέσει εἰδικῶς καί λεπτομερῶς ἐκτιθέμενα.-

Ἐγένετο ἐν Ἀθήναις τῇ 31η Μαΐου 1971 εἰς δύο κείμενα, ἀνά ἕν εἰς τήν ἑλληνικήν καί τήν ἀγγλικήν γλῶσσαν, ἀμφοτέρων ἐχόντων τήν αὐτήν ἰσχύν.-

Διά τήν Κυβέρνησιν
τοῦ Βασιλείου τῆς Ἑλλάδος
Ο ΠΡΩΘΥΠΟΥΡΓΟΣ
ΚΑΙ ΕΠΙ ΤΩΝ ΕΞΩΤΕΡΙΚΩΝ ΥΠΟΥΡΓΟΣ

Γ.ΠΑΠΑΔΟΠΟΥΛΟΣ

Διά τήν Κυβέρνησιν
τῶν Ἡνωμένων Πολιτειῶν τῆς
Ἀμερικῆς

Henry J. Tasca

ΧΕΝΡΥ ΤΑΣΚΑ
ΠΡΕΣΒΕΥΤΗΣ ΤΩΝ ΗΝΩΜΕΝΩΝ
ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ

Ο ΕΠΙ ΤΩΝ ΟΙΚΟΝΟΜΙΚΩΝ ΥΠΟΥΡΓΟΣ

ΑΔΑΜ.ΑΝΔΡΟΥΤΣΟΠΟΥΛΟΣ

ΕΚΘΕΣΙΣ

ΑΝΤΙΣΤΑΘΜΙΣΜΑΤΩΝ ΠΑΡΑΧΩΡΟΥΜΕΝΩΝ ΥΠΟ ΤΗΣ ΕΛΛΑΔΟΣ ΕΙΣ ΤΑΣ ΗΝΩΜΕΝΑΣ ΠΟΛΙΤΕΙΑΣ ΤΗΣ ΑΜΕΡΙΚΗΣ ΒΑΣΕΙ ΤΩΝ ΑΡΘΡΩΝ XIX, XXIV παρ.6 ΚΑΙ XXVIII ΤΗΣ ΓΕΝΙΚΗΣ ΣΥΜΦΩΝΙΑΣ ΔΑΣΜΩΝ ΚΑΙ ΕΜΠΟΡΙΟΥ.

1	2	3	4
Ἀριθμός δασμολογικῆς κλάσεως	Εἶδος ἐμπορεύματος	Συντελεστής δασμοῦ: Ἰσχύων	Συντελεστής δασμοῦ: Παραχωρούμενος
84.15	Μηχαναί καί συσκευαί καί διατάξεις διά τήν παραγωγήν ψύχους, μετά ἠλεκτρικοῦ ἤ ἑτέρου ἐξοπλισμοῦ:		
B	Ἕτερα.		
2	Συγκροτήματα ψυκτικά, μεμονωμένως ἀπό τῶν ἑρμαρίων εἰσαγόμενα, ἀποτελούμενα ἐκ τῶν συμπιεστῶν, συμπυκνωτῶν κλπ.		
	α) Προσηρμοσμένα ἐπί κοινῆς βάσεως ἤ συγκεκροτημένα εἰς ἓν ἐνιαῖον σῶμα, βάρους ἕκαστον:		
	I. Μέχρι 250 χιλιογράμμων	9%	
	-Ἀπό τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 Ὀκτωβρίου 1974		5%
84.22	Μηχαναί καί συσκευαί ἀνυψώσεως, φορτώσεως, ἐκφορτώσεως καί μετακινήσεως (ἀνελκυστῆρες-ASCENSEURS, κρεμαστοί κάδοι-SKIPS, βαροῦλκα, γρύλλοι, πολύσπαστα, γερανοί, γερανογέφυραι, μεταφορεῖς, ἐναέριοι σιδηρόδρομοι, κλπ.) ἐξαιρουμένων τῶν μηχανῶν καί συσκευῶν τῆς κλάσεως 84.23.-		
A	Συσκευαί μηχανικοῦ χειρισμοῦ ἐξ ἀποστάσεως (MANIPULATEURS MECANIQUES A DISTANCE), μόνιμοι ἤ κινηταί, μή λειτουργοῦσαι δι'"ἐλευθέρας χειρός" (A BRAS FRANC), εἰδικῶς δέ κατεσκευασμέναι διά τήν μετακίνησιν λίαν ραδιενεργῶν οὐσιῶν (EURATOM, ἤτοι ΕΚΑΕ):		
1	Δικτυωτῆς κατασκευῆς	13,50%	
	-Ἀπό τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 Ὀκτωβρίου 1973		13%
	-Ἀπό 1 Νοεμβρίου 1973 μέχρι 31 Ὀκτωβρίου 1974		4%

1	2	3	4
84.22 B	Μηχαναί καί συσκευαί αὐτοκίνητοι ἐπί ἑρπυστριῶν ἤ τροχῶν, μή δυνάμεναι νά κυκλοφορήσωσιν ἐπί σιδηροτροχιῶν:		
1	Γεραναί:		
	α) Ἐπί ἑρπυστριῶν:		
	Ι. Δικτυωτῆς κατασκευῆς ἤ μετά ἱστῶν μόνον ἤ βραχιόνων μόνον δικτυωτῶν	13,50%	
	-Ἀπό τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 Ὀκτωβρίου 1973		13%
	-Ἀπό 1 Νοεμβρίου 1973 μέχρι 31 Ὀκτωβρίου 1974		5,5%
	β) Ἕτεροι:		
	Ι. Δικτυωτῆς κατασκευῆς ἤ μετά ἱστῶν μόνον ἤ βραχιόνων μόνον δικτυωτῶν	13,50%	
	-Ἀπό τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 Ὀκτωβρίου 1973		13%
	-Ἀπό 1 Νοεμβρίου 1973 μέχρι 31 Ὀκτωβρίου 1974		9%
2	Ἕτεραι:		
	α) Συσκευαί ἀνυψώσεως, φορτώσεως, ἐκφορτώσεως καί μετακινήσεως, ἅπασαι δικτυωτῆς κατασκευῆς ἤ μετά ἱστῶν μόνον ἤ βραχιόνων μόνον δικτυωτῶν (κατεσκευασμένων τοῦτέστιν διά συναρμολογήσεως μεταλλικῶν ἐλασμάτων)	13,50%	
	-Ἀπό τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 Ὀκτωβρίου 1973		13%
	-Ἀπό 1 Νοεμβρίου 1973 μέχρι 31 Ὀκτωβρίου 1974		5,5%
Γ	Μηχαναί διά κυλιομένου συστήματος (MACHINES DE LAMINOIRS): κυλιόμεναι ἐπιφάνειαι διά τήν μεταφοράν ἐμπορευμάτων, φόρτωσιν, διακίνησιν κλπ. πλινθωμάτων, ὄγκων, κορμῶν ἤ πρισμάτων, ράβδων καί πλακῶν ἐκ σιδήρου κλπ.		
1	Δικτυωτῆς κατασκευῆς	13,50%	
	-Ἀπό τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 Ὀκτωβρίου 1973		13%
	-Ἀπό 1 Νοεμβρίου 1973 μέχρι 31 Ὀκτωβρίου 1974		8,5%

1	2	3	4
84.22 Δ	Ἕτεραι:		
2	Συσκευαί ἀνυψώσεως, φορτώσεως, ἐκφορτώσεως καί μετακινήσεως, ἅπασαι δικτυωτῆς κατασκευῆς ἤ μετά ἱστῶν μόνον ἤ βραχιόνων μόνον δικτυωτῶν (κατεσκευασμένων τούτέστιν διά συναρμολογήσεως μεταλλικῶν ἐλασμάτων)	13,50%	
	-Ἀπό τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 Ὀκτωβρίου 1973		13%
	-Ἀπό 1 Νοεμβρίου 1973 μέχρι 31 Ὀκτωβρίου 1974		5,5%
ΕΧ Ε	Μέρη τῶν ἀνωτέρω ἀναφερομένων μηχανημάτων καί συσκευῶν μεμονωμένως εἰσαγόμενα καί μή ἀλλαχοῦ περιλαμβανόμενα, δασμολογοῦνται ὡς κάτωθι:		
	84.22 Α1	13,50%	
	-Ἀπό τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 Ὀκτωβρίου 1973		13%
	-Ἀπό 1 Νοεμβρίου 1973 μέχρι 31 Ὀκτωβρίου 1974		4%
	84.22 Β1αΙ	13,50%	
	-Ἀπό τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 Ὀκτωβρίου 1973		13%
	-Ἀπό 1 Νοεμβρίου 1973 μέχρι 31 Ὀκτωβρίου 1974		5,5%
	84.22 Β1βΙ	13,50%	
	-Ἀπό τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 Ὀκτωβρίου 1973		13%
	-Ἀπό 1 Νοεμβρίου 1973 μέχρι 31 Ὀκτωβρίου 1974		9%
	84.22 Β2α	13,50%	
	-Ἀπό τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 Ὀκτωβρίου 1973		13%
	-Ἀπό 1 Νοεμβρίου 1973 μέχρι 31 Ὀκτωβρίου 1974		5,5%
	84.22 Γ1	13,50%	
	-Ἀπό τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 Ὀκτωβρίου 1973		13%
	-Ἀπό 1 Νοεμβρίου 1973 μέχρι 31 Ὀκτωβρίου 1974		8,5%
	84.22 Δ2	13,50%	
	-Ἀπό τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 Ὀκτωβρίου 1973		13%

1	2	3	4
84.22 EX E	-'Από 1 Νοεμβρίου 1973 μέχρι 31 'Οκτωβρίου 1974		5,5%
84.52	Λογιστικαί μηχαναί, γραφομηχαναί φέρουσαι καί διατάξεις λογιστικῶν πράξεων, ἀριθμητικά ταμεῖα καί παρόμοιαι συσκευαί, ὡς καί μηχαναί ἐπιθέσεως διαφόρων σημείων (μηχαναί ἀποτυπώσεως ταχυδρομικῶν τελῶν ἤ ἄλλων στοιχείων εἰς φακέλλους ἀλληλογραφίας, μηχαναί ἐκδόσεως διαφόρων εἰσιτηρίων, δελταρίων, κλπ.) περιλαμβάνουσαι διατάξεις ἀθροίσεως:		
A	Λογιστικαί μηχαναί:		
2	Ἕτεραι (τῶν ἠλεκτρονικῶν)	10,22%	
	-'Από τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 'Οκτωβρίου 1971		6,6%
	-'Από 1 Νοεμβρίου 1971 μέχρι 31 'Οκτωβρίου 1974		5,5%
B	Γραφομηχαναί φέρουσαι καί διατάξεις λογιστικῶν πράξεων	10,22%	
	-'Από τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 'Οκτωβρίου 1971		6,6%
	-'Από 1 Νοεμβρίου 1971 μέχρι 31 'Οκτωβρίου 1974		5,5%
Γ	Λοιπαί	10,22%	
	-'Από τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 'Οκτωβρίου 1971		6,6%
	-'Από 1 Νοεμβρίου 1971 μέχρι 31 'Οκτωβρίου 1974		5,5%
84.59	Μηχαναί καί συσκευαί καί μηχανικαί ἐπινοήσεις, μή κατονομαζόμεναι, οὐδέ περιλαμβανόμεναι εἰς ἄλλας κλάσεις τοῦ παρόντος Κεφαλαίου:		
E	Λοιπά:		
4	Λοιπαί μηχαναί καί συσκευαί καί μηχανικαί ἐπινοήσεις γενικῆς χρήσεως ἤ τοιαῦται οὐχί καθωρισμένης βιομηχανικῆς χρήσεως:		
	γ) Ἕτεραι (ἀποκλειομένων τῶν λεκανῶν καί ἑτέρων δοχείων κλπ. καθώς καί τῶν συσκευῶν ὑγράνσεως ἤ ἀφαιρέσεως τῆς ὑγρασίας τοῦ ἀτμοσφαιρικοῦ ἀέρος).		
	II. Διά χρήσεις ἑτέρας τῶν βιομηχανικῶν τοιούτων	11,04%	

1			2	3	4
84.59	Ε	4 γ II.	-'Από τῆς ἡμερομηνίας ἐπιχυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 'Οκτωβρίου 1971		7%
			-'Από 1 Νοεμβρίου 1971 μέχρι 31 'Οκτωβρίου 1974		6%
	ΕΧ	5	Μέρη τῶν ἐν τῷ ὡς ἄνω ἐδαφίῳ 4γII ἀναφερομένων μηχανῶν καί συσκευῶν, μεμονωμένως εἰσαγόμενα καί μή ἀλλαχοῦ περιλαμβανόμενα.	9,04%	
			-'Από τῆς ἡμερομηνίας ἐπιχυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 'Οκτωβρίου 1974		6%
85.09			'Ηλεκτρικαί συσκευαί φωτισμοῦ καί σηματοδοτήσεως, καθαριστῆρες ὑαλοπινάκων ἠλεκτρικοί, ὡς καί διατάξεις ἠλεκτρικαί διά τήν ἀφαίρεσιν τῶν κρυστάλλων πάγου καί τοῦ ἀχνοῦ (τῶν ὑαλοπινάκων), ἅπαντα διά ποδήλατα καί αὐτοκίνητα:		
	Α		'Ηλεκτρικαί συσκευαί φωτισμοῦ, διάφοροι τῶν τῆς κλάσεως 85.08	15,68%	
			-'Από τῆς ἡμερομηνίας ἐπιχυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 'Οκτωβρίου 1972		10,80%
			-'Από 1 Νοεμβρίου 1972 μέχρι 31 'Οκτωβρίου 1974		7%
	Β		Συσκευαί ἠχητικῆς σηματοδοτήσεως ..	15,50%	
			-'Από τῆς ἡμερομηνίας ἐπιχυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 'Οκτωβρίου 1971		10,80%
			-'Από 1 Νοεμβρίου 1971 μέχρι 31 'Οκτωβρίου 1974		8,50%
	Γ		Λοιπά	15,92%	
			-'Από τῆς ἡμερομηνίας ἐπιχυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 'Οκτωβρίου 1971		10,80%
			-'Από 1 Νοεμβρίου 1971 μέχρι 31 'Οκτωβρίου 1974		9%
85.19			Διατάξεις διά τήν διακοπήν, κατανομήν, προστασίαν, διακλάδωσιν ἤ σύνδεσιν τοῦ ἠλεκτρικοῦ ρεύματος (διακόπται, διακόπται ἀναστροφῆς, ἠλεκτρονόμοι-RELAIS, διατάξεις διακοπῆς κυκλωμάτων, ἀλεξικέραυνα, ρευματολῆπται, κυτία συνδέσεως, κλπ.). 'Αντιστάσεις οὐχί θερμαντικαί, ποτενσιόμετρα καί ρεοστάται, Πίνακες χειρισμοῦ καί διανομῆς:		

TIAS 7138

1	2	3	4
85.19 ΕΧ Β	Αὐτόματοι ρυθμισταί τάσεως	14%	
	-Ἀπό τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 Ὀκτωβρίου 1974		8%
ΕΧ Δ	Μέρη τῶν ἐν τῷ ἀνωτέρω ἐδαφίῳ Β περιλαμβανομένων αὐτομάτων ρυθμιστῶν τάσεως, μεμονωμένως εἰσαγόμενα καί μή ἀλλαχοῦ περιλαμβανόμενα, δασμολογοῦνται διά τοῦ δασμοῦ τοῦ προβλεπομένου διά τό εἶδος, δι'ὅ προορίζονται. Τά ἐκ τούτων κατάλληλα καί διά τά εἴδη τοῦ ἐδαφίου Α, ὑποβάλλονται εἰς τόν δασμόν τοῦ μᾶλλον δασμολογουμένου εἴδους, δι'ὅ εἶναι κατάλληλα.		
90.24	Συσκευαί καί ὄργανα διά τήν μέτρησιν, τόν ἔλεγχον ἤ τήν ρύθμισιν τῶν ὑγροποιημένων ἀερίων ἤ ὑγρῶν ἤ διά τόν αὐτόματον ἔλεγχον τῶν θερμοκρασιῶν, οἷον μανόμετρα, θερμοστάται, σταθμοδεῖκται, ρυθμισταί ἑλκυσμοῦ ἀέρος εἰς ἐγκαταστάσεις θερμάνσεως ἤ ἀερισμοῦ, μετρηταί παροχῆς, μετρηταί θερμότητος, ἐξαιρουμένων τῶν συσκευῶν καί ὀργάνων τῆς κλάσεως 90.14:		
Α	Μανόμετρα	14,32%	
	-Ἀπό τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 Ὀκτωβρίου 1974		11%
Β	Θερμοστάται	13,12%	
	-Ἀπό τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 Ὀκτωβρίου 1974		9%
Γ	Λοιπά	13,72%	
	-Ἀπό τῆς ἡμερομηνίας ἐπικυρώσεως τοῦ Πρωτοκόλλου μέχρι 31 Ὀκτωβρίου 1974		10%

PROTOCOL

Relating to Compensatory Tariff Concessions made by Greece to the United States of America under the General Agreement on Tariffs and Trade [1]

1. The Governments of the Kingdom of Greece and of the United States of America, following negotiations carried out on the basis of Articles XIX, XXIV, para. 6, and XXVIII of the General Agreement on Tariffs and Trade, have agreed on the settlement of the United States claims for compensation resulting from certain actions by the Government of Greece which impaired tariff concessions in which the United States had initial negotiating rights or rights of main supplier country.

2. The negotiations have related to the following three cases of action taken by Greece:

(a) Withdrawal in 1960, under Article XXVIII of the General Agreement on Tariffs and Trade, of the tariff concession on chewing gum (Greek tariff item 17.04F).

(b) Withdrawal in 1965, under Article XIX of the General Agreement on Tariffs and Trade, of the tariff concession on automobile tires (Greek tariff item 40.11A1).

(c) Increase of certain duty rates bound to the United States resulting from the application of the first stage of alignment of the Greek Tariff with the European Economic Community's Common External Tariff in 1965 (GATT Article XXIV:6).

3. Full settlement of all the above claims of the Government of the United States has been achieved by compensatory tariff concessions made by the Government of the Kingdom of Greece on other products as set forth specifically and in detail in the report attached to the present Protocol.

DONE at Athens, on May 31, 1971, in two texts in the Greek and English languages, both being equally authentic.

FOR THE GOVERNMENT OF THE KINGDOM OF GREECE

G PAPADOPOULOS

George Papadopoulos
Prime Minister and Minister for Foreign Affairs

ADAM. ANDROUTSOPOULOS

Adamantios Androutsopoulos
Minister of Finance

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

HENRY J TASCA

Henry J. Tasca
United States Ambassador

[1] TIAS 1700; 61 Stat., pts. 5 and 6.

REPORT

TARIFF CONCESSIONS MADE BY GREECE TO THE UNITED STATES OF AMERICA UNDER ARTICLES XIX, XXIV:6 AND XXVIII OF THE GENERAL AGREEMENT ON TARIFFS AND TRADE

Greek Tariff No.	Description	Import Duty Rate Effective	Import Duty Rate Conceded
84.15	Refrigerators and refrigerating equipment (electrical and other)		
B	Other:		
2	Refrigerating units, imported separately from their cabinets, comprising compressors, condensers, etc.		
	a) Mounted on a common base or in the form of self-contained units, weighing each:		
	I. 250 kilograms or less	9%	
	From date of ratification of the Protocol to October 31, 1974		5%
84.22	Lifting, handling, loading or unloading machinery, telphers and conveyors (for example, lifts, hoists, winches, cranes, transporter cranes, jacks, pulley tackle, belt conveyors and teleferics), not being machinery falling within heading No. 84.23:		
A	Machinery, stationary or mobile, for remote handling of goods (not for manual control) and specially designed for handling highly radio-active materials (EURATOM):		
1	Made of metal lattice	13.50%	
	From date of ratification of the Protocol to October 31, 1973		13%
	From November 1, 1973, to October 31, 1974		4%
B	Machinery and apparatus, self-propelled, track-laying or wheeled, not capable of running on rails:		
1	Cranes:		
	a) Track-laying		
	I. Made of metal lattice or with only the masts or jibs of metal lattice	13.50%	
	From date of ratification of the Protocol to October 31, 1973		13%
	From November 1, 1973, to October 31, 1974		5.5%
	b) Other:		
	I. Made of metal lattice or with only the masts or jibs of metal lattice	13.50%	
	From date of ratification of the Protocol to October 31, 1973		13%
	From November 1, 1973, to October 31, 1974		9%

Greek Tariff No.		Description	Import Duty Rate Effective	Conceded
84.22				
B	2	Other:		
		a) Lifting, loading, unloading and handling machinery, all of metal lattice or with only the masts or jibs of metal lattice (i.e., assembled from metal sheets)	13.50%	
		From date of ratification of the Protocol to October 31, 1973		13%
		From November 1, 1973, to October 31, 1974		5.5%
C		Rolling mill machinery: Roller tables for removing products, for loading, transporting, etc., bricks, ingots, blooms, billets, bars and slabs of iron, etc.		
	1	Made of metal lattice	13.50%	
		From date of ratification of the Protocol to October 31, 1973		13%
		From November 1, 1973, to October 31, 1974		8.5%
D		Other:		
	2	Lifting, loading, unloading and handling machinery, all of metal lattice or with only the masts or jibs of metal lattice (i.e., assembled from metal sheets)	13.50%	
		From date of ratification of the Protocol to October 31, 1973		13%
		From November 1, 1973, to October 31, 1974		5.5%
ex E		Parts of the above-mentioned machinery and apparatus, imported separately and not elsewhere specified, are dutiable as follows:		
		84.22 A1	13.50%	
		From date of ratification of the Protocol to October 31, 1973		13%
		From November 1, 1973, to October 31, 1974		4%
		84.22 B1/aI	13.50%	
		From date of ratification of the Protocol to October 31, 1973		13%
		From November 1, 1973, to October 31, 1974		5.5%
		84.22 B1/bI	13.50%	
		From date of ratification of the Protocol to October 31, 1973		13%
		From November 1, 1973, to October 31, 1974		9%
		84.22 B2/a	13.50%	
		From date of ratification of the Protocol to October 31, 1973		13%
		From November 1, 1973, to October 31, 1974		5.5%
		84.22 C1	13.50%	
		From date of ratification of the Protocol to October 31, 1973		13%
		From November 1, 1973, to October 31, 1974		8.5%

Greek Tariff No.	Description	Import Duty Rate Effective	Conceded
84.22 ex E	84.22 D2	13.50%	
	From date of ratification of the Protocol to October 31, 1973		13%
	From November 1, 1973, to October 31, 1974		5.5%
84.52	Calculating machines: accounting machines, cash registers, postage-franking machines, ticket-issuing machines and similar machines, incorporating a calculating device:		
A	Calculating machines:		
2	Other than electronic	10.22%	
	From date of ratification of the Protocol to October 31, 1971		6.6%
	From November 1, 1971, to October 31, 1974		5.5%
B	Accounting machines	10.22%	
	From date of ratification of the Protocol to October 31, 1971		6.6%
	From November 1, 1971, to October 31, 1974		5.5%
C	Other	10.22%	
	From date of ratification of the Protocol to October 31, 1971		6.6%
	From November 1, 1971, to October 31, 1974		5.5%
84.59	Machinery and mechanical appliances (except those suitable for use solely or principally as parts of other machines or apparatus), not falling within any other heading of this Chapter:		
E	Other:		
4	Other machines and mechanical appliances of general use or for non-specified industrial uses:		
	c) Other (excluding vats and other receptacles, etc., as well as air humidifiers and de-humidifiers):		
	II. For other than industrial uses	11.04%	
	From date of ratification of the Protocol to October 31, 1971		7%
	From November 1, 1971, to October 31, 1974		6%
ex 5	Parts of the machines and mechanical appliances falling within the above sub-paragraph 4cII, imported separately and not elsewhere specified	9.04%	
	From date of ratification of the Protocol to October 31, 1974		6%
85.09	Electrical lighting and signalling equipment and electrical windscreen wipers, defrosters and demisters, for cycles or motor vehicles:		
A	Lighting equipment other than that falling within heading 85.08	15.68%	
	From date of ratification of the Protocol to October 31, 1972		10.80%
	From November 1, 1972, to October 31, 1974		7%

Greek Tariff No.	Description	Import Duty Rate Effective	Conceded
85.09			
B	Sound signalling appliances	15.50%	
	From date of ratification of the Protocol to October 31, 1971		10.80%
	From November 1, 1971, to October 31, 1974		8.5%
C	Other	15.92%	
	From date of ratification of the Protocol to October 31, 1971		10.80%
	From November 1, 1971, to October 31, 1974		9%
85.19	Electrical apparatus for making and breaking electrical circuits, for the protection of electrical circuits, or for making connections to or in electrical circuits (for example, switches, relays, fuses, lightning arresters, surge suppressors, plugs, lamp-holders, terminals, terminal strips and junction boxes); resistors, fixed or variable (including potentiometers), other than heating resistors; rheostatic, inductance, motor driven and vibrating contact automatic voltage regulators; switchboards (other than telephone switchboards) and control panels:		
ex B	Automatic voltage regulators	14%	
	From date of ratification of the Protocol to October 31, 1974		8%
ex D	Parts of automatic voltage regulators falling within the above sub-heading B, imported separately and not elsewhere specified, are dutiable at the rate specified for the articles for which intended. Any of these parts which are also suitable for articles falling within sub-heading A, shall be assessed at the rate applicable to the article involving the higher or the highest rate of duty		
90.24	Instruments and apparatus for measuring, checking or automatically controlling the flow, depth, pressure or other variables of liquids or gases, or for automatically controlling temperature (for example, pressure gauges, thermostats, level gauges, flow meters, heat meters, automatic oven-draught regulators), not being articles falling within heading No. 90.14:		
A	Pressure gauges (manometers)	14.32%	
	From date of ratification of the Protocol to October 31, 1974		11%
B	Thermostats	13.12%	
	From date of ratification of the Protocol to October 31, 1974		9%
C	Other	13.72%	
	From date of ratification of the Protocol to October 31, 1974		10%

The Greek Minister of Finance to the American Ambassador

KINGDOM OF GREECE
MINISTRY OF FINANCE

ATHENS, *May 31st, 1971*

DEAR MR. AMBASSADOR:

On behalf of the Government of Greece, I hereby have the honor to make to you the following declaration:

The tariff concessions made by Greece to the United States of America on the basis of the Protocol signed today, will be accorded, after October 31, 1974, the same treatment as will be accorded to all tariff bindings in general that have so far been undertaken by Greece within the framework of the General Agreement on Tariffs and Trade.

Sincerely yours,

ADAM. ANDROUTSOPOULOS

Adamantios Androutsopoulos
Minister of Finance

His Excellency
HENRY J. TASCA
Ambassador of the
United States of America
Athens

The American Ambassador to the Greek Minister of Finance

EMBASSY OF THE
UNITED STATES OF AMERICA

ATHENS, GREECE
May 31, 1971

DEAR MR. MINISTER:

On behalf of the Government of the United States of America, I have the honor to acknowledge the receipt of your letter dated May 31, 1971, which reads as follows:

"On behalf of the Government of Greece, I hereby have the honor to make to you the following declaration

"The tariff concessions made by Greece to the United States of America on the basis of the Protocol signed today, will be accorded, after October 31, 1974, the same treatment as will be accorded to all tariff bindings in general that have so far been undertaken by Greece within the framework of the General Agreement on Tariffs and Trade."

I hereby confirm that my Government agrees to the declaration made in your above letter.

Sincerely yours,

HENRY J TASCA

Henry J Tasca
Ambassador of the
United States of America

His Excellency
ADAMANTIOS ANDROUTSOPOULOS
Minister of Finance
Athens

REPUBLIC OF CHINA

Extension of Loan of Vessels: U.S.S. *Pecatonica* and U.S.S. *Whitemarsh*

Agreement effected by exchange of notes Signed at Taipei May 17 and June 16, 1971; Entered into force June 16, 1971.

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

No. 12 TAIPEI, *May 17, 1971.*

EXCELLENCY:

I have the honor to refer to the Note from the Ministry of Foreign Affairs dated March 21, 1970 [1] and to subsequent discussions between representatives of our two Governments regarding the extensions of the loans of the naval vessels ex-USS *Pecatonica* (AOG-57) and ex-USS *Whitemarsh* (LSD-8).

The loans of these two vessels were made pursuant to agreements between the Government of the United States and the Government of the Republic of China, effected by the exchange of notes signed on January 18, 1961, the exchange of notes signed on June 8, 1961, the exchange of notes signed on February 7, 1959, and the exchange of notes signed on January 16 and March 6, 1967 [2]

I now have the honor to inform Your Excellency that, in response to the request of the Government of the Republic of China, the Government of the United States agrees to extend the loans of these vessels for an additional period of five years commencing from their respective expiration dates under the same terms and conditions of the agreements pertaining to these vessels referred to above. The five-year extension of the loans of these vessels is in addition to the periods previously agreed as computed from the respective dates of delivery

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[1] Not printed.

[2] TIAS 4676, 4828, 4180, 6283; 12 UST 78, 1164; 10 UST 177; 18 UST 1281.

of these vessels. Accordingly, the new expiration dates of these vessels will be as follows:

Name of Vessel	Expiration Date
ex-USS *Whitemarsh* (LSD–8)	November 17, 1975
ex-USS *Pecatonica* (AOG–57)	April 22, 1976

If the foregoing is acceptable to the Government of the Republic of China, I have the honor further to propose that Your Excellency's reply to that effect and my note shall together constitute an agreement between our two Governments regarding this matter, which shall enter into force on the date of Your Excellency's reply.

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

WILLIAM N. MORELL, Jr.
Charge d'Affaires ad interim

His Excellency,
CHOU SHU-K'AI
Minister of Foreign Affairs,
Taipei.

此致

美利堅合衆國駐中華民國大使館臨時代辦莫偉禮

中華民國

年

月

六日於台北

中華民國陸拾柒年陸月拾柒日

長白辦（AOG—五七）　一九七六年四月廿二日

上開建議倘荷中華民國政府接受，本代辦建議

閣下之復照與本照會，即構成

貴我兩國政府間對於本案之一項協定，並自

閣下復照之日起生效。」等由；

本部長茲代表中華民國政府接受上述建議並證實

貴代辦來照與本部長之復照即構成

貴我兩國政府間對於本案之一項協定，並自即日起生效。

本部長順向

貴代辦重申崇高之敬意。

有關協定而爲者。

本代辦特奉告

閣下，茲爲答復

中華民國政府之要求，美利堅合衆國政府同意在上述有關此等船艦借貸協定之同樣條件下，將此等船艦之借貸期限自其各自屆滿日期分別再予延展五年。此等船艦貸期係依照各艦之移交日期起算至前此同意之期限屆滿後，再予延展五年，基此，該等船艦之新定屆滿日期將如下開：

艦名	屆滿日期
東海號（LSD—八）	一九七五年十〇月十七日

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

照會

逕復者：接准

貴代辦六十年五月十七日第十二號照會內開：

「關於延展長白號（AOG—五七）及東海號（LSD—八）二艘海軍船艦之借貸期限事，

貴外交部一九七〇年三月廿一日節略誦悉，嗣雙方政府代表復就此事有所洽商。

查此等船艦之借貸係依據美利堅合衆國與中華民國兩國政府於一九六一年元月十八日、一九六一年六月八日、一九五九年二月七日及一九六七年元月十六日及三月六日所簽署之各項換文而成立之

外(50)北美[1]

011828

Translation

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF CHINA

No. Wai-60 Pei Mei-1-011828 TAIPEI, *June 16, 1971*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note No. 12 dated May 17 reading as follows:

[For the English language text, see p. 802.]

The Ministry of Foreign Affairs has the honor to confirm the above understanding on behalf of the Government of the Republic of China.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

[SEAL] CHOU SHU-K'AI

His Excellency
WILLIAM N. MORELL, Jr.
Chargé d'Affaires ad interim
of the United States of America,
Taipei.

BELGIUM

Mutual Defense Assistance

Agreement amending annex B to the agreement of January 27, 1950. Effected by exchange of notes Signed at Brussels June 3 and 28, 1971; Entered into force June 28, 1971.

The American Ambassador to the Belgian Minister of Foreign Affairs

No. 63

BRUSSELS, *June 3, 1971*

EXCELLENCY:

I have the honor to refer to this Embassy's Note No. 36 of March 15, 1971, and to the Note dated June 2, 1971,[1] from the Ministry of Foreign Affairs regarding a revision of Annex B to the Mutual Defense Assistance Agreement between the United States of America and Belgium [2] to provide for funds for administrative expenses in connection with the Mutual Defense Assistance Program during the year ending June 30, 1971. It was agreed by this exchange of notes that Annex B would be amended to cover the period July 1, 1970 to June 30, 1971 and the text changed to reflect the actual administrative expenses foreseen in connection with carrying out the Mutual Defense Assistance Agreement. It is accordingly proposed that the text of Annex B be amended to read as follows:

> "In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement the Government of Belgium in conjunction with the Government of Luxembourg, will deposit Belgian and Luxembourg francs at such times as requested in an account designated by the United States Embassy at Brussels and the United States Embassy at Luxembourg, not to exceed in total 13,905,000 Belgian and Luxembourg francs, for their use on behalf of the Government of the United States for administrative expenditures

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[1] Not printed.

[2] TIAS 2010, 6899; 1 UST 1; 21 UST 1415.

55-169 O - 72 - 52

within Belgium and Luxembourg in connection with carrying out that Agreement for the period July 1, 1970–June 30, 1971."

Upon receipt of a note from Your Excellency indicating that the foregoing text is acceptable to the Belgian Government, the Government of the United States of America will consider that this note and the reply thereto constitute an agreement between the two Governments on this subject which shall enter into force on the date of Your Excellency's note.

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

JOHN S. D. EISENHOWER

His Excellency
PIERRE HARMEL,
Minister of Foreign Affairs,
Brussels.

The Belgian Minister of Foreign Affairs to the American Ambassador

MINISTÈRE DES AFFAIRES ÉTRANGÈRES
ET DU COMMERCE EXTÉRIEUR
Direction Générale de la Politique

P8-98.03.02/4648

BRUXELLES, *le 28-6-1971*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser la réception de la lettre de Votre Excellence du 3 juin 1971, n° 63, ayant pour objet la modification pour l'exercice fiscal 1970–71 de l'annexe B de l'Accord pour la défense mutuelle entre la Belgique et les Etats-Unis d'Amérique.

Je tiens à marquer à Votre Excellence l'accord du Gouvernement belge sur le texte suivant:

"En exécution du paragraphe 1 de l'article V de l'Accord d'aide pour la défense mutuelle, le Gouvernement belge, conjointement avec le Gouvernement luxembourgeois, déposera, lorsqu'il en sera prié, à un compte désigné par l'Ambassade des Etats-Unis à Bruxelles et l'Ambassade des Etats-Unis à Luxembourg, à l'usage de ces dernières, au nom du Gouvernement des Etats-Unis, des francs belges et luxembourgeois, dont le total ne dépassera pas 13.905.000 francs belges et luxembourgeois, en vue du règlement des dépenses administratives en Belgique et au Luxembourg résultant de l'exécution de cet Accord pour la période du 1er juillet 1970 au 30 juin 1971."

Je marque également mon accord pour considérer que la note de Votre Excellence en date du 3 juin 1971 et la présente réponse, constituent un accord entre les deux Gouvernements à ce sujet, qui entrera en vigueur à la date de ce jour.

Je saisis cette occasion, Monsieur l'Ambassadeur, de renouveler à Votre Excellence l'assurance de ma très haute considération.

P. HARMEL

P. Harmel

A Son Excellence
Monsieur JOHN S. D. EISENHOWER,
Ambassadeur des Etats-Unis d'Amérique
à Bruxelles.

Translation

MINISTRY OF FOREIGN AFFAIRS
AND FOREIGN TRADE
GENERAL POLICY BUREAU
P8–98.03.02/4648

BRUSSELS, *June 28, 1971*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 63 of June 3, 1971, regarding the revision of Annex B to the Mutual Defense Assistance Agreement between Belgium and the United States of America for the fiscal year 1970–71.

I hereby inform Your Excellency of the Belgian Government's concurrence in the following text:

[For the English language text, see p. 809.]

I also inform Your Excellency that I am willing to consider that your note of June 3, 1971, and this reply thereto shall constitute an agreement between the two Governments on this subject, which shall enter into force on this date.

Accept, Mr. Ambassador, the renewed assurances of my very high consideration.

P HARMEL

P. Harmel

His Excellency
JOHN S. D. EISENHOWER,
Ambassador of the United States
of America,
Brussels.

REPUBLIC OF KOREA

Trade in Cotton Textiles

Agreement amending and extending the agreement of December 11, 1967, as amended and extended.
Effected by exchange of notes
Signed at Washington June 30, 1971,
Entered into force June 30, 1971.

The Secretary of State to the Korean Ambassador

DEPARTMENT OF STATE
WASHINGTON

JUNE 30, 1971

EXCELLENCY

I have the honor to refer to the cotton textile agreement between our two Governments effected by exchange of notes on December 11, 1967, as amended and extended by exchange of notes on December 31, 1970.[1] As a result of discussions between representatives of our two Governments, I have the honor to propose that the aforementioned agreement be further amended and extended as provided in the following paragraphs

A. Paragraph 2 is amended by changing the first sentence to read as follows "The agreement shall extend through August 31, 1971."

B. The last sentence of paragraph 10 is amended to read as follows

> "In the eight-month period extending from January 1, 1971 through August 31, 1971 the level of exports permitted under such limitation shall be two-thirds of the corresponding level for the preceding twelve-month period, increased by five percent, the level for the preceding twelve-month period not to include any adjustments under paragraph 7 or 17 "

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[1] TIAS 6399, 7016 18 UST 3078, 21 UST 2722.

C. Subparagraph (d) of paragraph 17 is amended to read as follows:

"(d) In the event of shortfall in the agreement year ending December 31, 1970, two-thirds of the carry-over that would be permitted for an agreement year by subparagraphs (a) through (c) shall be permitted for the eight-month period beginning January 1, 1971."

If the foregoing proposal is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of the Republic of Korea shall constitute an amendment and extension of the cotton textile agreement effected by exchange of notes on December 11, 1967, as amended and extended by exchange of notes on December 31, 1970.

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

For the Secretary of State:

PHILIP H. TREZISE

His Excellency
DONG JO KIM,
Ambassador of Korea.

The Korean Ambassador to the Secretary of State

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D.C.

KAM 71/115

JUNE 30, 1971

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date, which reads as follows:

"I have the honor to refer to the cotton textile agreement between our two Governments effected by exchange of notes on December 11, 1967, as amended and extended by exchange of notes on December 31, 1970. As a result of discussions between representatives of our two Governments, I have the honor to propose that the aforementioned agreement be further amended and extended as provided in the following paragraphs:

A. Paragraph 2 is amended by changing the first sentence to read as follows: 'The agreement shall extend through August 31, 1971.'

B. The last sentence of paragraph 10 is amended to read as follows:

'In the eight-month period extending from January 1, 1971 through August 31, 1971 the level of exports permitted under such limitation shall be two-thirds of the corresponding level for the preceding twelve-month period, increased by five percent, the level for the preceding twelve-month period not to include any adjustments under paragraph 7 or 17.'

C. Subparagraph (d) of paragraph 17 is amended to read as follows:

'(d) In the event of shortfall in the agreement year ending December 31, 1970, two-thirds of the carry-over that would be permitted for an agreement year by subparagraphs (a) through (c) shall be permitted for the eight-month period beginning January 1, 1971.'

If the foregoing proposal is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of the Republic of Korea shall constitute an amendment and extension of the cotton textile agreement effected by exchange of notes on December 11, 1967, as amended and extended by exchange of notes on December 31, 1970."

I have further the honor to inform Your Excellency that the proposals set forth in Your Excellency's note are acceptable to the Government of the Republic of Korea and to confirm that Your Excellency's note and this reply thereto constitute an agreement between our two Governments on this subject.

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

For the Ambassador

H. E. WHANG

Ho Eul Whang
Minister

The Honorable
WILLIAM P. ROGERS
Secretary of State
Department of State
Washington, D.C.

PANAMA

Extension of Validity of Certain Visas

Agreement modifying the agreement of March 27 and May 22 and 25, 1956.
Effected by exchange of notes
Signed at Panamá June 14 and 17, 1971;
Entered into force June 17, 1971.

The American Ambassador to the Panamanian Minister of Foreign Relations

PANAMA, REPUBLIC OF PANAMA

No. 110 JUNE 14, 1971

EXCELLENCY:

I have the honor to refer to the agreement on passport visas now in existence between the Government of the United States of America and the Republic of Panama effected by exchange of notes signed at Panama March 27, 1956, May 22, 1956 and May 25, 1956[1] which entered into force on June 1, 1956.

My Government is willing to authorize the issuance of visas to Panamanian citizens in the A–1, A–2 and A–3 categories with multiple entries and a maximum validity up to forty-eight (48) months if the Government of Panama will do the same as regards United States citizens coming to Panama for like purposes.

Upon receipt of a note from Your Excellency giving assurance of the willingness of the Government of Panama to extend the validity of category A–1, A–2 and A–3 visas up to forty-eight (48) months, my Government will take the necessary steps to insure reciprocity.

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

ROBERT M. SAYRE

His Excellency,
LIC. JUAN ANTONIO TACK,
Minister of Foreign Relations,
Panama, R. P.

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[1] TIAS 3573; 7 UST 905.

The Panamanian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES
PANAMA 4, PANAMA

Nº DREU-307/1577-1 PANAMÁ, *Junio 17 de 1971*

SEÑOR EMBAJADOR:

Tengo el honor de avisar a Vuestra Excelencia recibo de su Nota Nº 110 fechada Junio 14 de 1971, mediante la cual presenta proposición del Gobierno de Estados Unidos de América para convenir una modificación al Acuerdo sobre Visas para Pasaportes vigente desde Junio 1º de 1956, a fin de extender el lapso de validez actual de doce (12) meses de las visas gratuitas múltiples de las categorías A-1, A-2 y A-3 del mencionado Acuerdo, para que estas sean válidas hasta por cuarenta y ocho (48) meses.

Me es placentero comunicar a Vuestra Excelencia que esta proposición es satisfactoria al Gobierno de Panamá y que en consecuencia la acepta.

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

JUAN ANTONIO TACK

Juan Antonio Tack,
Ministro de Relaciones Exteriores.

Su Excelencia
ROBERT M. SAYRE,
Embajador de Estados Unidos de América,
Panamá, República de Panamá.

Translation

REPUBLIC OF PANAMA
MINISTRY OF FOREIGN RELATIONS
PANAMA 4, PANAMA

No. DREU-307/1577-1

PANAMÁ, *June 17, 1971*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 110 dated June 14, 1971, in which the Government of the United States of America proposes an amendment to the Agreement on passport visas, which has been in force since June 1, 1956, in order to extend the present 12-month period of validity of free multiple-entry visas in categories A-1, A-2, and A-3 of the aforesaid Agreement to a period of validity of 48 months.

I take pleasure in informing Your Excellency that this proposal is satisfactory to the Government of Panama and is therefore accepted.

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

JUAN ANTONIO TACK

Juan Antonio Tack
Minister of Foreign Relations

His Excellency
ROBERT M. SAYRE,
Ambassador of the United States of America,
Panamá, Panama.

SAUDI ARABIA

Construction of Military Facilities

Agreement extending the agreement of May 24 and June 5, 1965.
Effected by exchange of notes
Dated at Jidda May 18 and June 21, 1971;
Entered into force June 21, 1971.

The Saudi Arabian Ministry of Foreign Affairs to the American Embassy

الرقم ٢/٢٨٩٦/٧/٥/٩٢
التاريخ ٩١/٢/١٢
الموافق
المرفقات

المملكة العربية السعودية
وزارة الخارجية

تهدى وزارة خارجية المملكة العربية السعودية أطيب تحياتها الى السفارة الأمريكية بجدة

وبالاشارة الى مذكرة السفارة المؤرخة فى ١٨ مارس ١٩٧١ بشأن الاتفاقية المعقودة بين حكومة المملكة العربية السعودية وبين حكومة الولايات المتحدة الأمريكية والخاصة بانشاء مرافق عسكرية فى المملكة يهم وزارة الخارجية أن تنقل الى السفارة الكريمة موافقة الجهات العربية السعودية المختصة على تمديد الاتفاقية المذكورة لمدة عامين آخرين اعتبارا من تاريخ انتهائها .

وتنتهز وزارة الخارجية هذه المناسبة فرصة للاعراب للسفارة عن أطيب تمنياتها . ....

جدة

Translation

THE KINGDOM OF SAUDI ARABIA
MINISTRY OF FOREIGN AFFAIRS

3/23/91 H
No. 92/5/1/3891/2 (Corresponding to 5/18/71)

The Ministry of Foreign Affairs of the Kingdom of Saudi Arabia presents its compliments to the American Embassy at Jidda.

With reference to the Embassy's supporting note, dated March 18, 1971, [1] regarding the agreement between the Government of the Kingdom of Saudi Arabia and the Government of the United States of America for the construction of military facilities in the Kingdom, [2] the Ministry of Foreign Affairs has the honor to transmit to the American Embassy the agreement of the competent Saudi Arabian authorities to the extension of the aforementioned agreement for a period of two more years beginning on the date of the expiration thereof.

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

[SEAL]

The American Embassy to the Saudi Arabian Ministry of Foreign Affairs

No. 321

The Embassy of the United States of America presents its compliments to the Royal Ministry of Foreign Affairs of the Kingdom of Saudi Arabia and has the honor to acknowledge receipt of the Ministry's note number 92/5/1/3891/2 dated the 23rd of Rabi' al Awwal 1391 (May 18, 1971) regarding the extension of the agreement between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia for the construction of military facilities, originally effected by an exchange of notes signed at Jidda on May 24 and June 5, 1965, and to confirm that the Government of the United States has agreed to the extension of the aforementioned agreement for the period of two years until May 23, 1973.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
Jidda, June 21, 1971.

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[1] Not printed.
[2] TIAS 5830; 16 UST 890.

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MULTILATERAL

International Wheat Agreement, 1971: Wheat Trade Convention and Food Aid Convention, 1971

Open for signature at Washington March 29 through May 3, 1971.
Ratification advised by the Senate of the United States of America July 12, 1971;
Ratified by the President of the United States of America July 24, 1971;
Ratification of the United States of America deposited July 24, 1971;
Proclaimed by the President of the United States of America July 30, 1971;
Entered into force provisionally for the United States of America with respect to certain parts June 18, 1971, and with respect to the remaining parts July 1, 1971;
Entered into force definitively for the United States of America July 24, 1971.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The International Wheat Agreement, 1971, consisting of a Wheat Trade Convention, 1971 and a Food Aid Convention, 1971 with a common preamble, was open for signature in Washington from March 29 through May 3, 1971, and each of the two Conventions was signed during that period by the respective plenipotentiaries of the Government of the United States of America and certain other Governments;

The text of the International Wheat Agreement, 1971, in the English, French, Russian, and Spanish languages, is annexed hereto;

The Senate of the United States of America by its resolution of July 12, 1971, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the International Wheat Agreement, 1971;

It is provided in paragraph (1) of Article 26 of the Wheat Trade Convention, 1971 that the Convention shall enter into force among those Governments that have deposited instruments of ratification, acceptance, approval, or accession (a) on June 18, 1971 with respect to all provisions other than Articles 3 to 9 inclusive and Article 21, and (b) on July 1, 1971 with respect to Articles 3 to 9 inclusive and

Article 21, if such instruments, or declarations of provisional application, have been deposited not later than June 17, 1971 on behalf of Governments representing exporting members holding at least 60 percent of the votes set out in Annex A and representing importing members holding at least 50 percent of the votes set out in Annex B;

It is provided in paragraph (1) of Article X of the Food Aid Convention, 1971 that the Convention shall enter into force for the European Economic Community and its member States and for those Governments that have deposited instruments of ratification, acceptance, approval, conclusion, or accession (a) on June 18, 1971 with respect to all provisions other than Article II, and (b) on July 1, 1971 with respect to Article II, provided that the European Economic Community and its member States and all Governments listed in paragraph (1) or Article VI (namely, Argentina, Australia, Canada, Finland, Japan, Sweden, Switzerland, and the United States of America) have deposited such instruments, or declarations of provisional application, by June 17, 1971 and that the Wheat Trade Convention, 1971 is in force;

It is provided in Article 24 of the Wheat Trade Convention, 1971 that any signatory Government and any other Government eligible to sign the Convention or whose application for accession is approved by the International Wheat Council may deposit a declaration of provisional application of the Convention, and that any Government depositing such a declaration shall provisionally apply the Convention and be provisionally regarded as a party thereto;

It is provided in Article IX of the Food Aid Convention, 1971 that the European Economic Community and its member States and the Government of any other country referred to in Article VI (namely, Argentina, Australia, Canada, Finland, Japan, Sweden, Switzerland, and the United States of America) may deposit a declaration of provisional application of the Convention, provided they also deposit a declaration of provisional application of the Wheat Trade Convention, 1971, and that any other Government whose application for accession is approved may also deposit a declaration of provisional application, and that the European Economic Community and its member States as well as any Government depositing such a declaration shall provisionally apply the Convention and be provisionally regarded as parties thereto;

Instruments of ratification with respect to the Wheat Trade Convention, 1971 were deposited with the Government of the United States of America by the Governments of certain countries, as follows: Canada and Peru on June 10; Ecuador on June 14; Australia, Denmark, India, and the United Kingdom on June 15; Sweden on June 16; Saudi Arabia on June 25; Pakistan on June 29; and the United States of America on July 24;

Declarations of provisional application pursuant to Article 24 of the Wheat Trade Convention, 1971 were deposited with the Govern-

ment of the United States of America by the European Economic Community and the Governments of certain countries, as follows: Switzerland on May 3; the Federal Republic of Germany on May 21; Brazil on May 28; Japan on June 4; the Republic of China on June 7; Cuba on June 9; the Syrian Arab Republic and Spain on June 14; Finland and Luxembourg on June 15; Argentina, Italy, Norway and Portugal on June 16; Belgium, France, Guatemala, the Kingdom of the Netherlands, the United States of America, and the European Economic Community on June 17; and the United Arab Republic on July 13, 1971;

Instruments of ratification with respect to the Food Aid Convention, 1971 were deposited with the Government of the United States of America by the Governments of certain countries, as follows: Canada on June 10; Australia on June 15; and Sweden on June 16;

Declarations of provisional application pursuant to Article IX of the Food Aid Convention, 1971 were deposited with the Government of the United States of America by the European Economic Community and the Governments of certain countries as follows: Switzerland on May 3; the Federal Republic of Germany on May 21; Japan on June 4; Finland and Luxembourg on June 15; Argentina and Italy on June 16; and Belgium, France, the Kingdom of the Netherlands for the Realm in Europe, the United States of America, and the European Economic Community on June 17;

The requirements of paragraph (1) of Article 26 of the Wheat Trade Convention, 1971 and of paragraph (1) of Article X of the Food Aid Convention, 1971 for the entry into force of those Conventions were fulfilled so that, among those Governments that had deposited instruments of ratification by June 17, 1971, all provisions of the Wheat Trade Convention, 1971 other than Articles 3 to 9 inclusive and Article 21 and all provisions of the Food Aid Convention, 1971 other than Article II entered into force on June 18, 1971, and Articles 3 to 9 inclusive and Article 21 of the Wheat Trade Convention, 1971 and Article II of the Food Aid Convention, 1971 entered into force on July 1, 1971;

It is provided in paragraph (2) of Article 26 of the Wheat Trade Convention, 1971 that, with respect to any Government that deposits an instrument of ratification, acceptance, approval, or accession after June 18, 1971, the Convention shall enter into force on the date of such deposit, and in paragraph (1) of Article X of the Food Aid Convention, 1971 that, with respect to any Government that deposits an instrument of ratification, acceptance, approval, conclusion, or accession after the entry into force of the Convention, the Convention shall enter into force on the date of such deposit;

The International Wheat Agreement, 1971, including the two Conventions, became applicable provisionally to the United States of America by virtue of the deposit of its declaration of provisional application on June 17, 1971, and entered into force definitively for the

United States of America on July 24, 1971, the date of deposit of its instrument of ratification,

Now, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the International Wheat Agreement, 1971, consisting of a Wheat Trade Convention, 1971 and a Food Aid Convention, 1971 with a common preamble, to the end that it shall be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this thirtieth day of July in the year of our Lord one thousand nine hundred seventy-one
[SEAL] and of the Independence of the United States of America the one hundred ninety-sixth.

RICHARD NIXON

By the President
WILLIAM P ROGERS
Secretary of State

INTERNATIONAL WHEAT AGREEMENT, 1971

PREAMBLE

The United Nations Wheat Conference, 1971,

Considering that the International Wheat Agreement of 1949 was revised, renewed or extended in 1953, 1956, 1959, 1962, 1965, 1966 and 1967,[1]

Considering that the provisions of the International Grains Arrangement 1967,[2] consisting of the Wheat Trade Convention, on the one hand, and the Food Aid Convention, on the other, will expire on 30 June 1971 and that it is desirable to conclude an Agreement for a new period,

Has agreed that this International Wheat Agreement 1971 shall consist of two separate legal instruments

(a) the Wheat Trade Convention 1971 and

(b) the Food Aid Convention 1971

and that either the Wheat Trade Convention, 1971 or both the Wheat Trade Convention, 1971 and the Food Aid Convention, 1971, as appropriate, shall be submitted for signature, ratification, acceptance or approval, in conformity with their respective constitutional procedures, by the Governments represented at the United Nations Wheat Conference, 1971 and by the Governments of States party to the Wheat Trade Convention of the International Grains Arrangement 1967.

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[1] TIAS 1957, 2799, 3709, 4302, 5115, 5844, 6057, 6315; 63 Stat. (2) 2173; 4 UST 944; 7 UST 3275; 10 UST 1477; 13 UST 1571; 16 UST 1010; 17 UST 948; 18 UST 1699.

[2] TIAS 6537; 19 UST 5499.

[Footnotes added by the Department of State.]

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WHEAT TRADE CONVENTION, 1971

PART I - GENERAL

ARTICLE 1

Objectives

The objectives of this Convention are:

(a) To further international co-operation in connection with world wheat problems, recognizing the relationship of the trade in wheat to the economic stability of markets for other agricultural products;

(b) To promote the expansion of the international trade in wheat and wheat flour and to secure the freest possible flow of this trade in the interests of both exporting and importing members, and thus contribute to the development of countries, the economies of which depend on commercial sales of wheat;

(c) To contribute to the fullest extent possible to the stability of the international wheat market in the interests of both importing and exporting members; and

(d) To provide a framework, in conformity with Article 21 of the present Convention, for the negotiation of provisions relating to the prices of wheat and to the rights and obligations of members in respect of international trade in wheat.

ARTICLE 2

Definitions

For the purposes of this Convention:

(1) (a) "Council" means the International Wheat Council established by the International Wheat Agreement 1949 and continued in being by Article 10;

(b) "Member" means a party to this Convention or a territory or a group of territories in respect of which a notification has been made pursuant to paragraph (3) of Article 28;

(c) "Exporting member" means a member listed in Annex A;

(d) "Importing member" means a member listed in Annex B;

(e) "Territory" in relation to an exporting or importing member includes any territory in respect of which the rights and obligations of that member under this Convention apply under Article 28;

(f) "Executive Committee" means the Committee established under Article 15;

(g) "Advisory Sub-Committee on Market Conditions" means the Sub-Committee established under Article 16;

(h) "Grains" means wheat, rye, barley, oats, maize and sorghum;

(i) "Wheat" includes wheat grain of any description, class, type, grade or quality and, except where the context otherwise requires, wheat flour;

(j) "Crop year" means the period from 1 July to 30 June;

(k) "Bushel" means in the case of wheat sixty pounds avoirdupois or 27.2155 kilogrammes;

(l) "Metric ton", or 1,000 kilogrammes, means in the case of wheat 36.74371 bushels;

(m) (i) "Purchase" means a purchase for import of wheat exported or to be exported from an exporting member or from other than an exporting member, as the case may be, or the quantity of such wheat so purchased, as the context requires;

(ii) "Sale" means a sale for export of wheat imported or to be imported by an importing member or by other than an importing member, as the case may be, or the quantity of such wheat so sold, as the context requires;

(iii) Where reference is made in this Convention to a purchase or sale, it shall be understood to refer not only to purchases or sales concluded between the Governments concerned but also to purchases or sales concluded between private traders and to purchases or sales concluded between a private trader and the Government concerned. In this definition "Government" shall be deemed to include the Government of any territory in respect of which the rights and obligations of any Government ratifying, accepting, approving or acceding to this Convention apply under Article 28;

(n) Any reference in this Convention to a "Government represented at the United Nations Wheat Conference, 1971" shall be construed as including a reference to the European Economic Community (hereinafter referred

to as the EEC). Accordingly, any reference in this Convention to "signature" or to the "deposit of instruments of ratification, acceptance or approval" or "an instrument of accession" or a "declaration of provisional application" by a Government shall, in the case of the EEC be construed as including signature or declaration of provisional application on behalf of the EEC by its competent authority and the deposit of the instrument required by the institutional procedures of the EEC to be deposited for the conclusion of an international agreement.

(2) All calculations of the wheat equivalent of purchases of wheat flour shall be made on the basis of the rate of extraction indicated by the contract between the buyer and the seller. If no such rate is indicated, seventy-two units by weight of wheat flour shall, for the purpose of such calculations, be deemed to be equivalent to one hundred units by weight of wheat grain unless the Council decides otherwise.

ARTICLE 3

Commercial purchases and special transactions

(1) A commercial purchase for the purposes of this Convention is a purchase as defined in Article 2 which conforms to the usual commercial practices in international trade and which does not include those transactions referred to in paragraph (2) of this Article.

(2) A special transaction for the purposes of this Convention is one which includes features introduced by the Government of a member concerned which do not conform to usual commercial practices. Special transactions include the following:

(a) Sales on credit in which, as a result of government intervention, the interest rate, period of payment, or other related terms do not conform to the commercial rates, periods or terms prevailing in the world market;

(b) Sales in which the funds for the purchase of wheat are obtained under a loan from the Government of the exporting member tied to the purchase of wheat;

(c) Sales for currency of the importing member which is not transferable or convertible into currency or goods for use in the exporting member;

(d) Sales under trade agreements with special payments arrangements which include clearing accounts for settling credit balances bilaterally through the exchange of goods, except where the exporting member and the importing member concerned agree that the sale shall be regarded as commercial;

(e) Barter transactions:

(i) which result from the intervention of governments where wheat is exchanged at other than prevailing world prices, or

(ii) which involve sponsorship under a government purchase programme, except where the purchase of which results from a barter transaction in which the country of final destination was not named in the original barter contract;

(f) A gift of wheat or a purchase of wheat out of a monetary grant by the exporting member made for that specific purpose;

(g) Any other categories of transactions, as the Council may prescribe, that include features introduced by the Government of a member concerned which do not conform to usual commercial practices.

(3) Any question raised by the Executive Secretary or by any exporting or importing member as to whether a transaction is a commercial purchase as defined in paragraph (1) of this Article or a special transaction as defined in paragraph (2) of this Article shall be decided by the Council.

ARTICLE 4

Recording and reporting

(1) The Council shall keep separate records for each crop year:

(a) for the purposes of the operation of this Convention, of all commercial purchases by members from other members and non-members and of all imports by members from other members and non-members on terms which render them special transactions; and

(b) of all commercial sales by members to non-members and of all exports by members to non-members on terms which render them special transactions.

(2) The records referred to in the preceding paragraph shall be kept so that records of special transactions are separate from records of commercial transactions.

(3) In order to facilitate the operation of the Advisory Sub-Committee on Market Conditions under Article 16, the Council shall keep records of international market prices for wheat and wheat flour and of transportation costs.

(4) In the case of any wheat which reaches the country of final destination after re-sale in, passage through, or trans-shipment from the ports of, a country other than that in which the wheat originated, members shall to the maximum extent possible make available such information as will enable the purchase or transaction to be entered in the records referred to in paragraphs (1) and (2) of this Article as a purchase or transaction between the country of origin and the country of final destination. In the case of a re-sale, the provisions of this paragraph shall apply if the wheat originated in the country of origin during the same crop year.

(5) The Council may authorize purchases to be recorded for a crop year if:

(a) the loading period involved is within a reasonable time up to one month, to be decided by the Council, before the beginning or after the end of that crop year; and

(b) the two members concerned so agree.

(6) For the purpose of this Article:

(a) members shall send to the Executive Secretary such information concerning the quantities of wheat involved in commercial sales and purchases and special transactions as the Council within its competence may require, including:

(i) in relation to special transactions, such detail of the transactions as will enable them to be classified in accordance with Article 3;

(ii) in respect of wheat, such information as may be available as to the type, class, grade and quality, and the quantities relating thereto;

(iii) in respect of flour, such information as may be available to identify the quality of the flour and the quantities relating to each separate quality;

(b) members when exporting on a regular basis, and such other members as the Council shall decide, shall send to the Executive Secretary such information relating to prices of commercial and, where available, special transactions in such descriptions, classes, types, grades and qualities of wheat and wheat flour as the Council may require;

(c) the Council shall obtain regular information on currently prevailing transportation costs, and members shall to the extent practicable report such supplementary information as the Council may require.

(7) The Council shall make rules of procedure for the reports and records referred to in this Article. Those rules shall prescribe the frequency and the manner in which those reports shall be made and shall prescribe the duties of members with regard thereto. The Council shall also make provision for the amendment of any records or statements kept by it, including provision for the settlement of any dispute arising in connection therewith. If any member repeatedly and unreasonably fails to make reports as required by this Article, the Executive Committee shall arrange consultations with that member to remedy the situation.

ARTICLE 5

Estimates of requirements and availability of wheat

(1) By 1 October in the case of Northern Hemisphere countries and 1 February in the case of Southern Hemisphere countries, each importing member shall notify the Council of its estimate of its commercial import requirements of wheat in that crop year. Any importing member may thereafter notify the Council of any changes it may desire to make in its estimate.

(2) By 1 October in the case of Northern Hemisphere countries and 1 February in the case of Southern Hemisphere countries, each exporting member shall notify the Council of its estimate of the wheat it will have available for export in that crop year. Any exporting member may thereafter notify the Council of any changes it may desire to make in its estimate.

(3) All estimates notified to the Council shall be used for the purpose of the administration of this Convention and may only be made available to exporting and importing members on such conditions as the Council may prescribe. Estimates submitted in accordance with this Article shall in no way be binding.

ARTICLE 6

Consultations on market conditions

(1) If the Advisory Sub-Committee on Market Conditions, in the course of its continuous review of the market under paragraph (2) of Article 16, is of the opinion that a situation of market instability has arisen or threatens imminently to arise, or if such a situation is called to the Advisory Sub-Committee's attention by the Executive Secretary on his own initiative or at the request of any exporting or importing member it shall

immediately report the facts concerned to the Executive Committee. The Advisory Sub-Committee shall in so informing the Executive Committee give particular regard to those circumstances which have brought about, or threaten to bring about, the situation of market instability, including price fluctuations. The Executive Committee shall meet within five market days to review the situation and to consider whether it would be possible to arrive at mutually acceptable solutions.

(2) The Executive Committee shall, if it considers it appropriate, inform the Chairman of the Council who may convene a session of the Council to review the situation.

ARTICLE 7

Disputes and complaints

(1) Any dispute concerning the interpretation or application of this Convention which is not settled by negotiation shall, at the request of any member which is a party to the dispute, be referred to the Council for decision.

(2) Any member which considers that its interests as a party to this Convention have been seriously prejudiced by actions of any one or more members affecting the operation of this Convention may bring the matter before the Council. In such a case, the Council shall immediately consult with the members concerned in order to resolve the matter. If the matter is not resolved through such consultations, the Council shall consider the matter further and may make recommendations to the members concerned.

ARTICLE 8

Annual review of the world wheat situation

(1) (a) In the furtherance of the objectives of this Convention as set forth in Article 1, the Council shall annually review the world wheat situation and shall inform members of the effects upon the international trade in wheat of the facts which emerge from the review, in order that these effects be kept in mind by these members in determining and administering their internal agricultural and price policies.

(b) The review shall be carried out in the light of information obtainable in relation to national production, stocks, consumption, prices and trade, including both commercial and special transactions of wheat.

(b) Each member may submit to the Council information which is relevant to the annual review of the world wheat situation and is not already available to the Council either directly or through the appropriate organization in the United Nations system including the United Nations Conference on Trade and Development (UNCTAD) and the Food and Agriculture Organization of the United Nations (FAO).

(2) In carrying out the annual review, the Council shall consider the means through which the consumption of wheat may be increased, and may undertake, in co-operation with members, studies of such matters as:

(a) factors affecting the consumption of wheat in various countries, and

(b) means of achieving increased consumption, particularly in countries where the possibility of increased consumption is found to exist.

(3) For the purposes of this Article, the Council shall take into account work done on grains by UNCTAD and the FAO and by other intergovernmental organizations, in order to avoid duplication of work, and may, without prejudice to the generality of paragraph (1) of Article 20, make such arrangements regarding co-operation in any of its activities as it considers desirable with such intergovernmental organizations and also with any Governments of Members of the United Nations or of the specialized agencies not party to this Convention which have a substantial interest in the international trade in grains.

(4) Nothing in this Article shall prejudice the complete liberty of action of any member in the determination and administration of its internal agricultural and price policies.

ARTICLE 9

Guidelines relating to concessional transactions

(1) Members undertake to conduct any concessional transactions in wheat in such a way as to avoid harmful interference with normal patterns of production and international commercial trade.

(2) To this end members shall undertake appropriate measures to ensure that concessional transactions are additional to commercial sales which could reasonably be anticipated in the absence of such transactions. Such measures shall be consistent with the Principles of Surplus Disposal and Guiding Lines

recommended by the FAO and may provide that a specified level of commercial imports of wheat, agreed with the recipient country, be maintained on a global basis by that country. In establishing or adjusting this level full regard shall be had to the commercial import levels in a representative period and to the economic circumstances of the recipient country, including, in particular, its balance-of-payments situation.

(3) Members, when engaging in concessional export transactions, shall consult with exporting members whose commercial sales might be affected by such transactions, to the maximum possible extent before such arrangements are concluded with recipient countries.

(4) The Executive Committee shall furnish an annual report to the Council on developments in concessional transactions in wheat.

PART II - ADMINISTRATION

ARTICLE 10

Constitution of the Council

(1) The International Wheat Council, established by the International Wheat Agreement 1949, shall continue in being for the purpose of administering this Convention with the membership, powers and functions provided in this Convention.

(2) Each exporting and importing member shall be a voting member of the Council and may be represented at its meetings by one delegate, alternates, and advisers.

(3) Such intergovernmental organizations as the Council may decide to invite to any of its meetings may each have one non-voting representative in attendance at those meetings.

(4) The Council shall elect a Chairman and Vice-Chairman who shall hold office for one crop year. The Chairman shall have no vote and the Vice-Chairman shall have no vote while acting as Chairman.

ARTICLE 11

Powers and functions of the Council

(1) The Council shall establish its Rules of Procedure.

(2) The Council shall keep such records as are required by the terms of this Convention and may keep such other records as it considers desirable.

(3) The Council shall publish an annual report and may also publish any other information (including, in particular, its annual review or any part or summary thereof) concerning matters within the scope of this Convention.

(4) In addition to the powers and functions specified in this Convention the Council shall have such other powers and perform such other functions as are necessary to carry out the terms of this Convention.

(5) The Council may, by two-thirds of the votes cast by the exporting members and two-thirds of the votes cast by the importing members delegate to any of its committees or to the Executive Secretary the exercise of powers or functions other than those relating to the budget and assessment of contributions contained in paragraphs (2) and (3) of Article 19. The Council may at any time revoke such delegation by a majority of the votes cast. Any decision made under any powers or functions delegated by the Council in accordance with this paragraph shall be subject to review by the Council at the request of any exporting or importing members made within a period which the Council shall

prescribe. Any decision in respect of which no request for review has been made within the prescribed period shall be binding on all members.

(6) In order to enable the Council to discharge its functions under this Convention, the Council may request, and members undertake to supply, such statistics and information as are necessary for this purpose.

ARTICLE 12

Votes

(1) The exporting members shall together hold 1,000 votes and the importing members shall together hold 1,000 votes.

(2) The votes to be exercised by the respective delegations of exporting members on the Council shall be those specified in Annex A.

(3) The votes to be exercised by the respective delegations of importing members on the Council shall be those specified in Annex B.

(4) Any exporting member may authorize any other exporting member, and any importing member may authorize any other importing member, to represent its interests and to exercise its votes at any meeting or meetings of the Council. Satisfactory evidence of such authorization shall be submitted to the Council.

(5) If at any meeting of the Council an exporting member or an importing member is not represented by an accredited delegate and has not authorized another member to exercise its votes in accordance with paragraph (4) of this Article, and if at the date of any meeting any member has forfeited, has been deprived of, or has recovered its votes under any provisions of this Convention, the total votes to be exercised by the exporting

members shall be adjusted to a figure equal to the total of votes to be exercised at that meeting by the importing members and redistributed among exporting members in proportion to their votes.

(6) Whenever any country becomes or any member ceases to be a party to this Convention, the Council shall redistribute the votes within either Annex A or Annex B, as the case may be, proportionally to the number of votes held by each member listed in that Annex.

(7) No exporting or importing member shall have less than one vote and there shall be no fractional votes.

ARTICLE 13

Seat, sessions and quorum

(1) The seat of the Council shall be London unless the Council decides otherwise.

(2) The Council shall meet at least once during each half of each crop year and at such other times as the Chairman may decide, or as otherwise required by this Convention.

(3) The Chairman shall convene a session of the Council if so requested by (a) five members or (b) one or more members holding a total of not less than 10 per cent of the total votes or (c) the Executive Committee.

(4) The presence of delegates with a majority of the votes held by the exporting members and a majority of the votes held by the importing members prior to any adjustment of votes under Article 12 shall be necessary to constitute a quorum at any meeting of the Council.

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ARTICLE 14

Decisions

(1) Except where otherwise specified in this Convention, decisions of the Council shall be by a majority of the votes cast by the exporting members and a majority of the votes cast by the importing members, counted separately.

(2) Each member undertakes to accept as binding all decisions of the Council under the provisions of this Convention.

ARTICLE 15

Executive Committee

(1) The Council shall establish an Executive Committee. The members of the Executive Committee shall be not more than four exporting members elected annually by the exporting members and not more than eight importing members elected annually by the importing members. The Council shall appoint the Chairman of the Executive Committee and may appoint a Vice-Chairman.

(2) The Executive Committee shall be responsible to and work under the general direction of the Council. It shall have such powers and functions as are expressly assigned to it under this Convention and such other powers and functions as the Council may delegate to it under paragraph (5) of Article 11.

(3) The exporting members on the Executive Committee shall have the same total number of votes as the importing members. The votes of the exporting members on the Executive Committee shall be divided among them as they shall decide, provided that no such exporting member shall have more than 40 per cent of the total votes of those exporting members. The votes of the

importing members on the Executive Committee shall be divided among them as they shall decide, provided that no such importing member shall have more than 40 per cent of the total votes of those importing members.

(4) The Council shall prescribe rules of procedure regarding voting in the Executive Committee and may make such other provision regarding rules of procedure in the Executive Committee as it thinks fit. A decision of the Executive Committee shall require the same majority of votes as this Convention prescribes for the Council when making a decision on a similar matter.

(5) Any exporting or importing member which is not a member of the Executive Committee may participate, without voting, in the discussion of any question before the Executive Committee whenever the latter considers that the interests of that member are affected.

ARTICLE 16

Advisory Sub-Committee on Market Conditions

(1) The Executive Committee shall establish an Advisory Sub-Committee on Market Conditions consisting of technical representatives of not more than five exporting members and of not more than five importing members. The Chairman of the Advisory Sub-Committee shall be appointed by the Executive Committee.

(2) The Advisory Sub-Committee shall keep under continuous review current market conditions and shall report to the Executive Committee as provided in Article 6. The Advisory Sub-Committee shall, in the exercise of its functions, take into account any representations made by any exporting or importing member.

(3) Any member which is not a member of the Advisory Sub-Committee may participate in the discussion of any question before the Advisory Sub-Committee whenever the latter considers that the interests of that member are directly affected.

(4) The Advisory Sub-Committee shall advise in accordance with the relevant Articles of this Convention and on such other matters as the Council or the Executive Committee may refer to it, including such matters as the Council may refer to it under Article 21 of this Convention.

ARTICLE 17

Secretariat

(1) The Council shall have a Secretariat consisting of an Executive Secretary, who shall be its chief administrative officer, and such staff as may be required for the work of the Council and its Committees.

(2) The Council shall appoint the Executive Secretary who shall be responsible for the performance of the duties devolving upon the Secretariat in the administration of this Convention and for the performance of such other duties as are assigned to him by the Council and its Committees.

(3) The staff shall be appointed by the Executive Secretary in accordance with regulations established by the Council.

(4) It shall be a condition of employment of the Executive Secretary and of the staff that they do not hold or shall cease to hold financial interest in the trade in wheat and that they shall not seek or receive instructions regarding their duties under this Convention from any Government or from any other authority external to the Council.

ARTICLE 18

Privileges and immunities

(1) The Council shall have legal personality. It shall in particular have the capacity to contract, acquire and dispose of movable and immovable property and to institute legal proceedings.

(2) The status, privileges and immunities of the Council in the territory of the United Kingdom shall continue to be governed by the headquarters Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the International Wheat Council signed at London on 28 November 1968.

(3) The Agreement referred to in paragraph (2) of this Article shall be independent of the present Convention. It shall however terminate:

(a) by agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Council, or

(b) in the event of the seat of the Council being moved from the United Kingdom, or

(c) in the event of the Council ceasing to exist.

(4) In the event of the seat of the Council being moved from the United Kingdom, the Government of the member in which the seat of the Council is situated shall conclude with the Council an international agreement relating to the status, privileges and immunities of the Council, its Executive Secretary, its staff and representatives of members at meetings convened by the Council.

ARTICLE 19

Finance

(1) The expenses of delegations to the Council and of representatives on its Committees and Sub-Committees shall be met by their respective Governments. The other expenses necessary for the administration of this Convention shall be met by annual contributions from the exporting and importing members. The contribution of each such member for each crop year shall be in the proportion which the number of its votes bears to the total of the votes of the exporting and importing members at the beginning of that crop year.

(2) At its first session after this Convention comes into force, the Council shall approve its budget for the period ending 30 June 1972 and assess the contribution to be paid by each exporting and importing member.

(3) The Council shall, at a session during the second half of each crop year, approve its budget for the following crop year and assess the contribution to be paid by each exporting and importing member for that crop year.

(4) The initial contribution of any exporting or importing member acceding to this Convention under paragraph (2) of Article 25 shall be assessed by the Council on the basis of the votes to be distributed to it and the period remaining in the current crop year, but the assessments made upon other exporting and importing members for the current crop year shall not be altered.

(5) Contributions shall be payable immediately upon assessment. Any exporting or importing member failing to pay its contribution within one year of its assessment shall forfeit its voting rights

until its contribution is paid, but shall not be relieved of its obligations under this Convention, nor shall it be deprived of any of its rights under this Convention unless the Council so decides.

(6) The Council shall, each crop year, publish an audited statement of its receipts and expenditures in the previous crop year.

(7) The Council shall, prior to its dissolution, provide for the settlement of its liabilities and the disposal of its records and assets.

ARTICLE 20

Co-operation with other intergovernmental organizations

(1) The Council may make whatever arrangements are appropriate for consultation or co-operation with the United Nations and its organs, in particular UNCTAD, and with the FAO and such other specialized agencies of the United Nations and intergovernmental organizations as may be appropriate.

(2) The Council, bearing in mind the particular role of UNCTAD in international commodity trade, will, as it considers appropriate, keep UNCTAD informed of its activities and programmes of work.

(3) If the Council finds that any terms of this Convention are materially inconsistent with such requirements as may be laid down by the United Nations or through its appropriate organs and specialized agencies regarding intergovernmental commodity agreements, the inconsistency shall be deemed to be a circumstance affecting adversely the operation of this Convention and the procedure prescribed in paragraphs (2), (3) and (4) of Article 27 shall be applied.

ARTICLE 21

Prices and related rights and obligations

In order to assure supplies of wheat and wheat flour to importing members and markets for wheat and wheat flour to exporting members at equitable and stable prices, the Council shall at an appropriate time examine the questions of prices and related rights and obligations. When it is judged that these matters are capable of successful negotiation with the objective of bringing them into effect within the life of this Convention, the Council shall request the Secretary-General of UNCTAD to convene a negotiating conference.

ARTICLE 22

Signature

This Convention shall be open for signature in Washington from 29 March 1971 until and including 3 May 1971 by Governments of countries party to the Wheat Trade Convention 1967 and by Governments represented at the United Nations Wheat Conference, 1971.

ARTICLE 23

Ratification, acceptance, approval

This Convention shall be subject to ratification, acceptance or approval by each signatory Government in accordance with its respective constitutional procedures. Instruments of ratification, acceptance or approval shall be deposited with the Government of the United States of America not later than 17 June 1971, except that the Council may grant one or more extensions of time to any signatory Government that has not deposited its instrument of ratification, acceptance or approval by that date.

ARTICLE 24

Provisional application

Any signatory Government may deposit with the Government of the United States of America a declaration of provisional application of this Convention. Any other Government eligible to sign this Convention or whose application for accession is approved by the Council may also deposit with the Government of the United States of America a declaration of provisional application. Any Government depositing such a declaration shall provisionally apply this Convention and be provisionally regarded as a party thereto.

ARTICLE 25

Accession

(1) Any Government represented at the United Nations Wheat Conference, 1971 or the Government of any country party to the Wheat Trade Convention 1967 may accede to the present Convention until and including 17 June 1971, except that the Council may grant one or more extensions of time to any Government which has not deposited its instrument by that date.

(2) After 17 June 1971, any Government invited to the United Nations Wheat Conference, 1971, may accede to the present Convention upon such conditions as the Council considers appropriate by two-thirds of the votes cast by exporting members and by two-thirds of the votes cast by importing members.

(3) Accession shall be effected by deposit of an instrument of accession with the Government of the United States of America.

(4) Where, for the purposes of the operation of this Convention, reference is made to members listed in Annex A or B, any member the Government of which has acceded to this Convention on conditions prescribed by the Council in accordance with this Article shall be deemed to be listed in the appropriate Annex.

ARTICLE 26

Entry into force

(1) This Convention shall enter into force among those Governments that have deposited instruments of ratification, acceptance, approval or accession as follows:

(a) On 18 June 1971 with respect to all provisions other than Articles 3 to 9 inclusive and Article 21, and

(b) On 1 July 1971 with respect to Articles 3 to 9 inclusive and Article 21

if such instruments of ratification, acceptance, approval or accession, or declarations of provisional application have been deposited not later than 17 June 1971 on behalf of Government representing exporting members holding at least 60 per cent of the votes set out in Annex A and representing importing members holding at least 50 per cent of the votes set out in Annex B.

(2) This Convention shall enter into force for any Government that deposits an instrument of ratification, acceptance, approval or accession after 18 June 1971 in accordance with the relevant provisions of this Convention on the date of such deposit, except that no part of it shall enter into force for such a Government until that part enters into force for other Governments under paragraph (1) or (3) of this Article.

(3) If this Convention does not enter into force in accordance with paragraph (1) of this Article, the Governments which have deposited instruments of ratification, acceptance, approval or accession, or declarations of provisional application may decide by mutual consent that it shall enter into force among those Governments that have deposited instruments of ratification, acceptance, approval or accession.

ARTICLE 27

Duration, amendment and withdrawal

(1) This Convention shall remain in force until and including 30 June 1974. However, if a new agreement covering wheat is negotiated as envisaged by Article 21 and enters into force before 30 June 1974, this Convention shall remain in force only until the date of entry into force of the new agreement.

(2) The Council may recommend an amendment of this Convention to the members.

(3) The Council may fix a time within which each member shall notify the Government of the United States of America whether or not it accepts the amendment. The amendment shall become effective upon its acceptance by exporting members which hold two-thirds of the votes of the exporting members and by importing members which hold two-thirds of the votes of the importing members.

(4) Any member which has not notified the Government of the United States of America of its acceptance of an amendment by the date on which such amendment becomes effective, may, after giving such written notice of withdrawal to the Government of the United States of America as the Council may require in each case, withdraw from this Convention at the end of the current crop year, but shall not thereby be released from any obligations under

this Convention which have not been discharged by the end of that crop year. Any such withdrawing member shall not be bound by the provisions of the amendment occasioning its withdrawal. If any member satisfies the Council at its first meeting following the effective date of the amendment that its acceptance could not be secured in time by reason of constitutional or institutional difficulties and declares its intention to apply the amendment provisionally pending acceptance of that amendment, the Council may extend for such member the period fixed for acceptance until these difficulties have been overcome.

(5) If any member considers that its interests are prejudiced by operation of this Convention, it may state its case to the Council and the Council shall, within thirty days, examine the matter. If the member concerned considers that notwithstanding the Council's intervention its interests continue to be prejudiced, it may withdraw from this Convention at the end of any crop year by giving written notice of withdrawal to the Government of the United States of America at least ninety days prior to the end of that crop year, but shall not, thereby, be released from any obligations under this Convention which have not been discharged by the end of that crop year.

(6) Any member which becomes a member State of the EEC during the currency of this Convention shall notify the Council, and the Council shall within thirty days consider the matter with a view to negotiating with that member and the EEC an appropriate adjustment of their respective rights and obligations under this Convention. The Council shall have power, in such circumstances, to recommend an amendment in accordance with paragraph (2) of this Article.

ARTICLE 28

Territorial application

(1) Any Government may, at the time of signature or ratification, acceptance, approval, provisional application of or accession to this Convention declare that its rights and obligations under this Convention shall not apply in respect of one or more of the territories for the international relations of which it is responsible.

(2) With the exception of territories in respect of which a declaration has been made in accordance with paragraph (1) of this Article, the rights and obligations of any Government under this Convention shall apply in respect of all territories for the international relations of which that Government is responsible.

(3) Any member may, at any time after its ratification, acceptance, approval, provisional application of or accession to this Convention, by notification to the Government of the United States of America, declare that its rights and obligations under this Convention shall apply in respect of one or more of the territories regarding which it has made a declaration in accordance with paragraph (1) of this Article.

(4) Any member may, by giving notification of withdrawal to the Government of the United States of America, withdraw from this Convention separately in respect of one or more of the territories for whose international relations it is responsible.

(5) When a territory to which this Convention extends under paragraphs (2) and (3) of this Article subsequently attains independence, the Government of that territory may, within ninety

days after the attainment of independence, declare by notification to the Government of the United States of America that it has assumed the rights and obligations of a party to this Convention.

(6) For the purposes of the redistribution of votes under Article 12, any change in the application of this Convention in accordance with this Article shall be regarded as a change in participation in this Convention in such a manner as may be appropriate to the circumstances.

ARTICLE 29

Notification by depositary Government

The Government of the United States of America as the depositary Government shall notify all signatory and acceding Governments of each signature, ratification, acceptance, approval, provisional application of, and accession to, this Convention, as well as each notification and notice received under Article 27 and each declaration and notification received under Article 28.

ARTICLE 30

Certified copy of the Convention

As soon as possible after the definitive entry into force of this Convention, the depositary Government shall send a certified copy of this Convention in the English, French, Russian and Spanish languages to the Secretary-General of the United Nations for registration in accordance with Article 102 of the Charter of the United Nations.[1] Any amendments to this Convention shall likewise be communicated.

[1] TS 993; 59 Stat. 1052. [Footnote added by the Department of State.]

ARTICLE 31

Relationship of Preamble to Convention

This Convention includes the Preamble to the International Wheat Agreement, 1971.

IN WITNESS WHEREOF the undersigned, having been duly authorized to this effect by their respective Governments have signed this Convention on the dates appearing opposite their signatures.

The texts of this Convention in the English, French, Russian and Spanish languages shall all be equally authentic, the originals being deposited with the Government of the United States of America, which shall transmit a certified copy thereof to each signatory and acceding Government and to the Executive Secretary of the Council.

ANNEX A

Votes of exporting members

Australia	100
Argentina	100
Bulgaria	5
Canada	280
European Economic Community	100
Greece	5
Kenya	5
Mexico	5
Spain	5
Sweden	10
United States of America	280
Union of Soviet Socialist Republics	100
Uruguay	5
	1,000

ANNEX B

Votes of importing members

Algeria	14	Kuwait	3
Austria	1	Lebanon	9
Barbados	1	Libya	5
Bolivia	5	Malta	2
Brazil	71	Mauritius	2
Ceylon	17	Morocco	10
China	19	Nigeria	7
Colombia	8	Norway	14
Costa Rica	3	Pakistan	16
Cuba	2	Panama	2
Denmark	1	Peru	25
Dominican Republic	1	Portugal	18
Ecuador	3	Saudi Arabia	10
El Salvador	2	South Africa	10
European Economic Community	152	Switzerland	16
Finland	2	Syria	5
Guatemala	3	Trinidad and Tobago	4
India	34	Tunisia	5
Indonesia	7	Turkey	4
Iran	2	United Arab Republic	65
Ireland	7	United Kingdom	183
Israel	5	Vatican City	1
Japan	178	Venezuela	29
Kingdom of the Netherlands 1/	1		
Korea, Republic of	16		1,000

1/ With respect to the interests of Netherlands Antilles and Surinam.

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ACCORD INTERNATIONAL SUR LE BLE DE 1971

PREAMBULE

La Conférence des Nations Unies sur le blé, 1971,

Considérant que l'Accord international sur le blé de 1949 a été revisé, renouvelé ou reconduit en 1953, 1956, 1959, 1962, 1965, 1966 et 1967,

Considérant que les dispositions de l'Arrangement international sur les céréales de 1967, composé de la Convention relative au commerce du blé, d'une part, et de la Convention relative à l'aide alimentaire, d'autre part, viennent à expiration le 30 juin 1971 et qu'il est souhaitable de conclure un accord pour une nouvelle période,

Est convenue que le présent Accord international sur le blé de 1971 sera composé de deux instruments juridiques distincts

a) la Convention sur le commerce du blé de 1971

b) la Convention relative à l'aide alimentaire de 1971

et que, soit la Convention sur le commerce du blé de 1971, soit la Convention sur le commerce du blé de 1971 et la Convention relative à l'aide alimentaire de 1971, suivant qu'il conviendra, seront soumises, conformément à leurs procédures constitutionnelles, à la signature, à la ratification, à l'acceptation ou à l'approbation des gouvernements représentés à la Conférence des Nations Unies sur le commerce du blé, 1971, ainsi que des gouvernements des Etats parties à la Convention relative au commerce du blé de l'Arrangement international sur les céréales de 1967.

CONVENTION SUR LE COMMERCE DU BLE DE 1971

PREMIERE PARTIE - GENERALITES

ARTICLE PREMIER

Objectifs

La présente Convention a pour objet:

a) De favoriser la coopération internationale en ce qui concerne les problèmes que pose le blé dans le monde, eu égard aux relations qui existent entre le commerce du blé et la stabilité économique des marchés d'autres produits agricoles;

b) De favoriser le développement du commerce international du blé et de la farine de blé, d'assurer que ce commerce s'effectue le plus librement possible dans l'intérêt tant des membres exportateurs que des membres importateurs et de contribuer ainsi au développement des pays dont l'économie dépend de la vente commerciale du blé;

c) De contribuer, autant que possible, à la stabilité du marché international du blé dans l'intérêt tant des membres exportateurs que des membres importateurs, et

d) De fournir un cadre, conformément à l'article 21 de la présente Convention, pour la négociation de dispositions relatives aux prix du blé, ainsi qu'aux droits et aux obligations des membres concernant le commerce international du blé.

ARTICLE 2

Définitions

Aux fins de la présente Convention:

1. a) "Conseil" désigne le Conseil international du blé constitué par l'Accord international sur le blé de 1949 et maintenu en existence par l'article 10;

b) "Membre" désigne une Partie à la présente Convention ou un territoire ou groupe de territoires au sujet duquel a été faite la notification prévue au paragraphe 3 de l'article 28;

c) "Membre exportateur" désigne un membre nommé à l'annexe A;

d) "Membre importateur" désigne un membre nommé à l'annexe B;

e) "Territoire", lorsque cette expression se rapporte à un membre exportateur ou à un membre importateur, désigne tout territoire auquel s'appliquent en vertu de l'article 28 les droits et les obligations que le gouvernement de ce membre a assumés aux termes de la présente Convention;

f) "Comité exécutif" désigne le Comité, constitué en vertu de l'article 15;

g) "Sous-Comité consultatif de la situation du marché" désigne le Sous-Comité constitué en vertu de l'article 16;

h) "Céréales" comprend le blé, le seigle, l'orge, l'avoine, le maïs et le sorgho;

i) "Blé" désigne le blé en grain de quelque nature, catégorie, type, "grade" ou qualité que ce soit et, sauf dans les cas où le contexte l'exige autrement, la farine de blé;

j) "Année agricole" désigne la période du 1er juillet au 30 juin;

k) "Boisseau" désigne, dans le cas du blé, 60 livres avoirdupois soit 27,2155 kilogrammes;

l) "Tonne métrique" ou 1 000 kilogrammes désigne, dans le cas du blé, 36,74371 boisseaux;

m) i) "Achat" désigne, suivant le contexte, l'achat, aux fins d'importation, de blé exporté ou destiné à être exporté par un membre exportateur ou par un pays autre qu'un membre exportateur, selon le cas, ou la quantité de ce blé ainsi acheté;

ii) "Vente" désigne, suivant le contexte, la vente, aux fins d'exportation, de blé importé ou destiné à être importé par un membre importateur, ou par un pays autre qu'un membre importateur, selon le cas, ou la quantité de ce blé ainsi vendu;

iii) Lorsqu'il est question dans la présente Convention d'un achat ou d'une vente, il est entendu que ce terme désigne non seulement des achats ou des ventes conclus entre les gouvernements intéressés, mais aussi les achats ou les ventes conclus entre des négociants privés et des achats ou des ventes conclus entre un négociant privé et le gouvernement intéressé. Dans cette définition, le terme "gouvernement" designe le gouvernement de tout

territoire auquel s'appliquent, en vertu de l'article 28, les droits et obligations que tout gouvernement assume en ratifiant, acceptant ou approuvant la présente Convention ou en y adhérant;

n) Toute mention, dans la présente Convention, d'un "gouvernement représenté à la Conférence des Nations Unies sur le blé, 1971" est réputée valoir aussi pour la Commanauté économique européenne, ci-après dénommée "la Communauté". En conséquence, toute mention, dans la présente Convention, de "la signature" ou du "dépôt des instruments de ratification, d'acceptation ou d'approbation" ou d'un "instrument d'adhésion" ou d'une "déclaration d'application provisoire" par un gouvernement, est, dans le cas de la Communauté, réputée valoir aussi pour la signature ou pour la déclaration d'application provisoire au nom de la Communauté par son autorité compétente ainsi que pour le dépôt de l'instrument requis par la procédure institutionnelle de la Communauté pour la conclusion d'un accord international.

2. Le calcul de l'équivalent en blé des achats de farine de blé est effectué sur la base du taux d'extraction indiqué par le contrat entre l'acheteur et le vendeur. Si ce taux d'extraction n'est pas indiqué, soixante-douze unités en poids de farine de blé sont considérées, aux fins de ce calcul, comme équivalant à cent unités en poids de blé en grain, sauf décision contraire du Conseil.

ARTICLE 3

Achats commerciaux et transactions spéciales

1. "Achat commercial" désigne, aux fins de la présente Convention, tout achat conforme à la définition figurant à l'article 2 et conforme aux pratiques commerciales usuelles du commerce international, à l'exclusion des transactions visées au paragraph 2 du présent article.

2. "Transaction spéciale" désigne, aux fins de la présente Convention, une transaction contenant des éléments, introduits par le gouvernement d'un membre intéressé, qui ne sont pas conformes aux pratiques commerciales usuelles. Les transactions spéciales comprennent:

a) Les ventes à crédit dans lesquelles, par suit d'une intervention gouvernementale, le taux d'intérêt, le délai de paiement ou d'autres conditions connexes ne sont pas conformes aux taux, aux délais ou aux conditions habituellement pratiqués dans le commerce sur le marché mondial;

b) Les ventes dans lesquelles les fonds nécessaires à l'opération sont obtenus du gouvernement du membre exportateur sous forme d'un prêt lié à l'achat du blé;

c) Les ventes en divises du membre importateur, ni transférables ni convertibles en devises ou en marchandises destinées à être utilisées dans le membre exportateur;

d) Les ventes effectuées en vertu d'accords commerciaux avec arrangements spéciaux de paiement qui prévoient des comptes de compensation servant à régler

bilatéralement les soldes créditeurs au moyen d'échange de marchandises, sauf si le membre exportateur et le membre importateur intéressés acceptent que la vente soit considérée comme ayant un caractère commercial;

e) Les opérations de troc

i) qui résultent de l'intervention de gouvernements et dans lesquelles le blé est échangé à des prix autres que ceux qui sont pratiqués sur le marché mondial, ou

ii) qui s'effectuent au titre d'un programme gouvernemental d'achats, sauf si l'achat de blé résulte d'une opération de troc dans laquelle le pays de destination finale du blé n'est pas désigné dans le contrat initial de troc;

f) Un don de blé ou un achat de blé au moyen d'une aide financière accordée spécialement à cet effet par le membre exportateur;

g) Toutes autres catégories de transactions que le Conseil pourrait spécifier et qui contiennent des éléments, introduits par le gouvernement d'un membre intéressé, qui ne sont pas conformes aux pratiques commerciales usuelles.

3. Toute question soulevée par le Secrétaire exécutif ou par un membre exportateur ou un membre importateur en vue d'établir si une transaction donnée constitue un achat commercial au sens du paragraphe 1 ou une transaction spéciale au sens du paragraph 2 du présent article est tranchée par le Conseil.

ARTICLE 4

Enregistrement et notification

1. Le Conseil enregistre séparément pour chaque année agricole:

a) aux fins de l'application de la présente Convention, tous les achats commerciaux effectués par des membres auprès d'autres membres et non-membres et toutes les importations des membres en provenance d'autres membres et non-membres à des conditions qui en font des transactions spéciales, et

b) toutes les ventes commerciales qui sont effectuées par des membres à des non-membres et toutes les exportations de membres à desination de non-membres à des conditions qui en font des transactions spéciales.

2. Les registres visés au paragraphe précédent sont tenus de façon que l'enregistrement des transactions spéciales soit distinct de l'enregistrement des transactions commerciales.

3. Pour faciliter le travail du Sous-Comité consultatif de la situation du marché prévu à l'article 16, le Conseil enregistre les prix du marché international du blé et de la farine de blé et les frais de transport.

4. S'il s'agit de blé qui arrive au pays de destination finale après revente, passage ou transbordement portuaire dans un pays autre que celui dont le blé est originaire, les membres fournissent dans toute la mesure du possible des renseignements permettant d'enregistrer l'achat ou la transaction mentionnés aux paragraphes 1 et 2 du présent article en tant qu'achat ou transaction entre le pays d'origine et le pays de destination finale. En cas de revente, les dispositions du présent paragraphe ne sont applicables qui si le blé est parti du pays d'origine pendant l'année agricole en cause.

5. Le Conseil peut autoriser l'enregistrement d'achats pour une année agricole:

a) Si la période de chargement considérée est comprise dans un délai raisonnable, ne dépassant pas un mois, à fixer par le Conseil, avant le début ou après la fin de l'année agricole, et

b) Si les deux membres intéressés sont d'accord.

6. Aux fins du présent article,

a) les membres adressent au Secrétaire exécutif tous les renseignements relatifs aux quantités de blé ayant fait l'objet de ventes et achats commerciaux et de transactions spéciales, dont le Conseil, en fonction de ses compétences, pourrait avoir besoin, y compris:

i) en ce qui concerne les transactions spéciales, les détails de ces transactions, permettant de les classer selon les catégories définies à l'article 3;

ii) en ce qui concerne le blé, les détails disponibles concernant le type, la catégorie, le "grade" et la qualité, ainsi que les quantités en cause;

iii) en ce qui concerne la farine, les indications disponibles permettant d'identifier la qualité de la farine et les quantités de chaque qualité;

b) Les membres, lorsqu'ils exportent sur une base régulière, et les autres membres pour lesquels le Conseil en aura ainsi décidé, sont tenus d'envoyer au Secrétaire exécutif tous renseignements relatifs aux prix des transactions commerciales et, lorsqu'ils sont disponibles, des transactions spéciales concernant toute nature, catégorie, type, "grade" ou qualité de blé et de farine de blé, dont le Conseil pourrait avoir besoin;

c) Le Conseil reçoit régulièrement des renseignements sur les frais de transport en vigueur, et les membres sont tenus, dans toute la mesure du possible, de communiquer au Conseil tous renseignements complémentaires dont il pourrait avoir besoin.

7. Le Conseil établit un règlement concernant les notifications et les registres dont il est question dans le présent article. Ce règlement fixe la fréquence et les modalités suivant lesquelles ces notifications doivent être faites et définit les obligations des membres à cet égard. Le Conseil arrête également la procédure de modification des registres et relevés dont il assure la tenue, ainsi que les modes de règlement de tout différend pouvant surgir à cet égard. Si un membre quelconque manque de façon répétée et sans justification aux engagements de notification contractés en vertu du présent article, le Comité exécutif engage des consultations avec le membre en cause afin de remédier à la situation.

ARTICLE 5

Evaluation des besoins et des disponibilités en blé

1. Au 1er octobre, pour les pays de l'hémisphère nord, et au 1er février, pour les pays de l'hémisphère sud, chaque membre importateur notifie au Conseil les évaluations de ses besoins d'importations commerciales de blé pendant l'année agricole. Tout membre importateur peut notifier par la suite au Conseil

toutes modifications qu'il désire apporter à ses évaluations.

2. Au 1er octobre, pour les pays de l'hémisphère nord, et au 1er février, pour les pays de l'hémisphère sud, chaque membre exportateur notifie au Conseil ses évaluations des quantités de blé qu'il pourra exporter pendant l'année agricole. Tout membre exportateur peut notifier par la suite au Conseil toutes modifications qu'il désire apporter à ses évaluations.

3. Toutes les évaluations notifiées au Conseil sont utilisées pour les besoins de l'administration de la présente Convention et ne peuvent être communiquées aux membres exportateurs et aux membres importateurs que dans les conditions fixées par le Conseil. Les évaluations présentées en vertu du présent article ne constituent en aucune façon des engagements.

ARTICLE 6

Consultations sur la situation du marché

1. Si le Sous-Comité consultatif de la situation du marché, au cours de l'examen permanent du marché qu'il effectue en application du paragraphe 2 de l'article 16, est d'avis qu'une situation d'instabilité du marché s'est produite ou est imminente, ou si une telle situation est signalée à l'attention du Sous-Comité consultatif par le Secrétaire exécutif, de sa propre initiative ou à la demande de tout membre exportateur ou importateur, le Sous-Comité consultatif rend immédiatement compte au Comité exécutif des faits en question. Le Sous-Comité consultatif, en informant de la sorte le Comité exécutif, tient particulièrement compte des circonstances qui ont provoqué ou qui menacent de provoquer la situation d'instabilité du marché, y compris les fluctuations de prix. Le Comité exécutif se réunit dans les cinq jours ouvrables pour analyser la situation et pour examiner s'il serait possible d'arriver à des solutions mutuellement acceptables.

2. Le Comité exécutif, s'il le juge approprié, informe le Président du Conseil, qui peut convoquer une session du Conseil pour faire le point de la situation.

ARTICLE 7

Différends et plaintes

1. Tout différend relatif à l'interprétation ou à l'application de la présente Convention qui n'a pu être réglé par voie de négociation est, à la demande de tout membre qui est partie au différend, déféré au Conseil pour décision.

2. Tout membre qui estime que ses intérêts en tant que partie à la présente Convention sont sérieusement lésés du fait qu'un ou plusieurs membres ont pris des mesures de nature à compromettre le fonctionnement de la présente Convention peut saisir le Conseil. Le Conseil consulte immédiatement les membres intéressés afin de régler la question. Si la question n'est pas réglée par ces consultations, le Conseil examine plus avant la question et peut faire des recommendations aux membres intéressés.

ARTICLE 8

Examen annuel de la situation du blé dans le monde

1. a) Poursuivant les objectifs de la présente Convention tels qu'ils sont définis à l'article premier, le Conseil étudie chaque année la situation du blé dans le monde et informe les membres des répercussions que les faits qui se dégagent de cet examen exercent sur le commerce mondial du blé, afin que les gouvernements de ces membres les aient à l'esprit lorsqu'ils déterminent et appliquent leur politique intérieure en matière d'agriculture et de prix;

b) L'examen s'effectue en fonction des renseignements dont on dispose au sujet de la production nationale, des stocks, de la consommation, des prix et du commerce du blé, y compris les transactions commerciales et les transactions spéciales;

c) Tout membre peut communiquer au Conseil des renseignements en rapport avec l'examen annuel de la situation du blé dans le monde qui ne sont pas déjà parvenus au Conseil soit directement, soit par l'intermédiaire de l'organisation appropriée du système des Nations Unies, y compris la Conférence des Nations Unies sur le commerce et le développement (CNUCED) et l'Organisation des Nations Unies pour l'alimentation et l'agriculture (FAO).

2. En procédant à l'examen annuel, le Conseil recherche les moyens permettant de stimuler la consommation de blé et peut entreprendre, en coopération avec les membres, des études portant notamment:

a) sur les facteurs qui influencent la consommation de blé dans divers pays et

b) sur les moyens permettant de stimular la consommation, notamment dans les pays où l'on constate qu'il est possible de l'accroître.

3. Aux fins du présent article, le Conseil tient compte des travaux concernant les céréales effectués par la CNUCED et la FAO, ainsi que par les autres organisations intergouvernementales, afin d'éviter le double emploi; il peut, sans préjudice de la portée du paragraphe 1 de l'article 20, conclure les arrangements qu'il juge souhaitables en vue d'une collaboration pour l'une quelconque

de ses activités avec ces organisations intergouvernementales, ainsi qu'avec les gouvernements d'Etats membres de l'Organisation des Nations Unies ou des institutions spécialisées, non parties à la présente Convention, qui ont un intérêt substantiel dans le commerce international des céréales.

4. Le présent article ne porte atteinte en aucune façon à la complète liberté d'action dont jouit tout membre dans l'élaboration et l'application de sa politique intérieure en matière d'agriculture et de prix.

ARTICLE 9

Directives concernant les transactions à des conditions de faveur

1. Les membres s'engagent à effectuer toutes transactions à des conditions de faveur portant sur le blé de manière à éviter tout préjudice à la structure normale de la production et du commerce international.

2. A cette fin, les membres prendront les mesures qui s'imposent pour faire en sorte que les transactions à des conditions de faveur s'ajoutent aux ventes commerciales raisonnablement prévisibles en l'absence de telles transactions. De telles mesures devront être conformes aux Principes et directives recommandés en matière d'écoulement des excédents par la FAO et pourront disposer qu'un niveau déterminé d'importations commerciales de blé, convenu avec le pays bénéficiaire, sera maintenu sur une base globale par ce pays. En formulant ou en ajustant ce niveau, il conviendra de tenir pleinement compte du volume des importations commerciales au cours d'une période représentative, ainsi que de la situation économique du pays bénéficiaire, notamment de la situation de sa balance des paiements.

3. Les membres, lorsqu'ils effectuent des opérations d'exportation à des conditions de faveur, doivent entrer en consultation avec les membres exportateurs dont les ventes commerciales pourraient être touchées par de telles transactions, autant que possible avant de conclure les arrangements nécessaires avec les pays bénéficiaires.

4. Le Comité exécutif saisira le Conseil d'un rapport annuel sur les faits nouveaux en matière de transactions de blé à des conditions de faveur.

DEUXIEME PARTIE - ADMINISTRATION

ARTICLE 10

Constitution du Conseil

1. Le Conseil international du blé, constitué en vertu de l'Accord international sur le blé de 1949, continue à exister aux fins de l'application de la présente Convention avec la composition, les pouvoirs et les fonctions prévus par ladite Convention.

2. Tout membre exportateur ou importateur est membre votant du Conseil et peut être représenté aux réunions par un délégué, des suppléants et des conseillers.

3. Toute organisation intergouvernementale que le Conseil aura décidé d'inviter à une ou plusieurs de ses réunions pourra déléguer un représentant qui assistera à ces réunions sans droit de vote.

4. Le Conseil élit un président et un vice-président qui restent en fonctions pendant une année agricole. Le Président ne jouit pas du droit de vote et le Vice-Président ne jouit pas du droit de vote lorsqu'il fait fonction de président.

ARTICLE 11

Pouvoirs et fonctions du Conseil

1. Le Conseil établit son règlement intérieur.

2. Le Conseil tient les registres prévus par les dispositions de la présente Convention et peut tenir tous autres registres qu'il juge souhaitables.

3. Le Conseil publie un rapport annuel. Il peut aussi publier toute autre information (et notamment, en totalité ou en partie, son étude annuelle ou un résumé de cette étude) sur des questions relevant de la présente Convention.

4. Outre les pouvoirs et fonctions spécifiés dans la présente Convention, le Conseil jouit des autres pouvoirs et exerce les autres fonctions nécessaires pour assurer l'application de la présente Convention.

5. Le Conseil peut, à la majorité des deux tiers des voix exprimées par les membres exportateurs et des deux tiers des voix exprimées par les membres importateurs, déléguer à l'un quelconque de ses comités ou au Secrétaire exécutif l'exercice de pouvoirs ou fonctions autres que les pouvoirs et fonctions relatifs au budget et à la fixation des cotisations, énoncés aux paragraphes 2 et 3 de l'article 19. Le Conseil peut à tout moment rappeler cette délégation de pouvoirs à la majorité des voix exprimées. Toute décision prise en vertu de tous pouvoirs ou fonctions délégués par le Conseil, conformément aux dispositions du présent paragraphe, est sujette à revision de la part du Conseil, à la demande de tout membre exportateur ou de tout membre importateur, dans les délais que le Conseil prescrit. Toute décision au sujet de laquelle il n'est pas présenté de demande de réexamen dans les délais prescrits lie tous les membres.

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6. Afin de pouvoir s'acquitter de ses fonctions en vertu de la présente Convention, le Conseil peut demander les statistiques et les renseignements dont il a besoin, et les membres s'engagent à les lui fournir.

ARTICLE 12

Voix

1. Les membres exportateurs détiennent ensemble 1 000 voix et les membres importateurs détiennent ensemble 1 000 voix.

2. Chacune des délégations de membres exportateurs siégeant au Conseil détient les voix indiquées à l'annexe A.

3. Chacune des délégations de membres importateurs siégeant au Conseil détient lex voix indiquées à l'annexe B.

4. Tout membre exportateur peut autoriser un autre membre exportateur, et tout membre importateur peut autoriser un autre membre importateur, à représenter ses intérêts et à exercer son droit de vote à une ou plusieurs réunions du Conseil. Une preuve suffisante de cette autorisation est présentée au Conseil.

5. Si, à la date d'une réunion du Conseil, un membre exportateur ou un membre importateur n'est pas représenté par un délégué accrédité et n'a pas habilité un autre membre à exercer son droit de vote conformément au paragraphe 4 du présent article, ou si, à la date d'une réunion, un membre est déchu de son droit de vote, a perdu son droit de vote ou l'a recouvré, en vertu d'une disposition de la présente Convention, le total des voix que peuvent exprimer les membres exportateurs est ajusté à un chiffre égal à celui du total des voix que peuvent exprimer, à cette réunion, les membres importateurs et est redistribué entre les membres exportateurs en proportion des voix qu'ils détiennent.

6. Toutes les fois qu'un pays devient partie à la présente Convention ou qu'un membre cesse de l'être, le Conseil redistribue les voix attribuées soit à l'annexe A, soit à l'annexe B, selon le cas, proportionnellement au nombre de voix détenues par chacun des pays énumérés dans ladite annexe.

7. Tout membre exportateur ou tout membre importateur dispose d'au moins une voix; il n'y a pas de fraction de voix.

ARTICLE 13

Siège, sessions et quorum

1. Le siège du Conseil est Londres, sauf décision contraire du Conseil.

2. Le Conseil se réunit au cours de chaque année agricole au moins une fois par semestre et à tous autres moments sur décision du Président ou comme l'exigent les dispositions de la présente Convention.

3. Le Président convoque une session du Conseil si la demande lui en est faite: a) par cinq membres, ou b) par un ou plusieurs membres détenant au total au moins dix pour cent de l'ensemble des voix, ou c) par le Comité exécutif.

4. A toute réunion du Conseil, la présence de délégués possédant, avant tout ajustement du nombre dex voix en vertu de l'article 12, la majorité des voix détenues par les membres exportateurs et la majorité des voix détenues par les membres importateurs est nécessaire pour constituer le quorum.

ARTICLE 14

Décisions

1. Sauf disposition contraire de la présente Convention, les décisions du Conseil sont prises à la majorité des voix exprimées par les membres exportateurs et à la majorité des voix exprimées par les membres importateurs, comptées séparément.

2 Tout membre s'engage à considérer comme ayant force obligatoire toutes les décisions prises par le Conseil en vertu des dispositions de la présente Convention.

ARTICLE 15

Comité exécutif

1. Le Conseil établit un Comité exécutif Ce Comité exécutif est composé de quatre membres exportateurs au plus, élus tous les ans par les membres exportateurs, et de huit membres importateurs au plus, élus tous les ans par les membres importateurs. Le Conseil nomme le président du Comité exécutif et peut nommer un vice-président.

2 Le Comité exécutif est responsable devant le Conseil et fonctionne sous la direction générale du Conseil. Il a les pouvoirs et fonctions qui lui sont expressément assignés par la présente Convention et tels autres pouvoirs et fonctions que le Conseil peut lui déléguer en vertu du paragraph 5 de l'article 11.

3. Les membres exportateurs siégeant au Comité exécutif ont le même nombre total de voix que les membres importateurs. Les voix des membres exportateurs siégeant au Comité exécutif sont réparties entre eux de la façon qu'ils décident, à condition qu'aucun de ces membres exportateurs ne détienne plus de quarante pour cent du total des voix de ces membres exportateurs. Les voix des membres importateurs siégeant au Comité exécutif sont réparties entre eux de la façon qu'ils décident, à condition qu'aucun de ces membres importateurs ne détienne plus de quarante pour cent du total des voix de ces membres importateurs.

4. Le Conseil fixe les règles de procédure de vote au sein du Comité exécutif et adopte les autres clauses qu'il juge utile d'insérer dans le règlement intérieur du Comité exécutif. Une décision du Comité exécutif doit être prise à la même majorité des voix que celle que la présente Convention prévoit pour le Conseil lorsque celui-ci prend une décision sur une question semblable.

5. Tout membre exportateur ou tout membre importateur qui n'est pas membre du Comité exécutif peut participer, sans droit de vote, à la discussion de toute question dont est saisi le Comité exécutif, chaque fois que celui-ci considère que les intérêts de ce membre sont en cause.

ARTICLE 16

Sous-Comité consultatif de la situation du marché

1. Le Comité exécutif établit un Sous-Comité consultatif de la situation du marché, composé de représentants techniques de cinq membres exportateurs au plus et de cinq membres importateurs au plus. Le Président du Sous-Comité consultatif est désigné par le Comité exécutif.

2. Le Sous-Comité consultatif examine en permanence la situation courante du marché, et il rend compte au Comité exécutif conformément aux dispositions de l'article 6. Le Sous-Comité consultatif, dans l'exercice de ses fonctions, tient compte de toutes représentations qui lui sont faites par tout membre exportateur ou importateur.

3. Tout membre qui ne fait pas partie du Sous-Comité consultatif peut participer à la discussion de toute question dont le Sous-Comité consultatif est saisi, chaque fois que ce dernier considère que les intérêts du membre en question sont directement en jeu.

4. Le Sous-Comité consultatif émet des avis conformément aux articles pertinents de la présente Convention, ainsi que sur toutes autres questions que le Conseil ou le Comité exécutif peut lui renvoyer, y compris celles que le Conseil peut lui soumettre aux termes de l'article 21 de la présente Convention.

ARTICLE 17

Secrétariat

1. Le Conseil dispose d'un secrétariat composé d'un secrétaire exécutif, qui est son plus haut fonctionnaire, et du personnel nécessaire aux travaux du Conseil et de ses comités.

2. Le Conseil nomme le secrétaire exécutif, qui est responsable de l'accomplissement des tâches dévolues au secrétariat pour l'administration de la présente Convention et de telles autres tâches qui lui sont assignées par le Conseil et ses comités.

3. Le personnel est nommé par le secrétaire exécutif conformément aux règles établies par le Conseil.

4. Il est imposé comme condition d'emploi au secrétaire exécutif et au personnel de ne pas détenir d'intérêt financier ou de renoncer à tout intérêt financier dans le commerce du blé, et de ne solliciter ni recevoir d'un gouvernement ou d'une autorité extérieure au Conseil des instructions relatives aux fonctions qu'ils exercent aux termes de la présente Convention.

ARTICLE 18

Privilèges et immunités

1. Le Conseil a la personnalité juridique. Il peut en particulier conclure des contrats, acquérir et céder des biens meubles et immeubles et ester en justice.

2. Le statut, les privilèges et les immunités du Conseil sur le territoire du Royaume-Uni continuent d'être régis par l'Accord relatif au Siège conclu entre le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord et le Conseil international du blé, et signé à Londres le 28 novembre 1968.

3. L'accord mentionné au paragraphe 2 du présent article sera indépendant de la présente Convention. Il prendra cependant fin:

a) si un accord est conclu entre le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord et le Conseil,

b) dans le cas où le siège du Conseil n'est plus situé dans le Royaume-Uni, ou

c) dans le cas où le Conseil cesse d'exister.

4. Si le siège du Conseil n'est plus situé dans le Royaume-Uni, le gouvernement du membre où est situé le siège du Conseil conclut avec le Conseil un accord international relatif au statut, aux privilèges et aux immunités du Conseil, de son secrétaire exécutif, de son personnel et des représentants des membres qui participeront aux réunions convoquées par le Conseil.

ARTICLE 19

Dispositions financières

1. Les dépenses des délégations au Conseil et des représentants à ses comités et sous-comités sont à la charge des gouvernements représentés. Les autres dépenses qu'entraîne l'application de la présente Convention sont couvertes par voie de cotisations annuelles des membres exportateurs et des membres importateurs.

La cotisation de chacun de ces membres pour chaque année agricole est fixée en proportion du nombre de voix qu'il détient par rapport au total des voix détenues par les membres exportateurs et les membres importateurs au début de ladite année agricole.

2. Au cours de la première session qui suit l'entrée en vigueur de la présente Convention, le Conseil vote son budget pour la période se terminant le 30 juin 1972 et fixe la cotisation de chaque membre exportateur et de chaque membre importateur.

3. Le Conseil, lors d'une des sessions qu'il tient au cours du deuxième semestre de chaque année agricole, vote son budget pour l'année agricole suivante et fixe la cotisation de chaque membre exportateur et de chaque membre importateur pour ladite année agricole.

4. La cotisation initiale de tout membre exportateur et de tout membre importateur qui adhère à la présente Convention conformément aux dispositions du paragraphe 2 de l'article 25 est fixée par le Conseil sur la base du nombre de voix qui lui seront attribuées et de la période restant à courir dans l'année agricole; toutefois, les cotisations fixées par les autres membres exportateurs et pour les autres membres importateurs au titre de l'année agricole en cours ne sont pas modifiées.

5. Les cotisations sont exigibles dès leur fixation. Tout membre exportateur ou tout membre importateur qui omet de régler le montant de sa cotisation dans l'année qui en suit la fixation perd son droit de vote jusqu'à ce qu'il se soit acquitté de ladite cotisation, mais il n'est pas relevé des obligations que lui impose la présente Convention ni privé des autres droits que cette dernière lui confère, à moins que le Conseil n'en décide ainsi.

6. Le Conseil publie, au cours de chaque année agricole, un état vérifié des recettes encaissées et des dépenses engagées au cours de l'année agricole précédente.

7. Le Conseil prend, avant sa dissolution, toutes dispositions en vue du règlement de son passif et de l'affectation de son actif et de ses archives.

ARTICLE 20

Coopération avec les autres organisations intergouvernementales

1. Le Conseil prend toutes dispositions appropriées pour procéder à des consultations ou collaborer avec l'Organisation des Nations Unies et ses organes, en particulier la CNUCED, et avec la FAO, ainsi qu'avec, le cas échéant, d'autres institutions spécialisées des Nations Unies et organisations intergouvernementales.

2. Le Conseil, eu égard au rôle particulier dévolu à la CNUCED dans le commerce international des produits de base, la tiendra, selon qu'il convient, au courant de ses activités et de ses programmes de travail.

3. Si le Conseil constate qu'une disposition quelconque de la présente Convention présente une incompatibilité de fond avec telles obligations que l'Organisation des Nations Unies, ses organes compétents et ses institutions spécialisées peuvent établir en matière d'accords intergouvernementaux sur les produits de base, cette incompatibilité est réputée nuire au bon fonctionnement de la présente Convention et la procédure prescrite aux paragraphes 2, 3 et 4 de l'article 27 est appliquée.

ARTICLE 21

Prix et droits et obligations s'y rapportant

Afin d'assurer l'approvisionnement en blé et farine de blé des membres importateurs, ainsi que des débouchés pour le blé et la farine de blé des membres exportateurs à des prix équitables et stables, le Conseil examine en temps opportun les questions de prix, ainsi que les droits et obligations s'y rapportant. Lorsqu'il apparaît que ces questions sont susceptibles de négociations fructueuses en vue d'une mise en application pendant la durée de la présente Convention, le Conseil prie le Secrétaire général de la CNUCED de convoquer une conférence de négociation.

ARTICLE 22

Signature

La présente Convention sera ouverte, à Washington, du 29 mars 1971 au 3 mai 1971 inclus, à la signature des gouvernements des pays parties à la Convention relative au commerce du blé de 1967 et des gouvernements représentés à la Conférence des Nations Unies sur le blé, 1971.

ARTICLE 23

Ratification, acceptation, approbation

La présente Convention est soumise à la ratification, à l'acceptation ou à l'approbation de chacun des gouvernements signataires conformément à ses procédures constitutionnelles. Les instruments de ratification, d'acceptation ou d'approbation seront déposés auprès du Gouvernement des Etats-Unis d'Amérique au plus tard le 17 juin 1971, étant entendu toutefois que le Conseil peut accorder une ou plusieurs prolongations de délai à tout gouvernement signataire qui n'aura pas déposé son instrument de ratification, d'acceptation ou d'approbation à cette date.

ARTICLE 24

Application provisoire

Tout gouvernement signataire peut déposer auprès du Gouvernement des Etats-Unis d'Amérique une déclaration d'application provisoire de la présente Convention. Tout autre gouvernement remplissant les conditions nécessaires pour signer la présente Convention ou dont la demande d'adhésion est approuvée par le Conseil peut aussi déposer auprès du Gouvernement des Etats-Unis d'Amérique une déclaration d'application provisoire. Tout gouvernement déposant une telle déclaration applique provisoirement la présente Convention et il est considéré provisoirement comme y étant partie.

ARTICLE 25

Adhésion

1. Tout gouvernement représenté à la Conférence des Nations Unies sur le blé, 1971, ou le gouvernement de tout pays partie à la Convention relative au commerce du blé de 1967 peut, jusqu'au 17 juin 1971 inclus, adhérer à la présente Convention, étant entendu que le Conseil peut accorder une ou plusieurs prolongations de délai à tout gouvernement qui n'aura pas déposé son instrument à cette date.

2. Après le 17 juin 1971, tout gouvernement invité à la Conférence des Nations Unies sur le blé, 1971, pourra adhérer à la présente Convention aux conditions que le Conseil jugera appropriées à la majorité des deux tiers des votes émis par les membres exportateurs et des deux tiers des votes émis par les membres importateurs.

3. L'adhésion a lieu par le dépôt d'un instrument d'adhésion auprès du Gouvernement des Etats-Unis d'Amérique.

4. Lorsqu'il est fait mention, aux fins de l'application de la présente Convention, des membres nommés aux annexes A ou B, tout membre dont le gouvernement a adhéré à la présente Convention dans les conditions prescrites par le Conseil conformément au présent article sera réputé nommé dans l'annexe appropriée.

ARTICLE 26

Entrée en vigueur

1. La présente Convention entrera en vigueur, entre les gouvernements qui auront déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, dans les conditions suivantes:

a) le 18 juin 1971 pour toutes les dispositions autres que les articles 3 à 9 compris et 21, et

b) le 1er juillet 1971 pour les articles 3 à 9 compris et 21,

pourvu que ces instruments de ratification, d'acceptation, d'approbation ou d'adhésion ou des déclarations d'application provisoire aient été déposés au plus tard le 17 juin 1971 au nom de gouvernements représentant des membres exportateurs qui détiennent au moins soixante pour cent des voix dénombrées dans l'annexe A et représentant des membres importateurs qui détiennent au moins cinquante pour cent des voix dénombrées dans l'annexe B.

2. La présente Convention entre en vigueur, pour tout gouvernement qui dépose un instrument de ratification, d'acceptation, d'approbation ou d'adhésion après le 18 juin 1971 conformément aux dispositions pertinentes de la présente

Convention, à la date dudit dépôt, étant entendu qu'aucune des parties de ladite Convention n'entrera en vigueur pour ce gouvernement avant qu'elle n'entre en vigueur pour d'autres gouvernements en vertu des paragraphes 1 ou 3 du présent article.

3. Si la présente Convention n'entre pas en vigueur conformément aux dispositions du paragraphe 1 du présent article, les gouvernements qui auront déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, ou des déclarations d'application provisoire pourront décider d'un commun accord qu'elle entrera en vigueur entre les gouvernements qui auront déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion.

ARTICLE 27

Durée, amendement et retrait

1. La présente Convention restera en vigueur jusqu'au 30 juin 1974 inclus. Toutefois, si un nouvel accord relatif au blé est négocié ainsi qu'il est envisagé à l'article 21 et si un tel accord entre en vigueur avant le 30 juin 1974, la présente Convention ne demeurera en vigueur que jusqu'à la date d'entrée en vigueur du nouvel accord.

2. Le Conseil peut recommander aux membres un amendement à la présente Convention.

3. Le Conseil peut fixer le délai dans lequel tout membre notifie au Gouvernement des Etats-Unis d'Amérique son acceptation ou son rejet de l'amendment. L'amendement prend effect dès son acceptation par les membres exportateurs détenant les deux tiers des voix des membres exportateurs et par les membres importateurs détenant les deux tiers des voix des membres importateurs.

4. Tout membre qui n'a pas notifié au Gouvernement des Etats-Unis d'Amérique son acceptation d'un amendement à la date à laquelle celui-ci prend effet peut, après avoir donné par écrit au Gouvernement des Etats-Unis d'Amérique l'avis de retrait que le Conseil peut exiger dans chaque cas, se retirer de la présente Convention à la fin de l'année agricole en cours, mais il n'est de ce fait relevé d'aucune des obligations résultant de la présente Convention et non exécutées avant la fin de ladite année agricole. Tout pays qui se retire ainsi n'est pas lié par les dispositions de l'amendement qui a provoqué son retrait. Si un membre prouve au Conseil, lors de la première réunion que celui-ci tient après la date d'entrée en vigueur de l'amendement, qu'il lui était impossible d'accepter l'amendement en temps voulu par suite de difficultés d'ordre constitutionnel ou institutionnel et déclare son intention d'appliquer l'amendement à titre provisoire en attendant l'acceptation de cet amendement, le Conseil peut décider de prolonger pour ledit membre le délai d'acceptation jusqu'à ce que ces difficultés aient été surmontées.

5. Tout membre qui considère que ses intérêts sont gravement atteints du fait du fonctionnement de la présente Convention peut saisir le Conseil, qui étudie la question dans les trente jours. Si le membre intéressé estime que, malgré l'intervention du Conseil, ses intérêts continuent d'être gravement atteints, il peut se retirer de la présente Convention à la fin de toute année agricole en notifiant son retrait par écrit au Gouvernement des Etats-Unis d'Amérique quatre-vingt-dix jours au moins avant la fin de ladite année agricole, mais il n'est de ce fait relevé d'aucune des obligations résultant de la présente Convention et non exécutées avant la fin de ladite année agricole.

6. Tout membre qui devient Etat membre de la Communauté pendant la période d'application de la présente Convention doit en informer le Conseil, qui examine la question dans les trente jours afin de négocier, en accord avec le membre intéressé et la Communauté, l'ajustement qu'il convient d'apporter à leurs droits et obligations respectifs découlant de la présente Convention. Le Conseil est habilité, en pareilles circonstances, à recommander un amendement conformément aux dispositions du paragraphe 2 du présent article.

ARTICLE 28

Application territoriale

1. Tout gouvernement peut, au moment où il signe ou ratifie, accepte, approuve, applique provisoirement la présente Convention ou y adhère, déclarer que ses droits et ses obligations en vertu de la présente Convention ne s'appliquent pas à un ou à plusieurs des territoires dont il assure les relations internationales.

2. A l'exception des territoires au sujet desquels une déclaration a été faite conformément aux dispositions du paragraphe 1 du présent article, les droits et les obligations que tout gouvernement assume en vertu de la présente Convention s'appliquent à tous les territoires dont ce gouvernement assure les relations internationales.

3. Tout membre peut, à tout moment après sa ratification, son acceptation, son approbation ou son application provisoire de la présente Convention ou son adhésion, déclarer par notification adressée au Gouvernement des Etats-Unis d'Amérique que les droits et les obligations qu'il a assumés aux termes de la présente Convention s'appliquent à un ou à plusieurs des territoires au

sujet desquels il a fait une déclaration conformément aux dispositions du paragraphe 1 du présent article.

4. Tout membre peut, par notification adressée au Gouvernement des Etats-Unis d'Amérique, retirer de la présente Convention un ou plusieurs des territoires dont il assure les relations internationales.

5. Lorsqu'un territoire auquel la présente Convention est applicable en vertu des paragraphes 2 et 3 du présent article devient par la suite indépendant, le gouvernement de ce territoire peut, dans les quatre-vingt-dix jours qui suivent son accession à l'indépendance, déclarer par notification au Gouvernement des Etats-Unis d'Amérique qu'il a assumé les droits et obligations d'une partie à la présente Convention. Il devient partie à la présente Convention à compter de la date de cette notification.

6. Aux fins de la redistribution des voix conformément à l'article 12, toute modification apportée à l'application de la présente Convention en vertu du présent article est considérée comme une modification apportée à la participation à la présente Convention pour autant que les circonstances le requièrent.

ARTICLE 29

Notification par le gouvernement dépositaire

Le Gouvernement des Etats-Unis d'Amérique, en qualité de gouvernement dépositaire, notifiera à tous les gouvernements signataires et adhérents toute signature, ratification, acceptation, approbation, application provisoire de la présente Convention et toute adhésion, ainsi que toute notification et tout préavis reçus conformément aux dispositions de l'article 27 et toutes déclaration et notification reçues conformément aux dispositions de l'article 28.

ARTICLE 30

Copie certifiée conforme de la Convention

Le plus tôt possible après l'entrée en vigueur définitive de la présente Convention, le gouvernement dépositaire adressera une copie certifiée conforme de ladite Convention, en langues anglaise, espagnole, française et russe au Sécretaire général de l'Organisation des Nations Unies pour enregistrement conformément à l'Article 102 de la Charte des Nations Unies. Tout amendement à la présente Convention sera pareillement communiqué au Secrétaire général de l'Organisation des Nations Unies.

ARTICLE 31

Rapports entre le Préambule et la Convention

La présente Convention comprend le Préambule de l'Accord international sur le blé de 1971.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leur gouvernement, ont signé la présente Convention à la date qui figure en regard de leur signature.

Les textes de la présente Convention en langues anglaise, espagnole, française et russe font également foi. Les textes originaux seront déposés auprès du Gouvernement des Etats-Unis d'Amérique qui en adressera copie certifiée conforme à chaque gouvernement signataire ou adhérent, ainsi qu'au secrétaire exécutif du Conseil.

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ANNEXE A

Voix des membres exportateurs

Argentine	100
Australie	100
Bulgarie	5
Canada	280
Communauté économique européenne	100
Espagne	5
Etats-Unis d'Amérique	280
Grèce	5
Kenya	5
Mexique	5
Suède	10
Union des Républiques socialistes soviétiques	100
Uruguay	5
	1 000

ANNEXE B

Voix des membres importateurs

Afrique du Sud	10	Koweït	3
Algérie	14	Liban	9
Arabie saoudite	10	Libye	5
Autriche	1	Malte	2
Barbade	1	Maroc	10
Bolivie	5	Maurice	2
Brésil	71	Nigéria	7
Ceylan	17	Norvège	14
Chine	19	Pakistan	16
Colombie	8	Panama	2
Communauté économique européenne	152	Royaume des Pays-Bas 1/	1
Costa Rica	3	Pérou	25
Cuba	2	Portugal	18
Danemark	1	République arabe unie	65
El Salvador	2	République de Corée	16
Equateur	3	République Dominicaine	1
Finlande	2	Royaume-Uni	183
Guatemala	3	Suisse	16
Inde	34	Syrie	5
Indonésie	7	Trinité-et-Tobago	4
Iran	2	Tunisie	5
Irlande	7	Turquie	4
Israël	5	Vatican (Cité du)	1
Japon	178	Venezuela	29
			1 000

1/ En ce qui concerne les intérêts des Antilles néerlandaises et du Surinam.

МЕЖДУНАРОДНОЕ СОГЛАШЕНИЕ ПО ПШЕНИЦЕ 1971 ГОДА

ПРЕАМБУЛА

Конференция Организации Объединенных Наций по пшенице 1971 года,

принимая во внимание, что Международное соглашение по пшенице от 1949 года было пересмотрено, обновлено или расширено в 1953, 1956, 1959, 1962, 1965, 1966 и 1967 гг.,

принимая во внимание, что срок действия положения Международного соглашения по зерновым 1967 года, состоящего из Конвенции по торговле пшеницей, с одной стороны, и Конвенции по оказанию продовольственной помощи, с другой стороны, истекает 30 июня 1971 г. и что желательно заключить Соглашение на новый период,

приняла решение, что Международное соглашение по пшенице 1971 года будет состоять из двух юридических актов:

a) Конвенции по торговле пшеницей 1971 года и

b) Конвенции по оказанию продовольственной помощи 1971 года

и что один из них - Конвенция по торговле пшеницей 1971 года - или оба - Конвенция по торговле пшеницей 1971 года и Конвенция по оказанию продовольственной помощи 1971 года, - в зависимости от необходимости, должны быть представлены для подписания, ратификации, принятия или одобрения, в соответствии с их конституционными процедурами, правительствами, участвующими в Конференции Организации Объединенных Наций по пшенице 1971 года, и правительствами государств, являющихся сторонами Конвенции по торговле пшеницей и Международного соглашения по зерновым 1967 года.

КОНВЕНЦИЯ ПО ТОРГОВЛЕ ПШЕНИЦЕЙ 1971 ГОДА

ЧАСТЬ I - ОБЩИЕ ПОЛОЖЕНИЯ

Статья I

Цели

Целями настоящей Конвенции являются:

a) содействовать международному сотрудничеству в разрешении проблем мирового рынка пшеницы, учитывая влияние, которое оказывает торговля пшеницей на стабильность рынков других сельскохозяйственных товаров;

b) способствовать расширению международной торговли пшеничной мукой и обеспечивать наиболее свободное развитие такой торговли в интересах как экспортирующих, так и импортирующих участников Конвенции и содействовать таким образом развитию стран, экономика которых зависит от коммерческих продаж пшеницы;

c) по возможности, в полной мере способствовать стабилизации международного рынка пшеницы в интересах как импортирующих, так и экспортирующих участников Конвенции;

d) предусмотреть рамки в соответствии со статьей 21 настоящей Конвенции для ведения переговоров о положениях, касающихся цен на пшеницу и прав и обязанностей участников в отношении международной торговли пшеницей.

Статья 2

Определения

Для целей настоящей Конвенции:

1. a) "Совет" означает Международный совет по пшенице, созданный согласно Международному соглашению по пшенице 1949 года и сохраненный в соответствии со статьей 10;

b) "Участник" означает договаривающуюся сторону в данной Конвенции или территорию, или группу территорий, в отношении которых была представлена нотификация в соответствий с пунктом 3 статьи 28;

c) "Экспортер-участник" означает участника, поименованного в приложении А;

d) "Импортер-участник" означает участника, поименованного в приложении В;

e) "Территория" в отношении экспортера или импортера-участника включает любую территорию, на которую распространяются права и обязанности данного участника на основании статьи 28 данной Конвенции;

f) "Исполнительный комитет" означает Комитет, созданный согласно статье I5;

g) "Консультативный подкомитет по конъюнктуре рынка" означает Подкомитет, учрежденный в соответствии со статьей I6;

h) "Зерновые" означает пшеницу, рожь, ячмень, овес, кукурузу и сорго;

i) "Пшеница" включает пшеницу в зерне любого вида, класса, типа, сорта или качества, исключая, в зависимости от контекста, пшеничную муку;

j) "Сельскохозяйственный год" означает период с I июля по 30 июня;

k) "Бушель" в отношении пшеницы означает шестьдесят английских фунтов, или 27,2I55 килограмма;

l) "Метрическая тонна" или I 000 килограммов означает в отношении пшеницы 36,7437I бушелей;

m) i) "Закупка" означает закупку для импорта пшеницы, экспортируемой или предназначенной для экспорта экспортером-участником или экспортером, не являющимся участником, в зависимости от конкретного случая, или количество закупленной таким образом пшеницы, в зависимости от контекста;

ii) "Продажа" означает продажу для экспорта пшеницы, импортируемой или предназначенной для импорта импортером-участником или импортером, не являющимся участником, в зависимости от конкретного случая, или количество проданной таким образом пшеницы, в зависимости от контекста;

iii) В тех статьях настоящей Конвенции, где делается ссылка на продажу или закупку, следует понимать, что эти термины относятся не только к сделкам между заинтересованными правительствами, но и к сделкам между частными фирмами, а также между частной фирмой и заинтересованным правительством. В данном случае термин "правительство" означает правительство любой территории, на которую права и обязательства любого правительства, ратифицирующего, принимающего, одобряющего или присоединяющегося к настоящей Конвенции, распространяются согласно статье 28;

n) Любую ссылку в данной Конвенции на "правительство, представленное на Конференции Организации Объединенных Наций по пшенице 1971 года", следует понимать как включающую ссылку на Европейское экономическое

сообщество (именуемое впредь ЕЭС). Следовательно, любая ссылка в данной Конвенции на "подписание" или на "депонирование ратификационных грамот, а также актов о принятии и одобрении или "акта о присоединении", или на "декларацию о временном применении" правительством, следует применительно к ЕЭС понимать как включающее подписание или декларацию о временном применении от имени ЕЭС его компетентным органом и депонирование акта, который, согласно уставной процедуре ЕЭС, сдается на хранение при заключении международного соглашения.

2. Все пересчеты закупок пшеничной муки на эквиваленты зерна будут производиться на базе процента помола, указанного в контракте по договоренности между продавцом и покупателем. При отсутствии в контракте указания на такой эквивалент, если Совет не решит иначе, семьдесят две единицы веса пшеничной муки будут, для целей таких подсчетов, считаться равными ста единицам веса пшеницы в зерне.

Статья 3

Коммерческие закупки и специальные сделки

I) Коммерческой закупкой в контексте настоящей Конвенции является закупка, отвечающая данному в статье 2 определению и соответствующая обычной коммерческой практике в международной торговле, за исключением сделок, о которых речь идет в пункте 2 настоящей статьи.

2) Специальной сделкой в контексте настоящей Конвенции является такая сделка, которая включает особые условия, не соответствующие обычной коммерческой практике, в связи с

участием в заключении такой сделки правительства заинтересованной страны. К категории специальных сделок относятся следующие:

a) продажа на условиях кредита, при которой в результате участия правительства процентная ставка, срок платежа и другие условия не соответствуют коммерческим ставкам, срокам или условиям, существующим на мировом рынке;

b) продажа, при которой пшеница оплачивается за счет займа, предоставленного правительством экспортера-участника для закупки пшеницы;

c) продажа с оплатой в валюте импортера-участника, которая не обратима в валюту или товары для использования в экспортирующей стране;

d) продажа по торговым соглашениям, в которых предусматриваются особые условия платежа, включающие клиринговые расчеты с урегулированием кредитовых сальдо в двухстороннем порядке путем обмена товарами, за исключением тех случаев, когда заинтересованные экспортеры и импортеры-участники договариваются о том, что продажу следует считать коммерческой;

e) бартерные сделки:

i) которые заключаются при участии правительств и при которых пшеница предоставляется в обмен на другие товары по иным ценам, чем существующие на мировом рынке, или

ii) которые заключаются в рамках государственных программ закупок, за исключением тех случаев, когда закупка пшеницы является предметом бартерной сделки, при которой страна конечного назначения не указана в первоначальном бартерном договоре;

f) предоставление пшеницы в порядке дара или закупка пшеницы из средств, безвозмездно предоставленных с этой целью экспортером-участником;

g) любые другие определенные Советом категории сделок, включающие особые условия, не соответствующие обычной коммерческой практике, в связи с участием в заключении таких сделок правительства заинтересованной страны.

3. Если Исполнительный секретарь или какой-либо экспортер или импортер-участник ставит вопрос о том, является ли данная сделка коммерческой закупкой согласно определению пункта I настоящей статьи или специальной сделкой согласно определению пункта 2 настоящей статьи, решение выносится Советом.

Статья 4

Регистрация и сбор сведений

I) Совет регистрирует отдельно за каждый сельскохозяйственный год:

a) для целей осуществления настоящей Конвенции все коммерческие закупки, производимые одними участниками у других участников и у неучастников Конвенции, и весь импорт одних участников от других участников и от неучастников Конвенции на условиях, на которых заключаются специальные сделки; и

b) все коммерческие продажи, производимые участниками неучастникам Конвенции, и весь экспорт участников, направляемый неучастникам Конвенции на условиях, которые превращают их в специальные сделки.

2) Регистрация, указаная в предыдущем пункте, ведется таким образом, чтобы специальные сделки регистрировались отдельно от коммерческих сделок.

3) Для облегчения работы Консультативного подкомитета по конъюнктуре рынка в соответствии со статьей I6 Совет ведет регистрацию цен, существующих на мировом рынке на пшеницу и пшеничную муку, а также транспортных расходов.

4) Если пшеница какого-либо сорта поступает в страну конечного назначения после перепродажи, перевозки или перегрузки в портах страны, которая не является страной происхождения пшеницы, участники должны, в максимально возможной степени, представлять такую информацию, которая позволила бы произвести регистрацию закупки или сделки, о которых говорится в пунктах I и 2 настоящей статьи, как закупки или сделки между страной происхождения и страной конечного назначения. В случае перепродажи положение данного пункта будет применяться в тех случаях, когда пшеница исходит из страны происхождения в том же сельскохозяйственном году.

5) Совет может разрешить регистрацию закупок за какой-либо сельскохозяйственный год, если

a) требуемый для погрузки период времени является по решению Совета разумным и не превышает одного месяца до начала или после окончания сельскохозяйственного года; и

b) оба заинтересованных участника с этим согласны.

6) Для целей настоящей статьи:

a) участники направляют Исполнительному секретарю все сведения относительно количества пшеницы, являющиеся объектом коммерческих продаж и закупок и специальных сделок, каким могут потребоваться Совету в пределах его компетенции, включая:

i) в отношении специальных сделок такие подробности, касающиеся сделок, которые могут способствовать их классификации в соответствии со статьей 3;

ii) в отношении пшеницы - имеющиеся сведения относительно типа, класса, сорта и качества, а также соответствующих им количеств; и

iii) в отношении муки - имеющиеся сведения для определения качества муки и количества, соответствующих каждому отдельному качеству;

b) участники, экспортирующие на регулярной основе, а также такие другие участники, как это может решить Совет, направляют Исполнительному секретарю сведения относительно цен коммерческих сделок и, по возможности, специальных сделок с таким описанием и указанием класса, типа, сорта и качества пшеницы и пшеничной муки, какие могут потребоваться Совету;

c) Совет получает регулярно сведения относительно преобладающих в данное время транспортных расходов, и участники, по мере возможности, сообщают Совету дополнительную информацию, которая ему может потребоваться.

7) Совет должен разработать правила процедуры сбора сведений и ведения регистрации, о которых идет речь в настоящей статье. В этих правилах должны предусматриваться сроки и порядок представления сведений, а также обязанности участников в отношении представления таких сведений. В этих правилах Совет должен также предусмотреть порядок внесения изменений в любые записи или сведения, находящиеся в его ведении, а также порядок разрешения любых, возникающих в связи с этим споров. Если какой-либо участник неоднократно и необоснованно не направляет сведений, которые требуются согласно настоящей статье, Исполнительный комитет принимает меры к проведению консультаций с этим участником, чтобы исправить создавшееся положение.

Статья 5

Оценка спроса и предложения пшеницы

I) К I октября для стран Северного полушария и к I февраля для стран Южного полушария каждый импортер-участник сообщает Совету свою оценку своих коммерческих импортных потребностей в пшенице в данном сельскохозяйственном году. В дальнейшем любой импортер-участник может сообщить Совету обо всех изменениях, которые он сочтет нужным внести в свою оценку.

2) К I октября для стран Северного полушария и к I февраля для стран Южного полушария каждый экспортер-участник сообщает Совету свою оценку того количества пшеницы, которое он выделит для экспорта в данном сельскохозяйственном году. Любой экспортер-участник может в дальнейшем сообщить Совету обо всех изменениях, которые он сочтет нужным внести в свою оценку.

3) Все оценки, сообщаемые Совету, используются для целей осуществления настоящей Конвенции и могут предоставляться экспортерам и импортерам-участникам только на условиях, принятых Советом. Оценки, представленные в соответствии с настоящей статьей, ни в коей мере не являются обязывающими.

Статья 6

Консультации по вопросу о конъюнктуре рынка

I) Если Консультативный подкомитет по конъюнктуре рынка в ходе своего постоянного наблюдения за рынком в соответствии с пунктом 2 статьи I6 считает, что рынок утратил стабильность или есть опасность, что он утратит ее в ближайшее время, или если Исполнительный секретарь по своей инициативе или по просьбе любого экспортера или импортера-участника

обращает внимание Консультативного подкомитета на такое положение, то Консультативный подкомитет немедленно сообщает о данных фактах Исполнительному комитету. Консультативный подкомитет при информировании Исполнительного комитета уделяет особое внимание обстоятельствам, которые привели или неминуемо приведут к нестабильности рынка, включая колебания цен. Исполнительный комитет собирается в течение пяти рыночных дней для рассмотрения этого положения и вопроса о том, можно ли достичь взаимоприемлемых решений.

2) Исполнительный комитет, если он сочтет это нужным, ставит в известность председателя Совета, который может созвать сессию Совета для рассмотрения создавшегося положения.

Статья 7

Споры и претензии

1) Любые споры по вопросу о толковании или применении настоящей Конвенции, которые не были урегулированы путем переговоров, по просьбе любого участника, являющегося одной из сторон в споре, передаются на решение Совета.

2) Любой участник, который считает, что его интересам как стороне настоящей Конвенции был причинен серьезный ущерб действиями одного или нескольких участников и эти действия нарушают функционирование Конвенции, может передать вопрос на рассмотрение Совета. Совет в таком случае незамедлительно консультируется с заинтересованными участниками, с тем чтобы разрешить вопрос. Если в результате таких консультаций вопрос остается неразрешенным, то Совет вновь рассматривает вопрос и может вынести рекомендации участникам, имеющим к ним отношение.

Статья 8

Ежегодный обзор положения на мировом рынке пшеницы

I) a) Руководствуясь целями настоящей Конвенции, изложенными в статье I, Совет составляет ежегодные обзоры положения на мировом рынке пшеницы и информирует участников о влиянии указанных в обзоре факторов на международную торговлю пшеницей, с тем чтобы они могли иметь в виду это влияние при определении и проведении внутренней политики в области сельского хозяйства и политики цен.

b) Обзор составляется на основании получаемой информации о национальном производстве, запасах, потреблении, ценах и торговле, включая коммерческие и специальные сделки по пшенице.

c) Каждый участник может представить Совету сведения, относящиеся к ежегодному обзору положения на мировом рынке пшеницы и еще не полученные Советом, непосредственно или через соответствующие организации системы ООН, включая Конференцию Организации Объединенных Наций по торговле и развитию (ЮНКТАД) и Продовольственную и сельскохозяйственную организацию Объединенных Наций (ФАО).

2) При составлении ежегодного обзора Совет изучает средства, способствующие росту потребления пшеницы, и может в сотрудничестве с участниками проводить исследования по таких вопросам, как:

a) факторы, влияющие на потребление пшеницы в различных странах; и

b) средства, способствующие росту потребления, в

частности в тех странах, где выявлено, что такая возможность имеется.

3) В целях настоящей статьи Совет принимает во внимание проводимую в области зерновых работу ЮНКТАД и ФАО, а также другими межправительственными организациями, с тем чтобы избежать дублирования в работе, и может, не нанося ущерба общим положениям пункта I статьи 20, осуществлять желательное с его точки зрения сотрудничество в различных областях своей деятельности с этими межправительственными организациями, а также с правительствами государств членов Организации Объединенных Наций или специализированных учреждений, не являющихся сторонами настоящей Конвенции, но имеющих существенную заинтересованность в международной торговле зерновыми.

4) Ничто в настоящей статье не должно наносить ущерба полной свободе действий любого участника в определении и проведении его внутренней политики в обдасти селького хозяйства и цен.

Статья 9

Основные принципы
заключения сделок на льготных условиях

I) Участники обязуются заключать все сделки на льготных условиях по пшенице таким образом, чтобы не причинять при этом ущерба нормальной структуре производства и международной торговле.

2) С этой целью участники принимают соответствующие меры для обеспечения того, чтобы сделки на льготных условиях дополняли коммерческие продажи, которые могли бы обоснованно

ожидаться при отсутствии указанных сделок. Подобные меры должны соответствовать общим принципам, касающимся сбыта излишков, и основным направлениям, рекомендованным ФАО, и могут предусматривать требование, чтобы определенный объем коммерческого импорта пшеницы, согласованный со страной, получающей помощь, сохранялся на глобальной основе этой страной. При установлении или изменении этого объема необходимо полностью учитывать объем коммерческого импорта за представительный период и экономическое положение страны, получающей помощь, и, в частности, состояние ее платежного баланса.

3) Участники при заключении экспортных сделок на льготных условиях должны до осуществления подобных сделок проводить в максимально возможной степени консультации с экспортерами-участниками, на коммерческий експорт которых могут повлиять такие сделки.

4) Исполнительный комитет представляет ежегодный доклад Совету о состоянии торговли пшеницей по сделкам, заключенным на льготных условиях.

ЧАСТЬ II - АДМИНИСТРАТИВНЫЕ ПОЛОЖЕНИЯ

Статья IO

Учреждение Совета

I) Международный совет по пшенице, учрежденный на основании Международного соглашения по пшенице I949 года, продолжает действовать в целях проведения в жизнь настоящей Конвенции; при этом его состав, полномочия и обязанности определяются настоящей Конвенцией.

2) Каждый экспортер и импортер-участник является членом Совета с правом голоса и может быть представлен на его

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заседаниях одним представителем, заместителями и советниками.

3) Такие межправительственные организации, которые Совет может решить пригласить на любое из своих заседаний, могут каждая иметь на этих заседаниях по одному представителю без права голоса.

4) Совет избирает председателя и заместителя председателя сроком на один сельскохозяйственный год. Председатель не имеет права голоса, заместитель председателя также не имеет права голоса при исполнении обязанностей председателя.

Статья II

Полномочия и обязанности Совета

I) Совет устанавливает свои правила процедуры.

2) Совет ведет такую документацию, которая необходима по условиям настоящей Конвенции, а также любую другую документацию, которую он сочтет желательной.

3) Совет публикует ежегодные отчеты и может публиковать также любую другую информацию (включая, в частности, ежегодные обзоры, отдельные выдержки из них или резюме этих обзоров) по вопросам, входящим в круг ведения настоящей Конвенции.

4) В дополнение к полномочиям и обязанностям, определенным настоящей Конвенцией, Совет может иметь также другие полномочия и выполнять другие обязанности, которые необходимы для выполнения условий настоящей Конвенции.

5) Совет может большинством в две трети голосов экспортеров-участников и в две трети голосов импортеров-участников делегировать любому из своих комитетов или Исполнительному

секретарю полномочия или обязанности, за исключением тех, которые касаются бюджета и установления размеров взносов, о чем указывается в пунктах 2 и 3 статьи I9. Совет может в любое время большинством поданных голосов взять назад такие делегированные полномочия и обязанности. Любое решение, принятое на основании делегированных Советом полномочий или обязанностей в соответствии с настоящим пунктом, подлежит пересмотру Советом по просьбе любого экспортера или импортера-участника в сроки, установленные Советом. Любое решение, в отношении которого в установленные Советом сроки не поступило просьбы о пересмотре, является обязательным для всех участников.

6) Для того чтобы обеспечить Совету возможность выполнения его обязанностей по настоящей Конвенции, Совет может просить участников представить ему статистические данные и различную информацию, которые необходимы ему для этих целей.

Статья I2

Голоса

I) Экспортеры-участники будут иметь совместно I 000 голосов и импортеры-участники будут иметь совместно I 000 голосов.

2) Число голосов, которыми располагают в Совете соответствующие делегации экспортеров-участников, указано в приложении А.

3) Число голосов, которыми располагают в Совете соответствующие делегации импортеров-участников, указано в приложении В.

4) Любой экспортер-участник может уполномочить любого другого экспортера-участника и любой импортер-участник может уполномочить любого другого импортера-участника представлять

его интересы и осуществлять его право на голосование на одном или нескольких заседаниях Совета. Соответствующим образом оформленная передача полномочий должна быть представлена Совету.

5) Если на каком-либо заседании Совета экспортер или импортер-участник не представлен официальным представителем и не уполномочил другого участника осуществлять его право на голосование, в соответствии с пунктом 4 настоящей статьи и если к моменту какого-либо заседания какой-либо участник утратил право голоса, был лишен его или вновь его приобрел в соответствии с каким-либо положением настоящей Конвенции, то общее число голосов, которыми должны располагать экспортеры-участники, должно быть уравнено с общим числом голосов, которым будут фактически располагать на данном заседании импортеры-участники и перераспределено среди экспортеров-участников пропорционально их голосам.

6) Каждый раз, когда какая-либо страна становится стороной настоящей Конвенции или участник перестает быть ее стороной, Совет перераспределяет голоса в пределах перечней в приложении А или В, пропорционально числу голосов каждого участника, поименованного в соответствующем приложении.

7) Ни один экспортер или импортер-участник не будет иметь менее одного голоса и дробных голосов не будет.

Статья I3

Местопребывание, сессии и кворум

I) Местопребыванием Совета является Лондон, если Совет не примет иного решения.

2) Совет собирается по крайней мере один раз в каждой половине сельскохозяйственного года и в любое другое время по решению председателя или в связи с иным требованием в соответствии с настоящей Конвенцией.

3) Председатель созывает сессию Совета по просьбе: a) пяти участников или b) одного или нескольких участников, имеющих не менее 10% общего числа голосов, или c) Исполнительного Комитета.

4) Присутствие представителей, располагающих большинством голосов экспортеров-участников, и представителей, располагающих большинством голосов импортеров-участников, до перераспределения голосов в соответствии со статьей 12, является необходимым для обеспечения кворума на любом заседании Совета.

Статья 14

Решения

1) За исключением случаев, когда в настоящей Конвенции предусматривается иное, решения Совета принимаются большинством голосов экспортеров-участников и большинством голосов импортеров-участников, причем подсчет голосов производится раздельно.

2) Каждый участник признает для себя обязательными все решения Совета, принятые в соответствии с положениями настоящей Конвенции.

Статья 15

Исполнительный комитет

1) Совет учреждает Исполнительный комитет. В состав Исполнительного комитета входит не более четырех экспортеров-участников, ежегодно избираемых экспортерами-участниками, и

не более восьми импортеров-участников, ежегодно избираемых импортерами-участниками. Совет назначает председателя Исполнительного Комитета и может назначить заместителя председателя.

2) Исполнительный комитет ответствен перед Советом и проводит свою работу под его общим руководством. Он имеет такие полномочия и обязанности, которые четко определены для него в соответствии с настоящей Конвенцией, а также другие полномочия и обязанности, которые Совет может ему делегировать согласно пункту 5 статьи II.

3) Экспортеры-участники в Исполнительном комитете имеют общее число голосов, равное числу голосов импортеров-участников. Голоса экспортеров-участников в Исполнительном комитете распределяются по договоренности между собой, однако ни один экспортер-участник не должен иметь более 40% общего количества голосов экспортеров-участников. Голоса импортеров-участников в Исполнительном комитете распределяются по договоренности между собой, однако ни один импортер-участник не должен иметь более 40% общего количества голосов импортеров-участников.

4) Совет устанавливает правила процедуры в отношении голосования в Исполнительном комитете и может разработать другие положения в отношении правил процедуры в Исполнительном комитете, которые он сочтет необходимыми. Решения Исполнительного комитета принимаются большинством голосов, как это предусматривается настоящей Конвенцией в отношении Совета, когда он рассматривает аналогичные вопросы.

5) Любой экспортер или импортер-участник, который не является членом Исполнительного комитета, может без права голоса принимать участие в обсуждении любого вопроса, рассматриваемого Исполнительным комитетом, во всех тех случаях, когда Комитет считает, что затрагиваются интересы этого участника.

Статья I6

Консультативный подкомитет по конъюнктуре рынка

1) Исполнительный комитет учреждает Консультативный подкомитет по конъюнктуре рынка в составе технических представителей не более пяти экспортеров-участников и не более пяти импортеров-участников. Председатель Консультативного подкомитета назначается Исполнительным комитетом.

2) Консультативный подкомитет осуществляет постоянное наблюдение за текущей конъюнктурой рынка и представляет доклады Исполнительному комитету, как это предусмотрено в статье 6. Консультативный подкомитет при исполнении своих функций принимает во внимание любые заявления, сделанные любым экспортером или импортером-участником.

3) Любой участник, который не является членом Консультативного подкомитета, может участвовать в обсуждении любого вопроса, рассматриваемого Консультативным подкомитетом, когда последний считает, что интересы данного участника непосредственно затрнуты.

4) Консультативный подкомитет дает консультации согласно соответствующим статьям настоящей Конвенции, а также по любым другим вопросам, которые могут быть переданы ему Советом или Исполнительным комитетом, включая также вопросы, которые

Совет может направить ему соответствии со статьей 21 настоящей Конвенции.

Статья 17

Секретариат

1) Совет имеет секретариат, который состоит из Исполнительного секретаря, являющегося старшим должностным лицом, и такого штата сотрудников, который может потребоваться для работы Совета и его комитетов.

2) Совет назначает Исполнительного секретаря, который является ответственным за исполнение обязанностей, возложенных на секретариат по проведению в жизнь настоящей Конвенции, и за выполнение другой работы, которая поручается ему Советом или его комитетами.

3) Сотрудники секретариата назначаются Исполнительным секретарем в соответствии с правилами, установленными Советом.

4) Условием для назначения Исполнительного секретаря и сотрудников секретариата является отсутствие у них финансовой заинтересованности в области торговли пшеницей или, если такая заинтересованность имеется, отказ от нее, а также обязательство не спрашивать или не получать от какого бы то ни было правительства или от каких бы то ни было органов, не относящихся к Совету, инструкций относительно выполнения возложенных на них настоящей Конвенцией обязанностей.

Статья I8

Привелегии и иммунитеты

I) Совет является юридическим лицом. Он пользуется, в частности, правом заключать договоры, приобретать и распоряжаться движимым и недвижимым имуществом и быть истцом или ответчиком в суде.

2) Статус, привилегии и иммунитеты Совета на территории Соединенного Королевства будут и впредь определяться соглашением о штаб-квартире между правитебьством Соединенного Королевства Великобритании и Северной Ирландии и Международным советом по пшенице, подписанным в Лондоне 28 ноября I968 года.

3) Соглашение, о котором говорится в пункте 2 настоящей статьи, не является составной частью настоящей Конвенции. Его действие, однако, прекращается:

a) по соглашению между правительством Соединенного Королевства Великобритании и Северной Ирландии и Советом;

b) в случае перемещения Совета с территории Соединенного Королевства;

c) в случае прекращения деятельности Совета.

4) В случае перемещения Совета из Соединенного Королевства, правительство участника, где будет находится местопребывание Совета, заключает с Советом международное соглашение относительно статуса, привилегий и иммунитетов Совета, его Исполнительного секретаря и персонала, а также экспертов и представителей участников, принимающих участие в заседаниях, созываемых Советом.

Статья 19

Финансовые вопросы

1) Расходы делегаций, участвующих в работе Совета, а также представителей в его комитетах и подкомитетах покрываются их соответствующими правительствами. Прочие расходы по проведению в жизнь настоящей Конвенции покрываются путем ежегодных взносов экспортеров и импортеров-участников. Взнос каждого участника за каждый сельскохозяйственный год определяется пропорционально числу голосов экспортеров и импортеров-участников, которые эти участники имеют на начало соответствующего сельскохозяйственного года.

2) На своей первой сессии после вступления Конвенции в силу Совет утверждает свой бюджет на период до 30 июня 1972 года и устанавливает размеры взносов каждого экспортера и импортера-участника.

3) На сессии, проводимой во второй половине каждого сельскохозяйственного года, Совет утверждает свой бюджет на следующий сельскохозяйственный год и устанавливает размеры взносов каждого экспортера и импортера-участника на этот сельскохозяйственный год.

4) Первоначальный взнос любого экспортера или импортера-участника, присоединяющегося к настоящей Конвенции в соответствии с пунктом 2 статьи 25, устанавливается Советом на основании количества голосов, которыми этот участник будет располагать, и срока, остающегося до истечения текущего сельскохозяйственного года; причем взносы, установленные для других экспортеров и импортеров-участников на текущий сельскохозяйственный год, остаются без изменений.

5) Взносы подлежат уплате немедленно после их установления. Любой экспортер или импортер-участник, не сделавший своего взноса в течение одного года с момента его установления, теряет право голоса до уплаты им взноса, но не освобождается от обязательств по настоящей Конвенции и не лишается своих прав по Ковенции, если Совет не решит иначе.

6) Каждый сельскохозяйственный год Совет публикует заверенный отчет о поступлениях и расходах за истекший сельскохозяйственный год.

7) Перед прекращением своей деятельности Совет принимает надлежащие меры для урегулирования своих обязательств, а также своей документации и активов.

Статья 20

Сотрудничество с другими межправительственными организациями

1) Совет может принимать любые необходимые меры для организации консультаций или сотрудничества с Организацией Объединенных Наций и ее органами, в частности с ЮНКТАД и ФАО, а также с другими специализированными учреждениями Организации Объединенных Наций и межправительственными организациями, когда это будет сочтено целесообразным.

2) Учитывая особую роль ЮНКТАД в международной торговле сырьевыми товарами, Совет будет информировать ЮНКТАД о своей деятельности и программах работы таким образом, как он сочтет это подходящим.

3) Если Совет сочтет, что какие-либо условия настоящей Конвенции существенно не совместимы с требованиями, которые могут быть установлены Организацией Объединенных Наций или ее соответствующими органами и специализированными

учреждениями относительно межправительственных товарных соглашений, то такое несоответствие считается обстоятельством, мешающим осуществлению настоящей Конвенции, и в этом случае будет применена процедура, предусмотренная в пунктах 2, 3 и 4 статьи 27.

Статья 21

Цены и соответствующие права и обязательства

Для обеспечения поставок пшеницы и пшеничной муки импортерам-участникам и сбыта пшеницы и пшеничной муки экспортером-участником по справедливым и устойчивым ценам Совет рассматривает в надлежащее время вопрос о ценах и соответствующих правах и обязательствах. Когда будет сочтено, что эти вопросы могут быть предметом успешных переговоров с целью претворения их в жизнь в пределах срока действия данной Конвенции, Совет должен просить Генерального секретаря ЮНКТАД созвать конференцию по проведению переговоров.

Статья 22

Подписание Конвенции

Настоящая Конвенция будет открыта для подписания в Вашингтоне с 29 марта 1971 года по 3 мая 1971 года включительно правительствами стран, являющихся сторонами Конвенции о торговле пшеницей 1967 года, и правительствами, представленными на Конференции Организации Объединенных Наций по пшенице 1971 года.

Статья 23

Ратификация, принятие или одобрение

Настоящая Конвенция подлежит ратификации, принятию или одобрению каждым подписавшим правительством в

соответствии с его соответствующими конституционными процедурами Акты о ратификации, принятии или одобрении сдаются на хранение правительству Соединенных Штатов Америки не позднее 17 июня 1971 года, за исключением тех случаев, когда Совет может предоставить одну отсрочку или более любому подписавшему правительству, которое на указанную дату не сдало на хранение своих актов о ратификации, принятии или одобрении.

Статья 24

Временное применение

Любое подписавшее правительство может сдать на хранение правительству Соединенных Штатов Америки декларацию о временном применении настоящей Конвенции. Любое правительство, имеющее право подписать настоящую Конвенцию или чье заявление о присоединении одобрено Советом, может также сдать на хранение правительству Соединенных Штатов Америки декларацию о временном применении. Любое правительство, сдавшее на хранение такую декларацию, временно применяет настоящую Конвенцию и временно считается ее стороной

Статья 25

Присоединение

1) Любое правительство, представленное на Конференции Организации Объединенных Наций по пшенице 1971 года, или правительство любой страны, являющейся стороной Конвенции о торговле пшеницей 1967 года, может присоединиться к настоящей Конвенции до 17 июня 1971 года включительно, за исключением тех случаев, когда Совет может предоставить одну отсрочку или более любому правительству, которое на

указанную дату не сдало своих актов на хранение.

2) После 17 июня 1971 года правительство, приглашенное принять участие в Конференции Организации Объединенных Наций по пшенице 1971 года, может присоединиться к настоящей Конвенции на условиях, которые Совет сочтет целесообразными большинством в две трети голосов экспортеров-участников и большинством в две трети голосов импортеров-участников.

3) Присоединение осуществляется путем сдачи на хранение акта о присоединении правительству Соединенных Штатов Америки.

4) В тех случаях когда для целей проведения в жизнь настоящей Конвенции упоминаются участники, перечисленные в приложениях А или В, любой участник, правительство которого присоединилось к настоящей Конвенции на условиях, предусматриваемых Советом в соответствии с этой статьей, будет считаться поименованным в соответствующем приложении.

Статья 26

Вступление в силу

1) Настоящая Конвенция вступит в силу в отношении тех правительств, которые сдали на хранение акты о ратификации, принятии, одобрении или присоединении в следующем порядке:

a) 18 июня 1971 года в отношении всех положений, за исключением статьей 3-9 включительно и статьи 21, и

b) 1 июля 1971 года в отношении статьей 3-9 включительно и статьи 21;

если такие акты о ратификации, принятии, одобрении или присоединении или заявления о временном применении были сданы

на хранение не позднее 17 июня от имени правительств, представляющих экспортеров-участников, располагающих по крайней мере 60% голосов, указанных в приложении А, и представляющих импортеров-участников, располагающих по крайней мере 50% голосов, указанных в приложении В.

2) Настоящая Конвенция вступит в силу в отношении любого правительства, которое сдаст на хранение акт о ратификации, принятии, одобрении или присоединении после 18 июня 1971 года, согласно соответствующим положениям данной Конвенции с даты такой сдачи, за исключением того, что ни одна из ее частей не вступит в силу в отношении такого правительства до того, как эта часть не вступит в силу в отношении других правительств в соответствии с пунктами 1 или 3 настоящей статьи.

3) Если настоящая Конвенция не вступит в силу в соответствии с пунктом 1 данной статьи, правительства, которые сдали на хранение акты о ратификации, принятии, одобрении или присоединении или заявления о временном применении, могут по взаимной договоренности решить, что она вступит в силу в отношении тех правительств, которые сдали на хранение акты о ратификации, принятии, одобрении или присоединении.

Статья 27

Срок действия, изменение и выход

1) Настоящая Конвенция остается в силе до 30 июня 1974 года включительно. Однако, если ведутся переговоры относительно заключения нового соглашения по пшенице, как это предусматривается статьей 21, и если такое новое соглашение вступит в силу до 30 июня 1974 года, то настоящая Конвенция останется в силе лишь до даты вступления в силу нового соглашения.

2) Совет может рекомендовать участникам внести изменение в настоящую Конвенцию.

3) Совет может установить срок, в течение которого каждый участник должен сообщить правительству Соединенных Штатов Америки, принимает ли он изменение или нет. Изменение вступает в силу после его принятия экспортерами-участниками, располагающими двумя третями голосов экспортеров-участников, и импортерами- участниками, располагающими двумя третями голосов импортеров-участников.

4) Любой участник, не сообщивший правительству Соединенных Штатов Америки о своем принятии изменения до даты вступления изменения в силу, может выйти из настоящей Конвенции в конце сельскохозяйственного года после представления письменного уведомления правительству Соединенных Штатов Америки, которого в каждом отдельном случае может потребовать Совет, однако это не освобождает его от обязательств по настоящей Конвенции, которые не были выполнены к концу данного сельскохозяйственного года. Любой участник, выходящий из Конвенции, не связан положениями изменения, обусловившего его выход. Если участник докажет Совету на его первой сессии после даты вступления в силу изменения, что он не смог принять его в установленный срок вследствие затруднений конституционного или организационного порядка, и заявляет о своем намерении временно применять изменение в ожидании принятия этого изменения, Совет может продлить для данного участника срок, установленный для принятия изменения, до того времени, когда эти затруднения будут преодолены.

5) Если какой-либо участник считает, что в результате применения этой Конвенции его интересам наносится ущерб, он может заявить об этом Совету, и Совет в рамках 30 дней рассмотрит этот вопрос. Если заинтересованный участник считает, что, несмотря на принятые Советом меры, его интересам по-прежнему наносится ущерб, он может выйти из состава участников Конвенции в конце сельскохозяйственного года, направив по крайней мере за 90 дней до конца данного сельскохозяйственного года письменное уведомление о своем выходе правительству Соединенных Штатов Америки, однако этим он не освобождается от обязательств, вытекающих из настоящей Конвенции, которые не были выполнены к концу сельскохозяйственного года.

6) Любой участник, который становится государством-членом Европейского экономического сообщества в течение срока действия настоящей Конвенции, должен сообщить об этом Совету, и Совет в рамках 30 дней рассмотрит этот вопрос, с тем чтобы договориться с этим участником и с ЕЭС относительно надлежащего урегулирования их соответствующих прав и обязательств в связи с настоящей Конвенцией. В таких случаях Совет будет иметь право рекомендовать изменение на основании пункта 2 настоящей статьи.

Статья 28

Территориальное применение

I) Каждое правительство при подписании настоящей Конвенции или ее ратификации, принятии, одобрении, временном применении или присоединении к ней может заявить, что его права и обязательства по Конвенции не распространяются на одну или несколько территорий, за международные отношения которых оно является ответственным.

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2) За исключением территорий, в отношении которых сделано заявление в соответствии с пунктом I настоящей статьи, права и обязательства любого правительства по настоящей Конвенции распространяются на все территории, за международные отношения которых оно является ответственным.

3) Каждый участник может в любое время после ратификации, принятия, одобрения, временного применения или присоединения к настоящей Конвенции путем уведомления правительства Соединенных Штатов Америки заявить, что его права и обязательства по настоящей Конвенции распространяются на одну или несколько территорий, в отношении которых оно сделало заявление в соответствии с пунктом I настоящей стастьи.

4) Любой участник может, путем уведомления правительства Соединенных Штатов Америки о выходе, вывести из состава участников настоящей Конвенции одну или несколько территорий, за международные отношения которых оно является ответственным.

5) Когда территория, на которую распространяется действие Конвенции согласно пунктам 2 и 3 настоящей статьи, приобретает впоследствии независимость, правительство этой территории может в течение 90 дней после достижения независимости заявить в своем уведомлении правительству Соединенных Штатов Америки, что оно принимает на себя права и обязательства договаривающейся стороны настоящей Конвенции.

6) Для целей перераспределения голосов, согласно статье I2, любое изменение в применении настоящей Конвенции в соответствии с настоящей статьей рассматривается как изменение в составе участников настоящей Конвенции и осуществляется в порядке, соответствующем конкретной обстановке.

Статья 29

Нотификация правительства страны-депозитария

Правительство Соединенных Штатов Америки в качестве правительства страны-депозитария будет сообщать всем правительствам, подписавшим Конвенцию или присоединившимся к ней, о каждом подписании, ратификации, принятии, одобрении, временном применении и присоединении к настоящей Конвенции, а также о каждой нотификации и каждом уведомлении, полученном в соответствии со статьей 27, и о каждой декларации и нотификации, полученной в соответствии со статьей 28.

Статья 30

Заверенная копия Конвенции

В кратчайший срок после окончательного вступления в силу настоящей Конвенции правительство-депозитарий посылает заверенную копию текста настоящей Конвенции на английском, испанском, русском и французском языках Генеральному Секретарю Организации Объединенных Наций для регистрации в соответствии с положениями статьи 102 Устава Организации Объединенных Наций. В таком же порядке сообщаются все изменения к настоящей Конвенции.

Статья 31

Отношение преамбулы к Конвенции

Настоящая Конвенция включает преамбулу Международного соглашения по пшенице 1971 года.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, будучи надлежащим образом на то уполномочены своими соответствующими правительствами, подписали настоящую Конвенцию в даты, указанные против их подписей.

Тексты настоящей Конвенции на английском, испанском, русском и французском языках являются равно аутентичными, причем подлинники сдаются на хранение правительству Соединенных Штатов Америки, которое рассылает заверенные копии каждому подписавшемуся и каждому присоединившемуся правительству и Исполнительному секретарю Совета.

ПРИЛОЖЕНИЕ А

Голоса экспортеров-участников

Австралия	100
Аргентина	100
Болгария	5
Греция	5
Европейское экономическое сообщество	100
Испания	5
Канада	280
Кения	5
Мексика	5
Соединенные Штаты Америки	280
Союз Советских Социалистических Республик	100
Уругвай	5
Швеция	10
	1 000

ПРИЛОЖЕНИЕ В

Голоса импортеров-участников

Австрия	I	Либия	5
Алжир	I4	О. Маврикий	2
Барбадос	I	Мальта	2
Боливия	5	Марокко	I0
Бразилия	7I	Нигерия	7
Ватикан	I	Норвегия	I4
Венесуэла	29	Объединенная Арабская Республика	65
Гватемала	3	Пакистан	I6
Дания	I	Панама	2
Доминиканская Республика	I	Перу	25
Европейское экономическое сообщество	I52	Португалия	I8
Израиль	5	Сальвадор	2
Индия	34	Саудовская Аравия	I0
Индонезия	7	Сирийская Арабская Республика	5
Иран	2	Соединенное Королевство	I83
Ирландия	7	Тринидад и Тобаго	4
Китай	I9	Тунис	5
Колумбия	8	Турция	4
Корейская Республика	I6	Финляндия	2
Королевство Нидерландов I/	I	Цейлон	I7
Коста-Рика	3	Швейцария	I6
Куба	2	Эквадор	3
Кувейт	3	Южно-Африканская Республика	I0
Либан	9	Япония	I78
			I 000

I/ Относится к интересам Нидерландских Антильских островов и Суринама.

CONVENIO INTERNACIONAL DEL TRIGO, 1971

PREAMBULO

La Conferencia de las Naciones Unidas sobre el Trigo, 1971,

Considerando que el Convenio Internacional del Trigo de 1949 fue revisado, renovado o prorrogado en 1953, 1956, 1959, 1962, 1965, 1966 y 1967,

Considerando que las disposiciones del Acuerdo Internacional sobre los Cereales, 1967, que comprende por una parte el Convenio sobre el Comercio del Trigo y por otra el Convenio sobre la Ayuda Alimentaria, expira el 30 de junio de 1971 y que es conveniente celebrar un Convenio por un nuevo período,

Han convenido que el presente Convenio Internacional del Trigo, 1971 comprenda dos instrumentos jurídicos separados:

a) El Convenio sobre el Comercio del Trigo, 1971 y

b) El Convenio sobre la Ayuda Alimentaria, 1971

y que el Convenio sobre el Comercio del Trigo, 1971, o el Convenio sobre el Comercio del Trigo, 1971 y el Convenio sobre la Ayuda Alimentaria, 1971, en su caso, sean presentados para la firma, ratificación, aceptación o aprobación, de conformidad con los procedimientos constitucionales respectivos, a los gobiernos representados en la Conferencia de las Naciones Unidas sobre el Trigo, 1971 y a los gobiernos de los Estados parte en el Convenio sobre el Comercio del Trigo del Acuerdo Internacional sobre los Cereales, 1967.

CONVENIO SOBRE EL COMERCIO DEL TRIGO, 1971

PARTE I - DISPOSICIONES GENERALES

ARTICULO 1

Finalidades

Las finalidades de este Convenio son:

a) Favorecer la cooperación internacional en lo referente a los problemas mundiales del trigo, reconociendo la relación existente entre el comercio del trigo y la estabilidad económica de los mercados de otros productos agrícolas;

b) Fomentar el desarrollo del comercio internacional de trigo y de harina de trigo y lograr que este comercio sea lo más libre posible, en interés tanto de los miembros exportadores como de los miembros importadores, para contribuir así al desarrollo de los países cuya economía depende de la venta comercial del trigo;

c) Contribuir en todo lo posible a la estabilidad del mercado internacional del trigo en interés tanto de los miembros importadores como de los miembros exportadores, y

d) Servir de marco, conforme al artículo 21 del presente Convenio, para la negociación de estipulaciones relativas a los precios del trigo y a los derechos y obligaciones de los miembros en lo que respecta al comercio internacional del trigo.

ARTICULO 2

Definiciones

1) Para los fines de este Convenio:

a) Por "Consejo" se entiende el Consejo Internacional del Trigo creado por el Convenio Internacional del Trigo de 1949 y mantenido en funciones en virtud del artículo 10;

b) Por "miembro" se entiende una parte en el Convenio o un territorio o grupo de territorios con respecto a los cuales se haya hecho una notificación según el párrafo 3 del artículo 28;

c) Por "miembro exportador" se entiende un país enumerado en el Anexo A;

d) Por "miembro importador" se entiende un país enumerado en el Anexo B;

e) Por "territorio", en relación con un miembro exportador o un miembro importador, se entiende todo territorio al cual, de conformidad con lo dispuesto en el artículo 28, se apliquen los derechos y las obligaciones de ese miembro en virtud del presente Convenio;

f) Por "Comité Ejecutivo" se entiende el Comité creado en virtud del artículo 15;

g) Por "Subcomité Asesor sobre Condiciones del Mercado" se entiende el Subcomité establecido en virtud del artículo 16;

h) Por "cereales" se entiende trigo, centeno, cebada, avena, maíz y sorgo;

i) Por "trigo" se entiende el trigo en grano, cualesquiera que sean su especificación, clase, tipo, grado o calidad y, excepto cuando el contexto exija otra cosa, la harina de trigo;

j) Por "año agrícola" se entiende el período comprendido entre el 1º de julio y el 30 de junio;

k) Por "bushel" se entiende, en el caso del trigo, 60 libras avoirdupois o 27,2155 kilogramos;

l) Por "tonelada métrica", o sea 1.000 kilogramos, se entiende, en el caso del trigo, 36,74371 bushels;

m) i) por "compra" se entiende, conforme lo exija el contexto, la compra para la importación de trigo exportado o destinado a ser exportado por un miembro exportadoro por un miembro que no se exportador, según, el caso, o la cantidad de trigo así comprada;

ii) por "venta" se entiende, conforme lo exija el contexto, la venta para la exportación de trigo importado o destinado a ser importado por un miembro importador o por un miembro que no sea importador, según el caso, o la cantidad de trigo así vendida;

iii) cuando en el presente Convenio se haga referencia a una compra o una venta, se entenderá que se refiere no sólo a las compras o ventas concertadas entre gobiernos, sino también a las compras o ventas concertadas entre comerciantes particulares o entre un comerciante particular y el gobierno interesado. En esta definición se entenderá también por "gobierno" el de todo territorio al cual se apliquen, de conformidad con lo dispuesto en el artículo 28, los derechos y obligaciones correspondientes a todo gobierno que ratifique, acepte, apruebe o se adhiera al presente Convenio;

n) Toda referencia en el presente Convenio a un "gobierno representado en la Conferencia de las Nationes Unidas sobre el Trigo, 1971" se considerará aplicable a la Comunidad Económica Europea (en adelante CEE) Por consiguiente, se considerará que toda referencia en el presente Convenio a "firma", "depósito de instrumentos de ratificación, aceptación o aprobación", "instrumento de adhesión" o "declaración de aplicación provisional" por un gobierno, comprende, en el caso de la CEE, la firma o declaración de aplicación provisional en nombre de la CEE por su autoridad competente y el depósito del instrumento que, con arreglo a los procedimientos institucionales de la CEE, deba depositar para la conclusión de un convenio internacional.

2) Todos los cálculos sobre el equivalente en trigo de las compras de harina de trigo se basarán en el porcentaje de extracción indicado en el contrato entre el comprador y el vendedor Si no se indica dicho porcentaje, se considerará que, para los efectos de dichos cálculos, y a menos que el Consejo decida otra cosa, setenta y dos unidades de peso de harina de trigo equivalen a cien unidades de peso de trigo en grano.

ARTICULO 3

Compras comerciales y transacciones especiales

1) Para los fines del presente Convenio, "compra comercial" es una compra tal como se define en el artículo 2, efectuada conforme a las prácticas comerciales corrientes del comercio internacional, excluidas las transacciones a que se refiere el párrafo 2) del presente artículo.

2) Para los fines del presente Convenio, "transacción especial" es aquella que contiene características establecidas por el gobierno del miembro interesado que no concuerdan con las prácticas comerciales corrientes. Las transacciones especiales comprenden:

a) las ventas a crédito en las que, como resultado de la intervención oficial, el tipo de interés, el plazo de pago u otras condiciones conexas no concuerdan con los tipos, los plazos o las condiciones usuales para el comercio en el mercado mundial;

b) las ventas en que los fondos necesarios para la compra de trigo se obtienen del gobierno del miembro exportador mediante un préstamo ligado a la compra de trigo;

c) las ventas en moneda del miembro importador, que no sea transferible ni convertible en numerario o en mercancías de que se pueda disponer en el miembro exportador;

d) las ventas efectuadas según acuerdos comerciales con disposiciones especiales de pagos que comprendan la compensación bilateral de los saldos acreedores mediante intercambio de mercancías, a menos que el miembro exportador y el miembro importador interesados acuerden que la venta será considerada como comercial;

e) las operaciones de trueque:

i) resultantes de la intervención de los gobiernos, en las que se intercambia trigo a precios diferentes de los prevalecientes en el mercado mundial, o

ii) al amparo de un programa oficial de compras, salvo cuando la compra de trigo sea consecuencia de una operación de trueque en la que el país de destino final no esté mencionado en el contrato de trueque original;

f) los donativos de trigo o las compras de trigo realizadas con cargo a un donativo en numerario concedido específicamente con ese fin por el miembro exportador;

g) cualquier otra categoría de transacciones que el Consejo pueda establecer que contengan características introducidas por el gobierno de un miembro interesado y que no concuerden con las prácticas comerciales corrientes.

3) Cualquier cuestión planteada por el Secretario Ejecutivo o por un miembro exportador o importador sobre si una operación constituye una compra comercial, tal como se define en el párrafo 1) del presente artículo, o una transacción especial, tal como se define en el párrafo 2) del presente artículo, será decidida por el Consejo.

ARTICULO 4

Registro y notificaciones

1) El Consejo llevará registros separados para cada año agrícola:

a) a los efectos de la aplicación del presente Convenio, de todas las compras comerciales efectuadas por miembros a otros miembros y no miembros, y de todas las importaciones de miembros procedentes de otros miembros y no miembros en condiciones que las convierten en transacciones especiales, y

b) de todas las ventas comerciales efectuadas por miembros a no miembros, así como de todas las exportaciones de miembros a no miembros en condiciones que las convierten en transacciones especiales.

2) Los registros mencionados en el párrafo precedente se llevarán de modo que los registros de las transacciones especiales estén separados de los registros de las transacciones comerciales.

3) A fin de facilitar el funcionamiento del Subcomité Asesor sobre Condiciones del Mercado con arreglo al artículo 16, el Consejo llevará registros de los precios del mercado internacional de trigo y de harina de trigo, así como de los gastos de transporte.

4) Cuando se trate de trigo que llega al país de destino final, después de haber sido revendido en un país que no sea el de origen, o de haber pasado a través de él, o de haber sido transbordado en sus puertos, los miembros suministrarán, en la medida de lo posible, informaciones que permitan inscribir la compra o la transacción en los registros mencionados en los párrafos 1) y 2) del presente artículo, como compra o transacción efectuada entre el país de origen y el país de destino final. En caso de reventa, las disposiciones del presente párrafo se aplicarán únicamente si el trigo fue producido en el país de origen durante el mismo año agrícola.

5) El Consejo podrá autorizar que las compras se inscriban para un año agrícola:

a) si el embarque se efectúa dentro de un plazo razonable, que no exceda de un mes, que fijará el Consejo, antes que comience o después que termine dicho año agrícola, y

b) si así lo acuerdan los dos miembros interesados.

6) Para los fines del presente artículo:

a) Los miembros enviarán al Secretario Ejecutivo las informaciones que requiera el Consejo, de acuerdo con sus atribuciones, sobre las cantidades de trigo comprendidas en ventas y compras comerciales y transacciones especiales, incluyendo:

i) en lo que se refiere a las transacciones especiales, los detalles de dichas transacciones que permitan clasificarlas con arreglo al artículo 3;

ii) en lo que se refiere al trigo, las informaciones de que se disponga sobre el tipo, clase, grado y calidad y sobre las cantidades correspondientes;

iii) en lo que se refiere a la harina, las informaciones de que se disponga que permitan identificar la calidad de la harina y las cantidades de cada una de las diversas calidades;

b) Los miembros que efectúen exportaciones en forma regular, y los demás miembros que decida el Consejo, enviarán al Secretario Ejecutivo las informaciones relativas a los precios en transacciones comerciales y, de poder obtenerse, en transacciones especiales para las especificaciones, clases, tipos, grados y calidades de trigo y de harina de trigo que requiera el Consejo; y

c) El Consejo obtendrá regularmente informaciones sobre las tarifas de transporte aplicadas en el momento de que se trate, y los miembros comunicarán, en la medida de lo posible, las informaciones complementarias que requiera el Consejo.

7) El Consejo dictará un reglamento para las notificaciones y registros mencionados en el presente artículo. En dicho reglamento se determinará la frecuencia y el modo de las notificaciones, así como las obligaciones de los miembros a ese respecto. El Consejo dictará también disposiciones para la modificación de los registros o estados que lleve, incluso las necesarias para resolver cualquier controversia que se relacione con ellos. En el caso de que cualquier miembro, repetidamente y sin justificación, deje de efectuar las notificaciones estipuladas en el presente artículo, el Comité Ejecutivo celebrará consultas con dicho miembro con miras a remediar esa situación.

ARTICULO 5

Evaluación de las necesidades y disponibilidades de trigo

1) A más tardar el 1º de octubre, en el caso de los países del hemisferio septentrional, y el 1º de febrero, en el de los países del hemisferio meridional, cada miembro importador comunicará al Consejo la evaluación de las cantidades de trigo que necesitará importar en condiciones comerciales en ese año agrícola. Posteriormente, cada miembro importador podrá comunicar al Consejo las modificaciones que desee introducir en su evaluación.

2) A más tardar el 1º de octubre, en el caso de los países del hemisferio septentrional, y el 1º de febrero, en el de los países del hemisferio meridional, cada miembro exportador comunicará al Consejo la evaluación de las cantidades de trigo de que dispondrá para la exportación en dicho año agrícola. Posteriormente, cada miembro exportador podrá comunicar al Consejo las modificaciones que desee introducir en su evaluación.

3) Todas las evaluaciones comunicadas al Consejo se utilizarán para fines de la aplicación del presente Convenio y sólo podrán darse a conocer a los miembros exportadores y a los miembros importadores con arreglo a las condiciones que el Consejo pueda establecer. Las evaluaciones presentadas con arreglo a las disposiciones de este artículo no tendrán en modo alguna fuerza obligatoria.

ARTICULO 6

Consultas sobre condiciones del mercado

1) Si el Subcomité Asesor sobre Condiciones del Mercado, en el curso de su continuo examen del mercado conforme al párrafo 2) del artículo 16, opina que ha surgido o amenaza surgir inminentemente una situación de inestabilidad del mercado, o si el Secretario Ejecutivo pone tal situación en conocimiento del Subcomité Asesor por propia iniciativa o a petición de cualquier miembro exportador o importador, el Subcomité Asesor comunicará inmediatamente los hechos de que se trate al Comité Ejecutivo. Al informar al Comité Ejecutivo, el Subcomité Asesor prestará especial atención a aquellas circunstancias que hayan producido, o amenacen producir la situación de inestabilidad del mercado, incluyendo las fluctuaciones de precios. El Comité Ejecutivo se reunirá dentro de un plazo de cinco días de mercado para examinar la situación y considerar la posibilidad de llegar a soluciones mutuamente aceptables.

2) Si lo estima procedente, el Comité Ejecutivo informará al Presidente del Consejo, quien podrá convocar una reunión del Consejo para que examine la situación.

ARTICULO 7

Controversias y reclamaciones

1) Toda controversia relativa a la interpretación o la aplicación del presente Convenio, que no se resuelva por negociación, será sometida, a petición de cualquier miembro que sea parte en la controversia, al Consejo para que la resuelva.

2) Todo miembro que considere que sus intereses como parte en el presente Convenio han sido gravements perjudicados por medidas de uno o más países miembros que influyen en la ejecución del presente Convenio, podrá presentar la situación ante el Consejo. En este caso, el Consejo consultará inmediatamente a los miembros interesados para resolver la situación. Si la situación no queda resuelta como resultado de esas consultas, el Consejo estudiará detenidamente la situación y podrá hacer recomendaciones a los miembros interesados.

ARTICULO 8

Examen anual de la situación mundial del trigo

1) a) A fin de lograr las finalidades del presente Convenio, enunciadas en el artículo 1, el Consejo examinará anualmente la situación mundial del trigo e informará a los miembros acerca de las repercusiones que puedan tener en el comerio internacional del trigo los hechos que se deduzcan de dicho examen, a fin de que los mencionados miembros tengan presentes esas repercusiones al determinar y llevar a la práctica sus respectivas políticas internas agrícolas y de precios.

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b) El examen se basará en la información de que se disponga acerca de la producción nacional, las existencias, el consumo, los precios y el intercambio de trigo, incluyendo tanto las transacciones comerciales como las especiales.

c) Cada miembro podrá suministrar al Consejo datos útiles para el examen anual de la situación mundial del trigo, que no se hayan comunicado al Consejo en forma directa o por intermedio de la organización apropiada del sistema de las Naciones Unidas, incluidas la Conferencia de las Naciones Unidas sobre Comercio y Desarrollo (UNCTAD) y la Organización de las Naciones Unidas para la Agricultura y la Alimentación (FAO).

2) Al llevar a cabo el examen anual, el Consejo estudiará los medios que permitan incrementar el consumo de trigo y podrá emprender, en cooperación con los miembros, estudios sobre temas tales como:

a) los factores que afectan al consumo de trigo en diversos países, y

b) los medios para lograr un incremento del consumo, especialmente en los países donde se compruebe que existe la posibilidad de mayor consumo.

3) A los efectos del presente artículo, el Consejo tendrá en cuenta la labor en materia de cereales realizada por la UNCTAD y la FAO y otras organizaciones intergubernamentales, para evitar la duplicación de actividades, y podrá, sin perjuicio de lo estipulado en el párrafo 1) del artículo 20, adoptar disposiciones para obtener la colaboración en alguna de sus actividades de organizaciones intergubernamentales, así como del gobierno de

cualquier Estado Miembro de las Naciones Unidas o de los organismos especializados, que no sea parte en el presente Convenio y que tenga un interés primordial en el comercio internacional de cereales.

4) Ninguna de las disposiciones del presente artículo menoscabará la completa libertad de acción de los miembros para determinar y orientar sus respectivas políticas internas agrícolas y de precios.

ARTICULO 9

Orientaciones para las transacciones en condiciones de favor

1) Los miembros se comprometen a efectuar cualesquiera transacciones de trigo en condiciones de favor, de manera que no causen perjuicio a las estructuras normales de la producción y del comercio internacional.

2) Con este fin, los miembros tomarán las medidas convenientes para asegurar que las transacciones efectuadas en condiciones de favor sean adicionales a las ventas comerciales que, a falta de dichas transacciones, podrían haberse previsto razonablemente. Esas medidas serán tomadas de conformidad con los principios y orientaciones recomendados por la FAO para la colocación de excedentes y podrán estipular que, de acuerdo con el país beneficiario, éste mantendrá, de manera global, un nivel determinado de importaciones comerciales de trigo. Al establecer o adaptar dicho nivel, se tendrá plenamente en cuenta el volumen de las importaciones comerciales en un período representativo, así como las condiciones económicas del país beneficiario y, especialmente, la situación de su balanza de pagos.

3) Los miembros, al realizar transacciones de exportación en condiciones de favor, celebrarán consultas con los miembros exportadores cuyas ventas puedan quedar afectadas por dichas transacciones, en la mayor medida de lo posible antes de concertar los arreglos pertinentes con los países beneficiarios.

4) El Comité Ejecutivo presentará anualmente al Consejo un informe sobre la evolución reciente de las transacciones en condiciones de favor relativas al trigo.

PARTE II - ADMINISTRACION

ARTICULO 10

Constitución del Consejo

1) El Consejo Internacional del Trigo, creado por el Convenio Internacional del Trigo de 1949, continuará en funciones para la aplicación del presente Convenio; su composición, atribuciones y funciones serán las señaladas en el presente Convenio.

2) Cada miembro exportador o importador será miembro del Consejo con derecho a voto y podrá hacerse representar en sus sesiones por un delegado, suplentes y asesores.

3) Las organizaciones intergubernamentales a las que el Consejo decida invitar a cualquiera de sus sesiones podrán designar un representante sin derecho a voto, para que asista a ellas.

4) El Consejo elegirá un presidente y un vicepresidente, cuyo mandato durará un año agrícola. El Presidente no tendrá derecho a voto, ni tampoco el Vicepresidente cuando ejerza la presidencia.

ARTICULO 11

Atribuciones y funciones del Consejo

1) El Consejo dictará su reglamento.

2) El Consejo llevará los registros que requieran las disposiciones del presente Convenio y podrá llevar los demás registros que estime convenientes.

3) El Consejo publicará un informe anual. Podrá publicar también cualquier otra información (en particular, su examen anual o cualquier parte o resumen de éste) referente a cuestiones que son objeto del presente Convenio.

4) Además de las atribuciones y funciones especificadas en el presente Convenio, el Consejo tendrá todas las demás atribuciones y desempeñará todas las demás funciones que sean necesarias para el cumplimiento de las disposiciones del presente Convenio.

5) El Consejo podrá delegar en cualquiera de sus comités o en el Secretario Ejecutivo el ejercicio de atribuciones o funciones, salvo las relativas al presupuesto y a la determinación de las contribuciones conforme a los párrafos 2) y 3) del artículo 19, por mayoría de dos tercios de los votos emitidos por los miembros exportadores y de dos tercios de los votos emitidos por los miembros importadores. El Consejo, por mayoría de los votos emitidos, podrá revocar en cualquier momento esa delegación. Toda decisión adoptada en virtud de atribuciones o funciones delegadas por el Consejo según lo dispuesto en este párrafo podrá ser revisada por el Consejo a solicitud de cualquier miembro exportador o cualquier miembro importador presentada dentro del plazo que el Consejo determine. Toda decisión respecto de la cual no se pida revisión en el plazo determinado será obligatoria para todos los miembros.

6) Para cumplir las funciones que le asigna el presente Convenio el Consejo podrá pedir que se le suministren las estadísticas y la información que necesite y los miembros se comprometen a suministrárselas.

ARTICULO 12

Votos

1) Los miembros exportadores tendrán conjuntamente 1.000 votos y los miembros importadores tendrán conjuntamente 1.000 votos.

2) Los votos a que tendrán derecho en el Consejo las delegaciones de los diversos miembros exportadores serán los que se determinan en el anexo A.

3) Los votos a que tendrán derecho en el Consejo las delegaciones de los diversos miembros importadores serán los que se determinan en el anexo B.

4) Todo miembro exportador podrá autorizar a otro miembro exportador, y todo miembro importador podrá autorizar a otro miembro importador, para que represente sus intereses y ejerza su derecho de voto en cualquier sesión o sesiones del Consejo. Deberá presentarse al Consejo prueba satisfactoria de dicha autorización.

5) Si en una sesión del Consejo un miembro exportador o un miembro importador no estuviere representado por un delegado acreditado y no hubiere autorizado a otro miembro, de conformidad con el párrafo 4) del presente artículo, para ejercer su derecho de voto, y si en la fecha de una sesión un miembro hubiere perdido sus votos, se hubiere visto privado de ellos o los hubiere recuperado conforme a alguna de las disposiciones del presente Convenio, el total de los votos que puedan emitir los miembros exportadores se ajustará a una cifra igual al

total de los votos que los miembros importadores puedan emitir en esa sesión, redistribuyéndolos entre los miembros exportadores en proporción a sus votos.

6) Cada vez que un país llegue a ser parte en el presente Convenio o un miembro deje de serlo, el Consejo redistribuirá los votos determinados en el anexo A o en el anexo B, según corresponda, proporcionalmente al número de votos asignado a cada miembro que figure en el anexo.

7) Todo miembro exportador o importador tendrá por lo menos un voto, y no habrá votos fraccionarios.

ARTICULO 13

Sede, reuniones y quórum

1) La sede del Consejo será Londres, a menos que el Consejo disponga otra cosa.

2) El Consejo se reunirá al menos una vez en cada semestre de año agrícola y en las demás ocasiones que el Presidente decida o en cualquier otra circunstancia prevista en el presente Convenio.

3) El Presidente convocará a una reunión del Consejo si así lo piden: a) cinco miembros, b) uno o más miembros que reúnan por lo menos el 10% de la totalidad de los votos, o c) el Comité Ejecutivo.

4) Para constituir quórum en cualquier sesión del Consejo, será necesaria la presencia de delegados que tengan, antes de cualquier ajuste de votos que haya de efectuarse con arré- artículo 12, mayoría de votos de los miembros ex- mayoría de votos de los miembros impor-

ARTICULO 14

Decisiones

1) Salvo cuando se disponga lo contrario en el presente Convenio, el Consejo adoptará sus decisiones por mayoría de los votos emitidos por los miembros exportadores y por mayoría de los votos emitidos por los miembros importadores, contados separadamente.

2) Cada miembro se compromete a aceptar como obligatoria toda decisión que el Consejo adopte en virtud de las disposiciones del presente Convenio.

ARTICULO 15

Comité Ejecutivo

1) El Consejo constituirá un Comité Ejecutivo, que estará compuesto por no más de cuatro miembros exportadores, elegidos anualmente por los miembros exportadores, y de ocho miembros importadores, elegidos anualmente por los miembros importadores. El Consejo nombrará el Presidente del Comité Ejecutivo y podrá nombrar un Vicepresidente.

2) El Comité Ejecutivo será responsable ante el Consejo y actuará bajo su dirección general. Tendrá las atribuciones y funciones que se le asignan expresamente en el presente Convenio y las que el Consejo pueda delegarle de conformidad con el párrafo 5) del artículo 11.

3) Los miembros exportadores representados en el Comité Ejecutivo tendrán el mismo número total de votos que los miembros importadores. Los votos de los miembros exportadores en el Comité Ejecutivo se dividirán entre ellos según lo acuerden, siempre que ningún miembro exportador tenga más del 40% de la totalidad de los votos de los miembros exportadores. Los votos de los miembros importadores en el Comité Ejecutivo se dividirán

entre ellos según lo acuerden, siempre que ningún miembro importador tenga más del 40% de la totalidad de los votos de los miembros importadores.

4) El Consejo dictará el reglamento para la votación en el Comité Ejecutivo y podrá dictar cualquier otra disposición acerca del reglamento del Comité Ejecutivo que estime apropiada. Para las decisiones del Comité Ejecutivo se necesitará la misma mayoría de votos que prescribe el presente Convenio para las decisiones del Consejo sobre asuntos de la misma índole.

5) Todo miembro exportador o todo miembro importador que no sea miembro del Comité Ejecutivo podrá participar, sin derecho a voto, en el debate de cualquier asunto que estudie el Comité Ejecutivo, siempre que éste considere que están en juego los intereses de dicho miembro.

ARTICULO 16

Subcomité Asesor sobre Condiciones del Mercado

1) El Comité Ejecutivo constituirá un Subcomité Asesor sobre Condiciones del Mercado del que formarán parte un número de representantes técnicos no mayor de cinco para los miembros exportadores y cinco para los miembros importadores. El Presidente del Subcomité Asesor será nombrado por el Comité Ejecutivo.

2) El Subcomité Asesor mantendrá bajo continuo examen las condiciones prevalecientes en el mercado e informará al Comité Ejecutivo de conformidad con lo dispuesto en el artículo 6. El Subcomité Asesor, en el ejercicio de sus funciones, tendrá en cuenta las observaciones que formulen los miembros exportadores o importadores.

3) Todo miembro que no forme parte del Subcomité Asesor podrá participar en el debate sobre toda cuestión que se haya sometido al Subcomité Asesor, siempre que éste juzgue que dicho miembro se halla directamente interesado.

4) El Subcomité Asesor prestará su asesoramiento de conformidad con los artículos pertinentes del presente Convenio y lo prestará también acerca de aquellas otras cuestiones que el Consejo o el Comité Ejecutivo le remitan, incluidas las que le remita el Consejo en virtud del artículo 21 del presente Convenio.

ARTICULO 17

Secretaría

1) El Consejo dispondrá de una Secretaría compuesta de un Secretario Ejecutivo, que será el más alto funcionario administrativo del Consejo, y del personal que sea necesario para los trabajos del Consejo y de sus comités.

2) El Consejo nombrará al Secretario Ejecutivo, quien será responsable del cumplimiento por la Secretaría de las obligaciones que le incumben en la ejecución del presente Convenio, así como de las demás obligaciones que le asignen el Consejo y sus comités.

3) El personal será nombrado por el Secretario Ejecutivo, de conformidad con las normas que dicte el Consejo.

4) Será condición del empleo de Secretario Ejecutivo y del personal que no tengan interés financiero en el comercio del trigo o renuncien a todo interés financiero en el mismo, y que no soliciten ni reciban de ningún gobierno o de ninguna autoridad extraña al Consejo instrucciones en cuanto a las funciones que ejerzan con arreglo al presente Convenio.

ARTICULO 18

Privilegios e inmunidades

1) El Consejo tendrá personalidad jurídica. En particular, tendrá capacidad para contratar, adquirir y enajenar bienes muebles e inmuebles y para litigar.

2) La condición jurídica, los privilegios y las inmunidades del Consejo en el territorio del Reino Unido seguirán rigiéndose por el Acuerdo relativo a la Sede firmado en Londres el 28 de noviembre de 1968, entre el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte y el Consejo Internacional del Trigo.

3) El Acuerdo a que se refiere el párrafo 2) de este artículo será independiente del presente Convenio. Sin embargo, se dará por terminado:

a) en virtud de acuerdo entre el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte y el Consejo,

b) en el caso de que el territorio del Reino Unido deje de ser la sede del Consejo, o

c) en el caso de que el Consejo deje de existir.

4) En el caso de que el territorio del Reino Unido deje de ser la sede del Consejo, el gobierno del miembro donde radique la sede del Consejo concertará con el Consejo un acuerdo internacional relativo a la condición jurídica, los privilegios y las inmunidades del Consejo, su Secretario Ejecutivo, su personal y de los representantes de los miembros en las sesiones convocadas por el Consejo.

ARTICULO 19

Disposiciones financieras

1) Los gastos de las delegaciones al Consejo y de los representantes en sus Comités y Subcomités serán sufragados por sus respectivos gobiernos. Los demás gastos que sean necesarios para la ejecución del presente Convenio serán sufragados con las contribuciones anuales de los miembros exportadores y de los miembros importadores. La contribución de cada miembro para cada año agrícola será proporcional al número de sus votos con relación al total de votos de los miembros exportadores y de los miembros importadores al principio del año agrícola.

2) En la primera reunión que se celebre después de la entrada en vigor del presente Convenio, el Consejo aprobará su presupuesto para el período que terminará el 30 de junio de 1972 y determinará la contribución que ha de pagar cada miembro exportador y cada miembro importador.

3) El Consejo, en una reunión del segundo semestre de cada año agrícola, aprobará el presupuesto para el año agrícola, siguiente y determinará la contribución que pagará por dicho año agrícola cada miembro exportador y cada miembro importador.

4) La contribución inicial de todo miembro exportador o importador que se adhiera al presente Convenio según lo dispuesto en el párrafo 2) del artículo 25 será determinada por el Consejo sobre la base del número de votos que se le asigne y del período no transcurrido del año agrícola corriente, pero no se modificarán las contribuciones de los demás miembros exportadores e importadores ya determinadas para dicho año agrícola.

5) Las contribuciones serán exigibles desde el momento en que se hayan fijado. Todo miembro exportador o importador que no pague su contribución en el plazo de un año, a partir de la fecha en que haya sido fijada, perderá su derecho de voto hasta que pague la contribución, pero no se le eximirá de las obligaciones que le incumben por el presente Convenio, ni si le privará de ninguno de los derechos que le reconoce el presente Convenio, a menos que el Consejo así lo decida.

6) El Consejo publicará cada año agrícola un balance comprobado de sus ingresos y gastos durante el año agrícola anterior.

7) El Consejo, antes de su disolución, decidirá lo necesario para la liquidación de su activo y de su pasivo y la disposición de sus archivos.

ARTICULO 20

Cooperación con otras organizaciones intergubernamentales

1) El Consejo podrá tomar las medidas adecuadas para celebrar consultas o cooperar con las Naciones Unidas y sus órganos, en particular la UNCTAD, y con la FAO, así como con los otros organismos especializados de las Naciones Unidas y organizaciones intergubernamentales que sea oportuno.

2) El Consejo, teniendo presente la función especial de la UNCTAD en el comercio internacional de productos básicos, la mantendrá informada, cuando lo estime apropiado, de sus actividades y programas de trabajo.

3) Si el Consejo estima que cualquiera de las disposiciones del presente Convenio es incompatible en el fondo con las condiciones que las Naciones Unidas, sus órganos competentes y los organismos especializados puedan establecer para los convenios intergubernamentales sobre productos básicos, esa incompatibilidad se

considerará como una circunstancia que se opone a la ejecución del presente Convenio y se seguirá el procedimiento que se establece en los párrafos 2), 3) y 4) del artículo 27.

ARTICULO 21

Precios y derechos y obligaciones conexos

Con objeto de asegurar suministros de trigo y de harina de trigo a los miembros importadores y mercados para el trigo y la harina de trigo a los miembros exportadores, a precios equitativos y estables, el Consejo examinará en el momento oportuno las cuestiones relativas a los precios y a los derechos y obligaciones conexos. Cuando se estime que esas materias pueden negociarse con éxito a fin de darles aplicación durante la vigencia del presente Convenio, el Consejo pedirá al Secretario General de la UNCTAD que convoque una conferencia de negociación.

ARTICULO 22

Firma

El presente Convenio estará abierto en Wáshington desde el 29 de marzo de 1971 hasta el 3 de mayo de 1971 inclusive, a la firma de los gobiernos de los países parte en el Convenio sobre el Comercio del Trigo, 1967, y de los gobiernos representados en la Conferencia de las Naciones Unidas sobre el Trigo, 1971.

ARTICULO 23

Ratificación, aceptación o aprobación

El presente Convenio estará sujeto a la ratificación, aceptación o aprobación de cada uno de los gobiernos signatarios, de conformidad con sus respectivos procedimientos constitucionales. Los instrumentos de ratificación, aceptación o aprobación se depositarán en poder del Gobierno de los Estados Unidos de América, a más tardar el 17 de junio de 1971, quedando entendido

que el Consejo podrá conceder una o varias prórrogas a todo gobierno signatario que no haya depositado su instrumento de ratificación, aceptación o aprobación en la fecha indicada.

ARTICULO 24

Aplicación provisional

Todo gobierno signatario podrá depositar en poder del Gobierno de los Estados Unidos de América una declaración de aplicación provisional del presente Convenio. Cualquier otro gobierno que pueda firmar el presente Convenio o cuya solicitud de adhesión haya aprobado el Consejo, podrá asimismo depositar en poder del Gobierno de los Estados Unidos de América una declaración de aplicación provisional. Todo gobierno que deposite tal declaración aplicará provisionalmente el presente Convenio y será considerado, provisionalmente, como parte en el mismo.

ARTICULO 25

Adhesión

1) Todo gobierno representado en la Conferencia de las Naciones Unidas sobre el Trigo, 1971, o el gobierno de todo país parte en el Convenio sobre el Comercio del Trigo, 1967, podrá adherirse al presente Convenio hasta el 17 de junio de 1971, inclusive, con la salvedad de que el Consejo podrá conceder una o más prórrogas a todo gobierno que no haya depositado su instrumento en esa fecha.

2) Después del 17 de junio de 1971 todo gobierno invitado a la Conferencia de las Naciones Unidas sobre el Trigo, 1971, podrá adherirse al presente Convenio con arreglo a las condiciones que el Consejo estime oportuno establecer por mayoría de dos tercios de los votos emitidos por los miembros

exportadores y de dos tercios de los votos emitidos por los miembros importadores.

3) La adhesión se efectuará mediante depósito de un instrumento de adhesión en poder del Gobierno de los Estados Unidos de América.

4) Cuando, para los fines de aplicación del presente Convenio, se haga referencia a miembros que figuran en los anexos A o B, se estimará que los miembros cuyos gobiernos se hayan adherido al Convenio en las condiciones establecidas por el Consejo, según se dispone en el presente artículo, figuran en el anexo correspondiente.

ARTICULO 26

Entrada en vigor

1) El presente Convenio entrará en vigor entre aquellos gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación o adhesión de la manera siguiente:

a) el 18 de junio de 1971, respecto de todas las disposiciones que no sean los artículos 3 a 9, ambos inclusive, y el artículo 21; y

b) el 1º de julio de 1971, respecto de los artículos 3 a 9, ambos inclusive, y el artículo 21;

siempre que se hayan depositado esos instrumentos de ratificación, aceptación, aprobación o adhesión o declaraciones de aplicación provisional a más tardar el 17 de junio de 1971, en nombre de gobiernos que representen miembros exportadores que tengan por lo menos el 60% de los votos indicados en el anexo A y miembros importadores que tengan por lo menos el 50% de los votos indicados en el anexo B.

2) El presente Convenio entrará en vigor, para los gobiernos que depositen un instrumento de ratificación, aceptación, aprobación o adhesión después del 18 de junio de 1971, de conformidad con las

disposiciones pertinentes del presente Convenio, en la fecha en que se efectúe dicho depósito, quedando entendido que ninguna parte del mismo entrará en vigor para dicho gobierno hasta que esta parte entre en vigor para los demás gobiernos de conformidad con lo dispuesto en los párrafos 1) o 3) de este artículo.

3) Si el presente Convenio no entra en vigor de conformidad con el párrafo 1) del presente artículo, los gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación o adhesión o declaraciones de aplicación provisional podrán decidir de común acuerdo que el Convenio entrará en vigor entre aquellos gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación o adhesión.

ARTICULO 27

Duración, enmiendas y retiro

1) El presente Convenio permanecerá en vigor hasta el 30 de junio de 1974 inclusive. No obstante, en caso de que se negocie un nuevo convenio sobre el trigo, conforme al artículo 21, y entre en vigor antes del 30 de junio de 1974, el presente Convenio sólo permanecerá en vigor hasta la fecha de entrada en vigor del nuevo convenio.

2) El Consejo podrá recomendar una enmienda al presente Convenio a los miembros.

3) El Consejo podrá fijar el plazo dentro del cual cada miembro deberá notificar al Gobierno de los Estados Unidos de América si acepta o no la enmienda. La enmienda entrará en vigor una vez aceptada por los miembros exportadores que reúnan dos tercios de los votos de los miembros exportadores y por los miembros importadores que reúnan dos tercios de los votos de los miembros importadores.

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4) Todo miembro que no haya notificado al Gobierno de los Estados Unidos de América la aceptación de una enmienda en la fecha en que dicha enmienda entra en vigor podrá retirarse del presente Convenio al terminar el año agrícola en curso, después de transmitir por escrito al Gobierno de los Estados Unidos de América la notificación de retiro que el Consejo exija en cada caso, pero no por ello quedará eximido de ninguna de las obligaciones contraídas en virtud del presente Convenio y que no haya cumplido al finalizar dicho año agrícola. Todo miembro que se retire en estas condiciones no quedará obligado por las disposiciones de la enmienda que ha motivado su retirada. Si cualquier miembro demuestra satisfactoriamente al Consejo, en su primera sesión después de la entrada en vigor de la enmienda, que no le ha sido posible aceptar la enmienda dentro del plazo prescrito debido a dificultades de carácter constitucional o institucional y declara su intención de aplicar la enmienda provisionalmente hasta su aceptación, el Consejo podrá ampliar el período fijado a dicho miembro para la aceptación hasta que se hayan superado esas dificultades.

5) Si un miembro considera que sus intereses resultan perjudicados como consecuencia de la aplicación del presente Convenio, podrá plantear el asunto ante el Consejo, el cual examinará la cuestión dentro de los treinta días. Si, a pesar de la intervención del Consejo, el miembro interesado estima que sus intereses siguen resultando perjudicados, podrá retirarse del Convenio al terminar cualquier año agrícola, mediante notificación por escrito de su retiro al Gobierno de los Estados Unidos de América por lo menos noventa días antes de la terminación de ese año agrícola, pero no por ello quedará

eximido de ninguna de las obligaciones contraídas en virtud del presente Convenio y que no haya cumplido al finalizar dicho año agrícola.

6) Todo miembro que pase a ser Estado miembro de la CEE durante el período de vigencia del presente Convenio lo notificará al Consejo, el cual examinará la cuestión, dentro de los treinta días, con miras a negociar con ese miembro y con la CEE un ajuste adecuado de sus respectivos derechos y obligaciones en virtud del presente Convenio. En tales casos, el Consejo tendrá facultades para recomendar una enmienda de conformidad con el párrafo 2) del presente artículo.

ARTICULO 28

Aplicación territorial

1) Todo gobierno, en el momento de firmar el presente Convenio, de ratificarlo, aceptarlo, aprobarlo, aplicarlo provisionalmente o adherirse al mismo, podrá declarar que sus derechos y obligaciones con arreglo al presente Convenio no se ejercitarán en relación con uno o más de los territorios cuya representación internacional ejerza.

2) Con excepción de los territorios respecto de los cuales se haya hecho una declaración de conformidad con lo dispuesto en el párrafo 1) de este artículo, los derechos y obligaciones del respectivo gobierno, derivados del presente Convenio, se aplicarán a todos los territorios cuya representación internacional ejerza dicho gobierno.

3) Todo país, en cualquier momento después de ratificar, aceptar, aprobar, aplicar provisionalmente el presente Convenio o adherirse al mismo, podrá declarar, mediante notificación al Gobierno de los Estados Unidos de América, que sus derechos

y obligaciones derivados del Convenio se aplicarán en uno o más de los territorios respecto de los cuales haya hecho una declaración de conformidad con lo dispuesto en el párrafo 1) de este artículo.

4) Todo miembro, mediante notificación al Gobierno de los Estados Unidos de América, podrá retirar del presente Convenio, por separado, uno o más de los territorios cuya representación internacional ejerza.

5) Cuando un territorio al que se haga extensivo el Convenio conforme a los párrafos 2) y 3) del presente artículo alcance posteriormente la independencia, el gobierno de ese territorio podrá, dentro de los noventa días siguientes a la obtención de la independencia, declarar, mediante notificación al Gobierno de los Estados Unidos de América, que ha asumido los derechos y obligaciones correspondientes a una parte en el Convenio.

6) A los efectos de la redistribución de votos con arreglo al artículo 12, todo cambio en la aplicación del presente Convenio, de conformidad con este artículo, se considerará como un cambio en la participación en el presente Convenio, del modo que corresponda a la situación.

ARTICULO 29

Notificación del Gobierno depositario

El Gobierno de los Estados Unidos de América, en su calidad de Gobierno depositario, deberá notificar a todos los gobiernos signatarios y a todos los gobiernos que se hayan adherido, toda firma, ratificación, aceptación, aprobación o aplicación provisional del presente Convenio, y toda adhesión al mismo, así como toda notificación y aviso que reciba en virtud del

artículo 27 y toda declaración y notificación que reciba con arreglo al artículo 28.

ARTICULO 30

Copia certificada del Convenio

Tan pronto como sea posible después de la entrada en vigor definitiva del presente Convenio, el Gobierno depositario enviará copia certificada del Convenio en los idiomas español, francés, inglés y ruso al Secretario General de las Naciones Unidas para que lo registre con arreglo a lo dispuesto en el Artículo 102 de la Carta de las Naciones Unidas. Toda enmienda al presente Convenio se comunicará de la misma manera al Secretario General de las Naciones Unidas.

ARTICULO 31

Relación entre el Preámbulo y el Convenio

El presente Convenio comprende el Preámbulo del Convenio Internacional del Trigo, 1971.

EN FE DE LO CUAL, los infrascritos, debidamente autorizados al efecto por sus respectivos gobiernos, han firmado el presente Convenio en las fechas que figuran junto a sus firmas.

Los textos del presente Convenio en los idiomas español, francés, inglés, y ruso serán igualmente auténticos. Los originales serán entregados en depósito al Gobierno de los Estados Unidos de América, el cual remitirá copia certificada de los mismos a cada gobierno signatario o que se adhiera al Convenio y al Secretario Ejecutivo del Consejo.

ANEXO A

Votos de los miembros exportadores

Argentina	100
Australia	100
Bulgaria	5
Canadá	280
Comunidad Económica Europea	100
España	5
Estados Unidos de América	280
Grecia	5
Kenia	5
México	5
Suecia	10
Unión de Repúblicas Socialistas Soviéticas	100
Uruguay	5
	1.000

ANEXO B

Votos de los miembros importadores

Arabia Saudita	10	Japón	178
Argelia	14	Kuwait	3
Austria	1	Líbano	9
Barbados	1	Libia	5
Bolivia	5	Malta	2
Brasil	71	Marruecos	10
Ceilán	17	Mauricio	2
Ciudad del Vaticano	1	Nigeria	7
Colombia	8	Noruega	14
Comunidad Económica Europea	152	Panamá	2
Corea, República de	16	Paquistán	16
Costa Rica	3	Perú	25
Cuba	2	Portugal	18
China	19	Reino de los Países Bajos 1/	1
Dinamarca	1	Reino Unido	183
Ecuador	3	República Arabe Unida	65
El Salvador	2	República Dominicana	1
Finlandia	2	Siria	5
Guatemala	3	Sudáfrica	10
India	34	Suiza	16
Indonesia	7	Trinidad-Tabago	4
Irán	2	Túnez	5
Irlanda	7	Turquía	4
Israel	5	Venezuela	29
			1.000

1/ Con respecto a los interesses de las Antillas neerlandesas y Surinam.

FOR ALGERIA.
POUR L'ALGERIE:
ЗА АЛЖИР·
POR ARGELIA:

FOR ARGENTINA.
POUR L'ARGENTINE:
ЗА АРГЕНТИНУ
POR LA ARGENTINA:

May 3rd, 1971

FOR AUSTRALIA.
POUR L'AUSTRALIE:
ЗА АВСТРАЛИЮ:
POR AUSTRALIA.

29 April 1971

FOR AUSTRIA.
POUR L'AUTRICHE:
ЗА АВСТРИЮ:
POR AUSTRIA.

April 28 1971

FOR BARBADOS.
POUR LA BARBADE:
ЗА БАРБАДОС
POR BARBADOS:

FOR BELGIUM:
POUR LA BELGIQUE:
ЗА БЕЛЬГИЮ:
POR BELGICA.

May 3. 1971

FOR BOLIVIA:
POUR LA BOLIVIE:
ЗА БОЛИВИЮ:
POR BOLIVIA.

3 de mayo de 1971

FOR BRAZIL.
POUR LE BRESIL:
ЗА БРАЗИЛИЮ:
POR EL BRASIL:

FOR BULGARIA:
POUR LA BULGARIE:
ЗА БОЛГАРИЮ:
POR BULGARIA:

FOR CANADA.
POUR LE CANADA.
ЗА КАНАДУ
POR EL CANADA:

May 3, 1971

FOR CEYLON:
POUR CEYLAN.
ЗА ЦЕЙЛОН:
POR CEILAN:

FOR THE REPUBLIC OF CHINA:
POUR LA REPUBLIQUE DE CHINE:
ЗА РЕСПУБЛИКУ КИТАЯ.
POR LA REPUBLICA DE CHINA:

April 27, 1971

FOR COLOMBIA.
POUR LA COLOMBIE:
ЗА КОЛУМБИЮ:
POR COLOMBIA:

FOR COSTA RICA.
POUR LE COSTA RICA:
ЗА КОСТА-РИКУ
POR COSTA RICA.

FOR CUBA.
POUR CUBA:
ЗА КУБУ
POR CUBA.

27 IV 1971

FOR DENMARK.
POUR LE DANEMARK:
ЗА ДАНИЮ:
POR DINAMARCA.

FOR THE DOMINICAN REPUBLIC:
POUR LA REPUBLIQUE DOMINICAINE:
ЗА ДОМИНИКАНСКУЮ РЕСПУБЛИКУ
POR LA REPUBLICA DOMINICANA:

FOR ECUADOR:
POUR L'EQUATEUR:
ЗА ЭКВАДОР·
POR EL ECUADOR:

5/3/71

FOR EL SALVADOR:
POUR LE SALVADOR:
ЗА САЛЬВАДОР:
POR EL SALVADOR:

FOR THE EUROPEAN ECONOMIC COMMUNITY
POUR LA COMMUNAUTE ECONOMIQUE EUROPEENNE:
ЗА ЕВРОПЕЙСКОЕ ЭКОНОМИЧЕСКОЕ СООБЩЕСТВО:
POR LA COMUNIDAD ECONOMICA EUROPEA:

mai 3 1971

FOR FINLAND:
POUR LA FINLANDE:
ЗА ФИНЛЯНДИЮ:
POR FINLANDIA.

FOR FRANCE:
POUR LA FRANCE:
ЗА ФРАНЦИЮ:
POR FRANCIA.

May 3rd 1971

FOR THE FEDERAL REPUBLIC OF GERMANY
POUR LA REPUBLIQUE FEDERALE D'ALLEMAGNE:
ЗА ФЕДЕРАТИВНУЮ РЕСПУБЛИКУ ГЕРМАНИИ:
POR LA REPUBLICA FEDERAL DE ALEMANIA:

May 3 1971

FOR GREECE:
POUR LA GRECE:
ЗА ГРЕЦИЮ:
POR GRECIA:

FOR GUATEMALA.
POUR LE GUATEMALA:
ЗА ГВАТЕМАЛУ·
POR GUATEMALA.

FOR INDIA.
POUR L'INDE:
ЗА ИНДИЮ:
POR INDIA.

L.K. Jha 3rd May 1971

FOR INDONESIA.
POUR L'INDONESIA:
ЗА ИНДОНЕЗИЮ:
POR INDONESIA:

FOR IRAN:
POUR L'IRAN:
ЗА ИРАН:
POR EL IRAN:

FOR IRELAND:
POUR L'IRLANDE:
ЗА ИРЛАНДИЮ:
POR IRLANDA.

FOR ISRAEL:
POUR L'ISRAEL:
ЗА ИЗРАИЛЬ:
POR ISRAEL:

M. Lein April 28, 1971

FOR ITALY
POUR L'ITALIE:
ЗА ИТАЛИЮ:
POR ITALIA:

Giulio Andreotti
May 3/71

TIAS 7144

FOR JAPAN:
POUR LE JAPON:
ЗА ЯПОНИЮ:
POR EL JAPON:

N. Ushiba April 30, 1971

FOR KENYA.
POUR LE KENYA.
ЗА КЕНИЮ:
POR KENIA.

FOR THE REPUBLIC OF KOREA.
POUR LA REPUBLIQUE DE COREE:
ЗА РЕСПУБЛИКУ КОРЕИ:
POR LA REPUBLICA DE COREA:

Dongjo Kim May 3rd, 1971

FOR KUWAIT·
POUR LE KOWEIT:
ЗА КУВЕЙТ:
POR KUWAIT:

FOR LEBANON
POUR LE LIBAN:
ЗА ЛИВАН:
POR EL LIBANO:

FOR LIBYA.
POUR LA LIBYE.
ЗА ЛИВИЮ:
POR LIBIA.

FOR LUXEMBOURG:
POUR LE LUXEMBOURG:
ЗА ЛЮКСЕМБУРГ·
POR LUXEMBURGO:

Jean Wagner May 3 1971

FOR MALTA.
POUR MALTE.
ЗА МАЛЬТУ
POR MALTA.

FOR MAURITIUS:
POUR MAURICE:
ЗА МАВРИКИЙ:
POR MAURICIO:

FOR MEXICO:
POUR LE MEXIQUE:
ЗА МЕКСИКУ
POR MEXICO:

FOR MOROCCO:
POUR LE MAROC:
ЗА МАРОККО:
POR MARRUECOS.

FOR THE KINGDOM OF THE NETHERLANDS:
POUR LE ROYAUME DES PAYS-BAS.
ЗА КОРОЛЕВСТВО НИДЕРЛАНДОВ:
POR EL REINO DE LOS PAISES BAJOS:

May 3rd 1971

FOR NIGERIA.
POUR LA NIGERIA.
ЗА НИГЕРИЮ:
POR NIGERIA:

FOR NORWAY
POUR LA NORVEGE:
ЗА НОРВЕГИЮ:
POR NORUEGA.

May 3, 1971

TIAS 7144

FOR PAKISTAN:
POUR LE PAKISTAN:
ЗА ПАКИСТАН:
POR PAKISTAN:

30 April 1971.

FOR PANAMA.
POUR LE PANAMA:
ЗА ПАНАМУ
POR PANAMA.

3 May 1971

FOR PERU:
POUR LE PEROU:
ЗА ПЕРУ.
POR PERU:

3 May 1971

FOR PORTUGAL:
POUR LE PORTUGAL:
ЗА ПОРТУГАЛИЮ:
POR PORTUGAL:

30 April 1971.

FOR SAUDI ARABIA:
POUR L'ARABIE SAOUDITE:
ЗА САУДОВСКУЮ АРАВИЮ:
POR ARABIA SAUDITA:

April 27 1971

FOR SOUTH AFRICA:
POUR L'AFRIQUE DU SUD:
ЗА ЮЖНУЮ АФРИКУ.
POR SUDAFRICA:

FOR SPAIN
POUR L'ESPAGNE:
ЗА ИСПАНИЮ:
POR ESPAÑA.

3-V-1971

FOR SWEDEN.
POUR LA SUEDE.
ЗА ШВЕЦИЮ:
POR SUECIA.

May 3, 1971.

FOR SWITZERLAND:
POUR LA SUISSE:
ЗА ШВЕЙЦАРИЮ:
POR SUIZA:

3 Mai 1971.

FOR THE SYRIAN ARAB REPUBLIC:
POUR LA REPUBLIQUE ARABE SYRIENNE:
ЗА СИРИЙСКУЮ АРАБСКУЮ РЕСПУБЛИКУ
POR LA REPUBLICA ARABE SIRIA:

1st May 1971

TIAS 7144

FOR TRINIDAD AND TOBAGO:
POUR LA TRINITE ET TOBAGO:
ЗА ТРИНИДАД И ТОБАГО:
POR TRINIDAD Y TABAGO:

FOR TUNISIA.
POUR LA TUNISIE:
ЗА ТУНИС
POR TUNEZ.

4.30.71

FOR TURKEY
POUR LA TURQUIE:
ЗА ТУРЦИЮ:
POR TURQUIA.

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:
POUR L'UNION DES REPUBLIQUES SOCIALISTES SOVIETIQUES:
ЗА СОЮЗ СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК.
POR LA UNION DE REPUBLICAS SOCIALISTAS SOVIETICAS:

FOR THE UNITED ARAB REPUBLIC:
POUR LA REPUBLIQUE ARABE UNIE:
ЗА ОБЪЕДИНЕННУЮ АРАБСКУЮ РЕСПУБЛИКУ.
POR LA REPUBLICA ARABE UNIDA:

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:
ЗА СОЕДИНЕННОЕ КОРОЛЕВСТВО ВЕЛИКОБРИТАНИИ И СЕВЕРНОЙ ИРЛАНДИИ:
POR EL REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE:

April 26th 1971

TIAS 7144

66-169 O 72 62

FOR THE UNITED STATES OF AMERICA.
POUR LES ETATS-UNIS D'AMERIQUE:
ЗА СОЕДИНЕННЫЕ ШТАТЫ АМЕРИКИ:
POR LOS ESTADOS UNIDOS DE AMERICA.

Clifford M. Hardin April 14, 1971

FOR URUGUAY
POUR L'URUGUAY
ЗА УРУГВАЙ.
POR EL URUGUAY

FOR THE VATICAN CITY STATE:
POUR L'ETAT DE LA CITE DU VATICAN:
ЗА ВАТИКАН.
POR EL ESTADO DE LA CIUDAD DEL VATICANO:

+Luigi Raimondi April 30, 1971

FOR VENEZUELA.
POUR LE VENEZUELA.
ЗА ВЕНЕСУЭЛУ
POR VENEZUELA.

FOOD AID CONVENTION, 1971

ARTICLE I

Objective

The objective of this Convention is to carry out a food aid programme with the help of contributions for the benefit of developing countries.

ARTICLE II

International food aid

(1) The countries parties to this Convention agree to contribute as food aid to the developing countries wheat, coarse grains or products derived therefrom, suitable for human consumption and of an acceptable type and quality, or the cash equivalent thereof, in the minimum annual amounts specified in paragraph (2) below.

(2) The minimum annual contribution of each country party to this Convention is fixed as follows:

	Metric tons
Argentina	23,000
Australia	225,000
Canada	495,000
European Economic Community	1,035,000
Finland	14,000
Japan	225,000
Sweden	35,000
Switzerland	32,000
United States of America	1,890,000

(3) For the purpose of the operation of this Convention, any country which has signed this Convention pursuant to paragraph (2) of Article VI or which has acceded to this Convention pursuant to paragraph (2) or (3) of Article VIII shall be deemed to be listed in paragraph (2) of Article II together with the minimum contribution of such country as determined in accordance with the relevant provisions of Article VI or Article VIII.

(4) The contribution of a country making the whole or part of its contribution to the programme in the form of cash shall be calculated by evaluating the quantity determined for that country (or that portion of the quantity not contributed in grain) at US $1.73 per bushel.

(5) Food aid in the form of grain shall be supplied on the following terms:

(a) sales for the currency of the importing country which is not transferable and is not convertible into currency or goods and services for use by the member country*;

(b) a gift of grain or a monetary grant to be used to purchase grain for the importing country; or

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* Under exceptional circumstances an exemption of not more than 10 per cent may be granted.

(c) sales on credit with payment to be made in reasonable annual amounts over periods of twenty years or more and with interest at rates which are below commercial rates prevailing in world markets,* on the understanding that food aid in the form of grains shall be supplied to the maximum extent possible on the terms indicated in sub-paragraphs (a) and (b) above.

(6) Grain purchases shall be made from participating countries.

(7) In the use of grant funds, special regard shall be had to facilitating grain exports of developing member countries. To this end priority shall be given so that not less than 35 per cent of the cash contribution to purchase grain for food aid or that part of such contribution required to purchase 200,000 metric tons of grain shall be used to purchase grains produced in developing member countries.

(8) Contributions in the form of grains shall be placed in f.o.b. forward position by donor countries.

(9) Countries parties to this Convention may, in respect of their contribution to the food aid programme, specify a recipient country or countries.

(10) Countries parties to this Convention may make their contribution through an international organization or

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* The credit sales agreement may provide for payment of up to 15 per cent of principal upon delivery of the grain.

bilaterally. However, in accordance with the recommendation made in paragraph (3) of resolution 2682 (XXV) of the United Nations General Assembly, they shall give full consideration to the advantages of directing a greater proportion of food aid through multilateral channels and shall place special emphasis on using the World Food Programme.

ARTICLE III

Food Aid Committee

(1) There shall be established a Food Aid Committee whose membership shall consist of the countries listed in paragraph (2) of Article II of this Convention and of the other countries that become party to this Convention. The Committee shall appoint a Chairman and a Vice-Chairman.

(2) The Committee may, when appropriate, invite representatives of the secretariats of other international organizations whose membership is limited to Governments that are also Members of the United Nations or its specialized agencies to attend as observers.

(3) The Committee shall:

(a) Receive regular reports from member countries on the amount, content, channelling and terms of their food aid contributions under this Convention;

(b) Keep under review the purchase of grains financed by cash contributions with particular reference to the obligation in paragraph (7) of Article II concerning purchase of grain from developing participating countries.

(4) The Committee shall.

(a) Examine the way in which the obligations undertaken under the food aid programme have been fulfilled,

(b) Exchange information on a regular basis on the functioning of the food aid arrangements under this Convention, in particular, where information is available, on its effects on food production in recipient countries The Committee shall report as necessary

(5) For the purposes of paragraph (4) of this Article the Committee may receive information from recipient countries and may consult with them.

ARTICLE IV

Administrative provisions

The Food Aid Committee as set up according to the provisions of Article III shall use the services of the Secretariat of the International Wheat Council for the performance of such administrative duties as the Committee may request, including the processing and distribution of documentation and reports

ARTICLE V

Defaults and disputes

In the case of a dispute concerning the interpretation or application of this Convention or of a default in obligations under this Convention, the Food Aid Committee shall meet and take appropriate action.

ARTICLE VI

Signature

(1) This Convention shall be open for signature in Washington from 29 March 1971 until and including 3 May 1971 by the Governments of Argentina, Australia, Canada, Finland, Japan, Sweden, Switzerland and the United States of America and by the European Economic Community and its member States, provided that they sign both this Convention and the Wheat Trade Convention, 1971.

(2) This Convention shall also be open for signature, on the same conditions, to countries signatories of the Food Aid Convention 1967 which are not enumerated in paragraph (1) of this Article, provided that their contribution is at least equal to that which they agreed to make in the Food Aid Convention 1967

ARTICLE VII

Ratification, acceptance or approval

This Convention shall be subject to ratification, acceptance or approval by each signatory in accordance with its constitutional or institutional procedures, provided that it also ratifies, accepts or approves the Wheat Trade Convention, 1971 Instruments of ratification, acceptance, approval or conclusion shall be deposited with the Government of the United States of America not later than 17 June 1971,

except that the Food Aid Committee may grant one or more extensions of time to any signatory that has not deposited its instrument of ratification, acceptance, approval or conclusion by that date

ARTICLE VIII

Accession

(1) This Convention shall be open for accession by the European Economic Community and its member States or by any other Government referred to in Article VI, provided the Government also accedes to the Wheat Trade Convention, 1971 and provided further that in the case of Governments referred to in paragraph (2) of Article VI their contribution is at least equal to that which they agreed to make in the Food Aid Convention 1967 Instruments of accession under this paragraph shall be deposited not later than 17 June 1971, except that the Food Aid Committee may grant one or more extensions of time to any Government that has not deposited its instrument of accession by that date

(2) The Food Aid Committee may approve accession to this Convention, as a donor, by the Government of any Member of the United Nations or its specialized agencies on such conditions as the Food Aid Committee considers appropriate

(3) If any such Government, which is not referred to in Article VI, wishes to apply for accession to this Convention between the close of the period fixed for signature and the

entry into force of this Convention, the signatories of this Convention may approve accession on such conditions as they consider appropriate Any such approval and conditions shall be as valid under this Convention as if this action had been taken by the Food Aid Committee after the entry into force of this Convention.

(4) Accession shall be effected by deposit of an instrument of accession with the Government of the United States of America

ARTICLE IX

Provisional application

The European Economic Community and its member States and the Government of any other country referred to in Article VI may deposit with the Government of the United States of America a declaration of provisional application of this Convention, provided they also deposit a declaration of provisional application of the Wheat Trade Convention, 1971 Any other Government whose application for accession is approved may also deposit with the Government of the United States of America a declaration of provisional application. The European Economic Community and its member States as well as any Government depositing such a declaration shall provisionally apply this Convention and be provisionally regarded as parties thereto

ARTICLE X

Entry into force

(1) This Convention shall enter into force for the European Economic Community and its member States and for those Governments that have deposited instruments of ratification, acceptance, approval, conclusion or accession as follows

(a) on 18 June 1971 with respect to all provisions other than Article II, and

(b) on 1 July 1971 with respect to Article II,

provided that the European Economic Community and its member States and all Governments listed in paragraph (1) of Article VI have deposited such instruments or a declaration of provisional application by 17 June 1971 and that the Wheat Trade Convention 1971 is in force For any other Government that deposits an instrument of ratification, acceptance, approval, conclusion or accession after the entry into force of the Convention, this Convention shall enter into force on the date of such deposit

(2) If this Convention does not enter into force in accordance with the provisions of paragraph (1) of this Article, the Governments which by 18 June 1971 have deposited instruments of ratification, acceptance, approval, conclusion or accession or declarations of provisional application may decide by mutual consent that it shall enter into force among

those Governments that have deposited instruments of ratification, acceptance, approval, conclusion or accession, provided that the Wheat Trade Convention, 1971 is in force, or they may take whatever other action they consider the situation requires.

ARTICLE XI

Duration

This Convention shall be effective for a three-year period from the date of the entry into force of Article II of this Convention.

ARTICLE XII

Notification by depositary Government

The Government of the United States of America as the depositary Government shall notify all signatory and acceding parties of each signature, ratification, acceptance, approval, conclusion, provisional application of, and accession to, this Convention.

ARTICLE XIII

Certified copy of the Convention

As soon as possible after the definitive entry into force of this Convention, the depositary Government shall send a certified copy of this Convention in the English, French, Russian and Spanish languages to the Secretary-General of the

United Nations for registration in accordance with Article 102 of the Charter of the United Nations. Any amendments to this Convention shall likewise be communicated.

ARTICLE XIV

Relationship of Preamble to Convention

This Convention includes the Preamble to the International Wheat Agreement, 1971.

IN WITNESS WHEREOF the undersigned, having been duly authorized to this effect by their respective Governments or authorities, have signed this Convention on the dates appearing opposite their signature.

The texts of this Convention in the English, French, Russian and Spanish languages shall all be equally authentic. The originals shall be deposited in the archives of the Government of the United States of America, which shall transmit certified copies thereof to each signatory and acceding party.

CONVENTION RELATIVE A L'AIDE ALIMENTAIRE DE 1971

ARTICLE I

Objet

La présente Convention a pour objet de mettre en oeuvre un programme d'aide alimentaire au bénéfice des pays en voie de développement, grâce aux contributions recueillies.

ARTICLE II

Aide alimentaire internationale

1. Les pays parties à la présente Convention sont convenus de fournir, à titre d'aide alimentaire aux pays en voie de développement, du blé, des céréales secondaires ou leurs produits dérivés, propres à la consommation humaine et d'un type et d'une qualité acceptables, ou l'équivalent en espèces, pour les montants annuels minimaux spécifiés au paragraphe 2 ci-après.

2. La contribution annuelle minimale de chaque pays partie à la présente Convention est fixée comme suit:

	Tonnes métriques
Argentine	23 000
Australie	225 000
Canada	495 000
Communauté économique européenne	1 035 000
Etats-Unis d'Amérique	1 890 000
Finlande	14 000
Japon	225 000

	Tonnes métriques
Suède	35 000
Suisse	32 000

3. Aux fins de l'application de la présente Convention, tout pays qui aura signé ladite Convention conformément aux dispositions du paragraphe 2 de l'article VI ou qui y aura adhéré conformément aux dispositions du paragraphe 2 ou 3 de l'article VIII sera réputé énuméré au paragraphe 2 de l'article II, avec la contribution minimale qui lui sera assignée conformément aux dispositions pertinentes de l'article VI ou de l'article VIII.

4 La contribution en espèces d'un pays dont la contribution au programme s'effectuera, en totalité ou en partie, en espèces, sera calculée en évaluant la quantité de céréales fixée pour ce pays (ou la partie de cette quantité de céréales qui ne sera pas fournie en nature) sur la base de 1,73 dollar des Etats-Unis le boisseau.

5 L'aide alimentaire sous forme de céréales sera fournie selon les modalités suivantes

a) ventes contre monnaie du pays importateur, ni transférable ni convertible en devises ou en marchandises et services destinés à être utilisés par le pays membre*,

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* Dans des circonstances exceptionnelles, il pourra être accordé une dispense allant jusqu'à 10%.

b) dons de céréales ou dons en espèces à employer à l'achat de céréales au profit du pays importateur, ou

c) ventes à crédit, le paiement devant être effectué par annuités raisonnables, échelonnées sur vingt ans ou plus et moyennant un intérêt d'un taux inférieur aux taux commerciaux en vigueur sur les marchés mondiaux*, étant entendu que l'aide alimentaire sous forme de céréales sera fournie dans toute la mesure du possible selon les modalités indiquées aux alinéas a) et b) ci-dessus

6 Les achats de céréales seront effectués dans les pays participants

7 Dans l'utilisation des dons en espèces, on s'attachera spécialement à faciliter les exportations de céréales des pays en voie de développement participants A cet effet, il sera établi une priorité afin que 35 % au moins de la contribution en espèces pour l'achat de

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* L'accord relatif aux ventes à crédit peut prévoir le paiement d'une fraction allant jusqu'à 15 % du capital à la livraison de la marchandise

céréales en vue de l'aide alimentaire ou la partie de cette contribution qui sera nécessaire pour acheter 200 000 tonnes métriques de céréales soient consacrés à l'achat de céréales produits dans les pays en voie de développement participants

8 Les pays donateurs fourniront leurs contributions en céréales sous forme de positions à terme, f o b

9 Les pays parties à la présente Convention pourront, en ce qui concerne leur contribution au programme d'aide alimentaire, spécifier un ou plusieurs pays bénéficiares

10 Les pays parties à la présente Convention pourront fournir leur contribution par l'intermédiaire d'une organisation internationale ou bilatéralement Toutefois, conformément à la recommandation formulée au paragraphe 3 de la résolution 2682 (XXV) de l'Assemblée générale des Nations Unies, ils prendront pleinement en considération les avantages qu'il y aurait à acheminer une plus forte proportion de l'aide alimentaire par des circuits multilatéraux et ils s'attacheront particulièrement à recourir au Programme alimentaire mondial

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ARTICLE III

Comité de l'aide alimentaire

1 Il sera institué un Comité de l'aide alimentaire qui sera composé des pays énumérés au paragraphe 2 de l'article II de la présente Convention et des autres pays qui deviendront parties à ladite Convention. Le Comité désignera un président et un vice-président.

2 Le Comité pourra, lorsque la situation le justifiera, inviter les représentants du secrétariat d'autres organisations internationales dont seuls peuvent faire partie les gouvernements qui sont également membres de l'Organisation des Nations Unies ou de ses institutions spécialisées à participer à ses travaux en qualité d'observateurs

3. Le Comité:

a) recevra régulièrement des pays membres des rapports sur le montant, la composition, les modalités de distribution et les conditions des contributions à l'aide alimentaire qu'ils fournissent en vertu de la présente Convention,

b) examinera en permanence les achats de céréales financés au moyen de contributions en espèces, en tenant particulièrement compte de l'obligation qui figure au paragraphe 7 de l'article II et qui concerne les achats de céréales effectués dans les pays en voie de développement participants

4 Le Comité:

a) examinera la manière dont les obligations souscrites au titre du programme d'aide alimentaire ont été remplies,

b) procédera à un échange régulier de renseignements sur le fonctionnement des dispositions relatives à l'aide alimentaire prises en vertu de la présente Convention et, notamment lorsque les renseignements correspondants seront disponibles, sur ses effets sur la production alimentaire des pays bénéficiaries

Le Comité fera rapport, en cas de besoin.

5. Aux fins du paragraphe 4 du présent article, le Comité peut recevoir des renseignements des pays bénéficiaires et consulter ces pays

ARTICLE IV

Dispositions administratives

Le Comité de l'aide alimentaire institué conformément aux dispositions de l'article III a recours aux services du secrétariat du Conseil international du blé pour l'exécution des tâches administratives qu'il peut demander, notamment la production et la distribution de la documentation et des rapports

ARTICLE V

Manquements aux engagements et différends

En cas de differend relatif à l'interprétation ou à l'application de la présente Convention ou d'un manquement aux obligations contractées en vertu de ladite Convention, le Comité de l'aide alimentaire se réunit pour décider des mesures à prendre

ARTICLE VI

Signature

1 La présente Convention sera ouverte, à Washington, du 29 mars 1971 au 3 mai 1971 inclus, à la signature des Gouvernements de l'Argentine, de l'Australie, du Canada, des Etats-Unis d'Amérique, de la Finlande, du Japon, de la Suède et de la Suisse, ainsi qu'à celle de la Communauté économique européenne et de ses Etats membres, sous réserve qu'ils signent aussi bien la présente Convention que la Convention sur le commerce du blé de 1971

2 La présente Convention sera également ouverte, dans les mêmes conditions, à la signature des pays signataires de la Convention relative à l'aide alimentaire de 1967 qui ne sont pas énumérés au paragraphe 1 du présent article, pourvu que leur contribution soit au moins égale à celle qu'ils avaient souscrite dans la Convention relative à l'aide alimentaire de 1967

ARTICLE VII

Ratification, acceptation ou approbation

La présente Convention est soumise à la ratification, à l'acceptation ou à l'approbation de chacune des parties signataires conformément à leurs procédures constitutionnelles ou institutionnelles, sous réserve que chacune d'elles ratifie, accepte ou approuve également la Convention sur le commerce du blé de 1971 Les instruments de ratification, d'acceptation, d'approbation ou de conclusion seront déposés auprès du Gouvernement des Etats-Unis d'Amérique au plus tard le 17 juin 1971, étant entendu que le Comité de l'aide alimentaire peut accorder une ou plusieurs prolongations de délai à tout signataire qui n'aura pas déposé son instrument de ratification, d'acceptation, d'approbation ou de conclusion à cette date.

ARTICLE VIII

Adhésion

1 La présente Convention est ouverte à l'adhésion de la Communauté économique européenne et de ses Etats membres et de tout autre gouvernement visé à l'article VI, sous réserve que chacun d'eux adhère également à la Convention sur le commerce du blé de 1971 et sous réserve aussi, dans le cas des gouvernements visés au paragraphe 2 de l'article VI, que leur contribution soit au moins égale à celle qu'ils avaient souscrite dans la Convention relative à l'aide

alimentaire de 1967 Les instruments d'adhésion prévus au présent paragraphe seront déposés au plus tard le 17 juin 1971, étant entendu que le Comité de l'aide alimentaire peut accorder une ou plusieurs prolongations de délai à tout gouvernement qui n'aura pas déposé son instrument d'adhésion à cette date.

2 Le Comité de l'aide alimentaire peut approuver l'adhésion à la présente Convention, en tant que donateur, du gouvernement de tout membre de l'Organisation des Nations Unies ou de ses institutions spécialisées aux conditions que le Comité de l'aide alimentaire jugera appropriées

3. Si un tel gouvernement qui n'est pas visé à l'article VI sollicite son adhésion à la présente Convention entre la clôture de la période fixée pour la signature et l'entrée en vigueur de cette Convention, les signataires de ladite Convention peuvent approuver l'adhésion aux conditions qu'ils jugeront appropriées Une telle approbation et de telles conditions auront la même valeur, en vertu de la présente Convention, que si ces décisions avaient été prises par le Comité de l'aide alimentaire après l'entrée en vigueur de la présente Convention.

4 L'adhésion a lieu par le dépôt d'un instrument d'adhésion auprès du Gouvernement des Etats-Unis d'Amérique.

ARTICLE IX

Application provisoire

La Communauté économique européenne et ses Etats membres, ainsi que tout autre gouvernement d'un pays visé à l'article VI, peuvent déposer auprès du Gouvernement des Etats-Unis d'Amérique une déclaration d'application provisoire de la présente Convention, sous réserve qu'ils déposent aussi une déclaration d'application provisoire de la Convention sur le commerce du blé de 1971 Tout autre gouvernement dont la demande d'adhésion est approuvée peut aussi déposer auprès du Gouvernement des Etats-Unis d'Amérique une déclaration d'application provisoire La Communauté économique européenne et ses Etats membres, ainsi que tout gouvernement déposant une telle déclaration, appliquent provisoirement la présente Convention et sont considérés provisoirement comme y étant parties

ARTICLE X

Entrée en vigueur

1 La présente Convention entre en vigueur pour la Communauté économique européenne et ses Etats membres, ainsi que pour les gouvernements qui auront déposé des instruments de ratification, d'acceptation, d'approbation, de conclusion ou d'adhésion, dans les conditions suivantes

a) le 18 juin 1971 pour toutes les dispositions autres que l'article II,

b) le 1er juillet 1971 pour l'article II,

sous réserve que la Communauté économique européenne et ses Etats membres, ainsi que tous les autres gouvernements nommés au paragraphe 1 de l'article VI aient déposé de tels instruments ou une déclaration d'application provisoire au 17 juin 1971 et que la Convention sur le commerce du blé de 1971 soit en vigueur La présente Convention entre en vigueur, pour tout autre gouvernement qui dépose un instrument de ratification, d'acceptation, d'approbation, de conclusion ou d'adhésion après l'entrée en vigueur de la Convention, à la date dudit dépôt

2 Si la présente Convention n'entre pas en vigueur conformément aux dispositions du paragraphe 1 du présent article, les gouvernements qui, au 18 juin 1971, auront déposé des instruments de ratification, d'acceptation, d'approbation, de conclusion ou d'adhésion, ou des déclarations d'application provisoire, pourront décider d'un commun accord qu'elle entrera en vigueur entre les gouvernements qui ont déposé des instruments de ratification, d'acceptation, d'approbation, de conclusion ou d'adhésion à condition que la Convention sur le commerce du blé de 1971 soit en vigueur ou bien pourront prendre toutes autres mesures que la situation leur paraîtra exiger

ARTICLE XI

Durée

La présente Convention restera en vigueur pour une période de trois ans à compter de la date d'entrée en vigueur de l'article II de ladite Convention.

ARTICLE XII

Notification par le gouvernement dépositaire

Le Gouvernement des Etats-Unis d'Amérique, en qualité de gouvernement dépositaire, notifiera à toutes les parties signataires et adhérentes toute signature, toute ratification, toute acceptation, toute approbation, toute conclusion, toute application provisoire de la présente Convention et toute adhésion à ladite Convention.

ARTICLE XIII

Copie certifiée conforme de la Convention

Le plus tôt possible après l'entrée en vigueur définitive de la présente Convention, le gouvernement dépositaire adressera une copie certifiée conforme de ladite Convention en langues anglaise, espagnole, française et russe au Secrétaire général de l'Organisation des Nations Unies pour enregistrement conformément à l'Article 102 de la Charte des Nations Unies Tout amendement à la présente Convention sera pareillement communiqué au Secrétaire général de l'Organisation des Nations Unies

ARTICLE XIV

Rapports entre le Préambule et la Convention

La présente Convention comprend le Préambule de l'Accord international sur le blé de 1971.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs gouvernements ou leurs autorités respectifs, ont signé la présente Convention aux dates figurant en regard de leur signature.

Les textes de la présente Convention en langues anglaise, espagnole, française et russe font également foi. Les originaux seront déposés dans les archives du Gouvernement des Etats-Unis d'Amérique, qui en transmettra des copies certifiées conformes à toutes les parties signataires et adhérentes

КОНВЕНЦИЯ ПО ОКАЗАНИЮ ПРОДОЛЬСТВЕННОЙ ПОМОЩИ 1971 ГОДА

Статья I

Цель

Целью настоящей Конвенции является проведение в жизнь программы продовольственной помощи развивающимся странам за счет поступивших взносов.

Статья II

Международная продовольственная помощь

1) Страны-участницы настоящей Конвенции согласны предоставить в качестве продовольственной помощи развивающимся странам пшеницу, необработанное зерно или продукты из него, пригодные для потребления людьми и приемлемого сорта и качества, или их эквивалент в валюте, в минимальном ежегодном объеме, указанном ниже в пункте 2.

2) Минимальный ежегодный взнос каждой страны-участницы настоящей Конвенции устанавливается в следующем размере:

	Метрич.тонны
Аргентина	23 000
Австралия	225 000
Европейское экономическое сообщество	1 035 000
Канада	495 000
Соединенные Штаты Америки	1 890 000
Швейцария	32 000
Швеция	35 000
Финляндия	14 000
Япония	225 000

3) В целях осуществления этой Конвенции любая страна, подписавшая настоящую Конвенцию в соответствии с пунктом 2 статьи VI или присоединившаяся к настоящей Конвенции в соответствии с пунктом 2 или 3 статьи VIII, будет считаться поименованной в пункте 2 статьи II с указанием минимального вклада этой страны, определенного согласно соответствующим положениям статьи VI или статьи VIII.

4) Взнос страны, производящей его полностью или частично в валюте, должен определяться из расчета I,73 долл. США за бушель пшеницы по общему объему, определенному для этой страны (или той его части, которая не вносится зерном).

5) Продовольственная помощь зерном производится на следующих условиях:

a) продажа с оплатой в валюте импортирующей страны, которая не обратима в валюту, товары или услуги, могущие быть использованы в стране-участнице Конвенции*/;

b) предоставление зерна в качестве дара или предоставление валюты в качестве дара для покупки зерна импортирующей страной; или

c) продажа в кредит, при которой погашение долга осуществляется небольшими ежегодными взносами в течение двадцати или более лет по процентной ставке ниже существующей в данное время коммерческой ставки на мировых рынках**/, при условии, что продовольственная помощь зерном будет предоставляться в максимально возможной степени на условиях, изложенных в подпунктах "a" и "в" выше.

*/ При особых обстоятельствах может быть сделано исключение, но не более I0%.

**/ В соглашении о продаже в кредит может быть предусмотрена первоначальная выплата при поставке товара в размере до I5% от общей стоимости.

6) Закупки зерна должны производиться у стран-участниц.

7) При использовании денежных фондов, предоставленных в дар, особое внимание должно уделяться содействию экспорта зерна из развивающихся стран-участниц Конвенции. Для этой цели развивающимся странам предоставляется приоритет, с тем чтобы не менее 35% взноса в валюте для покупки зерна для оказания продовольственной помощи или та часть взноса, которая требуется для покупки 200 000 метрических тонн зерна, использовались для покупки зерна, произведенного в развивающихся странах-участницах.

8) Взносы зерном осуществляются странами, оказывающими помощь, на условиях фоб срочные сделки.

9) Страны-участницы настоящей Конвенции могут в связи со своими взносами в программу продовольственной помощи указывать страну-получателя или страны-получатели этой помощи.

10) Страны-участницы настоящей Конвенции могут производить свои взносы через какую-либо международную организацию или на двусторонней основе. Однако, в соответствии с рекомендацией, содержащейся в пункте 3 резолюции 2682(XXV) Генеральной Ассамблеи Организации Объединенных Наций, они должны полностью учитывать преимущества направления большей доли продовольственной помощи по многосторонним каналам и должны, в частности, прибегать к услугам Мировой продовольственной программы.

Статья III

Комитет по продовольственной помощи

I) Учреждается Комитет по продовольственной помощи в составе представителей стран, указанных в пункте 2 статьи II настоящей Конвенции, а также других стран, которые становятся участницами настоящей Конвенции. Комитет назначает председателя и заместителя председателя.

2) Комитет может, когда он сочтет целесообразным, приглашать для участия в его работе в качестве наблюдателей представителей секретариатов других международных организаций, членский состав которых ограничивается правительствами стран, являющихся также членами Организации Объединенных Наций или ее специализированных учреждений.

3) Комитет будет·

a) регулярно получать доклады от стран-участниц относительно объема, характера, направления и условий их взносов по оказанию продовольственной помощи в соответствии с настоящей Конвенцией;

b) контролировать закупки зерновых, финансируемые из денежных взносов, особо учитывая при этом обязательство, предусмотренное в пункте 7 статьи II относительно закупок зерновых в развивающихся странах-участницах Конвенции.

4) Комитет будет·

a) рассматривать, как выполняются обязательства по программе продовольственной помощи;

b) регулярно проводить обмен информацией по вопросам осуществления мер по оказанию продовольственной помощи согласно настоящей Конвенции и, в частности,

при наличии соответствующей информации, относительно их влияния на производство продовольственных товаров в странах, получающих помощь. Комитет, когда это необходимо, представляет доклады.

5) Для целей, предусмотренных в пункте 4 настоящей статьи, Комитет может получать информацию от стран, получающих помощь, и проводить с ними консультации.

Статья IV

Административные положения

Комитет по продовольственной помощи, учрежденный согласно положениям статьи III, пользуется услугами секретариата Международного совета по пшенице при выполнении таких административных функций, которые может потребовать Комитет, включая подготовку и распространение документации и докладов.

Статья V

Нарушения и споры

В случае возникновения споров относительно толкования или применения настоящей Конвенции или нарушения обязательств, предусмотренных настоящей Конвенцией, созывается Комитет по продовольственной помощи, который рассматривает споры и принимает соответствующее решение.

Статья VI

Подписание

I) Настоящая Конвенция будет открыта для подписания в Вашингтоне с 29 марта 1971 года по 3 мая 1971 года включительно правительствами Автралии, Аргентины, Канады,

Соединенных Штатов Америки, Финляндии, Швейцарии, Швеции и Японии, а также Европейским экономическим сообществом и его государствами-членами при условии подписания ими настоящей Конвенции и Конвенции по торговле пшеницей 1971 года.

2) Настоящая Конвенция будет открыта также, на тех же условиях, для подписания странами-участницами Конвенции по оказанию продовольственной помощи 1967 года, которые не перечислены в пункте I настоящей статьи, в случае если их взносы будут по крайней мере равны взносам, которые они обязались внести согласно Конвенции по оказанию продовольственной помощи 1967 года.

Статья VII

Ратификация, принятие или одобрение

Настоящая Конвенция подлежит ратификации, принятию или одобрению каждой из подписавших ее сторон в соответствии с принятыми в этих странах конституционными или административными процедурами при условии, что она также ратифицирует, примет или одобрит Конвенцию по торговле пшеницей 1971 года. Акты о ратификации, принятии, одобрении или заключении сдаются на хранение правительству Соединенных Штатов Америки не позднее 17 июня 1971 года, за исключением тех случаев, когда Комитет по продовольственной помощи предоставляет одну отсрочку или более какой-либо подписавшей стороне,которая не сдала на хранение к этому сроку свой акт о ратификации, принятии, одобрении или заключении.

Статья VIII

Присоединение

I) Настоящая Конвенция открыта для присоединения к ней Европейского экономического сообщества и его государств-членов или правительства любой страны, упомянутой в статье VI, при условии, что это правительство также присоединится к Конвенции по торговле пшеницей I97I года, и при условии, далее, что в том, что касается правительств, на которые делается ссылка в пункте 2 статьи VI, их взносы будут по крайней мере равными взносам, которые они обязались внести согласно Конвенции по оказанию продовольственной помощи I967 года. Акты о присоединении в соответствии с настоящим пунктом сдаются на хранение не позднее I7 июня I97I года, за исключением тех случаев, когда Комитет по продовольственной помощи предоставляет одну отсрочку или более какому-либо правительству, которое не сдало на хранение к этому сроку свой акт о присоединении.

2) Комитет по продовольственной помощи может одобрить присоединение к настоящей Конвенции в качестве донора правительства любого государства-члена Организации Объединенных Наций или ее специализированных учреждений и определить условия такого присоединения.

3) Если любое такое правительство, не упомянутое в статье VI, пожелает заявить о своем присоединении к настоящей Конвенции в период между окончанием срока, определенного для подписания, и вступлением в силу настоящей Конвенции, то стороны, подписавшие Конвенцию, могут одобрить присоединение на условиях, которые будут признаны

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ими соответствующими. Такое одобрение и такие условия будут иметь такую же силу, согласно настоящей Конвенции, как если бы эти решения были приняты Комитетом по продовольственной помощи после вступления в силу настоящей Конвенции.

4) Присоединение осуществляется посредством сдачи на хранение акта о присоединении Правительству Соединенных Штатов Америки.

Статья IX

Временное применение

Европейское экономическое сообщество и его государства-члены, а также правительство любой страны, упомянутой в статье VI, могут сдать на хранение Правительству Соединенных Штатов Америки декларацию о временном применении настоящей Конвенции по торговле пшеницей 1971 года. Любое другое правительство, чья декларация о присоединении одобрена, может также сдать на хранение Правительству Соединенных Штатов Америки декларацию о временном применении. Европейское экономическое сообщество и его государства-члены, а также любое правительство, депонирующее такую декларацию, временно применяют настоящую Конвенцию и временно рассматриваются как стороны Конвенции.

Статья X

Вступление в силу

1) Настоящая Конвенция вступает в силу для Европейского экономического сообщества и его государств-членов, а также для тех правительств, которые сдадут на хранение акты о ратификации, принятии, одобрении, заключении или присоединении, в следующем порядке:

a) 18 июня 1971 года в отношении всех положений, кроме положений статьи II; и

b) 1 июля 1971 года в отношении статьи II;

при условии, что Европейское экономическое сообщество и его государства-члены, так же как и все другие страны, перечисленные в пункте 1 статьи VI, к 17 июня 1971 года сдадут на хранение эти акты или заявления о временном применении, и при условии вступления в силу Конвенции по торговле пшеницей 1971 года. Настоящая Конвенция вступает в силу для любого другого правительства, которое сдаст на хранение акт о ратификации, принятии, одобрении, заключении или присоединении после вступления в силу Конвенции в дату сдачи на хранение указанных актов.

2) Если настоящая Конвенция не вступит в силу в соответствии с положением пункта 1 настоящей статьи, то правительства, которые к 18 июня 1971 года сдадут на хранение акты о ратификации, принятии, одобрении, заключении или присоединении или заявлении о временном применении, могут по взаимной договоренности решить, что Конвенция вступает в силу для тех правительств, которые сдали на хранение акты о ратификации, принятии, одобрении, заключении или присоединении при условии вступления в силу Конвенции по торговле пшеницей 1971 года, или они могут принять какие-либо другие меры, которых по их мнению, требует обстановка.

Статья XI

Срок действия

Настоящая Конвенция остается в силе в течение трех лет с даты вступления в силу Статьи II этой Конвенции.

Статья XII

Нотификация правительства страны-депозитария

Правительство Соединенных Штатов Америки в качестве правительства страны депозитария будет сообщать всем Сторонам, подписавшим Конвенцию и присоединившимся к ней, о каждом подписании, ратификации, принятии, одобрении, заключении, временном применении или присоединении к настоящей Конвенции.

Статья XIII

Заверенная копия Конвенции

В кратчайший срок после окончательного вступления в силу настоящей Конвенции правительство-депозитарий посылает заверенную копию текста настоящей Конвенции на английском, испанском, русском и французском языках Генеральному Секретарю Организации Объединенных Наций для регистрации в соответствии с положениями статьи 102 Устава Организации Объединенных Наций. В таком же порядке сообщаются все изменения к настоящей Конвенции.

Статья XIV

Отношение преамбулы к Конвенции

Настоящая Конвенция включает преамбулу Международного соглашения по пшенице 1971 года.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, будучи должным образом на то уполномочены своими соответствующими правительствами или органами власти, подписали настоящую Конвенцию в даты, указанные против их подписей.

Тексты настоящей Конвенции на английском, испанском, русском и французском языках являются равно аутентичными. Подлинники сдаются на хранение в архивы правительства Соединенных Штатов Америки, которое рассылает заверенные копии каждой подписавшей и присоединившейся Стороне.

CONVENIO SOBRE LA AYUDA ALIMENTARIA, 1971

ARTICULO I

Finalidad

El presente Convenio tiene por finalidad llevar a cabo un programa de ayuda alimentaria en beneficio de los países en desarrollo, mediante las aportaciones que se reciban.

ARTICULO II

Ayuda alimentaria internacional

1) Los países partes en el presente Convenio se comprometen a hacer aportaciones de trigo, cereales secundarios o sus productos derivados, adecuados para el consumo humano y de un tipo y calidad aceptables, o su equivalente en efectivo, por las cuantías anuales mínimas especificadas en el párrafo 2) que sigue.

2) La aportación anual mínima de cada país parte en el presente Convenio se fija del modo siguiente:

	Toneladas métricas
Argentina	23.000
Australia	225.000
Canadá	495.000
Comunidad Económica Europea	1.035.000
Estados Unidos de América	1.890.000
Finlandia	14.000
Japón	225.000
Suecia	35.000
Suiza	32.000

3) A los efectos de la aplicación del presente Convenio, todo país que lo firme en virtud del párrafo 2) del artículo VI, que se adhiera a él en virtud del párrafo 2) ó 3) del artículo VIII o que deposite una declaración de aplicación provisional en virtud del artículo IX se considerará enumerado en el párrafo 2) del artículo II junto con la aportación mínima que se le asigne con arreglo a las disposiciones pertinentes del artículo VI o del artículo VIII.

4) Cuando la aportación de un país al programa se realice total o parcialmente en efectivo, se calculará evaluando la cantidad correspondiente a dicho país (o la proporción de dicha cantidad no aportada en cereales) a razón de 1,73 dólares de los Estados Unidos por bushel.

5) La ayuda alimentaria en forma de cereales podrá adoptar las modalidades siguientes:

a) Ventas pagaderas en moneda del país importador, que no sea transferible ni convertible en moneda o en bienes y servicios utilizables por el país miembro*;

b) Donativos en cereales o en efectivo destinados a la adquisición de cereales para el país importador;

c) Ventas a crédito pagaderas en plazos anuales razonables a lo large de períodos de 20 o más años y con

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* En circunstancias excepcionales, podrá concederse una excepción no superior al 10%.

tipos de interés inferiores a los tipos comerciales que prevalezcan en los mercados mundiales*, quedando entendido que la ayuda alimentaria en forma de cereales adoptará en la mayor medida posible las modalidades indicadas en los apartados a) y b) supra.

6) Los cereales se comprarán a los países participantes.

7) Al utilizar los fondos concedidos se procurará de modo particular facilitar las exportaciones de cereales de los países en desarrollo participantes. Para este fin, se establecerá un orden de prioridades, de manera que el 35% por lo menos de la aportación en efectivo destinada a la adquisición de cereales en concepto de ayuda alimentaria, o la parte de dicha aportación necesaria par adquirir 200.000 toneladas métricas, se utilice para comprar cereales producidos en países en desarrollo participantes.

8) Los países donantes situarán sus aportaciones en cereales f.o.b. para entrega futura.

9) Los países partes en el presente Convenio podrán, por lo que respecta a su aportación al programa de ayuda alimentaria, designar un país o países beneficiarios.

10) Los países partes en el presente Convenio podrán hacer su aportación por conducto de una organización internacional o de modo bilateral. No obstante, de

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* En el acuerdo sobre las ventas a crédito se podrá estipular el pago de hasta el 15% del precio total en el momento de la entrega del cereal.

conformidad con la recomendación formulada en el párrafo 3) de la resolución 2682 (XXV) de la Asamblea General de las Naciones Unidas, considerarán detenidamente las ventajas de encauzar una mayor proporción de la ayuda alimentaria por conductos multilaterales y concederán especial importancia a la utilización del Programa Mundial de Alimentos.

ARTICULO III

Comité de Ayuda Alimentaria

1) Se constituirá un Comité de Ayuda Alimentaria integrado por los países que figuran en el párrafo 2) del artículo II del presente Convenio y por los que entren a formar parte de este Convenio. El Comité nombrará a un presidente y un vicepresidente.

2) Cuando sea conveniente, el Comité podrá invitar a que asistan a sus reuniones, en calidad de observadores, a representantes de las secretarías de otras organizaciones internacionales, cuya composición se limite a los gobiernos que son también Miembros de las Naciones Unidas o de sus organismos especializados.

3) El Comité:

a) recibirá regularmente de los países miembros informes sobre la cantidad, la composición, las modalidades de distribución y las condiciones de la ayuda alimentaria que prestan con arreglo al presente Convenio;

b) se mantendrá al tanto de las compras de cereales costeadas por medio de aportaciones en efectivo, teniendo en cuenta especialmente la obligación que figura en el párrafo 7) del artículo II, relativa a las compras de cereales a los países en desarrollo participantes.

4) El Comité:

a) examinará la forma en que se han cumplido las obligaciones contraídas en virtud del programa de ayuda alimentaria;

b) efectuará un intercambio regular de informaciones acerca de la aplicación de los acuerdos de ayuda alimentaria concertados en virtud del Convenio y en particular, cuando se disponga de datos pertinentes, sobre sus efectos en la producción de alimentos de los países beneficiarios.

El Comité presentará un informe, cuando proceda.

5) Para los fines del párrafo 4) del presente artículo, el Comité recibirá informaciones de los países beneficiarios y podrá celebrar consultas con ellos.

ARTICULO IV

Disposiciones administrativas

El Comité de Ayuda Alimentaria, establecido con arreglo a lo dispuesto en el artículo III, utilizará los servicios de la Secretaría del Consejo Internacional del Trigo en el cumplimiento de las tareas administrativas que pueda encargarle el Comité, entre ellas la preparación y distribución de documentos e informes.

ARTICULO V

Controversias e incumplimiento de obligaciones

En el caso de una controversia relativa a la interpretación o aplicación del presente Convenio o en el de incumplimiento de obligaciones contraídas en virtud del presente Convenio, el Comité de Ayuda Alimentaria se reunirá para tomar las medidas oportunas.

ARTICULO VI

Firma

1) El presente Convenio quedará abierto a la firma de los Gobiernos de Argentina, Australia, Canadá, Estados Unidos de América, Finlandia, Japón, Suecia y Suiza, así como de la Comunidad Económica Europea y de sus Estados miembros, en Wáshington, desde el 29 de marzo de 1971 hasta el 3 de mayo de 1971 inclusive, siempre que dichos países firmen tanto el presente Convenio como el Convenio sobre el Comercio del Trigo, 1971.

2) El presente Convenio quedará igualmente abierto, en las mismas condiciones, a la firma de los países signatarios del Convenio sobre la Ayuda Alimentaria de 1967, no enumerados en el párrafo 1) del presente artículo, siempre que su aportación sea igual, por lo menos, a la que convinieron efectuar en el Convenio sobre la Ayuda Alimentaria de 1967.

ARTICULO VII

Ratificación, aceptación o aprobación

El presente Convenio estará sujeto a la ratificación, aceptación o aprobación de cada uno de los signatarios, de conformidad con sus respectivos procedimientos constitucionales o institucionales, siempre que ratifique, acepte o apruebe asimismo el Convenio sobre el Comercio del Trigo, 1971. Los instrumentos de ratificación, aceptación, aprobación o conclusión se depositarán en poder del Gobierno de los Estados Unidos de América, a más tardar el 17 de junio de 1971, quedando entendido que el Comité de Ayuda Alimentaria podrá conceder una o varias prórrogas a un signatario que no haya depositado su instrumento de ratificación, aceptación, aprobación o conclusión en la fecha indicada.

ARTICULO VIII

Adhesión

1) El presente Convenio quedará abierto a la adhesión de la Comunidad Económica Europea y de sus Estados miembros o de cualquier otro gobierno mencionado en el artículo VI, siempre que dicho gobierno se adhiera también al Convenio sobre el Comercio del Trigo, 1971 y que en el caso de los gobiernos mencionados en el párrafo 2) del artículo VI su aportación sea igual, por lo menos, a la que convinieron efectuar en el Convenio sobre la Ayuda Alimentaria de 1967. Los instrumentos de adhesión correspondientes se depositarán

a más tardar el 17 de junio de 1971, quedando entendido que el Comité de Ayuda Alimentaria podrá conceder una o varias prórrogas a cualquier gobierno que no haya depositado su instrumento de adhesión en la fecha indicada.

2) El Comité de Ayuda Alimentaria podrá aprobar la adhesión al presente Convenio, como donante, del gobierno de todo Estado Miembro de las Naciones Unidas o de sus organismos especializados en las condiciones que el Comité considere apropiadas.

3) Si alguno de estos gobiernos, que no se menciona en el artículo VI, solicita su adhesión al presente Convenio entre el término del período fijado para la firma y la entrada en vigor de este Convenio, los signatarios del mismo podrán aprobar la adhesión en las condiciones que ellos consideren apropiadas. Tal aprobación y tales condiciones serán tan válidas con arreglo al presente Convenio como si el Comité de Ayuda Alimentaria hubiera tomado la decisión después de la entrada en vigor del presente Convenio.

4) La adhesión se llevará a efecto depositando un instrumento de adhesión en poder del Gobierno de los Estados Unidos de América.

ARTICULO IX

Aplicación provisional

La Comunidad Económica Europea y sus Estados miembros y el gobierno de cualquier otro país mencionado en el

artículo VI podrán depositar en poder del Gobierno de los Estados Unidos de América una declaración de aplicación provisional del presente Convenio, siempre que depositen también una declaración de aplicación provisional del Convenio sobre el Comercio del Trigo, 1971. Cualquier otro gobierno cuya solicitud de adhesión sea aprobada podrá asimismo depositar en poder del Gobierno de los Estados Unidos de América una declaración de aplicación provisional. La Comunidad Económica Europea y sus Estados miembros, así como cualquier gobierno que deposite tal declaración, aplicarán provisionalmente el presente Convenio y serán considerados provisionalmente como partes en el mismo.

ARTICULO X

Entrada en vigor

1) El presente Convenio entrará en vigor para la Comunidad Económica Europea y sus Estados miembros y aquellos gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación, conclusión o adhesión de la manera siguiente:

a) el 18 de junio de 1971, respecto de todas las disposiciones, salvo el artículo II, y

b) el 1º de julio de 1971, respecto del artículo II, siempre que la Comunidad Económica Europea y sus Estados miembros y todos los demás gobiernos mencionados en el párrafo 1) del artículo VI hayan depositado dichos instrumentos o una declaración de aplicación provisional, a más tardar el

17 de junio de 1971, y que el Convenio sobre el Comercio del Trigo, 1971 esté en vigor. Para cualquier otro gobierno que deposite un instrumento de ratificación, aceptación, aprobación, conclusión o adhesión después de que el Convenio haya entrado en vigor, el presente Convenio entrará en vigor en la fecha en que se haya efectuado dicho depósito.

2) Si el presente Convenio no entra en vigor de conformidad con lo dispuesto en el párrafo 1) del presente artículo, los gobiernos que al 18 de junio de 1971 hayan depositado instrumentos de ratificación, aceptación, aprobación, conclusión o adhesión, o declaraciones de aplicación provisional, podrán decidir de común acuerdo que el mismo entrará en vigor entre aquellos gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación, conclusión o adhesión, siempre que el Convenio sobre el Comercio del Trigo, 1971 esté en vigor, o podrán tomar cualquier otra decisión que, a su parecer, requiera la situación.

ARTICULO XI

Duración

El presente Convenio tendrá un período de vigencia de tres años a partir de la entrada en vigor del artículo II de este Convenio.

ARTICULO XII

Notificación del Gobierno depositario

El Gobierno de los Estados Unidos de América, en su calidad de Gobierno depositario, notificará a todas las

partes signatarias y a todas las partes que se hayan adherido, toda firma, ratificación, aceptación, aprobación, conclusión o aplicación provisional del presente Convenio, y toda adhesión al mismo.

ARTICULO XIII

Copia certificado del Convenio

Tan pronto como sea posible después de la entrada en vigor definitiva del presente Convenio, el Gobierno depositario enviará copia certificada del Convenio en los idiomas español, francés, inglés y ruso al Secretario General de las Naciones Unidas para que lo registre con arreglo a lo dispuesto en el Artículo 102 de la Carta de las Naciones Unidas. Toda enmienda al presente Convenio se comunicará de la misma manera al Secretario General de las Naciones Unidas.

ARTICULO XIV

Relación entre el Preámbulo y el Convenio

El presente Convenio comprende el Preámbulo del Convenio Internacional del Trigo, 1971.

EN FE DE LO CUAL, los infrascritos, debidamente autorizados a este efecto por sus respectivos gobiernos o autoridades, han firmado este Convenio en las fechas que aparecen frente a sus firmas.

Los textos del presente Convenio, en los idiomas español, francés, inglés y ruso, serán todos igualmente auténticos, quedando los originales depositados en los archivos del Gobierno de los Estados Unidos de América, quien transmitirá copia certificada de los mismos a cada uno de los signatarios y de las partes que se adhieran.

FOR ARGENTINA:
POUR L'ARGENTINE:
ЗА АРГЕНТИНУ:
POR LA ARGENTINA:

May 3rd, 1971

FOR AUSTRALIA:
POUR L'AUSTRALIE:
ЗА АВСТРАЛИЮ:
POR AUSTRALIA:

29 April 1971

FOR BELGIUM:
POUR LA BELGIQUE:
ЗА БЕЛЬГИЮ:
POR BELGICA:

May 3. 1971

FOR CANADA:
POUR LE CANADA:
ЗА КАНАДУ:
POR EL CANADA:

May 3, 1971.

FOR DENMARK:
POUR LE DANEMARK:
ЗА ДАНИЮ:
POR DINAMARCA:

FOR THE EUROPEAN ECONOMIC COMMUNITY:
POUR LA COMMUNAUTE ECONOMIQUE EUROPEENNE:
ЗА ЕВРОПЕЙСКОЕ ЭКОНОМИЧЕСКОЕ СООБЩЕСТВО:
POR LA COMUNIDAD ECONOMICA EUROPEA:

3 mai 1971

FOR FINLAND:
POUR LA FINLANDE:
ЗА ФИНЛЯНДИЮ:
POR FINLANDIA:

FOR FRANCE:
POUR LA FRANCE:
ЗА ФРАНЦИЮ:
POR FRANCIA:

May 3rd 1971

FOR THE FEDERAL REPUBLIC OF GERMANY:
POUR LA REPUBLIQUE FEDERALE D'ALLEMAGNE:
ЗА ФЕДЕРАТИВНУЮ РЕСПУБЛИКУ ГЕРМАНИИ:
POR LA REPUBLICA FEDERAL DE ALEMANIA:

3. May 1971

FOR ITALY:
POUR L'ITALIE:
ЗА ИТАЛИЮ:
POR ITALIA:

May 3, 1971

FOR JAPAN:
POUR LE JAPON:
ЗА ЯПОНИЮ:
POR EL JAPON:

With a reservation to Article II

April 30, 1971

FOR LUXEMBOURG:
POUR LE LUXEMBOURG:
ЗА ЛЮКСЕМБУРГ:
POR LUXEMBURGO:

May 3 1971

TIAS 7144

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FOR THE KINGDOM OF THE NETHERLANDS:
POUR LE ROYAUME DES PAYS-BAS:
ЗА КОРОЛЕВСТВО НИДЕРЛАНДОВ:
POR EL REINO DE LOS PAISES BAJOS:

May 3d 1971

FOR NORWAY:
POUR LA NORVEGE:
ЗА НОРВЕГИЮ:
POR NORUEGA:

FOR SWEDEN:
POUR LA SUEDE:
ЗА ШВЕЦИЮ:
POR SUECIA:

May 3, 1971.

FOR SWITZERLAND:
POUR LA SUISSE:
ЗА ШВЕЙЦАРИЮ:
POR SUIZA:

3 mai 1971.

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:
ЗА СОЕДИНЕННОЕ КОРОЛЕВСТВО ВЕЛИКОБРИТАНИИ И СЕВЕРНОЙ ИРЛАНДИИ:
POR EL REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE:

FOR THE UNITED STATES OF AMERICA:
POUR LES ETATS-UNIS D'AMERIQUE:
ЗА СОЕДИНЕННЫЕ ШТАТЫ АМЕРИКИ:
POR LOS ESTADOS UNIDOS DE AMERICA:

Clifford M. Hardin April 14, 1971

TIAS 7144

I CERTIFY THAT the foregoing is a true copy of the International Wheat Agreement, 1971 – consisting of the Wheat Trade Convention 1971, and the Food Aid Convention 1971 – formulated at the United Nations Wheat Conference, 1971, held at Geneva from January 18, 1971 to February 20, 1971, and open for signature in the English, French, Russian, and Spanish languages at Washington from March 29, 1971, until and including May 3, 1971, the original of which is deposited in the archives of the Government of the United States of America.

IN TESTIMONY WHEREOF, I, WILLIAM P. ROGERS, Secretary of State of the United States of America, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Authentication Officer of the said Department, at the city of Washington, in the District of Columbia, this tenth day of May, 1971.

WILLIAM P. ROGERS
Secretary of State

[SEAL]

By BARBARA HARTMAN
Authentication Officer
Department of State

Note by the Department of State

INTERNATIONAL WHEAT AGREEMENT 1971

Signatories to Wheat Trade Convention 1971
Open for signature at Washington
March 29 – May 3, 1971

FOR ALGERIA:

FOR ARGENTINA:

PEDRO E. REAL — May 3rd, 1971

FOR AUSTRALIA:

J. PLIMSOLL — 29 April 1971

FOR AUSTRIA:

GRUBER — April 28. 1971

FOR BARBADOS:

FOR BELGIUM:

WALTER LORIDAN — May 3. 1971

FOR BOLIVIA:

A. S. DE LOZADA — 3 de mayo de 1971

FOR BRAZIL:

FOR BULGARIA:

FOR CANADA:

M CADIEUX. — May 3, 1971.

FOR CEYLON:

FOR THE REPUBLIC OF CHINA:

MARTIN WONG. — April 27, 1971.

FOR COLOMBIA:

FOR COSTA RICA:

FOR CUBA:

D ROHAL-ILKIV — 27. IV. 1971

FOR DENMARK:

HANS J. CHRISTENSEN — Mai 3 – 1971

FOR THE DOMINICAN REPUBLIC:

FOR ECUADOR:

C. MANTILLA-O — 5/3/71

FOR EL SALVADOR:

FOR THE EUROPEAN ECONOMIC COMMUNITY:

L G RABOT — mai 3 1971

FOR FINLAND:

FOR FRANCE:

CHARLES LUCET — May 3rd 1971

FOR THE FEDERAL REPUBLIC OF GERMANY:

ROLF PAULS — May 3. 1971.

FOR GREECE:

FOR GUATEMALA:

FOR INDIA:

L. K. JHA — 3rd May 1971

FOR INDONESIA:

FOR IRAN:

FOR IRELAND:

FOR ISRAEL:

M. MEIRAV — April 28, 1971

FOR ITALY:

EGIDIO ORTONA — May 3, '71

FOR JAPAN:

N. USHIBA — April 30, 1971

FOR KENYA:

FOR THE REPUBLIC OF KOREA:

DONGJO KIM — May 3rd, 1971

FOR KUWAIT:

FOR LEBANON:

FOR LIBYA:

FOR LUXEMBOURG:

JEAN WAGNER — May 3, 1971

FOR MALTA:

FOR MAURITIUS:

FOR MEXICO:

FOR MOROCCO:

FOR THE KINGDOM OF THE NETHERLANDS:

R. B. VAN LYNDEN — May 3d 1971

FOR NIGERIA:

FOR NORWAY:

ARNE GUNNENG — May 3, 1971

FOR PAKISTAN:

A HILALY — 30 April 1971

FOR PANAMA:

J A DE LA OSSA — 3 May 1971

FOR PERU:

F BERCKEMEYER — 3 May 1971

FOR PORTUGAL:

VASCO VIEIRA GARIN — 30th April 1971

FOR SAUDI ARABIA:

IBRAHIM AL-SOWAYEL [Romanization] — April 27 1971

FOR SOUTH AFRICA:

FOR SPAIN:

ARGUELLES — 3 - V - 1971

FOR SWEDEN:

HUBERT DE BESCHE — May 3, 1971

FOR SWITZERLAND:

F. SCHNYDER — 3 Mai 1971

FOR THE SYRIAN ARAB REPUBLIC:

RAFIC JOUÉJATI — 1st May 1971

FOR TRINIDAD AND TOBAGO:

FOR TUNISIA:

S EL GOULLI — 4-30-71

FOR TURKEY:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

FOR THE UNITED ARAB REPUBLIC:

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

CROMER — April 26th 1971

FOR THE UNITED STATES OF AMERICA:

CLIFFORD M. HARDIN — April 14, 1971

FOR URUGUAY:

FOR THE VATICAN CITY STATE:

LUIGI RAIMONDI — April 30, 1971

FOR VENEZUELA:

INTERNATIONAL WHEAT AGREEMENT 1971

Signatories to Food Aid Convention 1971
Open for signature at Washington
March 29 – May 3, 1971

FOR ARGENTINA:

PEDRO E. REAL — May 3rd, 1971

FOR AUSTRALIA:

J. PLIMSOLL — 29 April 1971

FOR BELGIUM:

WALTER LORIDAN — May 3. 1971

FOR CANADA:

M CADIEUX. — May 3, 1971.

FOR DENMARK:

FOR THE EUROPEAN ECONOMIC COMMUNITY:

L G RABOT — 3 mai 1971

FOR FINLAND:

FOR FRANCE:

CHARLES LUCET — May 3rd 1971

FOR THE FEDERAL REPUBLIC OF GERMANY:

ROLF PAULS — 3 May 1971

FOR ITALY:

EGIDIO ORTONA — May 3, 1971

FOR JAPAN:

With a reservation to Article II
N. USHIBA — April 30, 1971

FOR LUXEMBOURG:

JEAN WAGNER — May 3 1971

FOR THE KINGDOM OF THE NETHERLANDS:

R B VAN LYNDEN — May 3d 1971

FOR NORWAY:

FOR SWEDEN:

HUBERT DE BESCHE — May 3, 1971.

FOR SWITZERLAND:

F. SCHNYDER 3 mai 1971.

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

FOR THE UNITED STATES OF AMERICA:

CLIFFORD M. HARDIN April 14, 1971

BOTSWANA

Peace Corps

Agreement effected by exchange of notes
Signed at Gaborone May 14, 1971;
Entered into force May 14, 1971.

The American Chargé d'Affaires ad interim to the President of the Republic of Botswana

No. 14

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in Botswana.

1. The Government of the United States will furnish such Peace Corps volunteers as may be requested by the Government of Botswana and approved by the Government of the United States to perform mutually agreed tasks in Botswana. The Government of the United States will provide training to enable the volunteers to perform more effectively their agreed tasks. The Government of Botswana will bear such share of the costs of the Peace Corps program incurred in Botswana as our two Governments may agree shall be contributed by it.

2. The Government of Botswana will accord equitable treatment to the volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Botswana; and fully consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Botswana will exempt the volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Botswana from all customs duties or other charges on their personal property introduced into Botswana for their own use at or about the time of their arrival or within six months thereafter, and from all other taxes or charges (including immigration fees) except

license fees and taxes or other charges included in the prices of equipment, supplies and services.

3. The Government of Botswana will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into Botswana or purchased prior to clearance through customs, by the Government of the United States or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement the Government of Botswana will receive a Representative of the Peace Corps, such staff of the Representative, and such personnel of the United States private organizations performing Peace Corps program functions under contract with the Government of the United States as are acceptable to the Government of Botswana. The Government of Botswana will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Botswana, and from all other taxes or charges (including immigration fees) except licence fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Botswana will exempt the Peace Corps Representative, and his staff from payment of customs duties or other charges on personal effects introduced into Botswana for their own use, as is accorded personnel of comparable rank or grade of the Embassy of the United States; provided that the aforesaid exemption in respect of customs duties shall be restricted to personal effects introduced into Botswana by the Peace Corps Representative and his staff within six months of the first arrival in Botswana of such Representative or staff, or within such further period as the Director of Customs and Excise may allow. Personal effects or other property of the Peace Corps Representative and his staff introduced into Botswana after such period shall be subject to customs duties. The Government of Botswana will accord personnel of United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal effects introduced into Botswana for their own use as is accorded volunteers hereunder.

5. The Government of Botswana will exempt from investment and deposit requirements and currency controls all funds introduced into Botswana for use under this agreement by the Government of the United States or contractors financed by it. Such funds will be convertible into currency of Botswana at the highest rate which is not unlawful in Botswana.

6. Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps volunteers and Peace Corps programs in Botswana as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

7. These undertakings may be amended from time to time by mutual consent of our two Governments.

I propose that, if these undertakings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an Agreement between our two Governments which shall become effective on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate the Agreement.

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

W. KENNEDY CROMWELL

EMBASSY OF THE UNITED STATES OF AMERICA
Gaborone, Botswana, May 14, 1971

The President of the Republic of Botswana to the American Chargé d'Affaires ad interim

REPUBLIC OF BOTSWANA

OFFICE OF THE PRESIDENT
Private Bag I
GABERONES

No. 19. 14 MAY 1971.

EXCELLENCY,

I have the honour to refer to Embassy of the United States Note No. 14, dated the 14th May, 1971, in which are made certain proposals regarding volunteers of the Peace Corps who, at the request of the Botswana Government, live and work for periods of time in Botswana; the proposals made in the Note being as follows:

"1. The Government of the United States will furnish such Peace Corps volunteers as may be requested by the Government of Botswana and approved by the Government of the United States to perform mutually agreed tasks in Botswana. The Government of the United States will provide training to enable the volunteers to perform more effectively their agreed tasks. The Government of Botswana will bear such share of the costs of the Peace Corps program incurred in Botswana as our two Governments may agree shall be contributed by it.

2. The Government of Botswana will accord equitable treatment to the volunteers and their property; afford them full aid and protection, including treatment no less favourable than that accorded generally to nationals of the United States residing in Botswana; and fully consult, and co-operate with representatives

of the Government of the United States with respect to all matters concerning them. The Government of Botswana will exempt the volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Botswana, from all customs duties or other charges on their personal property introduced into Botswana for their own use at or about the time of their arrival or within six months thereafter, and from all other taxes or charges (including immigration fees) except licence fees and taxes or other charges included in the prices of equipment, supplies and services.

3. The Government of Botswana will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into Botswana or purchased prior to clearance through customs, by the Government of the United States or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Botswana will receive a Representative of the Peace Corps, such staff of the Representative, and such personnel of the United States private organisations performing Peace Corps program functions under contract with the Government of the United States as are acceptable to the Government of Botswana. The Government of Botswana will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Botswana, and from all other taxes or charges (including immigration fees) except licence fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Botswana will exempt the Peace Corps Representative, and his staff from payment of customs duties or other charges on personal effects introduced into Botswana for their own use, as is accorded personnel of comparable rank or grade of the Embassy of the United States; provided that the aforesaid exemption in respect of customs duties shall be restricted to personal effects introduced into Botswana by the Peace Corps Representative and his staff within six months of the first arrival in Botswana of such Representative or staff, or within such further period as the Director of Customs and Excise may allow. Personal effects or other property of the Peace Corps Representative and his staff introduced into Botswana after such period shall be subject to customs duties. The Government of Botswana will accord personnel of United States private organisations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal effects introduced into Botswana for their own use as is accorded volunteers hereunder.

5. The Government of Botswana will exempt from investment and deposit requirements and currency controls all funds introduced into Botswana for use under this agreement by the Govern-

ment of the United States or contractors financed by it. Such funds will be convertible into currency of Botswana at the highest rate which is not unlawful in Botswana.

6. Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps volunteers and Peace Corps programs in Botswana as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

7. These undertakings may be amended from time to time by mutual consent of our two Governments."

I have pleasure in informing you that these undertakings are acceptable to my Government, as is the proposal that this Note and your Note No. 14 shall constitute an Agreement between our two Governments, which shall become effective on this 14th day of May, 1971, and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate the Agreement.

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

S. KHAMA

President
of the Republic of Botswana

His Excellency
MR. W. KENNEDY CROMWELL III,
Embassy of the United States of America,
Gaborone, Botswana.

TIAS 7145

66-169 O - 72 - 66

IRAN

Investment Guaranties

Agreement supplementing the agreement of September 17 and 21, 1957.
Effected by exchange of notes
Signed at Tehran March 12, 1970;
Entered into force March 12, 1970.

The American Ambassador to the Iranian Minister for Foreign Affairs

No. 175 TEHRAN, *March 12, 1970*

EXCELLENCY:

I have the honor to refer to the Agreement effected by exchange of notes of Sept. 12 and 21, 1957 [1] relating to the guaranty of private investments in Iran by United States investors, and to conversations which have recently taken place between the representatives of our two governments for the purpose of providing reciprocal investment guaranties for private investors in either of our two countries by either of our two governments.

In this respect, I have the honor to confirm the following understanding reached as a result of these conversations:

1) The Government of the United States of America agrees that with respect to the investments of Iranian nationals made within the territorial jurisdiction of the United States of America, equivalent conditions, terms and provisions as are applicable in the 1957 Agreement and this exchange of notes with respect to investments from the United States made in Iran, will apply. Upon the request of the Government of Iran, our two Governments shall exchange notes as to the implementation of this paragraph.

2) As to private investments in Iran by United States investors, it is reiterated that, in the interest of facilitating and increasing the par-

[1] Should read "Sept. 17 and 21, 1957". TIAS 3913; 8 UST 1599.

ticipation of private enterprise in furthering the economic development of Iran, the Government of the United States of America is prepared to issue investment guaranties providing such coverage as may be authorized by the applicable United States legislation for appropriate investments in activities approved by your Government provided that your Government agrees that the undertakings between our respective Governments contained in the 1957 Agreement will be applicable to all such guaranties.

3) It is understood that the provisions of the 1957 Agreement as well as those of paragraph 2) above will apply solely to United States private investors' projects or activities in Iran approved by the Government of Iran for the purpose of being guaranteed by the Government of the United States of America.

Upon receipt of a note from Your Excellency indicating that the foregoing is acceptable to the Imperial Government of Iran, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement supplementing the 1957 Agreement between our two Governments on this subject; the Agreement to enter into force on the date of your note in reply.

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

DOUGLAS MACARTHUR II

His Excellency
ARDESHIR ZAHEDI,
Minister for Foreign Affairs,
Tehran.

The Iranian Minister for Foreign Affairs to the American Ambassador

اداره مستقل
شماره ۶۷۵۲/۱۸
تاریخ ۱۳۴۸/۱۲/۲۱
پیوست

وزارت امور خارجه

جناب آقای سفیر

افتخاردارم وصول نامه شماره ۱۷۵ مورخ ۱۲ مارس ۱۹۷۰ جنابعالی بشرح زیر را :

"جناب آقای وزیر

افتخاردارم به موافقت نامه ای که ازطریق مبادله یادداشتهای مورخ ۱۷ و ۲۱ سپتامبر ۱۹۵۷ درمورد تضمین سرمایه گذاری خصوصی آمریکائیان درایران منعقدگردیده وبه مذاکراتی که اخیراً بین نمایندگان دولتین مابمنظورضمانت متقابل سرمایه گذاری خصوصی درهریك ازدوکشور بتوسط هریك ازدو دولت صورت گرفته است ـ عطف نموده وتوافق ذیل راکه درنتیجه این مذاکرات حاصل شده است تأییدکند :

۱ـ دولت ممالك متحده آمریکاموافقت دارد تضمین سرمایه گذاری اتباع ایران درقلمروممالك متحده آمریکاتوسط دولت ایران ـ براساس مواد وشرایط ومقرراتی‌که بموجب موافقت نامه سال ۱۹۵۷ راجع به سرمایه گذاری اتباع آمریکادرایران مورداجرا است وهمچنین مقررات مبادله نامه های حاضرـ بعمل‌آید . بموجب تقاضای دولت‌ایران دولتین متبوع مادرباره اجرای این بندتبادل یادداشت‌خواهند نمود .

۲ـ درباره سرمایه گذاری خصوصی آمریکائیان درایران ـ اشعار میگردد که بمنظورتسهیل‌وافزایش مشارکت سرمایه گذاری خصوصی درامر توسعه اقتصادی ایران دولت ممالك متحده آمریکا آماده است براساس مواردی که درقوانین جاری آمریکاپیش بینی شده است‌ضمانت نامه هائی برای

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سرمایه گذاری های مناسب درفعالیتهائی که مورد تصویب دولت ایران باشد صادرنماید ـ مشروط برآنکه دولت متبوع شما موافقت داشته باشد که تعهدات مندرج درموافقت نامه سال ۱۹۵۷ درمورد کلیه این ضمانت ها قابل اجرا تلقی گردد .

۳ـ طرفین تفاهم دارند که مواد موافقت نامه ۱۹۵۷ ونیزمقررات بند ۲ یادداشت حاضر ـ فقط درمورد طرحها یافعالیتهای سرمایه گذاران خصوصی آمریکائی درایران که تضمین آن ازطرف دولت آمریکا مورد تصویب دولت ایران واقع شده باشد ـ قابل اجرا خواهد بود .

پس ازدریافت یادداشت آنجناب مبنی برموافقت دولت شاهنشاهی ایران بامراتب فوق ـ دولت ممالك متحده آمریکا این یادداشت ویادداشت جوابیه جنابعالی رابعنوان مکمل موافقت نامه ۱۹۵۷ بین دولتین دراین موضوع تلقی خواهد نمود واین موافقت نامه ازتاریخ یادداشت جوابیه جنابعالی قابل اجرا خواهد بود .

باتجدید تعارفات واحترامات

سفیرممالك متحده آمریکا "

اعلام وبامفادآن موافقت نماید .

وزیرامورخارجه ـ اردشیرزاهدی

جناب آقای دوگلاس مك آرتوردوم
سفیرممالك متحده آمریکا ـ تهران

Translation

Office: Legal Division

No: 6752/18

Date: 12/21/1348 [March 12, 1970]

MINISTRY OF FOREIGN AFFAIRS

HONORABLE MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's letter No. 175 dated March 12, 1970, which is quoted below:

[For the English language text, see p. 1030.]

Noted and contents approved.

ARDESHIR ZAHEDI
Minister of Foreign Affairs

The Honorable DOUGLAS MACARTHUR II,
The Ambassador of the
United States of America,
Tehran.

GUINEA

Agricultural Commodities

Agreement signed at Conakry March 12, 1971;
Entered into force March 12, 1971.

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

The Government of the United States of America and the Government of Guinea have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III and the Convertible Local Currency Credit Annex of the Agreement signed October 18, 1967, [1] together with the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity	Maximum Export Market Value
Cotton	1971	1,500 Bales	$222, 000
Soybean/Cottonseed oil	1971	1,500 MT	541, 000
		TOTAL	$763, 000

ITEM II. Payment Terms:

Convertible Local Currency Credit

1. Initial Payment – None.
2. Number of Installment Payments – 25.
3. Amount of Each Installment Payment – approximately equal annual amounts.
4. Due Date of First Installment Payment – six years after date of last delivery of commodities in each calendar year.
5. Initial Interest Rate – 2 per cent.
6. Continuing Interest Rate – 3 per cent.

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[1] TIAS 6381; 18 UST 2887.

ITEM III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (metric tons)
Edible Vegetable Oil/Oil Seed (in oil equivalent)	1971	1, 600

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodities shall be for the United States Fiscal Year 1971 or any subsequent United States Fiscal Year during which said commodities financed under this agreement are being imported and utilized.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are: for cotton—cotton and cotton textiles; and for soybean/cottonseed oil, edible vegetable oil and oil bearing seeds.

ITEM V. Self-Help Measures:

The Government of Guinea agrees to:

1. Continue to take effective action to stabilize its economy and to guard against inflation.
2. Request the assistance of appropriate international organizations to implement studies of its agricultural programs and policy, especially of the marketing system, in order to improve efficiency and to achieve optimum production levels.
3. Establish a rice price support and improved marketing program to provide an incentive to farmers to increase rice production.
4. Accelerate applied research on food crops (principally rice and corn) to determine fertilizer requirements, to find higher yielding varieties and to formulate better crop and soil management practices.
5. Strengthen systems for collection, computation and analysis of agricultural statistics including import, export and other related trade data for use in determining agricultural production and marketing policies.

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

For purposes specified in ITEM V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Other Provisions

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in U.S. flag vessels, but notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ACCORD ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA GUINEE EN VUE DE LA VENTE DE PRODUITS AGRICOLES

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la Guinée sont convenus des ventes de produits agricoles décrits ci-dessous. Le présent Accord comprendra le Préambule, les Parties I et III et l'Annexe relative aux ventes à crédit en monnaie locale convertible faisant suite à l'Accord conclu le 18 octobre 1967 et la Partie II ci-après:

PARTIE II - DISPOSITIONS PARTICULIERES

POINT I. Tableau des Produits:

Produit	Période d'offre (Année budgétaire des Etats-Unis)	Quantité maximum approximative	Valeur Maximum sur le marché d'exportation
Coton	1971	1, 500 balles	222, 000
Huile de Soya/ Huile de coton	1971	1, 500 TM	541, 000
		TOTAL	763, 000

POINT II. Modalités de paiement:

Crédit en monnaie locale convertible

1. Paiement initial – aucun
2. Nombre de versements – 25
3. Montant de chaque versement – Versements annuels approximativement égaux.
4. Date d'échéance du premier versement – Six ans après la date de la dernière livraison des produits pour chaque année civile.
5. Taux d'intérêt initial – 2 pour cent.
6. Taux d'intérêt définitif – 3 pour cent.

POINT III. Tableaux des marchés habituels:

Produits	Période d'importation (Année budgétaire des Etats-Unis)	Obligations relatives au marché habituel (Tonnes métriques)
Huile végétale comestible/ Graines d'huile (en équivalent d'huile)	1971	1,600

POINT IV. Limitation des exportations:

A. Période de limitation des exportations

En ce qui concerne chaque produit financé en vertu du présent Accord, la période de limitation des exportations pour ledit produit ou pour des produits similaires sera, pour les Etats-Unis, l'année budgétaire 1971 ou toute autre année budgétaire subséquente des Etats-Unis au cours de laquelle lesdits produits financés aux termes du présent Accord sont importés et utilisés.

B. Aux fins d'application de la Partie I, Article III A 3 du présent Accord, les produits considérés comme étant identiques ou similaires aux produits importés aux termes du présent Accord sont: pour le coton—le coton et les textiles de coton; et pour l'huile de soya/l'huile de coton, huile végétale comestible et graines d'huile.

POINT V. Mesures d'auto-assistance

Le Gouvernement de la Guinée convient:

1. de continuer à prendre des mesures efficaces afin de stabiliser son économie et de la protéger contre l'inflation;
2. de demander l'assistance des organisations internationales appropriées pour effectuer des études portant sur ses programmes et sa politique agricole, notamment en ce qui concerne le système de commercialisation, afin d'améliorer le rendement et d'atteindre les plus hauts niveaux de production;
3. d'établir un prix de subvention du riz et améliorer le programme de sa commercialisation pour encourager les fermiers à augmenter la production du riz.
4. d'accélérer la recherche appliquée sur les cultures alimentaires (principalement le riz et le maïs) afin de déterminer les besoins en engrais, d'obtenir des variétés qui donnent des rendements plus élevés et de formuler de meilleures pratiques d'aménagement en ce qui concerne les cultures et les sols.

5. consolider des systèmes de rassemblement, des calculs et d'analyses des statistiques agricoles, y compris l'importation, l'exportation et d'autres éléments d'information afin de déterminer la production agricole et son système de commercialisation.

POINT VI. Développement économique aux fins duquel le produit des ventes revenant au pays importateur doit être affecté:

Le produit des ventes sera affecté en premier lieu aux fins spécifiées sous le Point V et à d'autres fins de développement économique qui pourraient faire l'object d'un accord mutuel.

POINT VII. Autres dispositions.

Le Gouvernement du pays exportateur assumera la différence du prix du frêt pour les quantités des produits requises à être transportées sur les bateaux battant pavillon des Etats-Unis, mais nonobstant les dispositions du Paragraphe 1 de l'Annexe relative aux ventes à crédit en monnaie locale convertible, il ne financera pas le restant du coût du transport de tels produits.

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

DONE at Conakry, in duplicate, this 12th day of March 1971.

EN FOI DE QUOI, les représentants respectifs, dûment autorisés à cet effet, ont signé le présent Accord.

FAIT à Conakry, en double exemplaire, le 12 Mars 1971.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:

ALBERT W. SHERER, JR.

FOR THE GOVERNMENT OF GUINEA:
POR LE GOUVERNEMENT DE LA GUINEE:

N'FAMARA KEITA

[SEAL]

COLOMBIA

Trade in Cotton Textiles

Agreement effected by exchange of notes
Signed at Bogotá June 25, 1971;
Entered into force June 25, 1971.

The American Ambassador to the Director, Colombian Institute of Foreign Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
BOGOTÁ, COLOMBIA
June 25, 1971

No. 378

DOCTOR ARBELAEZ:

I have the honor to refer to the cotton textile agreement between out two Governments, signed at Bogotá on September 18, 1968 [1] and to our discussions concerning the exports of cotton textiles from Colombia to the United States. As a result of these discussions, I have the honor to propose that the aforementioned agreement be succeeded upon its expiration by the following agreement:

1. The term of this agreement shall be from July 1, 1971 through June 30, 1975. During the term of this agreement, the Government of Colombia shall limit annual exports of cotton textiles from Colombia to the United States to aggregate, group, and specific limits at the levels specified in the following paragraphs.

2. For the first agreement year, constituting the 12-month period beginning July 1, 1971, the aggregate limit shall be 40.0 million square yards equivalent.

3. Within the aggregate limit, the following group limits shall apply for the first agreement year:

		In Million Square Yards Equivalent
Group I.	Yarn (Categories 1–4)	17.7
Group II.	Fabrics (Categories 5–27)	21.3
Group III.	Made-up Goods, Apparel & Miscellaneous (Categories 28–64)	1.0

[1] TIAS 6554; 19 UST 5997.

4. Within the limit for Group II, the following specific limits shall apply for the first agreement year:

Group II Fabrics	In Square Yards
Category 5	1, 736, 437
Category 6	347, 288
Category 9/10	4, 538, 250
Category 16	1, 041, 863
Category 19	1, 157, 625
Category 22/23	7, 600, 000
Category 26 (excluding duck)	3, 657, 500
Category 26 (duck)	578, 812
Category 27	661, 200

5. A. Within the aggregate limit, the limits for Group II may be exceeded by not more than 10 percent and for Group III by not more than 5 percent. Within the Group limits as they may be adjusted under this provision, specific limits may be exceeded by not more than 5 percent.

B. Within the aggregate limit, the limit for Group I may be exceeded in any agreement year by the amount by which imports in the other groups are less than the sum of the limitations applicable to the other groups.

6. In the event of undue concentration in exports from Colombia to the United States of cotton textiles for which no specific ceilings are stated in paragraph 4, the Government of the United States of America may request consultation with the Government of Colombia in order to reach a mutually satisfactory solution to the problem. The Government of Colombia shall enter into such consultations when requested. Until a mutually satisfactory solution is reached, the Government of Colombia shall, starting with the twelve-month period beginning on the date of the request for consultation, limit the exports from Colombia to the United States in the category in question. This limit shall be one hundred and five percent of the exports from Colombia to the United States in that category during the most recent twelve-month period preceding the request for consultation for which statistics are available to our two Governments on the date of the request.

7. The Government of Colombia shall use its best efforts to space exports from Colombia to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

8. In the second and succeeding twelve-month periods for which this agreement is in force, the level of exports permitted under each limitation shall be increased by 5 percent of the corresponding levels for the preceding twelve-month period, the latter levels not to include any adjustments under paragraph 5 and paragraph 9.

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9. A. For any agreement year immediately following a year of a shortfall (i.e., a year in which cotton textile exports from Colombia to the United States were below the aggregate limit and any group and specific limits applicable to the category concerned) the Government of Colombia may permit exports to exceed these limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either 5 percent of the aggregate limit or 5 percent of the applicable group limit in the year of the shortfall; and

(ii) In the case of shortfalls in the categories subject to specific limits, the carryover shall not exceed 5 percent of the specific limit in the year of the shortfall, shall be used in the same category in which the shortfall occurred, and shall be in addition to the exports permitted in paragraph 5; and

(iii) In the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred, shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 5, and shall not be used to exceed the limits in paragraph 6 of the agreement.

B. The limits referred to in subparagraph (A) of this paragraph are without any adjustments under this paragraph or paragraph 5.

10. The two Governments recognize that the successful implementation of this agreement depends in large part upon mutual cooperation on statistical questions. The Government of the United States of America shall promptly supply the Government of Colombia with monthly data on imports of cotton textiles from Colombia. The Government of Colombia shall promptly supply the Government of the United States of America with data on monthly exports of cotton textiles to the United States. Each Government agrees to supply promptly any other available relevant statistical data requested by the other Government.

11. In the implementation of this agreement, the system of categories and the rates of conversion into square yards equivalents listed in Annex A hereto shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles, done at Geneva on February 9, 1962, as extended, [1] is used or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

[1] TIAS 5240, 6940; 13 UST 2672; 21 UST 1970.

12. The Government of the United States of America and the Government of Colombia agree to consult on any question arising in the implementation of the agreement.

13. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this agreement including differences in points of procedures or operation.

14. If the Government of Colombia considers that, as a result of limitations specified in this agreement, Colombia is being placed in an inequitable position vis-a-vis a third country, the Government of Colombia may request consultation with the Government of the United States of America with the view to taking appropriate remedial action such as reasonable modification of this agreement.

15. During the term of this agreement, the Government of the United States of America will not request restraint on the export of cotton textiles from Colombia to the United States under the provisions of Article 3 of the Long-Term Arrangement. The applicability of the Long-Term Arrangement to trade in cotton textiles between Colombia and the United States shall otherwise be unaffected by this agreement.

16. Both Governments shall take appropriate measures of export and import control to implement the limitation provisions of the agreement. The nature of these measures may be a matter of discussion between the two Governments.

17. Either Government may terminate this agreement, effective at the end of an agreement year, by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of the agreement.

If these proposals are acceptable to your Government, this note and your note of acceptance on behalf of the Government of Colombia shall constitute an agreement between our two Governments.

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

LEONARD J. SACCIO

Leonard J. Saccio
Ambassador of the
United States of America

Attachment:
Annex A

DR. RAUL ARBELAEZ URIBE,
Director,
Colombian Institute of Foreign Commerce,
Bogotá, Colombia.

ANNEX A

Category Number	Description	Unit	Conversion Factor to Syds.
1	Cotton Yarn, carded, singles	Lb.	4. 6
2	Cotton Yarn, carded, plied	Lb.	4. 6
3	Cotton Yarn, combed, singles	Lb.	4. 6
4	Cotton Yarn, combed, plied	Lb.	4. 6
5	Gingham, carded	Syd.	Not required
6	Gingham, combed	Syd.	Not required
7	Velveteen	Syd.	Not required
8	Corduroy	Syd.	Not required
9	Sheeting, carded	Syd.	Not required
10	Sheeting, combed	Syd.	Not required
11	Lawns, carded	Syd.	Not required
12	Lawns, combed	Syd.	Not required
13	Voile, carded	Syd.	Not required
14	Voile, combed	Syd.	Not required
15	Poplin and Broadcloth, carded	Syd.	Not required
16	Poplin and Broadcloth, combed	Syd.	Not required
17	Typewriter ribbon cloth	Syd.	Not required
18	Print cloth, shirting type, 80x80 type carded	Syd.	Not required
19	Print cloth, shirting type, other than 80x80 type, carded	Syd.	Not required
20	Shirting, Jacquard or dobby, carded	Syd.	Not required
21	Shirting, Jacquard or dobby, combed	Syd.	Not required
22	Twill and sateen, carded	Syd.	Not required
23	Twill and sateen, combed	Syd.	Not required
24	Woven fabric, n.e.s., yarn dyed, carded	Syd.	Not required
25	Woven fabric, n.e.s., yarn dyed, combed	Syd.	Not required
26	Woven fabric, n.e.s., other, carded	Syd.	Not required
27	Woven fabric, n.e.s., other, combed	Syd.	Not required
28	Pillowcases, not ornamented, carded	Nos.	1. 084
29	Pillowcases, not ornamented, combed	Nos.	1. 084
30	Towels, dish	Nos.	. 348
31	Towels, other	Nos.	. 348
32	Handkerchiefs, whether or not in the piece	Doz.	1. 66
33	Table damask and manufactures	Lb.	3. 17
34	Sheets, carded	Nos.	6. 2
35	Sheets, combed	Nos.	6. 2
36	Bedspreads and quilts	Nos.	6. 9
37	Braided and woven elastic	Lb.	4. 6
38	Fishing nets and fish netting	Lb.	4. 6
39	Gloves and mittens	Doz. prs.	3. 527
40	Hose and half hose	Doz. prs.	4. 6
41	T-shirts, all white, knit, men's and boys'	Doz.	7. 234
42	T-shirts, other knit	Doz.	7. 234
43	Shirts, knit, other than T-shirts and sweatshirts	Doz.	7. 234
44	Sweaters and cardigans	Doz.	36. 8
45	Shirts, dress, not knit, men's and boys'	Doz.	22. 186
46	Shirts, sport, not knit, men's and boys'	Doz.	24. 457
47	Shirts, work, not knit, men's and boys'	Doz.	22. 186

Category Number	Description	Unit	Conversion Factor to Syds.
48	Raincoats, ¾ length or longer, not knit	Doz.	50. 0
49	Coats, other, not knit	Doz.	32. 5
50	Trousers, slacks, and shorts (outer), not knit, men's and boys'	Doz.	17. 797
51	Trousers, slacks and shorts (outer) not knit women's, girls' and infants'	Doz.	17. 797
52	Blouses, not knit	Doz.	14. 53
53	Dresses (including uniforms) not knit	Doz.	45. 3
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc., not knit, n.e.s.	Doz.	25. 0
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, housecoats, and dusters, not knit	Doz.	51. 0
56	Undershirts, knit, men's and boys'	Doz.	9. 2
57	Briefs and undershorts, men's and boys'	Doz.	11. 25
58	Drawers, shorts and briefs, knit, n.e.s.	Doz.	5. 0
59	All other underwear, not knit	Doz.	16. 0
60	Pajamas and other nightwear	Doz.	51. 96
61	Brassieres and other body supporting garments	Doz.	4. 75
62	Wearing apparel, knit, n.e.s.	Lb.	4. 6
63	Wearing apparel, not knit, n.e.s.	Lb.	4. 6
64	All other cotton textiles	Lb.	4. 6

Apparel items exported in sets shall be recorded under separate categories of the component items.

The Director, Colombian Institute of Foreign Commerce, to the American Ambassador

No. 09027 BOGOTÁ, D. E., *25 de junio de 1971*

EXCELENCIA:

Tengo el honor de acusar recibo de la nota No. 378 del 25 de junio de 1971, en la cual Vuestra Excelencia se refiere a las conversaciones recientemente sostenidas entre representantes de nuestros dos gobiernos, concernientes a las exportaciones de textiles de algodón de Colombia a los Estados Unidos y que confirman que el Acuerdo entre Colombia y los Estados Unidos de América sobre esta misma materia, firmado el 18 de septiembre de 1968 en Washington, es reemplazado por el nuevo Acuerdo a que hace referencia la mencionada nota.

Por mi parte me es grato confirmar que el texto de las propuestas expresadas en dicha nota es aceptado por el Gobierno de Colombia y que en consecuencia la nota de Vuestra Excelencia y esta respuesta constituyen un Acuerdo entre nuestros dos gobiernos sobre el particular.

Acepte, Excelencia, el reconocimiento de mi más alta y distinguida consideración.

RAÚL ARBELÁEZ U

Raúl Arbeláez Uribe
Director
Instituto Colombiano de Comercio Exterior

A su Excelencia
el señor LEONARD J. SACCIO
Embajador de los
Estados Unidos de América
La ciudad

Translation

No. 09027

BOGOTÁ, D.E., *June 25, 1971*

EXCELLENCY:

I have the honor to acknowledge receipt of note No. 378 of June 25, 1971, in which Your Excellency refers to the recently held talks between representatives of our two Governments concerning the exportation of cotton textiles from Colombia to the United States and confirming that the Agreement between Colombia and the United States on this subject, signed on September 18, 1968, at Washington, has been replaced by the new Agreement to which the aforementioned Note refers.

For my part, I am happy to confirm that the text of the proposals made in the aforesaid note has been accepted by the Government of Colombia, and that consequently, Your Excellency's Note and this reply constitute an Agreement between our two governments in this matter.

Accept, Excellency, the assurance of my highest and most distinguished consideration.

RAÚL ARBELÁEZ U

Raúl Arbeláez Uribe, *Director*
Colombian Institute of Foreign Commerce

His Excellency
LEONARD J. SACCIO,
Ambassador of the
United States of America,
Bogotá.

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U.S. GOVERNMENT PRINTING OFFICE: 1972 O—66-169