United States Treaties and Other International Agreements

VOLUME 15

IN TWO PARTS

Part 1

1964

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

[Literal prints]

U. S. GOVERNMENT PRINTING OFFICE
WASHINGTON : 1964

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C., 20402 - Price $8.50 (Buckram)

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AUSTRALIA

Aerospace Disturbances: Research Program

Agreement effected by exchange of notes
Signed at Canberra January 3, 1964;
Entered into force January 3, 1964.

The Australian Minister of State for External Affairs to the American Ambassador

MINISTER FOR EXTERNAL AFFAIRS
3rd January, 1964

YOUR EXCELLENCY,

I have the honour to refer to discussions concerning the establishment by the Government of the United States of America of facilities in the Perth area for the purpose of studying aero-space disturbances and their effect on radio communications, and to record hereunder my Government's understanding of the agreement reached between the two Governments:

(1) The Government of the United States of America may establish and operate at the Royal Australian Air Force Base, Pearce, installations for the purpose of studying aero-space disturbances and their effect on radio communications and, for this purpose, the Royal Australian Air Force has made available to the United States Air Force buildings at Pearce and access to military communications channels.

(2) Costs of installation, operation and maintenance of equipment required in connection with the project will be met by the Government of the United States of America.

(3) Data collected as a result of the project will be made available to the Government of Australia under conditions to be agreed.

(4) Staffing of and access to facilities involved in the project by Australian personnel will be permitted under conditions to be agreed.

(5) Detailed arrangements relating to the project may be made by co-operating agencies of the two Governments. On the part of the Government of the United States of America, the co-

operating agency will be the United States Air Force. On the part of the Government of Australia, the co-operating agency will be the Department of Air.

If the foregoing provisions are acceptable to your Government, I have the honour to propose that this Note and Your Excellency's reply to that effect should constitute an agreement between our two Governments, which will enter into force on the date of Your Excellency's reply.

I have the honour to be, with high consideration,

Your Excellency's obedient servant,

G BARWICK
(Garfield Barwick)

His Excellency Mr. W. C. BATTLE,
Ambassador of the United States of America,
Canberra, A.C.T.

The American Ambassador to the Australian Minister of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Canberra, January 3, 1964

No. 88

EXCELLENCY:

I have the honor to refer to Your Excellency's Note dated January 3, 1964, the text of which reads as follows:

"I have the honour to refer to discussions concerning the establishment by the Government of the United States of America of facilities in the Perth area for the purpose of studying aero-space disturbances and their effect on radio communications, and to record hereunder my Government's understanding of the agreement reached between the two Governments:

"(1) The Government of the United States of America may establish and operate at the Royal Australian Air Force Base, Pearce, installations for the purpose of studying aero-space disturbances and their effect on radio communications and, for this purpose, the Royal Australian Air Force has made available to the United States Air Force buildings at Pearce and access to military communications channels.

"(2) Costs of installation, operation and maintenance of equipment required in connection with the project will be met by the Government of the United States of America.

"(3) Data collected as a result of the project will be made available to the Government of Australia under conditions to be agreed.

"(4) Staffing of and access to facilities involved in the project by Australian personnel will be permitted under conditions to be agreed.

"(5) Detailed arrangements relating to the project may be made by co-operating agencies of the two Governments. On the part of the Government of the United States of America, the co-operating agency will be the United States Air Force. On the part of the Government of Australia, the co-operating agency will be the Department of Air.

"If the foregoing provisions are acceptable to your Government, I have the honour to propose that this Note and Your Excellency's reply to that effect should constitute an agreement between our two Governments, which will enter into force on the date of Your Excellency's reply."

I also have the honor to inform Your Excellency that the above provisions are acceptable to the Government of the United States of America, which agrees that Your Excellency's Note and this reply shall be regarded as constituting an agreement between the two Governments in this matter which shall enter into force on this day's date.

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

WM. C. BATTLE

The Honorable
Sir GARFIELD BARWICK, Q.C.,
Minister of State for External Affairs,
Canberra.

IRELAND

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of March 16, 1956, as amended.
Signed at Washington August 7, 1963;
Entered into force January 10, 1964.

AMENDMENT TO AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF IRELAND CONCERNING CIVIL USES OF ATOMIC ENERGY

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

Desiring to amend the Agreement for Cooperation Between the Government of the United States of America and the Government of Ireland Concerning Civil Uses of Atomic Energy, signed at Washington on March 16, 1956 [1] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreement signed at Washington on February 13, 1961, [2]

Agree as follows:

ARTICLE I

The first sentence of Article XI of the Agreement for Cooperation, as amended, is amended by deleting the phrase "five years" and substituting in lieu thereof the phrase "ten years".

ARTICLE II

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 the entry into force of such Amendment [3] and shall remain in force for the period of the Agreement for Cooperation, as hereby amended.

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[1] TIAS 4059; 9 UST 943.
[2] TIAS 4690; 12 UST 175.
[3] Jan. 10, 1964.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed this Amendment.

DONE at Washington, in duplicate, this 7th day of August 1963.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WILLIAM R. TYLER

GLENN T. SEABORG

FOR THE GOVERNMENT OF IRELAND:

T. J. KIERNAN.

SOMALI REPUBLIC

Investment Guaranties

Agreement effected by exchange of notes
Signed at Mogadiscio November 27, 1962 and January 8, 1964;
Entered into force January 8, 1964.

The American Chargé d'Affaires ad interim to the Somali Acting Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Mogadiscio, November 27, 1962

No. 269

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two governments relating to investments in the Somali Republic which further the development of the economic resources and productive capacities of the Somali Republic and to guaranties of such investments by the Government of the United States of America. I also have the honor to confirm the following understandings reached as a result of these conversations:

1. The Government of the United States of America and the Government of the Somali Republic shall, upon the request of either Government, consult concerning investments in the Somali Republic which the Government of the United States of America may guarantee.

2. The Government of the United States of America shall not guarantee an investment in the Somali Republic unless the Government of the Somali Republic approves the activity to which the investment relates and recognizes that the Government of the United States of America may guarantee such investment.

3. If an investor transfers to the Government of the United States of America pursuant to an investment guaranty, (a) lawful currency, including credits thereof, of the Somali Republic, (b) any claims or rights which the investor has or may have arising from the business activities of the investor in the Somali Republic or from the events entitling the investor to payment under the investment guaranty, or (c) all or part of the interest of the investor in any property (real or personal, tangible or intangible) within the Somali Republic, the Government of the Somali Republic shall recognize such transfer as valid and effective.

4. Lawful currency of the Somali Republic, including credits thereof, which is acquired by the Government of the United States of American pursuant to a transfer of currency or from the sale of property transferred under an investment guaranty shall be accorded treatment by the Government of the Somali Republic with respect to exchange, repatriation or use thereof, not less favorable than that accorded to funds of nationals of the United States of America derived from activities similar to those in which the investor had been engaged, and such currency may in any event be used by the Government of the United States of America for any of its expenditures in the Somali Republic.

5. Any dispute regarding the interpretation or application of the provisions of this Agreement or any claim against the Government of the Somali Republic to which the Government of the United States of America may succeed as transferee or which may arise from the events causing payment under an investment guaranty shall, upon the request of either Government, be the subject of negotiations between the two Governments and shall be settled, insofar as possible, in such negotiations. If, within a period of three months after a request for negotiation, the two Governments are unable to settle any such dispute or claim by agreement, the dispute or claim shall be referred upon the initiative of either Government, to a sole arbitrator, selected by mutual agreement, for final and binding determination in light of the applicable principles of international law. If the two Governments are unable to select an arbitrator within a period of three months after indication by either Government of its desire to arbitrate, the President of the International Court of Justice shall, at the request of either Government, designate the arbitrator.

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

THOMAS M. JUDD
Chargé d'Affaires, ad interim

His Excellency,
ABDIRAZAK HAGI HUSSEN,
Acting Minister of Foreign Affairs,
Mogadiscio, Somali Republic.

The Somali Minister of Foreign Affairs to the American Ambassador

MINISTERO DEGLI AFFARI ESTERI

8 GEN. 1964

EXCELLENCY,

I have the honour to refer to your letter No. 269 dated November 27, 1962, concerning the conclusion of an Investment Guarantee Agreement between the Government of the United States of America and the Government of the Somali Republic, and to confirm the result reached on the subject as follows:

1. The Government of the United States of America and the Government of the Somali Republic shall, upon the request of either Government, consult concerning investments in the Somali Republic which the Government of the United States of America may guarantee.

2. The Government of the United States of America shall not guarantee an investment in the Somali Republic unless the Government of the Somali Republic approves the activity to which the investment relates and recognizes that the Government of the United States of America may guarantee such investment.

3. If an investor transfers to the Government of the United States of America pursuant to an investment guarantee, (a) lawful currency, including credits thereof, of the Somali Republic, (b) any claims or rights which the investor has or may have arising from the business activities of the investor in the Somali Republic or from the events entitling the investor to payment under the investment guarantee, or (c) all or part of the interest of the investor in any property (real or personal, tangible or intangible) within the Somali Republic, the Government of the Somali Republic shall recognize such transfer as valid and effective.

4. Lawful currency of the Somali Republic, including credits thereof, which is acquired by the Government of the United States of America pursuant to a transfer of currency or from the sale of property transferred under an investment guarantee shall be accorded treatment by the Government of the Somali Republic with respect to exchange, repatriation or use thereof, not less favourable than that accorded to funds of nationals of the United States of America derived from activities similar to those in which the investor had been engaged, and such currency may in any event be used by the Government of the United States of America for any of its expenditures in the Somali Republic.

5. Any dispute regarding the interpretation or application of the provisions of this Agreement or any claim against the Government of the Somali Republic to which the Government of the United States of America may succeed as transferee or which may

arise from the events causing payment under an investment guarantee shall, upon the request of either Government, be the subject of negotiations between the two Governments and shall be settled, insofar as possible, in such negotiations. If, within a period of three months after a request for negotiation, the two Governments are unable to settle any such dispute or claim by agreement, the dispute or claim shall be referred upon the initiative of either Government, to a sole arbitrator, selected by mutual agreement, for final and binding determination in light of the applicable principles of international law. If the two Governments are unable to select an arbitrator within a period of three months after indication by either Government of its desire to arbitrate, the President of the International Court of Justice shall, at the request of either Government, designate the arbitrator.

Being the foregoing provisions acceptable to the Somali Government, it is agreed that your Note together with this reply constitute an Agreement between our two Governments on this subject and that the Agreement will enter into force on the date of this reply.

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

ABDULLAHI ISSA

(Abdullahi Issa)
Minister of Foreign Affairs
Somali Republic

Mr. H. G. TORBERT,
Ambassador of the United States of America,
Mogadiscio.

33-259 O-64-2

MEXICO

Aviation: Transport Services [1]

Agreement extending the agreement of August 15, 1960.
Effected by exchange of notes
Signed at México August 14, 1963;
Entered into force provisionally August 15, 1963;
Entered into force definitively January 6, 1964.

The American Ambassador to the Mexican Minister for Foreign Relations

No. 286 MEXICO, D.F., *August 14, 1963.*

EXCELLENCY:

I have the honor to refer to the Air Transport Agreement between the Government of the United States of America and the Government of the United Mexican States which was signed in Mexico City as of August 15, 1960.[2]

Negotiations between our two Governments were initiated in Mexico City on July 22, 1963 regarding the terms of an agreement governing air transport services between the two countries subsequent to the expiration of the cited Agreement, which was scheduled to expire on August 14, 1963. As a result of those talks, the delegations of both Governments have agreed that the present Agreement should be extended for one year. Such extension will become effective as of August 15, 1963 immediately upon the expiration of the present Agreement on August 14, 1963, and will remain in force and effect through August 14, 1964. This extension shall enter into effect provisionally as of the fifteenth day of August, One Thousand Nine Hundred Sixty Three, and will enter into force definitively [3] upon receipt by the Government of the United States of America of notification from the Government of the United Mexican States that it has been approved by the Senate of the Republic. Accordingly, if the Government of the United Mexican States is agreeable to such an extension, I propose to Your Excellency that this Note and the Note in reply from Your Excellency communicating your Government's concurrence shall consti-

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[1] Also TIAS 5647, 5648; *post*, pt. 2.
[2] TIAS 4675; 12 UST 60.
[3] Jan. 6, 1964.

tute an extension of the present Air Transport Agreement through August 14, 1964.

I take this occasion to renew to Your Excellency the assurances of my highest consideration.

THOMAS C. MANN

His Excellency
MANUEL TELLO,
Minister for Foreign Relations,
Mexico, D.F.

The Mexican Minister for Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

506778 MÉXICO, D. F., *a 14 de agosto de 1963.*

SEÑOR EMBAJADOR:

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia número 286, de esta fecha, cuya traducción al español es la siguiente:

"Tengo el honor de referirme al Convenio sobre Transportes Aéreos entre el Gobierno de los Estados Unidos de América y el Gobierno de los Estados Unidos Mexicanos, firmado en la ciudad de México el 15 de agosto de 1960.

Las negociaciones entre nuestros dos Gobiernos se iniciaron en México el 22 de julio de 1963 con respecto a los términos de un Convenio que normara los servicios de transporte aéreo entre los dos países con posterioridad a la expiración del referido Convenio, el que debía de expirar el 14 de agosto de 1963. Como resultado de estas pláticas, las Delegaciones de ambos Gobiernos han acordado que el presente Convenio se prorrogara por un año. Esta prórroga entrará en vigor a partir del 15 de agosto de 1963, inmediatamente después de la expiración del presente Convenio que termina el 14 de agosto de 1963 y tendrá aplicación y efectos hasta el 14 de agosto de 1964. Esta prórroga entrará en vigor provisionalmente a partir del 15 de agosto de 1963 y definitivamente al recibir el Gobierno de los Estados Unidos de América la notificación del Gobierno de los Estados Unidos Mexicanos de que la misma ha sido aprobada por el Senado de la República. En consecuencia, si el Gobierno de los Estados Unidos Mexicanos acepta dicha prórroga, propongo a Vuestra Excelencia que esta nota y la de respuesta de Vuestra Excelencia comunicando la aceptación de vuestro Gobierno, constituirán una prórroga del presente Convenio sobre Transportes Aéreos hasta el 14 de agosto de 1964."

En respuesta, tengo el honor de comunicar a Vuestra Excelencia que el Gobierno de los Estados Unidos Mexicanos acepta que la propuesta contenida en la nota de Vuestra Excelencia y la presente nota de respuesta constituyen una prórroga del Convenio sobre Transportes Aéreos, hasta el 14 de agosto de 1964.

Reitero a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

MANUEL TELLO.

Al Excelentísimo Señor THOMAS C. MANN,
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América.
Presente.

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

506778 MÉXICO, D.F., *August 14, 1963*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 286 of this date, of which the Spanish translation is as follows:

[For the English language text of the note, see *ante*, p. 10.]

In reply thereto, I have the honor to inform Your Excellency that the Government of the United Mexican States agrees that the proposal contained in Your Excellency's note and this note in reply shall constitute an extension of the Air Transport Agreement through August 14, 1964.

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

MANUEL TELLO.

His Excellency
THOMAS C. MANN,
Ambassador Extraordinary and Plenipotentiary of the United States of America,
City.

VIET-NAM

Agricultural Commodities [1]

Agreement signed at Saigon January 9, 1964;
Entered into force January 9, 1964.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VIET NAM UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Republic of Viet Nam;

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

Considering that the purchase for piastres of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

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

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Viet Nam pursuant to Title I of the Agricultural Trade Development and Assistance Act,[2] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

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[1] Also TIAS 5563, 5627; *post*, pp. 352, 1489.

[2] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

ARTICLE I

SALE FOR PIASTRES

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of Viet Nam of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for piastres to purchasers authorized by the Government of the Republic of Viet Nam of the following agricultural commodities in the amounts indicated:

COMMODITY	EXPORT MARKET VALUE (MILLIONS)
WHEAT/WHEAT FLOUR	4.25
SWEETENED CONDENSED MILK	8.10
NON FAT DRY MILK	.10
ANHYDROUS MILK FAT	.26
EVAPORATED MILK	.15
TOBACCO	6.00
COTTON	10.30
OCEAN TRANSPORTATION	2.05
TOTAL	31.21

2. Applications for purchase authorizations will be made within 90 calendar days of the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the piastres accruing from such sale, and other relevant matters.

3. 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

USES OF PIASTRES

The piastres accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order or [1] priority as the Government of the

[1] Should read "of".

United States of America shall determine, for the following purposes, in the amounts shown:

A. For United States expenditures under subsections (a), (f), (h) through (s) of Section 104 of the Act, or under any of such subsections, 10 percent of the piastres accruing pursuant to this Agreement.

B. To procure military equipment, materials, facilities and services for the common defense in accordance with Section 104(c) of the Act, as amended, 90 percent of the piastres accruing pursuant to this Agreement.

In the event that agreement is not reached on use of the Vietnamese piastres for grant under subsection (c) of Section 104 of the Act within three years from the date of this Agreement, the Government of the United States of America may use the Vietnamese piastres for any purpose authorized by Section 104 of the Act.

Article III

DEPOSIT OF PIASTRES

1. The amount of piastres to be deposited to the account of the United States shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States (except excess costs resulting from the requirement that United States flag vessels be used) converted into piastres as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Republic of Viet Nam, or

(b) if more than one legal rate for foreign exchange transactions exists, the rate of exchange shall be mutually agreed upon from time to time between the Government of the United States and the Government of the Republic of Viet Nam.

2. In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of piastres which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

Article IV

GENERAL UNDERTAKINGS

1. The Government of the Republic of Viet Nam will take all possible measures to prevent the resale or transshipment to other

countries or the use for other than domestic purposes (except where such resale, transshipment or use as specifically approved by the Government of the United States of America), of the agricultural commodities purchased pursuant to the provisions of this Agreement, to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending with the final date on which such commodities are received and utilized (except where such export is specifically approved by the Government of the United States of America), and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales or purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of Viet Nam will furnish information on the progress of the program, particularly with respect to the arrival and condition of commodities and information relating to exports of the same or like commodities.

Article V

CONSULTATION

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

Article VI

ENTRY INTO FORCE

The 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 Saigon in duplicate this 9th day of January 1964.

FOR THE GOVERNMENT OF THE REPUBLIC OF VIET NAM	FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
Nguyen Ngo Tho	Henry Cabot Lodge

The American Ambassador to the Vietnamese Minister of Foreign Affairs

No. 125 SAIGON, *January 9, 1964.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the United States of America and the Republic of Viet Nam under Title I of the Agricultural Trade Development and Assistance Act, as amended, which was signed today and to confirm the following supplementary understanding of my Government.

1. The Government of the Republic of Viet Nam will provide facilities for the conversion of $624,000 or two percent of the sales proceeds, whichever is higher, accruing under the subject Agreement for agricultural market development purposes into currencies other than U.S. dollars on request of the Government of the United States of America. This facility is needed for the purpose of securing funds to finance agricultural market development activities of the Government of the United States in other countries.

2. The Government of the United States may utilize piastres in Viet Nam to pay for international travel originating in Viet Nam, or originating outside Viet Nam when the travel (including connecting travel) is to or through Viet Nam, and for travel within the United States of America or other areas outside Viet Nam when the travel is part of a trip in which the traveler travels from, to or through Viet Nam. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which piastres may be utilized shall not be limited to services provided by Vietnamese transportation facilities.

3. With respect to Article III, Paragraph I concerning the rate of exchange, it is the understanding of the Government of the United States of America that under the current Vietnamese exchange system, the amount of piastres to be deposited against dollar disbursements by the Government of the United States of America shall be computed at the controlled free market selling rate in effect on the dates of dollar disbursements.

In the event that the exchange system of Viet Nam is changed to establish a unitary rate for all foreign exchange transactions, deposits of piastres against dollar disbursements which take place on or after the effective date of such change shall be made at the exchange rate specified in Article III(1)(a) of the Agreement. It is further understood that if there should be any other change in the exchange system of Viet Nam, the amount of piastres to be deposited under this Agreement shall be mutually agreed as provided in Article III(1)(b) of the Agreement.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

HENRY CABOT LODGE

His Excellency,
PHAM DANG LAM,
Minister of Foreign Affairs,
Saigon.

The Vietnamese Minister of Foreign Affairs to the American Ambassador

RÉPUBLIQUE DU VIÊTNAM

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

No 120/EF.

SAIGON, *le 9 Janvier 1964.*

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre No. 125 en date de ce jour dont teneur suit:

"I have the honor to refer to the Agricultural Commodities Agreement between the United States of America and the Republic of Viet-Nam under Title I of the Agricultural Trade Development and Assistance Act, as amended, which was signed today and to confirm the following supplementary understanding of my Government.

1. The Government of the Republic of Viet-Nam will provide facilities for the conversion of $624,000 or two percent of the sales proceeds, whichever is higher, accruing under the subject Agreement for agricultural market development purposes into currencies other than U.S. dollars on request of the Government of the United States of America. This facility is needed for the purpose of securing funds to finance agricultural market development activities of the Government of the United States in other countries.

2. The Government of the United States may utilize piastres in Viet-Nam to pay for international travel originating in Viet-Nam, or originating outside Viet-Nam when the travel (including connecting travel) is to or through Viet-Nam, and for travel within the United States of America or other areas outside Viet-Nam when the travel is part of a trip in which the traveler travels from to or through Viet-Nam. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the

United States of America. It is further understood that the travel for which piastres may be utilized shall not be limited to services provided by Vietnamese transportation facilities.

3. With respect to Article III, Paragraph I concerning the rate of exchange, it is the understanding of the Government of the United States of America that under the current Vietnamese exchange system, the amount of piastres to be deposited against dollar disbursements by the Government of the United States of America shall be computed at the controlled free market selling rate in effect on the dates of dollar disbursements.

In the event that the exchange system of Viet-Nam is changed to establish a unitary rate for all foreign exchange transactions, deposits of piastres against dollar disbursements which take place on or after the effective date of such change shall be made at the exchange rate specified in Article III(1)(a) of the Agreement. It is further understood that if there should be any other change in the exchange system of Viet-Nam, the amount of piastres to be deposited under this Agreement shall be mutually agreed as provided in Article III(1)(b) of the Agreement.

I shall appreciate receiving Your Excellency's confirmation of the above understanding".

J'ai l'honneur de confirmer à votre Excellence que le Gouvernement de la République du Viet-Nam accepte les propositions ci-dessus, et que le présent échange de lettres constitue entre nos deux Gouvernements un accord qui entre en vigueur à partir de ce jour.

Veuillez agréer, EXCELLENCE, les assurances de ma très haute considération.

[SEAL] PHAM DANG LAM

Pham-Dang-Lam

Son Excellence Monsieur
HENRY CABOT LODGE
Ambassadeur Extraordinaire
et Plénipotentiaire
des Etats Unis d'Amérique
Saigon

Translation

REPUBLIC OF VIET-NAM

MINISTRY OF FOREIGN AFFAIRS

No. 120/EF. SAIGON, *January 9, 1964*

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 125 of this date, which reads as follows:

[The English language text of the United States note is quoted in the Vietnamese note; see *ante*, pp. 18–19.]

I have the honor to confirm to Your Excellency that the Government of the Republic of Viet-Nam accepts the foregoing proposals and that this exchange of notes constitutes an agreement between our two Governments which shall enter into force today.

Accept, Excellency, the assurances of my very high consideration.

[SEAL] PHAM DANG LAM

Pham-Dang-Lam

His Excellency
HENRY CABOT LODGE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Saigon.

MEXICO

Boundary: Solution of the Problem of the Chamizal

Convention signed at Mexico City August 29, 1963;
Ratification advised by the Senate of the United States of America December 17, 1963;
Ratified by the President of the United States of America December 20, 1963;
Ratified by Mexico January 7, 1964;
Ratifications exchanged at Mexico City January 14, 1964;
Proclaimed by the President of the United States of America January 16, 1964;
Entered into force January 14, 1964.
With exchange of notes
Signed at Mexico City August 29, 1963.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the convention between the United States of America and the United Mexican States for the solution of the problem of the Chamizal was signed at Mexico City on August 29, 1963, the original thereof, in the English and Spanish languages, being word for word as follows:

CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED MEXICAN STATES FOR THE SOLUTION OF THE PROBLEM OF THE CHAMIZAL

The United States of America and the United Mexican States:

Animated by the spirit of good neighborliness which has made possible the amicable solution of various problems which have arisen between them;

Desiring to arrive at a complete solution of the problem concerning El Chamizal, an area of land situated to the north of the Rio Grande, in the El Paso-Ciudad Juarez region;

Considering that the recommendations of the Department of State of the United States and the Ministry of Foreign Relations of Mexico of July 17, 1963, have been approved by the Presidents of the two Republics;

Desiring to give effect to the 1911 arbitration award in today's circumstances and in keeping with the joint communique of the Presidents of the United States and of Mexico issued on June 30, 1962; [1] and

Convinced of the need for continuing the program of rectification and stabilization of the Rio Grande which has been carried out under the terms of the Convention of February 1, 1933,[2] by improving the channel in the El Paso-Ciudad Juarez region,

CONVENCION ENTRE LOS ESTADOS UNIDOS DE AMERICA Y LOS ESTADOS UNIDOS MEXICANOS PARA LA SOLUCION DEL PROBLEMA DE EL CHAMIZAL

Los Estados Unidos de América y los Estados Unidos Mexicanos,

Animados por el espíritu de buena vecindad que ha permitido la solución amistosa de varios problemas que han surgido entre ellos;

Deseosos de dar una solución completa al problema de El Chamizal, porción de territorio ubicada al norte del Río Bravo, en la región El Paso-Ciudad Juárez;

Considerando que las recomendaciones del Departamento de Estado de los Estados Unidos y de la Secretaría de Relaciones Exteriores de México de 17 de julio de 1963 han sido aprobadas por los Presidentes de las dos Repúblicas;

Deseosos de dar efecto al laudo arbitral de 1911 en las circunstancias actuales y en consonancia con la Declaración Conjunta de los Presidentes de los Estados Unidos y de México de 30 de junio de 1962; y

Convencidos de la necesidad de continuar la obra de rectificación y estabilización del Río Bravo, realizada de conformidad con los términos de la Convención del 1o. de febrero de 1933, mejorando el cauce en la región El Paso-Ciudad Juárez,

[1] *Department of State Bulletin*, July 23, 1962, p. 135.

[2] TS 864; 48 Stat. 1621.

Have resolved to conclude a Convention and for this purpose have named as their Plenipotentiaries:

The President of the United States of America, Thomas C. Mann, Ambassador of the United States of America to Mexico, and

The President of the United Mexican States, Manuel Tello, Secretary for Foreign Relations,

Who, having communicated to each other their respective Full Powers, found to be in good and due form, have agreed as follows:

ARTICLE 1

In the El Paso-Ciudad Juarez sector, the Rio Grande shall be relocated into a new channel in accordance with the engineering plan recommended in Minute No. 214 of the International Boundary and Water Commission, United States and Mexico. Authentic copies of the Minute and of the map attached thereto, on which the new channel is shown, are annexed to this Convention and made a part hereof.

ARTICLE 2

The river channel shall be relocated so as to transfer from the north to the south of the Rio Grande a tract of 823.50 acres composed of 366.00 acres in the Chamizal tract, 193.16 acres in the southern part of Cordova Island, and 264.34 acres to the east of Cordova Island. A tract of 193.16 acres in the northern part of Cordova Island will remain to the north of the river.

ARTICLE 3

The center line of the new river channel shall be the international boundary. The lands that, as a result of the relocation of the river channel, shall be to the north of the center line of the new channel shall

Han resuelto celebrar una Convención y con este propósito han nombrado sus Plenipotenciarios:

El Presidente de los Estados Unidos de América al señor Thomas C. Mann, Embajador de los Estados Unidos de América en México, y

El Presidente de los Estados Unidos Mexicanos al señor Manuel Tello, Secretario de Relaciones Exteriores,

Quienes, habiéndose comunicado sus respectivos Plenos Poderes, que se encontraron en buena y debida forma, han convenido lo siguiente:

ARTICULO 1

En el tramo El Paso-Ciudad Juárez, el Río Bravo será cambiado a un nuevo cauce de acuerdo con el plan de ingeniería recomendado en el acta número 214 de la Comisión Internacional de Límites y Aguas entre México y los Estados Unidos. Copias auténticas de esa acta y del mapa adjunto a la misma, en que aparece el nuevo cauce, se anexan a esta Convención, de la cual forman parte.

ARTICULO 2

El cauce del río será cambiado de localización de manera que se transfiera del norte al sur del Río Bravo una superficie de 333.260 hectáreas integrada por 148.115 hectáreas en El Chamizal, 78.170 hectáreas en la parte sur del Corte de Córdova y 106.975 hectáreas al este del Corte de Córdova. Una superficie de 78.170 hectáreas en la parte norte del Corte de Córdova continuará al norte del río.

ARTICULO 3

La línea media del nuevo cauce del río será el límite internacional. Los terrenos que, como resultado del cambio de la localización del cauce del río, queden al norte de la línea media del nuevo cauce serán territorio de los

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be the territory of the United States of America and the lands that shall be to the south of the center line of the new channel shall be the territory of the United Mexican States.

ARTICLE 4

No payments will be made, as between the two Governments, for the value of the lands that pass from one country to the other as a result of the relocation of the international boundary. The lands that, upon relocation of the international boundary, pass from one country to the other shall pass to the respective Governments in absolute ownership, free of any private titles or encumbrances of any kind.

ARTICLE 5

The Government of Mexico shall convey to the Banco Nacional Hipotecario Urbano y de Obras Púlicas, S.A., titles to the properties comprised of the structures which pass intact to Mexico and the lands on which they stand. The Bank shall pay the Government of Mexico for the value of the lands on which such structures are situated and the Government of the United States for the estimated value to Mexico of the said structures.

ARTICLE 6

After this Convention has entered into force and the necessary legislation has been enacted for carrying it out, the two Governments shall, on the basis of a recommendation by the International Boundary and Water Commission, determine the period of time appropriate for the Government of the United States to complete the following:

(a) The acquisition, in conformity with its laws, of the lands to be

Estados Unidos de América y los terrenos que queden al sur de la línea media del nuevo cauce serán territorio de los Estados Unidos Mexicanos.

ARTICULO 4

No se efectuarán pagos entre los dos Gobiernos por el valor de los terrenos que se transfieran de un país al otro como resultado del cambio de localización del límite internacional. Los terrenos que, al cambiarse de localización el límite internacional, sean transferidos de un país al otro, pasarán a los Gobiernos respectivos en plena propiedad, sin títulos de propiedad privada ni limitaciones al dominio o gravámenes de cualquiera clase.

ARTICULO 5

El Gobierno de México otorgará al Banco Nacional Hipotecario Urbano y de Obras Públicas, S.A., los títulos de propiedad de los predios que comprenden las construcciones que pasan intactas a México y los terrenos en que están erigidas. El Banco pagará al Gobierno de México el valor de los terrenos en que esas construcciones están erigidas y al Gobierno de los Estados Unidos el valor estimativo para México de las construcciones.

ARTICULO 6

Una vez que esta Convención haya entrado en vigor y que haya sido promulgada la legislación necesaria para ejecutarla, los dos Gobiernos, sobre la base de una recomendación de la Comisión Internacional de Límites y Aguas, determinarán el plazo apropiado para que el Gobierno de los Estados Unidos efectúe las siguientes operaciones:

(a) La adquisición, de conformidad con sus leyes, de los terrenos

transferred to Mexico and for the rights of way for that portion of the new river channel in the territory of the United States;

(b) The orderly evacuation of the occupants of the lands referred to in paragraph (a).

ARTICLE 7

As soon as the operations provided in the preceding article have been completed, and the payment made by the Banco Nacional Hipotecario Urbano y de Obras Públicas, S.A., to the Government of the United States as provided in Article 5, the Government of the United States shall so inform the Government of Mexico. The International Boundary and Water Commission shall then proceed to demarcate the new international boundary, recording the demarcation in a Minute. The relocation of the international boundary and the transfer of lands provided for in this Convention shall take place upon express approval of that Minute by both Governments in accordance with the procedure established in the second paragraph of Article 25 of the Treaty of February 3, 1944.[1]

ARTICLE 8

The costs of constructing the new river channel shall be borne in equal parts by the two Governments. However, each Government shall bear the costs of compensation for the value of the structures or improvements which must be destroyed, within the territory under its jurisdiction prior to the relocation of the international boundary, in the process of constructing the new channel.

que serán transferidos a México y de los correspondientes a los derechos de vía de la parte del nuevo cauce del río que quede en territorio de los Estados Unidos;

(b) La desocupación en orden de los residentes de los terrenos a que se hace referencia en el párrafo (a).

ARTICULO 7

Tan pronto como hayan quedado terminadas las operaciones previstas en el artículo precedente y el Banco Nacional Hipotecario Urbano y de Obras Públicas, S.A., haya hecho al Gobierno de los Estados Unidos el pago a que se refiere el Artículo 5, el Gobierno de los Estados Unidos así lo informará al Gobierno de México. La Comisión Internacional de Límites y Aguas procederá entonces a demarcar el nuevo límite internacional, haciendo constar la demarcación en un acta. El cambio de localización del límite internacional y la transferencia de terrenos que prevé esta Convención se efectuarán al ser aprobada expresamente dicha acta por ambos Gobiernos de conformidad con el procedimiento establecido en el segundo párrafo del Artículo 25 del Tratado de 3 de febrero de 1944.

ARTICULO 8

El costo de construcción del nuevo cauce del río será cubierto, por partes iguales, por los dos Gobiernos. Sin embargo, cada Gobierno cubrirá la indemnización por las construcciones o mejoras que tengan que destruirse en el territorio bajo su jurisdicción antes del cambio de localización del límite internacional para construir el nuevo cauce.

[1] TS 994; 59 Stat. 1258.

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ARTICLE 9

The International Boundary and Water Commission is charged with the relocation of the river channel, the construction of the bridges herein provided for, and the maintenance, preservation and improvement of the new channel. The Commission's jurisdiction and responsibilities, set forth in Article XI of the 1933 Convention for the maintenance and preservation of the Rio Grande Rectification Project, are extended upstream from that part of the river included in the Project to the point where the Rio Grande meets the land boundary between the two countries.

ARTICLE 10

The six existing bridges shall, as a part of the relocation of the river channel, be replaced by new bridges. The cost of constructing the new bridges shall be borne in equal parts by the two Governments. The bridges which replace those on Stanton-Lerdo and Santa Fe-Juarez streets shall be located on the same streets. The location of the bridge or bridges which replace the two Cordova Island bridges shall be determined by the International Boundary and Water Commission. The agreements now in force which relate to the four existing bridges between El Paso and Ciudad Juarez shall apply to the new international bridges which replace them. The international bridge or bridges which replace the two Cordova Island bridges shall be toll free unless both Governments agree to the contrary.

ARTICULO 9

La Comisión Internacional de Límites y Aguas queda encargada del cambio de localización del cauce del río, de la construcción de los puentes que esta Convención dispone y del mantenimiento, conservación y mejoramiento del nuevo cauce. La jurisdicción y las responsabilidades de la Comisión, establecidas en el Artículo XI de la Convención de 1933 para el mantenimiento y conservación de las obras de rectificación del Río Bravo, se amplían aguas arriba del tramo del río en que están dichas obras hasta el punto de encuentro del Río Bravo y el límite terrestre entre los dos países.

ARTICULO 10

Los seis puentes existentes se reemplazarán por nuevos puentes como parte de la obra del cambio de localización del cauce del río. El costo de construcción de los nuevos puentes será cubierto, por partes iguales, por los dos Gobiernos. Los puentes que reemplacen los de las calles Stanton-Lerdo y Santa Fé-Juárez se localizarán en esas mismas calles. La localización del puente o puentes que reemplacen los dos del Corte de Córdova será determinada por la Comisión Internacional de Límites y Aguas. Los convenios que están en vigor con relación a los cuatro puentes que existen entre El Paso y Ciudad Juárez se aplicarán a los nuevos puentes internacionales que los reemplacen. El puente o puentes internacionales que reemplacen los dos del Corte de Córdova serán libres de peaje a menos que ambos Gobiernos convengan lo contrario.

ARTICLE 11

The relocation of the international boundary and the transfer of portions of territory resulting therefrom shall not affect in any way:

(a) The legal status, with respect to citizenship laws, of those persons who are present or former residents of the portions of territory transferred;

(b) The jurisdiction over legal proceedings of either a civil or criminal character which are pending at the time of, or which were decided prior to, such relocation;

(c) The jurisdiction over acts or omissions ocurring within or with respect to the said portions of territory prior to their transfer;

(d) The law or laws applicable to the acts or omissions referred to in paragraph (c).

ARTICLE 12

The present Convention shall be ratified and the instruments of ratification shall be exchanged at Mexico City as soon as possible.

The present Convention shall enter into force upon the exchange of instruments of ratification.

DONE at Mexico City the twenty-ninth day of August, nineteen sixty three, in the English and Spanish languages, each text being equally authentic.

For the Government of the United States of America,

THOMAS C. MANN

Thomas C. Mann.

[SEAL]

ARTICULO 11

El cambio de localización del límite internacional y la transferencia de porciones de territorio que de él resulte no afectarán de ninguna manera:

(a) La situación legal, por lo que respecta a las leyes de nacionalidad, de las personas que actualmente residen o con anterioridad han residido en las porciones de territorio transferidas;

(b) La jurisdicción sobre procedimientos judiciales, de carácter civil o criminal, pendientes en la fecha en que se efectúe el cambio de localización o resueltos con anterioridad a esa fecha;

(c) La jurisdicción sobre actos u omisiones ocurridos en dichas porciones de territorio o en relación con ellas, anteriores a su transferencia;

(d) La ley o leyes aplicables a los actos u omisiones a que se hace referencia en el párrafo (c).

ARTICULO 12

La presente Convención será ratificada y los instrumentos de ratificación se canjearán en la ciudad de México tan pronto como sea posible.

La presente Convención entrará en vigor al canjearse los instrumentos de ratificación.

HECHA en la ciudad de México a los veintinueve días del mes de agosto de mil novecientos sesenta y tres, en inglés y español, siendo ambos textos igualmente auténticos.

Por el Gobierno de los Estados Unidos Mexicanos,

MANUEL TELLO.

Manuel Tello.

[SEAL]

ANNEXES

Authentic copies of Minute 214 of the International Boundary and Water Commission, United States and Mexico, and of the map attached thereto.

ANEXOS

Copias auténticas del acta número 214 de la Comisión Internacional de Límites y Aguas entre México y los Estados Unidos y del mapa adjunto a la misma.

INTERNATIONAL BOUNDARY AND WATER COMMISSION

UNITED STATES AND MEXICO

CIUDAD JUÁREZ, CHIHUAHUA,
August 28, 1963.

MINUTE NO. 214

ENGINEERING CONSIDERATIONS RELATING TO RELOCATION OF THE RIO GRANDE AT EL PASO, TEXAS, AND CIUDAD JUAREZ, CHIHUAHUA.

The Commission met at the offices of the Mexican Section, at Ciudad Juárez, Chihuahua, on August 28, 1963 at 10:00 a.m., to consider the engineering criteria and plans required to put into effect the joint recommendations for relocation of the channel of the Rio Grande at El Paso-Ciudad Juárez, referred to in the Memoranda of July 17, 1963 [1] entitled "Recommendations to the Presidents of the United States and of Mexico by the Department of State and the Ministry of Foreign Relations for a Complete Solution of the Chamizal Problem".

The Commissioners reviewed the engineering aspects of the new channel of the river recommended in the Memoranda under reference, and the studies and computations which, under instructions from their respective Governments, they made of those aspects during the preparation of the Memoranda. They reviewed the "Preliminary Plan, Relocation of Rio Grande, El Paso, Texas-Ciudad Juárez, Chihuahua", which is attached to this Minute as an Exhibit and forms part hereof, as well as the engineering studies and criteria on which it is based and the preliminary cost estimates of the new channel and of the bridges which are to replace those presently in service.

[1] Not printed.

COMISION INTERNACIONAL DE LIMITES Y AGUAS

ENTRE MEXICO Y ESTADOS UNIDOS

CIUDAD JUÁREZ, CHIHUAHUA,
28 de agosto de 1963.

ACTA NUM. 214

CONSIDERACIONES DE INGENIERIA SOBRE EL CAMBIO DEL CAUCE DEL RIO BRAVO EN CIUDAD JUAREZ, CHIHUAHUA, Y EL PASO, TEXAS.

La Comisión se reunió en las oficinas de la Sección Mexicana en Ciudad Juárez, Chihuahua, a las diez horas del día 28 de agosto de 1963, para considerar el criterio de ingeniería y planes que se requieren para poner en práctica las recomendaciones conjuntas para el cambio del cauce del Río Bravo en Ciudad Juárez-El Paso, consignadas en los memorándumes del 17 de julio de 1963, titulados "Recomendaciones a los Presidentes de México y de los Estados Unidos que formulan la Secretaría de Relaciones Exteriores y el Departamento de Estado para la solución completa del problema de El Chamizal".

Los Comisionados examinaron las características de ingeniería del nuevo cauce del río que se recomienda en los memorándumes de referencia, y los cálculos y estudios que, en cumplimiento de las instrucciones que les fueron dadas por sus respectivos Gobiernos, hicieron sobre esas características durante la formulación de los memorándumes. Revisaron el "Anteproyecto del Nuevo Cauce del Río Bravo en Ciudad Juárez, Chihuahua-El Paso, Texas", que se acompaña a esta Acta como Anexo y forma parte de ella, así como los estudios y criterio de ingeniería en que se basa, y la estimación preliminar del costo del nuevo cauce y de los puentes que reemplazarán a los actualmente en servicio.

They noted that the centerline of the proposed new channel would diverge from the centerline of the present channel at point "A" shown on the Exhibit. Beginning at that point, the centerline is described as follows, with distances approximate: It would be aligned easterly along a curve of 2,300-foot radius and 0.44 mile in length, and a tangent of 0.62 mile, approximately parallel to the present channel and from 600 to 900 feet to the north of it; thence northeasterly along a curve of 1,640-foot radius and 0.32 mile in length, and a tangent of 0.22 mile; thence easterly along a curve 2,080 feet in radius and 0.35 mile in length and a tangent of 0.62 mile, crossing the west boundary of Cordova Island at a point 200 feet to the south of Monument No. 3 and approximately 1,000 feet to the south of the north boundary of said Island and 3,500 feet to the north of the present channel of the river; the line would continue to the southeast along a curve 1,910 feet in radius and 0.38 mile in length, which would cross the east boundary of Cordova Island 330 feet to the east of Monument No. 13 and thence also southeasterly along a tangent 0.82 mile; thence easterly along a curve of 5,730 feet in radius and 0.53 mile in length to connect with the present channel. The total length of the new channel would be approximately 4.3 miles.

The Commissioners found that the hydrologic studies, together with the consideration that the business districts of the two cities require a high degree of flood protection, support the criterion that the new river channel should be designed to carry a flood of 18,000 cubic feet per second with 3.3 feet of freeboard, as shown on the

Tomaron nota de que la línea media del nuevo cauce propuesto se apartaría de la línea media del cauce actual en el punto "A" que se muestra en el Anexo. Comenzando en ese punto, la línea media se describe a continuación con dimensiones aproximadas: se dirigiría al este a lo largo de una curva de 700 metros de radio y 710 metros de longitud y una tangente de 1,000 metros, aproximadamente paralela al cauce actual y de 180 a 270 metros al norte de él; de allí continuaría al noreste por una curva de 500 metros de radio y 510 metros de longitud y una tangente de 350 metros; seguiría al oriente por una curva de 630 metros de radio y 560 metros de longitud y una tangente de 1,000 metros que cruzaría el lindero occidental del Corte de Córdova en un punto 60 metros al sur del Monumento Núm. 3 y estaría aproximadamente 300 metros al sur del lindero norte de dicho Corte y 1,070 metros al norte del cauce actual del río; la línea continuaría al sureste por una curva de 580 metros de radio y 610 metros de longitud, que cruzaría el lindero oriental del Corte de Córdova 100 metros al oriente del Monumento Núm. 13; seguiría, también al sureste, por una tangente de 1,320 metros; de ahí se dirigiría al este por una curva de 1,750 metros de radio y 850 metros de longitud para conectar con el cauce actual. La longitud total del nuevo cauce sería de 6,910 metros aproximadamente.

Los Comisionados encontraron que los estudios hidrológicos, junto con la consideración de que las zonas comerciales de las dos ciudades requieren un alto grado de protección contra inundaciones, justifican el criterio de que el nuevo cauce del río debería diseñarse con la capacidad necesaria para que pase en él una avenida de

preliminary plan. They found that the proposed alignment of the new concrete-lined channel would be free of abrupt turns which might cause a significant rise in flood stages; that notwithstanding the fact that the new channel would have a greater length and curvature than the present channel, water elevations for the design flood would be lower in the new channel because of reduction in friction losses due to its concrete lining; that the lined channel requires considerably less width of right-of-way through the high-cost urban areas, with substantial savings in costs of land and improvements for right-of-way and in construction of new bridges; and that the preliminary plan also provides for inlet works to allow entrance of storm drainage, and for check structures in the new channel to be able to provide a water depth of six feet or more.

The two Commissioners noted that the relocation of the Rio Grande at El Paso-Ciudad Juárez requires approval of a Convention by the two Governments.

The Commission then adopted the following resolution, subject to the approval of the two Governments:

A. The Commission finds engineeringly sound the new location of the river at El Paso-Ciudad Juárez as recommended, and as shown on the Exhibit, and approves the preliminary plan and cost estimates shown thereon, subject to such modifications as the Commission may agree upon in final design and construction.

500 metros cúbicos por segundo con un metro de bordo libre, como se ilustra en el Anteproyecto. Encontraron que el alineamiento que se propone para el nuevo cauce revestido de concreto no tendría curvas pronunciadas que pudieran causar una sobreelevación importante en los niveles de agua de las avenidas; que no obstante que el nuevo cauce tendría mayor longitud y curvatura que el cauce actual, por la reducción de las pérdidas de fricción debida a su revestimiento de concreto, los niveles del agua para la avenida de diseño serían menores en él que en el cauce actual; que el cauce revestido requiere una anchura considerablemente menor de derecho de vía en las costosas zonas urbanas, obteniéndose, por tanto, ahorros considerables en los costos de terrenos y construcciones para el derecho de vía, así como en la construcción de los nuevos puentes; y que el Anteproyecto también prevé obras para la entrada de drenaje pluvial y represas en el nuevo cauce para poder tener una profundidad de agua de 1.80 metros o más.

Los dos Comisionados tomaron nota de que el cambio de localización del Río Bravo en Ciudad Juárez-El Paso requiere la aprobación de una Convención por los dos Gobiernos.

A continuación, la Comisión adoptó la siguiente resolución, sujeta a la aprobación de los dos Gobiernos:

A.– La Comisión encuentra correcta, desde el punto de vista de ingeniería, la nueva localización del río en Ciudad Juárez-El Paso que se recomienda, y que se muestra en el Anexo, y aprueba el Anteproyecto y el presupuesto preliminar que en el mismo se indica, sujeto a las modificaciones que la Comisión convenga en el diseño final y en su construcción.

B. The Commission specifically approves the following findings of the preliminary plan:

1) The precise areas which would be affected by relocation of the river, which in the aforementioned Memoranda and the maps attached thereto are given approximately to the nearest acre and hectare, are as follows: South of the centerline of the relocated channel and north of the present channel of the Rio Grande there would be a tract of 823.50 acres comprised of 366.00 acres in the Chamizal Tract, 193.16 acres in the southerly part of Cordova Island, and 264.34 acres to the east of the Island. North of the centerline of the relocated channel would be a tract of 193.16 acres which presently is the northerly part of Cordova Island.

2) The new channel of the Rio Grande as shown on the Exhibit would be concrete-lined, with cross-section as narrow as compatible with the capacity required to carry the design flood.

3) The new channel would provide a high degree of flood protection and a stable channel which could be properly operated and maintained by the two Governments through their respective Sections of the Commission. The new lined channel would provide a stable international boundary, would permit more effective sanitary control of the river, and would contribute to improvement and beautification of the border between the two countries at El Paso-Ciudad Juárez.

B.– La Comisión aprueba específicamente los siguientes resultados a que se llega en el Anteproyecto:

1) Las superficies precisas que serían afectadas por el cambio de localización del río, que en los memorándumes citados y sus planos anexos se dan aproximadas a la hectárea o acre enteros más próximos, son las siguientes: al sur de la línea media del nuevo cauce y al norte del cauce actual del Río Bravo quedaría una porción de 333.260 hectáreas compuesta por 148.115 hectáreas en la zona de El Chamizal, 78.170 hectáreas en la parte sur del Corte de Córdova y 106.975 hectáreas al este del Corte. Al norte de la línea media del nuevo cauce, quedaría una porción de 78.170 hectáreas que actualmente es la parte norte del Corte de Córdova.

2) El nuevo cauce del Río Bravo, como se muestra en el Anexo, estaría revestido de concreto y tendría una sección transversal tan angosta como lo permita la capacidad que se necesita para la avenida de diseño.

3) El nuevo cauce proporcionaría un alto grado de protección contra inundaciones y un cauce estable que podría ser operado y mantenido en forma adecuada por los dos Gobiernos, por conducto de sus respectivas Secciones de la Comisión. El nuevo cauce revestido proporcionaría un límite internacional estable, permitiría un control sanitario más eficaz del río, y contribuiría al mejoramiento y embellecimiento de la frontera entre los dos países en Ciudad Juárez-El Paso.

C. The Commission recommends the following joint measures by the two Governments to implement the plan:

1) That when the Convention relating to the relocation of the river comes into force, the International Boundary and Water Commission:

a) Make the necessary topographic surveys for demarcation of the new boundary.

b) Prepare detail plans and perform all other engineering work preliminary to and preparatory for relocation of the river as may be required by the Convention.

c) Undertake, at the earliest practicable date, the construction of the new bridges required to replace the six existing bridges and such portions of the new river channel as might be feasible and desirable as determined by the Commission. The bridge or bridges required to replace the two existing Cordova Island bridges shall be located as determined by the Commission, and each Section of the Commission shall assume responsibility for operation and maintenance of the portion of such bridge or bridges in its country, with the understanding that each Section may make arrangements if deemed necessary or desirable with local authorities of its country for operation and maintenance of its part of such bridge or bridges or for repayment of costs of said operation and maintenance.

C.– La Comisión recomienda las siguientes medidas conjuntas de los dos Gobiernos para llevar a cabo el proyecto:

1) Que cuando entre en vigor la Convención relativa al cambio del cauce del río, la Comisión Internacional de Límites y Aguas:

a) Haga los levantamientos topográficos que se necesiten para demarcar la nueva línea divisoria.

b) Prepare los planos detallados y ejecute todos los otros trabajos de ingeniería previos o preparatorios para la construcción del nuevo cauce del río, que requiera la Convención.

c) Emprenda, tan pronto como sea practicable, la construcción de los nuevos puentes que se requieran para sustituir los seis puentes existentes y la de aquellas partes del nuevo cauce del río que la Comisión determine que su construcción sea factible y conveniente. El puente o puentes que se requieran para sustituir a los dos que existen en el Corte de Córdova se localizarán en donde decida la Comisión y que cada Sección de la Comisión asumirá la responsabilidad de la operación y mantenimiento de la parte del puente o puentes que quede en su país, en la inteligencia de que cada Sección podrá hacer los arreglos, si lo estima necesario o conveniente, con las autoridades locales de su país para la operación y mantenimiento que le corresponda de tal puente o puentes, o para el reintegro del importe de dicha operación y mantenimiento.

2) That when such prerequisite measures as are set forth in the Convention have been effected:

a) Each Government, in the territory under its jurisdiction, remove all structures from the right-of-way for the new channel as delineated by the Commission.

b) The Commission demarcate the new boundary line.

c) The Commission, after the two Governments have approved the new boundary line, proceed to complete the relocation of the river channel and all related engineering operations.

D. The Commission recommends that the equal division between the two countries of total costs of constructing the new channel and bridges, as recommended in the Memoranda of July 17, 1963, be effected by each Government performing, through its Section of the Commission, a portion of the construction work corresponding to one-half of the total cost.

E. The Commission recommends that in carrying out the construction of works allotted to it, each Section of the Commission may make use of any competent public or private agencies in accordance with the laws of its country.

F. It is recommended that each Section of the Commission observe, in the works which it may have to execute in the other country, the laws of that country, with the exemptions and facilities hereinafter stated:

1) All materials, implements, equipment and repair parts intended for the construction, operation and maintenance of such works shall be exempt from taxes relating to imports and exports. For this purpose, each Section of the Com-

2) Que cuando se hayan efectuado las medidas previas que se estipulen en la Convención:

a) Cada Gobierno, en el territorio bajo su jurisdicción, despeje de construcciones el derecho de vía del nuevo cauce delineado por la Comisión.

b) La Comisión demarque la nueva línea divisoria.

c) La Comisión, después de que los dos Gobiernos hayan aprobado la nueva línea divisoria, proceda a terminar la construcción del nuevo cauce del río y todos los trabajos de ingeniería conexos.

D.– La Comisión recomienda que la distribución del costo total de construcción del nuevo cauce y puentes por mitad entre los dos países, que se recomienda en los memorándumes del 17 de julio de 1963, se efectúe ejecutando cada Gobierno, por conducto de su Sección de la Comisión, una parte del trabajo de construcción correspondiente a la mitad del costo total.

E.– La Comisión recomienda que para llevar a cabo la construcción de las obras que se le asignen, cada Sección de la Comisión utilice los organismos públicos o privados competentes de acuerdo con las leyes de su país.

F.– Se recomienda que cada una de las Secciones de la Comisión observe en los trabajos que deba ejecutar en el otro país las leyes de ese país, con las franquicias y facilidades que enseguida se consignan:

1) Todos los materiales, implementos, equipos y refacciones destinados a la construcción, operación y mantenimiento de tales obras, quedarán exceptuados de impuestos para su importación y exportación, para lo cual cada Sección de la Comisión

mission shall furnish verification certificates covering all materials, implements, equipment and repair parts intended for such works.

2) The personnel employed either directly or indirectly on the construction, operation or maintenance of such works shall be permitted to pass freely from one country to the other for the purpose of going to and from the place of location of the works, without any immigration restrictions, passports, or labor requirements. For this purpose, each Section of the Commission shall furnish adequate means of identification to the personnel employed by it on the aforesaid works.

G. The Commission recommends that construction of the works built in pursuance of the provisions of the Convention not confer upon either of the two countries any rights either of property or of jurisdiction over any part whatsoever of the territory of the other, and that the jurisdiction of each country be limited by the international boundary, which would be marked on the works.

H. The Commission recommends that to effectuate the provisions of the Convention each Government through its respective Section of the Commission obtain and retain direct ownership, control and jurisdiction over the part of the new channel of the river and the right-of-way in its own territory as shown on the Exhibit, the structures and improvements located therein except for the new bridges to replace the four that presently exist between El Paso and Ciudad Juárez, as well as over such other rights-of-way as each Government may require in its territory.

proporcionará certificados de verificación para los materiales, implementos, equipos y refacciones destinados a dichas obras.

2) El personal empleado directa o indirectamente en la construcción, operación o mantenimiento de dichas obras, podrá pasar libremente de un país al otro con objeto de ir al lugar de esas obras, o regresar de él, sin restricciones de migración, pasaporte, o requisitos de trabajo, para lo cual cada Sección de la Comisión proporcionará una identificación adecuada al personal empleado por la misma en las mencionadas obras.

G.– La Comisión recomienda que la construcción de las obras, en cumplimiento de las disposiciones de la Convención, no confiera a ninguno de los dos países derechos ni de propiedad ni de jurisdicción sobre ninguna parte del territorio del otro, y que la jurisdicción de cada país quede limitada por la línea divisoria internacional que sería marcada en las obras.

H.– La Comisión recomienda que para llevar a cabo las disposiciones de la Convención, cada Gobierno, por conducto de su respectiva Sección de la Comisión, obtenga y conserve el dominio directo, control y jurisdicción sobre la parte del nuevo cauce del río y su derecho de vía ubicados en su propio territorio, como se muestra en el Anexo, incluyendo las construcciones y mejoras en ellos, con excepción de los nuevos puentes que sustituyan los cuatro que actualmente existen entre Ciudad Juárez y El Paso, así como sobre otros derechos de vía que cada Gobierno necesite en su propio territorio.

The meeting then adjourned.

J. F. FRIEDKIN
Commissioner of the United States

D. HERRERA J
Commissioner of Mexico

J D WALSTROM
Secretary of the United States Section

FERNANDO RIVAS S
Secretary of the Mexican Section

Se dio por concluida la reunión.

D. HERRERA J
Comisionado de México

J. F. FRIEDKIN
Comisionado de los Estados Unidos

FERNANDO RIVAS S
Secretario de la Sección de México

J D WALSTROM
Secretario de la Sección de los Estados Unidos

LEGEND

- RELOCATED RIVER
- CUT TO UNITED STATES
- CUT TO MEXICO

15 PA 1
Delivered (36 + 37

PRELIMINARY ESTIMATE OF COSTS FOR RELOCATION OF
RIO GRANDE CHANNEL AT EL PASO, TEXAS, AND CIUDAD JUAREZ, CHIHUAHUA

ITEM	UNIT	ESTIMATED QUANTITY	ESTIMATED COST IN U.S. CURRENCY
Diversion and care of water	Lump Sum		$ 100,000
Channel excavation	C.Y.	1,200,000	420,000
Compacted levee embankment, placing	C.Y.	520,000	130,000
Overhaul of excess embankment	C.Y.	680,000	30,000
Reinforced concrete lining	C.Y.	120,000	2,400,000
Drainage system under lining	L.F.	23,000	345,000
Gravel surfacing levees	C.Y.	20,000	100,000
Side drainage inlets	Lump Sum		50,000
Riprap transition, downstream	C.Y.	19,000	95,000
New bridges, Santa Fe-Juarez and Stanton-Lerdo Streets	Ea.	2	250,000
New Cordova bridges	Ea.	2	200,000
New Railroad bridges	Ea.	2	400,000
Check structures	Ea.	4	600,000
Subtotal			$5,120,000
Engineering and contingencies 25%			1,280,000
Estimated Total Cost			$6,400,000

TYPICAL CROSS SECTION OF PROPOSED CHANNEL

INTERNATIONAL BOUNDARY & WATER COMMISSION
UNITED STATES & MEXICO

RELOCATION OF RIO GRANDE
EL PASO, TEXAS - CIUDAD JUAREZ, CHIHUAHUA

PRELIMINARY PLAN

JULY 25, 1963

PRINCIPAL ENGINEER
U.S. SECTION

ACTING PRINCIPAL ENGINEER
MEXICAN SECTION

WHEREAS the Senate of the United States of America by their resolution of December 17, 1963, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said convention;

WHEREAS the said convention was duly ratified by the President of the United States of America on December 20, 1963, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the United Mexican States;

WHEREAS the respective instruments of ratification of the said convention were duly exchanged at Mexico City on January 14, 1964;

AND WHEREAS it is provided in Article 12 of the said convention that the convention shall enter into force upon the exchange of instruments of ratification;

NOW, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said convention to the end that the said convention and each and every article and clause thereof may be observed and fulfilled with good faith, on and after the fourteenth day of January, 1964, 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 sixteenth day of January in the year of our Lord one thousand nine hundred sixty-four and of the Independence of the United States of America the one hundred eighty-eighth.

[SEAL]

LYNDON B. JOHNSON

By the President:
DEAN RUSK
Secretary of State

The American Ambassador to the Mexican Minister for Foreign Relations

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 364

MEXICO, D.F., *August 29, 1963*

EXCELLENCY:

I have the honor to refer again to the Joint Communique issued in Mexico City on June 30, 1962, by the Presidents of our respective countries. In that statement they announced their agreement to instruct their executive agencies to recommend a complete solution to the Chamizal problem, which, without prejudice to their respective juridical positions, would take into account the entire history of the Chamizal tract. By exchanges of notes on July 17 [1] the Department of State and the Ministry of Foreign Relations approved texts of identical Memoranda [1] recommending such a solution, which was at once accepted by the two Presidents. These Memoranda too noted that the solution was not to prejudice the juridical position of either country.

In the negotiation of a convention to provide for the solution recommended by the Department of State and the Ministry of Foreign Relations, Your Excellency and I have had further occasion to discuss these juridical positions. As Your Excellency is aware, my Government continues to reserve its juridical position with respect to the Arbitral Award of 1911.

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

THOMAS C. MANN

His Excellency
MANUEL TELLO,
Minister for Foreign Relations,
Mexico, D.F.

The Mexican Minister for Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

11295

MÉXICO, D.F., *a 29 de agosto de 1963.*

SEÑOR EMBAJADOR:

Tengo la honra de acusar recibo a Vuestra Excelencia de su muy atenta nota del día de hoy que, para mayor precisión, transcribo en seguida traducida al español:

"Tengo la honra de referirme nuevamente a la Declaración Conjunta expedida en la ciudad de México el 30 de junio de 1962, por los Presidentes de nuestros respectivos países. En esa declaración anunciaron que habían convenido en dar instrucciones a sus órganos ejecutivos para que éstos recomendaran una solución completa del problema de El Chamizal que, sin perjuicio de sus respectivas posiciones jurídicas, tomara en cuenta toda la

[1] Dated July 17, 1963. Not printed.

historia del territorio de El Chamizal. Por cambio de notas de 17 de julio, el Departamento de Estado y la Secretaría de Relaciones Exteriores aprobaron los textos de memorándumes idénticos en que se recomienda una solución de tal naturaleza, la cual fue aceptada inmediatamente por los dos Presidentes. En estos memorándumes también se tomó nota de que la solución no perjudica la posición jurídica de cada país.– En la negociación de la Convención que suministrará la solución recomendada por el Departamento de Estado y la Secretaría de Relaciones Exteriores, Vuestra Excelencia y yo hemos tenido nuevas oportunidades para discutir estas posiciones jurídicas. Como consta a Vuestra Excelencia mi Gobierno continúa reservándose su posición jurídica con respecto al laudo arbitral de 1911".

Por mi parte, deseo dejar constancia de que, como es del conocimiento de Vuestra Excelencia, el Gobierno de México también continúa reservando su posición jurídica con respecto al laudo arbitral de 1911.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

MANUEL TELLO.

Excelentísimo señor THOMAS C. MANN
Embajador de los Estados Unidos de América.
Ciudad.

Translation

MINISTRY FOR FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

11295

MÉXICO, D.F., *August 29, 1963*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's very courteous note of today's date, of which, for the sake of accuracy, I transcribe a Spanish translation below:

[For the English language text of the note, see *ante*, p. 38.]

For my part, I wish to state that, as Your Excellency knows, the Government of Mexico also continues to reserve its juridical position with respect to the Arbitral Award of 1911.

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

MANUEL TELLO.

His Excellency
THOMAS C. MANN,
Ambassador of the United States of America,
City.

POLAND

Agricultural Commodities

Agreement signed at Washington February 3, 1964;
Entered into force February 3, 1964.
With exchanges of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Polish People's Republic:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the purchase for Polish zlotys of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Poland pursuant to Title I of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

SALES FOR POLISH ZLOTYS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Polish People's Republic of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Polish zlotys, to purchasers authorized by the Government of the

[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

Polish People's Republic, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (Millions)
Wheat	$ 9.7
Cotton	5.7
Edible Oil	10.8
Tobacco (leaf)	2.6
Ocean transportation (est.)	1.9
Total	$ 30.7

2. Applications for purchase authorizations will be made within 90 calendar days after the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Polish zlotys accruing from such sale, and other relevant matters.

3. 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

USES OF ZLOTYS

1. The two Governments agree that the zlotys accruing to the Government of the United States of America as a consequence of the sales made pursuant to this Agreement may be used by the Government of the United States of America, in accordance with Section 104 of the Act, to help develop new markets for United States agricultural commodities under subsection (a) thereof; to finance the purchase of goods or services for other countries under subsection (d) thereof; to pay United States obligations under subsection (f) thereof; to finance educational exchange activities under subsection (h) thereof; to finance the translation, publication and distribution of books and periodicals under subsection (i) thereof; and for other expenditures by the Government of the United States of America under subsections (j), (k), (l), (m), (n), (q), and (r) thereof.

2. The zlotys accruing under the Agreement may be expended by the Government of the United States of America, for the purposes stated in paragraph 1 of this Article, in such manner and order of priority as the Government of the United States of America shall determine. It is understood that, with respect to the purchase of

33-259 O-64-4

goods or services for other countries, the types, quantities and prices will be subject to negotiation between the two Governments.

ARTICLE III

DEPOSIT OF ZLOTYS

1. The amount of Polish zlotys to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into zlotys, as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions if [1] maintained by the Government of the Polish People's Republic, or

(b) if more than one legal rate for foreign exchange transactions exists, at the highest of any rate of exchange (i.e., the largest number of zlotys per US dollar) established by the Government of the Polish People's Republic, or any agency thereof, prevailing on the dates of dollar disbursement by the Government of the United States of America.

2. Any refunds of Polish zlotys which may become due under this Agreement may be made by the Government of the United States of America from funds available under this Agreement. Any refunds of Polish zlotys which may be due or become due under any prior agreement under the Act for which undisbursed funds are no longer available in the accounts of the Government of the United States of America in Poland may be made by the Government of the United States of America from funds available under this Agreement. In the event that a subsequent agricultural commodities agreement or agreements should be signed by the two Governments under the Act, any refunds of zlotys which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent agricultural agreement in effect at the time of the refund.

3. The two Governments agree that the following procedure shall apply with respect to the zlotys deposited to the account of the Government of the United States of America under this Agreement:

(a) On the date of the deposit of such zlotys to the account of the United States they shall, at the same rate of exchange at which they were deposited, be converted and transferred to a special dollar denominated account to the credit of the United States Government in the National Bank of Poland.

[1] Should read "is".

(b) Withdrawals in zlotys from such special dollar denominated account by the United States for uses referred to in Article II of this Agreement other than the purchase of goods or services for other countries shall be paid by the National Bank of Poland at the highest of any rate of exchange (i.e., the largest number of zlotys per US dollar) established by the Government of the Polish People's Republic, or any agency thereof, prevailing on the date of the withdrawal, provided that if such rate is more appreciated than the rate at which zlotys were deposited under paragraph 1 of this Article, the rate in paragraph 1 shall apply.

(c) Payment for purchases of goods or services for other countries referred to in Article II of this Agreement shall be made by reducing the balance in the dollar denominated account by an amount equal to the dollar prices of such purchases agreed upon by the two Governments.

(d) If any unused balance remains in such special dollar denominated account on and after January 2, 1974, the Government of the Polish People's Republic agrees that, if the Government of the United States of America shall so elect, the National Bank of Poland will sell to the Government of the United States the sum of $750,000 in dollar exchange annually, beginning January 2, 1974, and on each succeeding January 2, such dollar exchanges to be paid for by reducing the balance in the dollar denominated account by the same amount.

Article IV

GENERAL UNDERTAKINGS

1. The Government of the Polish People's Republic will take all possible measures to prevent the resale 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, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America), and to assure that the purchase of such commodities does not result in increased availability of these or like commodities for export to other countries.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities.

3. The Government of the Polish People's Republic will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings as described in paragraph 1 of the letter accompanying the Agreement [1]; and information relating to imports and exports of the same or like commodities.

ARTICLE V

CONSULTATION

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

ARTICLE VI

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

DONE in duplicate at Washington in the English and Polish languages this 3rd day of February, 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
GEORGE W BALL

FOR THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC:
F MODRZEWSKI

UMOWA O PRODUKTACH ROLNYCH ZAWARTA MIĘDZY RZĄDEM STANÓW ZJEDNOCZONYCH AMERYKI I RZĄDEM POLSKIEJ RZECZYPOSPOLITEJ LUDOWEJ NA PODSTAWIE TYTUŁU I USTAWY O ROZWOJU HANDLU ROLNEGO ORAZ POMOCY, Z PÓŹNIEJSZYMI ZMIANAMI

Rząd Stanów Zjednoczonych Ameryki i Rząd Polskiej Rzeczypospolitej Ludowej,

Uznając, że pożądane jest rozwinięcie handlu produktami rolnymi między obu tymi krajami w taki sposób, który nie wywołałby zakłóceń w normalnej sprzedaży tych produktów przez Stany Zjednoczone Ameryki, ani nie doprowadziłby do niepożądanego załamania światowych cen produktów rolnych,

Uważając, że kupno za złote polskie produktów rolnych wytwarzanych w Stanach Zjednoczonych Ameryki przyczyni się do osiągnięcia takiego rozwinięcia handlu,

[1] See *post*, p. 51.

Pragnąc ogłosić porozumienia normujące sprzedaż Polsce niżej wyszczególnionych produktów rolnych zgodnie z Tytułem I Ustawy o Rozwoju Handlu Rolnego oraz Pomocy, z późniejszymi zmianami /zwanej dalej Ustawą/, jak również środki, które oba Rządy podejmą indywidualnie i wspólnie w dążeniu do rozwoju handlu takimi produktami,

Zawarły następujące porozumienie:

ARTYKUŁ I

SPRZEDAŻ ZA ZŁOTE

1. Pod warunkiem wydania przez Rząd Stanów Zjednoczonych Ameryki i przyjęcia przez Rząd Polskiej Rzeczypospolitej Ludowej upoważnień do zakupów oraz pod warunkiem, że w czasie eksportowania będą do dyspozycji produkty objęte Ustawą, Rząd Stanów Zjednoczonych Ameryki, zobowiązuje się finansować sprzedaż za złote nabywcom upoważnionym przez Rząd Polskiej Rzeczypospolitej Ludowej następujących produktów rolnych, w niżej podanych sumach:

Produkt	Eksportowa wartość rynkowa /w milionach dolarów/
pszenica	9, 7
bawełna	5, 7
oleje jadalne	10, 8
tytoń	2, 6
transport morski /szac./	1, 9
ogółem	30, 7

2. Wnioski o upoważnienia do zakupów zostaną złożone w ciągu 90 dni kalendarzowych od daty wejścia w życie niniejszej Umowy z tym zastrzeżeniem, że wnioski o upoważnienia do zakupów dla wszelkich dodatkowych produktów lub ilości produktów, przewidzianych we wszelkich uzupełnieniach do niniejszej Umowy, zostaną złożone w ciągu 90 dni od daty wejścia w życie takiego uzupełnienia. Upoważnienia do zakupów będą zawierały postanowienia odnośnie sprzedaży i dostarczenia produktów, czasu i okoliczności deponowania złotych przypadających z tytułu takiej sprzedaży oraz odnośnie innych związanych z tym spraw.

3. Finansowanie, sprzedaż i dostarczanie produktów na podstawie tej Umowy może zostać zakończone przez każdy z obu Rządów, jeżeli ten Rząd stwierdzi, że z powodu zmienionych warunków kontynuowanie takiego finansowania, sprzedaży lub dostarczania jest niepotrzebne lub niepożądane.

ARTYKUŁ II

SPOSOBY ZUŻYCIA ZŁOTYCH

1. Oba Rządy godzą się, że złote przypadające Rządowi Stanów Zjednoczonych Ameryki w wyniku sprzedaży dokonanych na podsta-

wie niniejszej Umowy, mogą być zużyte przez Rząd Stanów Zjednoczonych Ameryki stosownie do Sekcji 104 Ustawy dla ułatwienia rozwinięcia nowych rynków dla produktów rolnych Stanów Zjednoczonych stosownie do podsekcji /a/, na sfinansowanie zakupu towarów lub usług dla innych krajów stosownie do podsekcji /d/, na uregulowanie zobowiązań Stanów Zjednoczonych stosownie do podsekcji /f/, na sfinansowanie działalności związanej z wymianą naukową stosownie do podsekcji /h/, na sfinansowanie tłumaczenia, wydania i rozprowadzenia książek i czasopism stosownie do podsekcji /i/ oraz na inne wydatki Rządu Stanów Zjednoczonych Ameryki stosownie do podsekcji /j/, /k/, /l/, /m/, /n/, /q/ i /r/.

2. Rząd Stanów Zjednoczonych Ameryki może zużyć złote przypadające mu na podstawie niniejszej Umowy na cele wymienione w paragrafie 1 niniejszego Artykułu w taki sposób i w takiej kolejności, w jakiej to określi Rząd Stanów Zjednoczonych Ameryki. Rozumie się, że odnośnie zakupu towarów lub usług dla innych krajów, ich rodzaje, ilości i ceny będą przedmiotem rokowań pomiędzy obu Rządami.

Artykul III

DEPONOWANIE ZŁOTYCH

1. Suma złotych, które mają być zdeponowane na rachunku Stanów Zjednoczonych Ameryki powinna stanowić równowartość dolarowej wartości sprzedaży produktów oraz kosztów transportu, rembursowanych lub finansowanych przez Rząd Stanów Zjednoczonych Ameryki /z wyjątkiem nadwyżki kosztów, wynikającej z wymogu używania statków bandery Stanów Zjednoczonych/ przeliczonych na złote w następujący sposób:

/a/ w wypadku, jeżeli Rząd Polskiej Rzeczypospolitej Ludowej utrzymuje jednolity kurs wymiany, stosowany do wszystkich transakcji dewizowych, wedle kursu waluty dolarowej stosowanego do handlowych transakcji importowych w dniu dokonywania wypłat dolarowych przez Stany Zjednoczone, lub

/b/ jeżeli istnieje więcej niż jeden kurs urzędowy dla transakcji dewizowych, po najwyższym ze wszystkich kursów /tj. wedle największej ilości złotych za dolara US/ ustanowionych przez Rząd Polskiej Rzeczypospolitej Ludowej lub jakikolwiek jego organ, obowiązujących w dniu dokonywania wypłat dolarowych przez Rząd Stanów Zjednoczonych Ameryki.

2. Wszelkie refundacje złotych, które mogą być należne w ramach niniejszej Umowy, mogą być dokonane przez Rząd Stanów Zjednoczonych Ameryki z funduszów będących do dyspozycji w ramach tej Umowy. Wszelkie refundacje złotych, które mogą być należne lub staną się należne w ramach jakiejkolwiek poprzedniej umowy zawartej w ramach Ustawy, dla których nie ma już do dyspozycji nie wydatkowanych funduszów na kontach Rządu Stanów Zjednoczonych

Ameryki w Polsce, mogą być dokonane przez Rząd Stanów Zjednoczonych Ameryki z funduszów będących do dyspozycji w ramach tej Umowy. W przypadku, jeżeli oba Rządy podpiszą na podstawie Ustawy następną lub następne umowy o produktach rolnych, wszelkie refundacje złotych, które mogą być należne lub staną się należne w ramach niniejszej Umowy więcej niż w dwa lata od wejścia w życie tej Umowy, dokonane będą przez Rząd Stanów Zjednoczonych Ameryki z funduszów będących do dyspozycji z najświeższej umowy o produktach rolnych, obowiązującej w chwili refundacji.

3. Oba Rządy godzą się, że odnośnie złotych deponowanych na podstawie niniejszej Umowy na rachunek Rządu Stanów Zjednoczonych Ameryki stosować się będzie następujące postępowanie:

/a/ w dniu zdeponowania tych złotych na rachunek Stanów Zjednoczonych będą one przeliczone po tym samym kursie, po którym zostały zdeponowane, i przeniesione na specjalny rachunek dolarowy Rządu Stanów Zjednoczonych w Narodowym Banku Polskim.

/b/ Wypłaty w złotych na rzecz Stanów Zjednoczonych z tego specjalnego rachunku dolarowego na cele wymienione w Artykule II niniejszej Umowy, z wyjątkiem zakupu towarów lub usług dla innych krajów, będą dokonywane przez Narodowy Bank Polski po najwyższym ze wszystkich kursów /tj. wedle największej ilości złotych za dolara US/ ustanowionych przez Rząd Polskiej Rzeczypospolitej Ludowej lub jakikolwiek jego organ, obowiązujących w dniu wypłaty z tym zastrzeżeniem, że jeżeli taki kurs jest mniej korzystny od kursu, po którym złote zostały zdeponowane stosownie do paragrafu 1 niniejszego Artykułu, to zostanie zastosowany kurs z paragrafu 1.

/c/ Zapłata za zakupy towarów lub usług dla innych krajów, wymienione w Artykule II niniejszej Umowy, będzie dokonana przez zmniejszenie salda rachunku dolarowego o sumę równą cenom dolarowym takich zakupów, uzgodnionym przez oba Rządy.

/d/ Jeżeli w dniu 2. stycznia 1974 r. lub później pozostanie na tym specjalnym rachunku dolarowym jakieś nie zużyte saldo, Rząd Polskiej Rzeczypospolitej Ludowej zgadza się, że w przypadku wyrażenia takiego życzenia przez Rząd Stanów Zjednoczonych Ameryki, Narodowy Bank Polski będzie sprzedawał Rządowi Stanów Zjednoczonych na sumę dolarów 750.000 rocznie w walucie dolarowej, począwszy od 2. stycznia 1974 r. i każdego następnego 2. stycznia z tym, że ta suma dolarowa będzie opłacona przez zmniejszenie o taką samą sumę salda na rachunku dolarowym.

ARTYKUŁ IV

POSTANOWIENIA OGÓLNE

1. Rząd Polskiej Rzeczypospolitej Ludowej podejmie wszelkie możliwe kroki, ażeby zapobiec odsprzedaży lub reeksportowi do

innych krajów lub zużyciu na cele inne niż krajowe /z wyjątkiem, kiedy taka odsprzedaż, reeksport lub zużycie zostanie w każdym poszczególnym przypadku zaakceptowane przez Rząd Stanów Zjednoczonych Ameryki/ produktów rolnych, zakupionych zgodnie z postanowieniami niniejszej Umowy oraz nie dopuścić do eksportu jakiegokolwiek produktu pochodzenia krajowego lub zagranicznego, który jest taki sam jak produkty zakupione w ramach tej Umowy w okresie rozpoczynającym się od daty tej Umowy i kończącym się na ostatecznej dacie odbioru i zużycia tych produktów /z wyjątkiem, kiedy taki eksport zostanie w każdym poszczególnym przypadku zaakceptowany przez Rząd Stanów Zjednoczonych Ameryki/, jak również zapewnić, żeby w wyniku zakupu takich produktów nie nastąpiło zwiększenie możliwości eksportowych dla tych lub podobnych produktów do innych krajów.

2. Oba Rządy podejmą racjonalne środki zapobiegawcze w celu zapewnienia, ażeby sprzedaż lub zakup produktów rolnych, dokonane na podstawie niniejszej Umowy nie zakłóciły normalnej sprzedaży tych produktów przez Stany Zjednoczone Ameryki lub nie załamały w sposób niepożądany światowych cen produktów rolnych.

3. Rząd Polskiej Rzeczypospolitej Ludowej dostarczy kwartalnych informacji odnośnie postępu wykonania programu, w szczególności odnośnie przybycia i stanu produktów, postanowień odnośnie przeprowadzenia normalnych zakupów, jak wymieniono w paragrafie 1 listu towarzyszącego do Umowy, oraz informacji dotyczących eksportu i importu tych samych lub podobnych produktów.

Artykuł V

KONSULTACJE

Oba Rządy, na żądanie któregokolwiek z nich, będą się konsultować odnośnie wszelkich spraw związanych z zastosowaniem niniejszej Umowy lub z wykonaniem porozumień podjętych na podstawie niniejszej Umowy.

Artykuł VI

WEJŚCIE UMOWY W ŻYCIE

Niniejsza Umowa wchodzi w życie z chwilą podpisania.

Na dowód czego odnośni przedstawiciele, prawidłowo do tego upoważnieni, podpisali niniejszą Umowę.

Sporządzono w dwóch egzemplarzach, każdy w językach angielskim i polskim, w Waszyngtonie dnia 3. lutego 1964 r.

ZA RZĄD STANÓW ZJEDNOCZONYCH AMERYKI

George W Ball

ZA RZĄD POLSKIEJ RZECZYPOSPOLITEJ LUDOWEJ

F Modrzewski

The Secretary of State to the Polish Deputy Minister of Foreign Trade

DEPARTMENT OF STATE
WASHINGTON
Feb 3 1964

EXCELLENCY:

I have the honor to refer to the two Agricultural Commodities Agreements [1] between the Government of the United States of America and the Government of the Polish People's Republic signed today and in particular to Article III, paragraph 1 of both Agreements, concerning the rate of exchange for the deposit of zlotys by the Government of the Polish People's Republic in payment for agricultural commodities.

I wish to confirm the United States Government's understanding of the agreement reached that so long as there is no change in the present exchange rate system of Poland, the rate of twenty-four (24) zlotys per United States dollar shall be considered "the highest of any rate of exchange (i.e., the largest number of zlotys per United States dollar), established by the Government of the Polish People's Republic or any agency thereof".

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

For the Secretary of State:
GEORGE W BALL

George W. Ball
Under Secretary

His Excellency
FRANCISZEK MODRZEWSKI,
Deputy Minister of Foreign Trade
of the Polish People's Republic.

[1] See also TIAS 5517; *post*, p. 59.

The Polish Deputy Minister of Foreign Trade to the Under Secretary of State

EMBASSY
OF THE POLISH PEOPLE'S REPUBLIC
WASHINGTON, D.C.

3 lutego 1964 r.

EKSCELENCJO,

Mam zaszczyt powołać się na Pańską notę z dnia 3 lutego 1964 r, która brzmi następująco:

"Mam zaszczyt powołać się na podpisane dzisiaj między Rządem Stanów Zjednoczonych Ameryki i Rządem Polskiej Rzeczypospolitej Ludowej dwie Umowy o Produktach Rolnych, a w szczególności na Artykuł III, paragraf 1 obu Umów, dotyczący kursu stosowanego przy deponowaniu przez Rząd Polskiej Rzeczypospolitej Ludowej złotych z tytułu zapłaty za produkty rolne.

Pragnę potwierdzić, że Rząd Stanów Zjednoczonych interpretuje osiągniętą umowę w ten sposób, że dopóki nie nastąpi w Polsce zmiana w obecnym systemie kursów, kurs 24 złote za dolara US będzie uważany za "najwyższy ze wszystkich kursów /tj. wedle największej ilości złotych za dolara US/, ustanowionych przez Rząd Polskiej Rzeczypospolitej Ludowej lub jakikolwiek jego organ".

Będę zobowiązany Ekscelencji za potwierdzenie przez Waszą Ekscelencję powyższej interpretacji.

Proszę Ekscelencję o przyjęcie ponownych zapewnień mojego najwyższego szacunku."

Mam zaszczyt potwierdzić w imieniu mojego Rządu interpretacje przedstawioną w wyżej zacytowanej nocie.

Proszę Ekscelencję o przyjęcie zapewnień mojego najwyższego szacunku.

F MODRZEWSKI

Franciszek Modrzewski
Podsekretarz Stanu
w Ministerstwie Handlu
Zagranicznego

Jego Ekscelencja
GEORGE W. BALL
Podsekretarz Stanu

Translation

EMBASSY
OF THE POLISH PEOPLE'S REPUBLIC
WASHINGTON, D.C.

FEBRUARY 3, 1964

EXCELLENCY:

I have the honor to refer to Your Excellency's note of February 3, 1964, which reads as follows:

[For the English language text of the note, see *ante*, p. 49.]

On behalf of my Government, I have the honor to confirm the understanding set forth in the aforesaid note.

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

F MODRZEWSKI

Franciszek Modrzewski
Deputy Minister
of Foreign Trade

His Excellency
GEORGE W. BALL,
Under Secretary of State.

The Secretary of State to the Polish Deputy Minister of Foreign Trade

DEPARTMENT OF STATE
WASHINGTON
Feb 3 1964

EXCELLENCY:

I have the honor to refer to the two Agricultural Commodities Agreements signed today by representatives of our two Governments, the first Agreement providing for the sale of agricultural commodities in the amount of $30.7 million, hereinafter referred to as Agreement A, and the second Agreement providing for the sale of agricultural commodities in the amount of $30.2 million, hereinafter referred to as Agreement B, [1] and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities, the Government of the Polish People's Republic agrees that it will procure and import during the year ending December 31, 1964 with its own resources on commercial terms the following agricultural commodities in addition to those to be purchased under the terms of the two cited Agreements:

[1] TIAS 5517; *post*, p. 59.

(a) From the United States, at least 200,000 metric tons of feedgrains, 66,000 bales of cotton, 5,500 metric tons of edible oil or tallow, 10,000 metric tons of rice, and other United States agricultural commodities in such amounts as to bring the total purchases of these commodities on commercial terms to $30 million.

(b) From the United States and/or other usual suppliers at least an additional 14,500 metric tons of edible oil or the oil equivalent of oil seeds.

(c) It is understood that if deliveries of commodities purchased under the two cited Agreements should extend into calendar year 1965 the level of usual marketing requirements for the extended period will be determined at the time the request for extension of deliveries is made.

(d) It is understood that should Poland's exports of cotton textiles be increased during calendar year 1964, as compared with calendar year 1963, Poland will purchase and import from the United States with its own resources an additional quantity of cotton at least equal to the raw cotton equivalent of the increase in Poland's textiles exports.

(e) It is understood that during the year ending December 31, 1964, the Polish exports of lard to Western European countries will not exceed 7,000 metric tons and that all possible efforts will be made to hold the amount to 6,000 metric tons and that Polish exports of lard to Eastern European countries will be held to as low a level as existing commitments to these countries will permit, i.e., from 4,000 to 5,000 metric tons. With respect to butter, it is understood that should Polish exports of butter be increased during the year ending December 31, 1964 as compared with 1963, Poland will purchase and import from the United States of America with its own resources a quantity of vegetable oil corresponding to such increase.

(f) It is also understood that Poland will maintain its usual imports of tobacco from its usual suppliers during 1964 and that Poland's usual exports of tobacco are not affected by imports of tobacco under the Agreements.

(2) With regard to Article IV, paragraph 4 [1] of the two cited Agreements the Government of the Polish People's Republic agrees to furnish quarterly the following information in connection with each shipment of commodities received under these Agreements: The name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally or if shipped where

[1] Should read "paragraph 3".

shipped. In addition, the Government of the Polish People's Republic agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished; (b) assurances that the program will not result in increased availability of the same or like commodities to other nations; and (c) a statement showing progress made toward fulfilling commitments on usual marketings. The Government of the Polish People's Republic further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same or like those imported under these Agreements.

(3) For purposes of Section 104(a) and 104(h) of the Act, the Government of the Polish People's Republic will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of the following amounts of zlotys: For 104(a) purposes, $600,000 worth of zlotys or two percent of the zlotys accruing under Agreement A, whichever is greater; before such facilities are provided, there shall be consultation between the two Governments with respect to the specific currencies involved and the timing of their conversion; for 104(h) purposes, the Government of the Polish People's Republic will provide facilities for the conversion in such amounts, and at such time as the Government of the United States of America shall request, a total of $500,000 worth of the zlotys accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement, to finance programs of the United States of America under the Mutual Educational and Cultural Exchange Act of 1961 [1] with Poland and/or other countries, as the Government of the United States of America shall determine; provided, however, that the sum of all amounts requested for conversion by the Government of the United States of America pursuant to this paragraph shall not exceed during calendar year 1964 the equivalent of $100,000, during calendar year 1965 the equivalent of $200,000, during calendar year 1966 the equivalent of $300,000, during the calendar year 1967 the equivalent of $400,000 and during calendar year 1968 the equivalent of $500,000. Currencies obtained through these provisions will be utilized in the case of Section 104(a) to finance agricultural market development activities in other countries and in the case of 104(h) to finance educational and cultural exchange programs and activities in Poland and/or other countries.

(4) The Government of the United States of America may utilize a total of $400,000 worth of zlotys in Poland accruing under Agreement A and under the Agreement signed February 1, 1963 [2] to pay for international travel originating in Poland, or

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

[2] TIAS 5359; 14 UST 803.

originating outside Poland when the travel (including connecting travel) is to or through Poland, and for travel within the United States of America or other areas outside Poland when the travel is part of a trip in which the traveler travels from, to or through Poland. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which zlotys may be utilized shall not be limited to services provided by Polish transportation facilities.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

For the Secretary of State:

GEORGE W BALL

George W. Ball
Under Secretary

His Excellency
FRANCISZEK MODRZEWSKI,
Deputy Minister of Foreign Trade
of the Polish People's Republic.

The Polish Deputy Minister of Foreign Trade to the Under Secretary of State

EMBASSY
OF THE POLISH PEOPLE'S REPUBLIC
WASHINGTON, D.C.

3 lutego 1964 r.

EKSCELENCJO,

Mam zaszczyt potwierdzić odbiór Pańskiej noty z dnia 3 lutego 1964 r. treści następującej:

"Mam zaszczyt powołać się na dwie Umowy o Produktach Rolnych podpisane dzisiaj przez przedstawicieli obu naszych Rządów, z których pierwsza /zwana dalej Umową A/ przewiduje sprzedaż produktów rolnych za kwotę dolarów 30.700.000, a druga /zwana dalej Umową B/ przewiduje sprzedaż produktów rolnych za kwotę dolarów 30.200.000 oraz poinformować, jak mój Rząd rozumie poniższe:

/1/ Przyjmując zgodnie z Rządem Stanów Zjednoczonych Ameryki, że wyżej wymienione dostawy nie powinny doprowadzić do niepożądanego załamania światowych cen produktów rolnych Rząd Polskiej Rzeczypospolitej Ludowej zgadza się na zakupienie i zaimportowanie w ciągu roku kończącego się 31 grudnia 1964 roku z własnych środków, na warunkach handlowych następujących produktów rolnych w uzupełnieniu tych, które będą zakupione na warunkach obu wymienionych Umów:

/a/ ze Stanów Zjednoczonych co najmniej 200.000 ton metrycznych zbóż paszowych, 66.000 bel bawełny, 5.500 ton metrycznych olejów jadalnych lub łoju, 10.000 ton metrycznych ryżu oraz innych produktów rolnych Stanów Zjednoczonych, w takich ilościach, aby łączne zakupy tych produktów na warunkach handlowych wynosiły dolarów 30.000.000,

/b/ ze Stanów Zjednoczonych i/lub od innych normalnych dostawców co najmniej dodatkowo 14.500 ton metrycznych olejów jadalnych lub nasion oleistych o tej samej równowartości olejów.

/c/ Rozumie się, że gdyby dostawy produktów zakupionych w ramach obu wymienionych Umów przeciągnęły się na rok kalendarzowy 1965 wysokość wymogów w zakresie normalnych zakupów na przedłużony okres będzie ustalona w czasie składania wniosku o przedłużenie terminu dostaw.

/d/ Rozumie się, że w przypadku zwiększenia przez Polskę eksportu tekstyliów bawełnianych w ciągu roku kalendarzowego 1964 w porównaniu do roku kalendarzowego 1963, Polska zakupi i zaimportuje ze Stanów Zjednoczonych Ameryki ze swoich własnych środków dodatkową ilość bawełny odpowiadającą co najmniej równowartości bawełny surowej w zwiększonym przez Polskę eksporcie tekstyliów.

/e/ Rozumie się, że w ciągu roku kończącego się 31 grudnia 1964 polski eksport smalcu do krajów Europy Zachodniej nie przekroczy 7.000 ton metrycznych i że podjęte będą wszystkie możliwe starania, aby utrzymać ilość 6.000 ton metrycznych oraz że polski eksport smalcu do krajów Europy Wschodniej utrzymany będzie na tak niskim poziomie, jak tylko na to pozwolą istniejące zobowiązania wobec tych krajów t.j. od 4.000 do 5.000 ton metrycznych. W odniesieniu do masła rozumie się, że w przypadku zwiększenia polskiego eksportu masła w ciągu roku kończącego się 31 grudnia 1964 roku w porównaniu z rokiem 1963, Polska zakupi i zaimportuje ze Stanów Zjednoczonych Ameryki z własnych środków ilość olejów roślinnych, odpowiadającą takiemu zwiększeniu.

/f/ Rozumie się także, że Polska utrzyma swój normalny import tytoniu od swych normalnych dostawców w roku 1964 i że import tytoniu w ramach Umów nie ma wpływu na normalny eksport tytoniu przez Polskę.

/2/ Odnośnie Artykułu IV, paragraf 4 obu wymienionych Umów Rząd Polskiej Rzeczypospolitej Ludowej wyraża zgodę na kwartalne dostarczanie następujących informacji związanych z każdą wysyłką produktów odbieranych w ramach tych Umów: nazwa każdego statku; data przybycia; port przybycia; produkt i odebrana ilość; stan w jakim produkt został odebrany i data

zakończenia wyładunku oraz zadysponowanie załadunku t.j. na skład, do lokalnego rozdziału względnie w przypadku przewozu, dokąd został przewieziony. W uzupełnieniu Rząd Polskiej Rzeczypospolitej Ludowej zgadza się dostarczać kwartalnie: /a/ oświadczenia odnośnie postanowień podjętych celem zapobiegania odsprzedaży lub reeksportu dostarczonych produktów; /b/ zapewnienia, że program nie przyczyni się do zwiększenia możliwości eksportowych takich samych lub podobnych produktów do innych krajów i /c/ oświadczenia odnośnie postępu w kierunku wypełnienia zobowiązań w zakresie normalnych zakupów rynkowych. Rząd Polskiej Rzeczypospolitej Ludowej zgadza się również, aby do powyższych oświadczeń dołączone były dane statystyczne odnośnie importu i eksportu w/g kraju pochodzenia lub przeznaczenia produktów takich samych lub podobnych do importowanych w ramach tych Umów.

/3/ Dla celów wymienionych w Sekcji 104/a/ i 104/h/ Ustawy, Rząd Polskiej Rzeczypospolitej Ludowej na życzenie Rządu Stanów Zjednoczonych Ameryki zapewni możliwość zamiany na inne niedolarowe waluty następujących kwot złotowych: dla celów w Sekcji 104/a/ kwotę złotych o wartości dolarów 600.000 lub dwa procent ilości złotych przypadających w ramach Umowy A, którakolwiek byłaby większa; przed umożliwieniem takiej zamiany oba Rządy skonsultują się co do poszczególnych walut wchodzących w rachubę, jak również czasu na ich zamianę; dla celów Sekcji 104/h/ Rząd Polskiej Rzeczypospolitej Ludowej zapewni w takich sumach i w takim czasie, jak tego życzyć sobie będzie Rząd Stanów Zjednoczonych Ameryki możliwość zamiany globalnej sumy złotych o równowartości dolarów 500.000, przypadającej Rządowi Stanów Zjednoczonych Ameryki w wyniku sprzedaży dokonanych stosownie do tej Umowy w celu sfinansowania programów Stanów Zjednoczonych Ameryki w ramach Ustawy o Wzajemnej Wymianie Naukowej i Kulturalnej z roku 1961 z Polską i/lub innymi krajami stosownie do postanowień, jakie podejmie Rząd Stanów Zjednoczonych Ameryki pod warunkiem jednak, że suma wszystkich kwot zażądanych do wymiany przez Rząd Stanów Zjednoczonych Ameryki stosownie do tego paragrafu nie przekroczy w roku kalendarzowym 1964 równowartości dolarów 100.000, w roku kalendarzowym 1965 równowartości dolarów 200.000, w roku kalendarzowym 1966 równowartości dolarów 300.000, w roku kalendarzowym 1967 równowartości dolarów 400.000 i w roku kalendarzowym 1968 równowartości dolarów 500.000. Waluty uzyskane na podstawie tych postanowień będą zużytkowane w przypadku Sekcji 104/a/ na finansowanie działalności w kierunku rozwoju rynku dla produktów rolnych w innych krajach, a w przypadku Sekcji 104/h/ na finansowanie programów i działalności w zakresie wymiany naukowej i kulturalnej w Polsce i/lub innych krajach. Rząd Stanów Zjednoczonych Ameryki może

zużyć ogólną kwotę złotych o równowartości dolarów 400.000 w Polsce, przypadających z tej Umowy oraz z Umowy podpisanej 1 lutego 1963 roku, na opłacenie międzynarodowych podróży rozpoczynających się w Polsce lub rozpoczynających się poza granicami Polski, kiedy podróż /w tym połączenia/ prowadzi do lub przez Polskę oraz podróży w granicach Stanów Zjednoczonych Ameryki lub po innych obszarach poza Polską, kiedy podróż taka stanowi część podróży przejeżdżającego z Polski do lub przez Polskę. Rozumie się, że te fundusze są przeznaczone na opłatę tylko podróży osób, które podróżują służbowo dla Rządu Stanów Zjednoczonych Ameryki lub w związku z działalnością finansowaną przez Rząd Stanów Zjednoczonych Ameryki. Rozumie się, dalej, że podróże na które złote mogą być zużytkowane nie będą ograniczone do usług polskich środków transportowych.

Będę wdzięczny za otrzymanie od Waszej Ekscelencji potwierdzenia powyższego porozumienia."

Mam zaszczyt potwierdzić w imieniu mojego Rządu interpretację przedstawioną w wyżej zacytowanej nocie.

Proszę Ekscelencję o przyjęcie ponownych zapewnień mojego najwyższego szacunku.

F MODRZEWSKI

Franciszek Modrzewski
Podsekretarz Stanu
w Ministerstwie Handlu
Zagranicznego

Jego Ekscelencja
GEORGE W. BALL
Podsekretarz Stanu

33-259 O-64-5

Translation

EMBASSY
OF THE POLISH PEOPLE'S REPUBLIC
WASHINGTON, D.C.

FEBRUARY 3, 1964

EXCELLENCY:

I have the honor to confirm the receipt of Your Excellency's note of February 3, 1964, which reads as follows:

[For the English language text of the note, see *ante*, p. 51.]

On behalf of my Government, I have the honor to confirm the understanding set forth in the aforesaid note.

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

F MODRZEWSKI

Franciszek Modrzewski
Deputy Minister
of Foreign Trade

His Excellency
GEORGE W. BALL,
Under Secretary of State.

POLAND

Agricultural Commodities

Agreement signed at Washington February 3, 1964;
Entered into force February 3, 1964.
With exchanges of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Polish People's Republic:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the purchase for Polish zlotys of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Poland pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

SALES FOR POLISH ZLOTYS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Polish People's Republic of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Polish zlotys, to purchasers authorized by the Government of the

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

Polish People's Republic, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (Millions)
Wheat	$ 21.0
Rice	1.4
Cotton	4.8
Ocean Transportation (est.)	3.0
Total	$ 30.2

2. Applications for purchase authorizations will be made within 90 calendar days after the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Polish zlotys accruing from such sale, and other relevant matters.

3. 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

USES OF ZLOTYS

1. The two Governments agree that the zlotys accruing to the Government of the United States of America as a consequence of the sales made pursuant to this Agreement may be used by the Government of the United States of America, in accordance with Section 104 of the Act, to help develop new markets for United States agricultural commodities under subsection (a) thereof; to finance the purchase of goods or services for other countries under subsection (d) thereof; to pay United States obligations under subsection (f) thereof; to finance educational exchange activities under subsection (h) thereof; to finance the translation, publication and distribution of books and periodicals under subsection (i) thereof; and for other expenditures by the Government of the United States of America under subsections (j), (k), (l), (m), (n), (q), and (r) thereof.

2. The zlotys accruing under the Agreement may be expended by the Government of the United States of America, for the purposes stated in paragraph 1 of this Article, in such manner and order of priority as the Government of the United States of America shall determine. It is understood that, with respect to the purchase of goods or services for other countries, the types, quantities and prices will be subject to negotiation between the two Governments.

ARTICLE III

DEPOSIT OF ZLOTYS

1. The amount of Polish zlotys to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Polish zlotys, as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Polish People's Republic, or

(b) if more than one legal rate for foreign exchange transactions exists, at the highest of any rate of exchange (i.e., the largest number of zlotys per US dollar) established by the Government of the Polish People's Republic, or any agency thereof, prevailing on the dates of dollar disbursement by the Government of the United States of America.

2. Any refunds of Polish zlotys which may be due or become due under this Agreement more than two years from the effective date of this Agreement may be made by the Government of the United States of America from funds available in the accounts of the Government of the United States of America in Poland other than those accruing under this Agreement.

3. The two Governments agree that the following procedure shall apply with respect to the zlotys deposited to the account of the Government of the United States of America under this Agreement:

(a) On the date of the deposit of such zlotys to the account of the United States they shall, at the same rate of exchange at which they were deposited, be converted and transferred to a special dollar denominated account to the credit of the United States Government in the National Bank of Poland.

(b) Withdrawals in zlotys from such special dollar denominated account by the United States for uses referred to in Article II of this Agreement other than the purchase of goods or services for other countries shall be paid by the National Bank of Poland at the highest of any rate of exchange (i.e., the largest number of zlotys per US dollar) established by the Government of the Polish People's Republic, or any agency thereof, prevailing on the date of the withdrawal, provided that if such rate is more appreciated than the rate at which zlotys were deposited under paragraph 1 of this Article, the rate in paragraph 1 shall apply.

(c) Payment for purchases of goods or services for other countries referred to in Article II of this Agreement shall be made by

reducing the balance in the dollar denominated account by an amount equal to the dollar prices of such purchases agreed upon by the two Governments.

(d) If any unused balance remains in such special dollar denominated account on and after December 31, 1964, the Government of the Polish People's Republic agrees that, if the Government of the United States of America should so elect, the National Bank of Poland will sell to the Government of the United States in dollar exchange on January 2, 1965, the sum of $3 million; on January 2, 1967, the sum of $9 million; on July 1, 1967, the sum of $9 million and on January 2, 1968 the remaining balance in such special dollar denominated account, such dollar exchange to be paid for by reducing the balance in the dollar denominated account by the same amount.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the Polish People's Republic will take all possible measures to prevent the resale 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, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America), and to assure that the purchase of such commodities does not result in increased availability of these or like commodities for export to other countries.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities.

3. The Government of the Polish People's Republic will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; the provisions for the maintenance of usual marketings; and information relating to imports and exports of the same or like commodities.

ARTICLE V

CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement,

or to the operation of arrangements carried out pursuant to this Agreement.

ARTICLE VI

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

DONE in duplicate at Washington in the English and Polish languages this 3rd day of February, 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
GEORGE W BALL

FOR THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC:
F MODRZEWSKI

UMOWA O PRODUKTACH ROLNYCH ZAWARTA MIĘDZY RZĄDEM STANÓW ZJEDNOCZONYCH AMERYKI I RZĄDEM POLSKIEJ RZECZYPOSPOLITEJ LUDOWEJ NA PODSTAWIE TYTUŁU I USTAWY O ROZWOJU HANDLU ROLNEGO ORAZ POMOCY, Z PÓŹNIEJSZYMI ZMIANAMI

Rząd Stanów Zjednoczonych Ameryki i Rząd Polskiej Rzeczypospolitej Ludowej,

Uznając, że pożądane jest rozwinięcie handlu produktami rolnymi między obu tymi krajami w taki sposób, który nie wywołałby zakłóceń w normalnej sprzedaży tych produktów przez Stany Zjednoczone Ameryki, ani nie doprowadziłby do niepożądanego załamania światowych cen produktów rolnych,

Uważając, że kupno za złote polskie produktów rolnych wytwarzanych w Stanach Zjednoczonych Ameryki przyczyni się do osiągnięcia takiego rozwinięcia handlu,

Pragnąc ogłosić porozumienia normujące sprzedaż Polsce niżej wyszczególnionych produktów rolnych zgodnie z Tytułem I Ustawy o Rozwoju Handlu Rolnego oraz Pomocy, z późniejszymi zmianami /zwanej dalej Ustawą/, jak również środki, które oba Rządy podejmą indywidualnie i wspólnie w dążeniu do rozwoju handlu takimi produktami,

Zawarły następujące porozumienie:

ARTYKUŁ I

SPRZEDAŻ ZA ZŁOTE

1. Pod warunkiem wydania przez Rząd Stanów Zjednoczonych Ameryki i przyjęcia przez Rząd Polskiej Rzeczypospolitej Ludowej upoważnień do zakupów oraz pod warunkiem, że w czasie eksportowania będą do dyspozycji produkty objęte Ustawą, Rząd Stanów Zjednoczonych Ameryki, zobowiązuje się finansować sprzedaż za złote nabywcom upoważnionym przez Rząd Polskiej Rzeczypospolitej Ludowej następujących produktów rolnych, w niżej podanych sumach:

Produkt	Eksportowa wartość rynkowa /w milionach dolarów/
pszenica	21,0
ryż	1,4
bawełna	4,8
transport morski /szac./	3,0
ogółem	30,2

2. Wnioski o upoważnienia do zakupów zostaną złożone w ciągu 90 dni kalendarzowych od daty wejścia w życie niniejszej Umowy z tym zastrzeżeniem, że wnioski o upoważnienia do zakupów dla wszelkich dodatkowych produktów lub ilości produktów, przewidzianych we wszelkich uzupełnieniach do niniejszej Umowy, zostaną złożone w ciągu 90 dni od daty wejścia w życie takiego uzupełnienia. Upoważnienia do zakupów będą zawierały postanowienia odnośnie sprzedaży i dostarczenia produktów, czasu i okoliczności deponowania złotych przypadających z tytułu takiej sprzedaży oraz odnośnie innych związanych z tym spraw.

3. Finansowanie, sprzedaż i dostarczanie produktów na podstawie tej Umowy może zostać zakończone przez każdy z obu Rządów, jeżeli ten Rząd stwierdzi, że z powodu zmienionych warunków kontynuowanie takiego finansowania, sprzedaży lub dostarczania jest niepotrzebne lub niepożądane.

ARTYKUŁ II

SPOSOBY ZUŻYCIA ZŁOTYCH

1. Oba Rządy godzą się, że złote przypadające Rządowi Stanów Zjednoczonych Ameryki w wyniku sprzedaży dokonanych na podstawie niniejszej Umowy, mogą być zużyte przez Rząd Stanów Zjednoczonych Ameryki stosownie do Sekcji 104 Ustawy dla ułatwienia rozwinięcia nowych rynków dla produktów rolnych Stanów Zjednoczonych stosownie do podsekcji /a/, na sfinansowanie zakupu towarów lub usług dla innych krajów stosownie do podsekcji /d/, na uregulowanie zobowiązań Stanów Zjednoczonych stosownie do podsekcji /f/, na

sfinansowanie działalności związanej z wymianą naukową stosownie do podsekcji /h/, na sfinansowanie tłumaczenia, wydania i rozprowadzenia książek i czasopism stosownie do podsekcji /i/ oraz na inne wydatki Rządu Stanów Zjednoczonych Ameryki stosownie do podsekcji /j/, /k/, /l/, /m/, /n/, /q/ i /r/.

2. Rząd Stanów Zjednoczonych Ameryki może zużyć złote przypadające mu na podstawie niniejszej Umowy na cele wymienione w paragrafie 1 niniejszego Artykułu w taki sposób i w takiej kolejności, w jakiej to określi Rząd Stanów Zjednoczonych Ameryki. Rozumie się, że odnośnie zakupu towarów lub usług dla innych krajów, ich rodzaje, ilości i ceny będą przedmiotem rokowań pomiędzy obu Rządami.

ARTYKUŁ III

DEPONOWANIE ZŁOTYCH

1. Suma złotych, które mają być zdeponowane na rachunku Stanów Zjednoczonych Ameryki, powinna stanowić równowartość dolarowej wartości sprzedaży produktów oraz kosztów transportu, rembursowanych lub finansowanych przez Rząd Stanów Zjednoczonych Ameryki /z wyjątkiem nadwyżki kosztów, wynikającej z wymogu używania statków bandery Stanów Zjednoczonych/ przeliczonych na złote w następujący sposób:

/a/ w wypadku, jeżeli Rząd Polskiej Rzeczypospolitej Ludowej utrzymuje jednolity kurs wymiany, stosowany do wszystkich transakcji dewizowych, wedle kursu waluty dolarowej stosowanego do handlowych transakcji importowych w dniu dokonywania wypłat dolarowych przez Stany Zjednoczone, lub

/b/ jeżeli istnieje więcej niż jeden kurs urzędowy dla transakcji dewizowych, po najwyższym ze wszystkich kursów /tj. wedle największej ilości złotych za dolara US/ ustanowionych przez Rząd Polskiej Rzeczypospolitej Ludowej lub jakikolwiek jego organ, obowiązujących w dniu dokonywania wypłat dolarowych przez Rząd Stanów Zjednoczonych Ameryki.

2. Wszelkie refundacje złotych, które mogą być należne lub staną się należne w ramach niniejszej Umowy więcej niż w dwa lata od wejścia w życie tej Umowy, mogą być dokonane przez Rząd Stanów Zjednoczonych Ameryki z innych niż te, które przypadają w ramach niniejszej Umowy funduszów, będących do dyspozycji na rachunkach Rządu Stanów Zjednoczonych Ameryki w Polsce.

3. Oba Rządy godzą się, że odnośnie złotych deponowanych na podstawie niniejszej Umowy na rachunek Rządu Stanów Zjednoczonych Ameryki stosować się będzie następujące postępowanie:

/a/ w dniu zdeponowania tych złotych na rachunek Stanów Zjednoczonych będą one przeliczone po tym samym kursie, po któ-

rym zostały zdeponowane, i przeniesione na specjalny rachunek dolarowy Rządu Stanów Zjednoczonych w Narodowym Banku Polskim.

/b/ Wypłaty w złotych na rzecz Stanów Zjednoczonych z tego specjalnego rachunku dolarowego na cele wymienione w Artykule II niniejszej Umowy, z wyjątkiem zakupu towarów lub usług dla innych krajów, będą dokonywane przez Narodowy Bank Polski po najwyższym ze wszystkich kursów /tj. wedle największej ilości złotych za dolara US/ ustanowionych przez Rząd Polskiej Rzeczypospolitej Ludowej lub jakikolwiek jego organ, obowiązujących w dniu wypłaty z tym zastrzeżeniem, że jeżeli taki kurs jest mniej korzystny od kursu, po którym złote zostały zdeponowane stosownie do paragrafu 1 niniejszego Artykułu, to zostanie zastosowany kurs z paragrafu 1.

/c/ Zapłata za zakupy towarów lub usług dla innych krajów, wymienione w Artykule II niniejszej Umowy, będzie dokonana przez zmniejszenie salda rachunku dolarowego o sumę równą cenom dolarowym takich zakupów, uzgodnionym przez oba Rządy.

/d/ Jeżeli w dniu 31. grudnia 1964 r. lub później pozostanie na tym specjalnym rachunku dolarowym jakieś nie zużyte saldo, Rząd Polskiej Rzeczypospolitej Ludowej zgadza się, że w przypadku wyrażenia takiego życzenia przez Rząd Stanów Zjednoczonych Ameryki, Narodowy Bank Polski sprzeda Rządowi Stanów Zjednoczonych w walucie dolarowej w dniu 2. stycznia 1965 r. sumę dolarów 3.000.000, w dniu 2. stycznia 1967 r. sumę dolarów 9.000.000, w dniu 1. lipca 1967 r. sumę dolarów 9.000.000 i w dniu 2. stycznia 1968 r. pozostałe saldo na tym specjalnym rachunku dolarowym z tym, że ta suma dolarowa będzie opłacona przez zmniejszenie o taką samą sumę salda na rachunku dolarowym.

Artykuł IV

POSTANOWIENIA OGÓLNE

1. Rząd Polskiej Rzeczypospolitej Ludowej podejmie wszelkie możliwe kroki, ażeby zapobiec odsprzedaży lub reeksportowi do innych krajów lub zużyciu na cele inne niż krajowe /z wyjątkiem, kiedy taka odsprzedaż, reeksport lub zużycie zostanie w każdym poszczególnym przypadku zaakceptowane przez Rząd Stanów Zjednoczonych Ameryki/ produktów rolnych, zakupionych zgodnie z postanowieniami niniejszej Umowy oraz nie dopuścić do eksportu jakiegokolwiek

produktu pochodzenia krajowego lub zagranicznego, który jest taki sam jak produkty zakupione w ramach tej Umowy w okresie rozpoczynającym się od daty tej Umowy i kończącym się na ostatecznej dacie odbioru i zużycia tych produktów /z wyjątkiem, kiedy taki eksport zostanie w każdym poszczególnym przypadku zaakceptowany przez Rząd Stanów Zjednoczonych Ameryki/, jak również zapewnić, żeby w wyniku zakupu takich produktów nie nastąpiło zwiększenie możliwości eksportowych dla tych lub podobnych produktów do innych krajów.

2. Oba Rządy podejmą racjonalne środki zapobiegawcze w celu zapewnienia, ażeby sprzedaż lub zakup produktów rolnych, dokonane na podstawie niniejszej Umowy nie zakłóciły normalnej sprzedaży tych produktów przez Stany Zjednoczone Ameryki lub nie załamały w sposób niepożądany światowych cen produktów rolnych.

3. Rząd Polskiej Rzeczypospolitej Ludowej dostarczy kwartalnych informacji odnośnie postępu wykonania programu, w szczególności odnośnie przybycia i stanu produktów, postanowień odnośnie przeprowadzenia normalnych zakupów oraz informacji dotyczących eksportu i importu tych samych lub podobnych produktów.

Artykuł V

KONSULTACJE

Oba Rządy, na żądanie któregokolwiek z nich, będą się konsultować odnośnie wszelkich spraw związanych z zastosowaniem niniejszej Umowy lub z wykonaniem porozumień podjętych na podstawie niniejszej Umowy.

Artykuł VI

WEJŚCIE UMOWY W ŻYCIE

Niniejsza Umowa wchodzi w życie z chwilą podpisania.

Na dowód czego odnośni przedstawiciele, prawidłowo do tego upoważnieni, podpisali niniejszą Umowę.

Sporządzono w dwóch egzemplarzach, każdy w językach angielskim i polskim, w Waszyngtonie dnia 3. lutego 1964 r.

ZA RZĄD STANÓW ZJEDNOCZONYCH AMERYKI
George W Ball

ZA RZĄD POLSKIEJ RZECZYPOSPOLITEJ LUDOWEJ
F Modrzewski

The Secretary of State to the Polish Deputy Minister of Foreign Trade

DEPARTMENT OF STATE
WASHINGTON
Feb 3 1964

EXCELLENCY:

I have the honor to refer to the two Agricultural Commodities Agreements [1] between the Government of the United States of America and the Government of the Polish People's Republic signed today and in particular to Article III, paragraph 1 of both Agreements, concerning the rate of exchange for the deposit of zlotys by the Government of the Polish People's Republic in payment for agricultural commodities.

I wish to confirm the United States Government's understanding of the agreement reached that so long as there is no change in the present exchange rate system of Poland, the rate of twenty-four (24) zlotys per United States dollar shall be considered "the highest of any rate of exchange (i.e., the largest number of zlotys per United States dollar), established by the Government of the Polish People's Republic or any agency thereof".

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

For the Secretary of State:
GEORGE W BALL

George W. Ball
Under Secretary

His Excellency
FRANCISZEK MODRZEWSKI,
Deputy Minister of Foreign Trade
of the Polish People's Republic.

[1] See also TIAS 5516; *ante*, p. 40.

The Polish Deputy Minister of Foreign Trade to the Under Secretary of State

EMBASSY
OF THE POLISH PEOPLE'S REPUBLIC
WASHINGTON, D.C.

3 lutego 1964 r.

EKSCELENCJO,

Mam zaszczyt powołać się na Pańską notę z dnia 3 lutego 1964 r, która brzmi następująco:

"Mam zaszczyt powołać się na podpisane dzisiaj między Rządem Stanów Zjednoczonych Ameryki i Rządem Polskiej Rzeczypospolitej Ludowej dwie Umowy o Produktach Rolnych, a w szczególności na Artykuł III, paragraf 1 obu Umów, dotyczący kursu stosowanego przy deponowaniu przez Rząd Polskiej Rzeczypospolitej Ludowej złotych z tytułu zapłaty za produkty rolne.

Pragnę potwierdzić, że Rząd Stanów Zjednoczonych interpretuje osiągniętą umowę w ten sposób, że dopóki nie nastąpi w Polsce zmiana w obecnym systemie kursów, kurs 24 złote za dolara US będzie uważany za "najwyższy ze wszystkich kursów /tj. wedle największej ilości złotych za dolara US/, ustanowionych przez Rząd Polskiej Rzeczypospolitej Ludowej lub jakikolwiek jego organ".

Będę zobowiązany Ekscelencji za potwierdzenie przez Waszą Ekscelencję powyższej interpretacji.

Proszę Ekscelencję o przyjęcie ponownych zapewnień mojego najwyższego szacunku."

Mam zaszczyt potwierdzić w imieniu mojego Rządu interpretacje przedstawioną w wyżej zacytowanej nocie.

Proszę Ekscelencję o przyjęcie zapewnień mojego najwyższego szacunku.

F MODRZEWSKI

Franciszek Modrzewski
Podsekretarz Stanu
w Ministerstwie Handlu
Zagranicznego

Jego Ekscelencja
GEORGE W. BALL
Podsekretarz Stanu

Translation

EMBASSY
OF THE POLISH PEOPLE'S REPUBLIC
WASHINGTON, D.C.

FEBRUARY 3, 1964

EXCELLENCY:

I have the honor to refer to Your Excellency's note of February 3, 1964, which reads as follows:

[For the English language text of the note, see *ante*, p. 68.]

On behalf of my Government, I have the honor to confirm the understanding set forth in the aforesaid note.

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

F MODRZEWSKI

Franciszek Modrzewski
Deputy Minister
of Foreign Trade

His Excellency
GEORGE W. BALL,
Under Secretary of State.

The Secretary of State to the Polish Deputy Minister of Foreign Trade

DEPARTMENT OF STATE
WASHINGTON
Feb 3 1964

EXCELLENCY:

I have the honor to refer to the two Agricultural Commodities Agreements signed today by representatives of our two Governments, the first Agreement providing for the sale of agricultural commodities in the amount of $30.7 million, hereinafter referred to as Agreement A,[1] and the second Agreement providing for the sale of agricultural commodities in the amount of $30.2 million, hereinafter referred to as Agreement B, and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities, the Government of the Polish People's Republic agrees that it will procure and import during the year ending December 31, 1964 with its own resources on commercial terms the following agricultural commodities in addition to those to be purchased under the terms of the two cited Agreements:

[1] TIAS 5516; *ante*, p. 40.

(a) From the United States, at least 200,000 metric tons of feedgrains, 66,000 bales of cotton, 5,500 metric tons of edible oil or tallow, 10,000 metric tons of rice, and other United States agricultural commodities in such amounts as to bring the total purchases of these commodities on commercial terms to $30 million.

(b) From the United States and/or other usual suppliers at least an additional 14,500 metric tons of edible oil or the oil equivalent of oil seeds.

(c) It is understood that if deliveries of commodities purchased under the two cited Agreements should extend into calendar year 1965 the level of usual marketing requirements for the extended period will be determined at the time the request for extension of deliveries is made.

(d) It is understood that should Poland's exports of cotton textiles be increased during calendar year 1964, as compared with calendar year 1963, Poland will purchase and import from the United States with its own resources an additional quantity of cotton at least equal to the raw cotton equivalent of the increase in Poland's textiles exports.

(e) It is understood that during the year ending December 31, 1964, the Polish exports of lard to Western European countries will not exceed 7,000 metric tons and that all possible efforts will be made to hold the amount to 6,000 metric tons and that Polish exports of lard to Eastern European countries will be held to as low a level as existing commitments to these countries will permit, i.e., from 4,000 to 5,000 metric tons. With respect to butter, it is understood that should Polish exports of butter be increased during the year ending December 31, 1964 as compared with 1963, Poland will purchase and import from the United States of America with its own resources a quantity of vegetable oil corresponding to such increase.

(f) It is also understood that Poland will maintain its usual imports of tobacco from its usual suppliers during 1964 and that Poland's usual exports of tobacco are not affected by imports of tobacco under the Agreements.

(2) With regard to Article IV, paragraph 4 [1] of the two cited Agreements the Government of the Polish People's Republic agrees to furnish quarterly the following information in connection with each shipment of commodities received under these Agreements: The name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally or if shipped where

[1] Should read "paragraph 3".

shipped. In addition, the Government of the Polish People's Republic agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished; (b) assurances that the program will not result in increased availability of the same or like commodities to other nations; and (c) a statement showing progress made toward fulfilling commitments on usual marketings. The Government of the Polish People's Republic further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same or like those imported under these Agreements.

(3) For purposes of Section 104(a) and 104(h) of the Act, the Government of the Polish People's Republic will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of the following amounts of zlotys: For 104(a) purposes, $600,000 worth of zlotys or two percent of the zlotys accruing under Agreement A, whichever is greater; before such facilities are provided, there shall be consultation between the two Governments with respect to the specific currencies involved and the timing of their conversion; for 104(h) purposes, the Government of the Polish People's Republic will provide facilities for the conversion in such amounts, and at such time as the Government of the United States of America shall request, a total of $500,000 worth of the zlotys accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement, to finance programs of the United States of America under the Mutual Educational and Cultural Exchange Act of 1961 [1] with Poland and/or other countries, as the Government of the United States of America shall determine; provided, however, that the sum of all amounts requested for conversion by the Government of the United States of America pursuant to this paragraph shall not exceed during calendar year 1964 the equivalent of $100,000, during calendar year 1965 the equivalent of $200,000, during calendar year 1966 the equivalent of $300,000, during the calendar year 1967 the equivalent of $400,000 and during calendar year 1968 the equivalent of $500,000. Currencies obtained through these provisions will be utilized in the case of Section 104(a) to finance agricultural market development activities in other countries and in the case of 104(h) to finance educational and cultural exchange programs and activities in Poland and/or other countries.

(4) The Government of the United States of America may utilize a total of $400,000 worth of zlotys in Poland accruing under Agreement A and under the Agreement signed February 1, 1963 [2] to pay for international travel originating in Poland, or

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

[2] TIAS 5359; 14 UST 803.

originating outside Poland when the travel (including connecting travel) is to or through Poland, and for travel within the United States of America or other areas outside Poland when the travel is part of a trip in which the traveler travels from, to or through Poland. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which zlotys may be utilized shall not be limited to services provided by Polish transportation facilities.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

For the Secretary of State:

GEORGE W BALL

George W. Ball
Under Secretary

His Excellency
FRANCISZEK MODRZEWSKI,
Deputy Minister of Foreign Trade
of the Polish People's Republic.

The Polish Deputy Minister of Foreign Trade to the Under Secretary of State

EMBASSY
OF THE POLISH PEOPLE'S REPUBLIC
WASHINGTON, D.C.

3 lutego 1964 r.

EKSCELENCJO,

Mam zaszczyt potwierdzić odbiór Pańskiej noty z dnia 3 lutego 1964 r. treści następującej:

"Mam zaszczyt powołać się na dwie Umowy o Produktach Rolnych podpisane dzisiaj przez przedstawicieli obu naszych Rządów, z których pierwsza /zwana dalej Umową A/ przewiduje sprzedaż produktów rolnych za kwotę dolarów 30.700.000, a druga /zwana dalej Umową B/ przewiduje sprzedaż produktów rolnych za kwotę dolarów 30.200.000 oraz poinformować, jak mój Rząd rozumie poniższe:

/1/ Przyjmując zgodnie z Rządem Stanów Zjednoczonych Ameryki, że wyżej wymienione dostawy nie powinny doprowadzić do niepożądanego załamania światowych cen produktów rolnych Rząd Polskiej Rzeczypospolitej Ludowej zgadza się na zakupienie i zaimportowanie w ciągu roku kończącego się 31 grudnia 1964 roku z własnych środków, na warunkach handlowych następujących produktów rolnych w uzupełnieniu tych, które będą zakupione na warunkach obu wymienionych Umów:

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/a/ ze Stanów Zjednoczonych co najmniej 200.000 ton metrycznych zbóż paszowych, 66.000 bel bawełny, 5.500 ton metrycznych olejów jadalnych lub łoju, 10.000 ton metrycznych ryżu oraz innych produktów rolnych Stanów Zjednoczonych, w takich ilościach, aby łączne zakupy tych produktów na warunkach handlowych wynosiły dolarów 30.000.000,

/b/ ze Stanów Zjednoczonych i/lub od innych normalnych dostawców co najmniej dodatkowo 14.500 ton metrycznych olejów jadalnych lub nasion oleistych o tej samej równowartości olejów.

/c/ Rozumie się, że gdyby dostawy produktów zakupionych w ramach obu wymienionych Umów przeciągnęły się na rok kalendarzowy 1965 wysokość wymogów w zakresie normalnych zakupów na przedłużony okres będzie ustalona w czasie składania wniosku o przedłużenie terminu dostaw.

/d/ Rozumie się, że w przypadku zwiększenia przez Polskę eksportu tekstyliów bawełnianych w ciągu roku kalendarzowego 1964 w porównaniu do roku kalendarzowego 1963, Polska zakupi i zaimportuje ze Stanów Zjednoczonych Ameryki ze swoich własnych środków dodatkową ilość bawełny odpowiadającą co najmniej równowartości bawełny surowej w zwiększonym przez Polskę eksporcie tekstyliów.

/e/ Rozumie się, że w ciągu roku kończącego się 31 grudnia 1964 polski eksport smalcu do krajów Europy Zachodniej nie przekroczy 7.000 ton metrycznych i że podjęte będą wszystkie możliwe starania, aby utrzymać ilość 6.000 ton metrycznych oraz że polski eksport smalcu do krajów Europy Wschodniej utrzymany będzie na tak niskim poziomie, jak tylko na to pozwolą istniejące zobowiązania wobec tych krajów t.j. od 4.000 do 5.000 ton metrycznych. W odniesieniu do masła rozumie się, że w przypadku zwiększenia polskiego eksportu masła w ciągu roku kończącego się 31 grudnia 1964 roku w porównaniu z rokiem 1963, Polska zakupi i zaimportuje ze Stanów Zjednoczonych Ameryki z własnych środków ilość olejów roślinnych, odpowiadającą takiemu zwiększeniu.

/f/ Rozumie się także, że Polska utrzyma swój normalny import tytoniu od swych normalnych dostawców w roku 1964 i że import tytoniu w ramach Umów nie ma wpływu na normalny eksport tytoniu przez Polskę.

/2/ Odnośnie Artykułu IV, paragraf 4 obu wymienionych Umów Rząd Polskiej Rzeczypospolitej Ludowej wyraża zgodę na kwartalne dostarczanie następujących informacji związanych z każdą wysyłką produktów odbieranych w ramach tych Umów: nazwa każdego statku; data przybycia; port przybycia; produkt i odebrana ilość; stan w jakim produkt został odebrany i data

zakończenia wyładunku oraz zadysponowanie załadunku t.j. na skład, do lokalnego rozdziału względnie w przypadku przewozu, dokąd został przewieziony. W uzupełnieniu Rząd Polskiej Rzeczypospolitej Ludowej zgadza się dostarczać kwartalnie: /a/ oświadczenia odnośnie postanowień podjętych celem zapobiegania odsprzedaży lub reeksportu dostarczonych produktów; /b/ zapewnienia, że program nie przyczyni się do zwiększenia możliwości eksportowych takich samych lub podobnych produktów do innych krajów i /c/ oświadczenia odnośnie postępu w kierunku wypełnienia zobowiązań w zakresie normalnych zakupów rynkowych. Rząd Polskiej Rzeczypospolitej Ludowej zgadza się również, aby do powyższych oświadczeń dołączone były dane statystyczne odnośnie importu i eksportu w/g kraju pochodzenia lub przeznaczenia produktów takich samych lub podobnych do importowanych w ramach tych Umów.

/3/ Dla celów wymienionych w Sekcji 104/a/ i 104/h/ Ustawy, Rząd Polskiej Rzeczypospolitej Ludowej na życzenie Rządu Stanów Zjednoczonych Ameryki zapewni możliwość zamiany na inne niedolarowe waluty następujących kwot złotowych: dla celów w Sekcji 104/a/ kwotę złotych o wartości dolarów 600.000 lub dwa procent ilości złotych przypadających w ramach Umowy A, którakolwiek byłaby większa; przed umożliwieniem takiej zamiany oba Rządy skonsultują się co do poszczególnych walut wchodzących w rachubę, jak również czasu na ich zamianę; dla celów Sekcji 104/h/ Rząd Polskiej Rzeczypospolitej Ludowej zapewni w takich sumach i w takim czasie, jak tego życzyć sobie będzie Rząd Stanów Zjednoczonych Ameryki możliwość zamiany globalnej sumy złotych o równowartości dolarów 500.000, przypadającej Rządowi Stanów Zjednoczonych Ameryki w wyniku sprzedaży dokonanych stosownie do tej Umowy w celu sfinansowania programów Stanów Zjednoczonych Ameryki w ramach Ustawy o Wzajemnej Wymianie Naukowej i Kulturalnej z roku 1961 z Polską i/lub innymi krajami stosownie do postanowień, jakie podejmie Rząd Stanów Zjednoczonych Ameryki pod warunkiem jednak, że suma wszystkich kwot zażądanych do wymiany przez Rząd Stanów Zjednoczonych Ameryki stosownie do tego paragrafu nie przekroczy w roku kalendarzowym 1964 równowartości dolarów 100.000, w roku kalendarzowym 1965 równowartości dolarów 200.000, w roku kalendarzowym 1966 równowartości dolarów 300.000, w roku kalendarzowym 1967 równowartości dolarów 400.000 i w roku kalendarzowym 1968 równowartości dolarów 500.000. Waluty uzyskane na podstawie tych postanowień będą zużytkowane w przypadku Sekcji 104/a/ na finansowanie działalności w kierunku rozwoju rynku dla produktów rolnych w innych krajach, a w przypadku Sekcji 104/h/ na finansowanie programów i działalności w zakresie wymiany naukowej i kulturalnej w Polsce i/lub innych krajach. Rząd Stanów Zjednoczonych Ameryki może

zużyć ogólną kwotę złotych o równowartości dolarów 400.000 w Polsce, przypadających z tej Umowy oraz z Umowy podpisanej 1 lutego 1963 roku, na opłacenie międzynarodowych podróży rozpoczynających się w Polsce lub rozpoczynających się poza granicami Polski, kiedy podróż /w tym połączenia/ prowadzi do lub przez Polskę oraz podróży w granicach Stanów Zjednoczonych Ameryki lub po innych obszarach poza Polską, kiedy podróż taka stanowi część podróży przejeżdżającego z Polski do lub przez Polskę. Rozumie się, że te fundusze są przeznaczone na opłatę tylko podróży osób, które podróżują służbowo dla Rządu Stanów Zjednoczonych Ameryki lub w związku z działalnością finansowaną przez Rząd Stanów Zjednoczonych Ameryki. Rozumie się, dalej, że podróże na które złote mogą być zużytkowane nie będą ograniczone do usług polskich środków transportowych.

Będę wdzięczny za otrzymanie od Waszej Ekscelencji potwierdzenia powyższego porozumienia."

Mam zaszczyt potwierdzić w imieniu mojego Rządu interpretację przedstawioną w wyżej zacytowanej nocie.

Proszę Ekscelencję o przyjęcie ponownych zapewnień mojego najwyższego szacunku.

F MODRZEWSKI

Franciszek Modrzewski
Podsekretarz Stanu
w Ministerstwie Handlu
Zagranicznego

Jego Ekscelencja
GEORGE W. BALL
Podsekretarz Stanu

Translation

EMBASSY
OF THE POLISH PEOPLE'S REPUBLIC
WASHINGTON, D.C.

FEBRUARY 3, 1964

EXCELLENCY:

I have the honor to confirm the receipt of Your Excellency's note of February 3, 1964, which reads as follows:

[For the English language text of the note, see *ante*, p. 70.]

On behalf of my Government, I have the honor to confirm the understanding set forth in the aforesaid note.

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

F MODRZEWSKI

Franciszek Modrzewski
Deputy Minister
of Foreign Trade

His Excellency
GEORGE W. BALL,
Under Secretary of State.

FEDERAL REPUBLIC OF GERMANY

Education: Commission for Educational Exchange and Financing of Exchange Programs

Agreement signed at Bonn November 20, 1962;
Entered into force January 24, 1964.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY FOR CONDUCTING CERTAIN EDUCATIONAL EXCHANGE PROGRAMS

The Government of the United States of America and the Government of the Federal Republic of Germany;

Desiring to continue and expand programs to promote further mutual understanding between the peoples of the United States of America and the Federal Republic of Germany by a wider exchange of knowledge and professional talents through educational means;

Considering that such programs have been carried out in accordance with the Agreement between the Government of the United States of America and the Government of the Federal Republic of Germany, signed at Bonn on July 18, 1952,[1] and amended by Exchange of Notes dated May 14, 1958,[2] with funds made available by the United States of America, including currencies received from the Federal Republic of Germany in settlement of surplus property obligations;

ABKOMMEN ZWISCHEN DER REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA UND DER REGIERUNG DER BUNDESREPUBLIK DEUTSCHLAND ÜBER DIE DURCHFÜHRUNG VON AUSTAUSCHVORHABEN ZUM ZWECKE DER AUS- UND WEITERBILDUNG

Die Regierung der Vereinigten Staaten von Amerika und die Regierung der Bundesrepublik Deutschland;

Von dem Wunsche beseelt, die Vorhaben zur Förderung des gegenseitigen Verständnisses der Völker der Vereinigten Staaten von Amerika und der Bundesrepublik Deutschland durch einen stärkeren Austausch von Kenntnissen und von fachlich besonders qualifizierten Personen durch Maßnahmen auf dem Gebiet des Erziehungswesens fortzusetzen und auszuweiten;

In der Erwägung, daß diese Vorhaben bisher gemäß dem am 18. Juli 1952 in Bonn unterzeichneten und durch Notenwechsel vom 14. Mai 1958 geänderten Abkommen zwischen der Regierung der Vereinigten Staaten von Amerika und der Regierung der Bundesrepublik Deutschland mit Hilfe von Mitteln durchgeführt worden sind, die von den Vereinigten Staaten von Amerika zur Verfügung gestellt wurden, darunter Währungsbeträge, die von der Bundesrepublik Deutschland zur Regelung von Verbindlichkeiten aus der Lieferung von Überschußgütern gezahlt worden waren;

[1] TIAS 2553; 3 UST 4095.
[2] TIAS 4039; 9 UST 595.

Considerung the mutual benefits derived from such programs and the desire of the two Governments to further cooperate and assist in the financing and operating of such programs for the further strengthening of international cooperative relations;

Have agreed as follows:

Article 1

There shall be established a commission to be known as the Commission for Educational Exchange between the United States of America and the Federal Republic of Germany (hereinafter designated "the Commission"), to replace the United States Educational Commission in the Federal Republic of Germany. The Commission shall be recognized by the Government of the United States of America and the Government of the Federal Republic of Germany as a binational organization created and established to facilitate the administration of an educational program to be financed with funds made available to the Commission for such purpose and, at the request or with the approval of the two Governments, to administer or assist in administering or otherwise facilitate other programs in furtherance of the purposes of the present agreement.

The Commission shall be exempt from the domestic and local laws of the United States of America as such laws relate to the use and expenditure of currencies and credits for currencies and the acquisition and use of property for the purposes set forth in the present agreement. The Commission shall be recognized by the Federal

In Anbetracht des aus diesen Vorhaben gezogenen beiderseitigen Nutzens und des Wunsches der beiden Regierungen, im Interesse einer weiteren Stärkung der internationalen Zusammenarbeit auch künftig bei der Finanzierung und Durchführung dieser Vorhaben zusammenzuwirken und sie zu fördern;

Sind wie folgt übereingekommen:

Artikel 1

Es wird eine Kommission mit der Bezeichnung "Kommission für den Studenten- und Dozentenaustausch zwischen den Vereinigten Staaten von Amerika und der Bundesrepublik Deutschland" (im folgenden als "die Kommission" bezeichnet) eingesetzt, die an die Stelle der United States Educational Commission in the Federal Republic of Germany tritt. Die Kommission wird von der Regierung der Vereinigten Staaten von Amerika und von der Regierung der Bundesrepublik Deutschland als eine zweiseitige Organisation anerkannt. Sie wird geschaffen und eingesetzt, um die Durchführung eines mit den ihr für diese Zwecke zur Verfügung gestellten Mitteln finanzierten Austauschprogramms auf dem Bildungssektor zu erleichtern und auf Ersuchen oder mit Genehmigung der beiden Regierungen die Durchführung anderer der Förderung der Zwecke dieses Abkommens dienender Vorhaben zu übernehmen oder daran mitzuwirken oder sie sonstwie zu erleichtern.

Die Kommission untersteht nicht den innerstaatlichen Rechtsvorschriften der Vereinigten Staaten von Amerika, soweit sich diese Gesetze auf die Verwendung und Verausgabung von Geldern und Geldforderungen und den Erwerb und die Verwendung von Vermögenswerten für die Zwecke dieses Abkommens beziehen. Die Kom-

Republic of Germany as an international organization and shall enjoy in the Federal Republic of Germany all privileges, exemptions and immunities set forth in Sections 3, 4, 7 und 9 of the Convention on Privileges and Immunities of the Specialized Agencies adopted by the General Assembly of the United Nations on November 21, 1947.[1]

The funds made available under the present agreement (including any accruals arising from investments or other use thereof as interest or otherwise), subject to the conditions and limitations hereinafter set forth, shall be used by the Commission or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of the Federal Republic of Germany for the purpose of:

(a) financing studies, research, instruction and other educational activities of or for American citizens and nationals in the Federal Republic of Germany, and of or for German citizens (within the meaning of Article 116 (1) of the Basic Law of the Federal Republic of Germany) in American colleges and institutions of learning located in or outside the United States of America;

(b) financing visits and interchanges between the United States of Amerika and the Federal Republic of Germany of students, academic trainees, teachers, instructors and professors.

[1] 33 UNTS 266, 268

mission wird von der Bundesrepublik Deutschland als zwischenstaatliche Organisation anerkannt und genießt in der Bundesrepublik Deutschland alle in den §§ 3, 4, 7 und 9 des am 21. November 1947 von der Generalversammlung der Vereinten Nationen angenommenen Abkommens über die Vorrechte und Befreiungen der Sonderorganisationen niedergelegten Vorrechte, Befreiungen und Immunitätsrechte.

Die gemäß diesem Abkommen vorbehaltlich der nachstehend aufgeführten Bedingungen und Beschränkungen zur Verfügung gestellten Mittel (einschließlich etwaiger aus der Investierung oder einer anderen Verwendung dieser Mittel erwachsender Zins- oder sonstiger Erträge) werden von der Kommission oder einem sonstigen von der Regierung der Vereinigten Staaten von Amerika und der Regierung der Bundesrepublik Deutschland in gegenseitigem Einvernehmen bestellten Rechtsträger zu folgenden Zwecken verwendet:

(a) zur Finanzierung einer Studien-, Forschungs-, Lehr- und anderen Tätigkeit auf dem Gebiet des Bildungswesens von oder für amerikanische Staatsangehörige und Staatszugehörige in der Bundesrepublik Deutschland und von Deutschen oder für Deutsche (im Sinne des Artikels 116 Absatz I des Grundgesetzes für die Bundesrepublik Deutschland) an amerikanischen Hochschulen und Bildungsanstalten innerhalb oder außerhalb der Vereinigten Staaten von Amerika;

(b) zur Finanzierung von Besuchen und Austauschvorhaben für Studenten, Hochschulpraktikanten, Lehrer, Dozenten und Professoren, die zwischen den Vereinigten Staaten von Amerika und der Bundesrepublik Deutschland erfolgen.

Article 2

The Commission shall consist of ten members, five of whom shall be American citizens and five of whom shall be German citizens having permanent residence in the Federal Republic of Germany including Land Berlin. In addition the Chief of the Diplomatic Mission of the United States of America to the Federal Republic of Germany and the Minister for Foreign Affairs shall be Honorary Chairmen of the Commission.

The Chief of the Diplomatic Mission of the United States of America to the Federal Republic of Germany shall have the power to appoint and remove the American members on the Commission, at least two of whom shall be officers of the United States Foreign Service establishment in the Federal Republic of Germany. The Minister for Foreign Affairs shall have the power to appoint and remove the German members on the Commission.

A chairman with voting power shall be selected by the Commission from among its members.

The members shall serve from the time of their appointment until the following December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside the Federal Republic of Germany, expiration of service or otherwise, shall be filled in accordance with the appointment procedure set forth in this article.

The members shall serve without compensation but the Commission is authorized to pay the necessary expenses of the members in attending the meetings of the Commission and

Artikel 2

Die Kommission besteht aus zehn Mitgliedern, von denen fünf Staatsangehörige der Vereinigten Staaten von Amerika und fünf Deutsche mit ständigem Wohnsitz in der Bundesrepublik Deutschland einschließlich des Landes Berlin sind. Außerdem sind der Leiter der diplomatischen Vertretung der Vereinigten Staaten von Amerika in der Bundesrepublik Deutschland und der Bundesminister des Auswärtigen Ehrenvorsitzende der Kommission.

Die amerikanischen Mitglieder der Kommission, von denen mindestens zwei Beamte des Auswärtigen Dienstes der Vereinigten Staaten von Amerika in der Bundesrepublik Deutschland sein sollen, werden von dem Leiter der diplomatischen Vertretung der Vereinigten Staaten von Amerika in der Bundesrepublik Deutschland ernannt und abberufen. Die deutschen Mitglieder der Kommission werden vom Bundesminister des Auswärtigen der Bundesrepublik Deutschland ernannt und abberufen.

Die Mitglieder der Kommission wählen aus ihrer Mitte einen stimmberechtigten Vorsitzenden.

Die Amtszeit der Mitglieder beginnt mit ihrer Ernennung und endet an dem darauffolgenden 31. Dezember; Wiederernennung ist zulässig. Die durch Rücktritt, Verlegung des Wohnsitzes in ein Land außerhalb der Bundesrepublik Deutschland, Ablauf der Amtszeit oder auf andere Weise freiwerdenden Stellen werden nach dem in diesem Artikel niedergelegten Ernennungsverfahren besetzt.

Die Mitglieder üben ihre Tätigkeit ehrenamtlich aus; jedoch ist die Kommission ermächtigt, den Mitgliedern die ihnen aus der Teilnahme an den Sitzungen der Kommission und aus

in performing other official duties assigned by the Commission.

der Wahrnehmung sonstiger ihnen von der Kommission übertragener Amtsgeschäfte erwachsenen Auslagen zu erstatten.

Article 3

The Commission shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Commission.

Artikel 3

Soweit es die Kommission zur Führung ihrer Geschäfte für erforderlich erachtet, gibt sie sich eine Geschäftsordnung und setzt Ausschüsse ein.

Article 4

In furtherance of the purposes of the present agreement and subject to the conditions thereof, the Commission may exercise all powers necessary to the carrying out of such purposes including the following:

(1) plan, adopt, and carry out programs in furtherance of the purposes of the present agreement;

(2) designate, in co-operation with the Board of Foreign Scholarships of the United States of America, students, academic trainees, research scholars, teachers, instructors, professors, resident in the Federal Republic of Germany, to participate in the program;

(3) approve and place, in co-operation with the Board of Foreign Scholarships, students, academic trainees, research scholars, professors, teachers, instructors, resident in the United States of America, to participate in the program;

(4) elect from its membership a Treasurer and authorize him to receive funds to be deposited in bank accounts in the name of the Treasurer of the Commission. To the extent funds are not required for current activities, the Treasurer shall invest them in such securities as may be approved by the

Artikel 4

Zur Förderung der Zwecke dieses Abkommens kann die Kommission vorbehaltlich der Bestimmungen dieses Abkommens alle zur Erreichung dieser Zwecke erforderlichen Befugnisse ausüben, einschließlich der folgenden: Sie kann

(1) Programme zur Förderung der Zwecke dieses Abkommens ausarbeiten, annehmen und durchführen;

(2) in Zusammenarbeit mit dem Board of Foreign Scholarships in der Bundesrepublik Deutschland ansässige Studenten, Hochschulpraktikanten, Forschungsstipendiaten, Lehrer, Dozenten und Professoren für die Teilnahme an dem Programm bestimmen;

(3) in Zusammenarbeit mit dem Board of Foreign Scholarships in den Vereinigten Staaten von Amerika ansässige Studenten, Hochschulpraktikanten, Forschungsstipendiaten, Professoren, Lehrer und Dozenten für die Teilnahme an dem Programm zulassen und zuteilen;

(4) aus ihrer Mitte einen Schatzmeister wählen und ihn zur Entgegennahme von Geldmitteln ermächtigen, die auf den Namen des Schatzmeisters der Kommission auf ein Bankkonto einzuzahlen sind. Soweit diese Geldmittel nicht für laufende Geschäfte benötigt werden, legt der Schatz-

Secretary of State and the Minister for Foreign Affairs;

(5) authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the present agreement, including payment for transportation, tuition, maintenance and other expenses incident thereto;

(6) provide for periodic audits of the accounts of the Treasurer of the Commission as directed by auditors approved by the Secretary of State and the Minister for Foreign Affairs;

(7) engage an Executive Director and an administrative and clerical staff and fix and pay the salaries and wages thereof, and incur other administrative expenses as may be deemed necessary out of funds made available under the agreement;

(8) with the approval of the Secretary of State and the Minister for Foreign Affairs, administer or assist in administering or otherwise facilitate other programs in furtherance of the purposes of the present agreement.

Article 5

All commitments, obligations and expenditures authorized by the Commission shall be made in accordance with an annual budget to be approved by the Secretary of State and the Minister for Foreign Affairs.

Article 6

Reports acceptable in form and content shall be made annually on the activities of the Commission to the Secretary of State and the Minister for Foreign Affairs.

meister sie in von dem Außenminister und dem Bundesminister des Auswärtigen genehmigten Wertpapieren an;

(5) die Verausgabung von Mitteln und die Gewährung von Stipendien und Vorschüssen für die genehmigten Zwecke dieses Abkommens einschließlich der Zahlung von Reisekosten, Unterrichtsgebühren, Unterhaltungskosten und anderen damit zusammenhängenden Ausgaben bewilligen;

(6) eine regelmäßige Prüfung der Geschäftsbücher des Schatzmeisters der Kommission durch mit Zustimmung des Außenministers und des Bundesministers des Auswärtigen bestellte Rechnungsprüfer veranlassen;

(7) einen Verwaltungsdirektor und Verwaltungsbedienstete und Büropersonal einstellen und ihre Gehälter und Löhne festsetzen und auszahlen und andere für notwendig erachtete Verwaltungskosten aus den aus diesem Abkommen zur Verfügung stehenden Mitteln bestreiten;

(8) mit Genehmigung des Außenministers und des Bundesministers des Auswärtigen andere Programme zur Förderung der Zwecke dieses Abkommens übernehmen, daran mitwirken oder sie sonstwie erleichtern.

Artikel 5

Die Übernahme aller von der Kommission gutgeheißenen Verbindlichkeiten und alle von ihr gutgeheißenen Ausgaben erfolgen nach Maßgabe eines jährlichen Haushaltsplanes, der vom Außenminister und vom Bundesminister des Auswärtigen zu genehmigen ist.

Artikel 6

Alljährlich sind dem Außenminister und dem Bundesminister des Auswärtigen nach Form und Inhalt angemessene Berichte über die Tätigkeit der Kommission vorzulegen.

Article 7

The principal office of the Commission shall be at, or near, the seat of the Government of the Federal Republic of Germany, but meetings of the Commission and any of its committees may be held in such other places as the Commission may from time to time determine, and the activities of any of the Commission's officers or staff may be carried on at such places as may be approved by the Commission.

Artikel 7

Das Hauptbüro der Kommission befindet sich am Sitz der Bundesregierung oder in dessen Nähe; doch können Sitzungen der Kommission und ihrer Ausschüsse auch an anderen von der Kommission von Zeit zu Zeit zu bestimmenden Orten stattfinden; die Tätigkeit der Mitglieder oder Bediensteten der Kommission kann an jedem von der Kommission genehmigten Ort ausgeübt werden.

Article 8

Funds and property in the possession of the United States Educational Commission in the Federal Republic of Germany derived from sums made available to such Commission by the Government of the United States of America pursuant to the Agreement of July 18, 1952, as amended, shall be available to the Commission for the purpose of this agreement.

In addition to the funds provided for in the preceding paragraph, the Government of the Federal Republic of Germany shall, as and when requested by the Government of the United States of America for purposes of this agreement, make available such portion of the Deutsche Mark equivalent of the $10,000,000 provided for in the Agreement of July 18, 1952, as amended, as has not been made available to the Government of the United States of America at the time such Agreement is terminated and superseded by this agreement. The Government of the United States of America will make such funds available to the Commission upon their receipt from the Federal Republic of Germany and will make available an additional sum in Deutsche

Artikel 8

Geldmittel und Vermögensteile im Besitz der United States Educational Commission in the Federal Republic of Germany, die aus Beträgen herrühren, die der Educational Commission von der Regierung der Vereinigten Staaten von Amerika aufgrund des Abkommens vom 18. Juli 1952 in seiner geänderten Fassung zur Verfügung gestellt worden sind, stehen der Kommission für die Zwecke dieses Abkommens zur Verfügung.

Außer den in Absatz 1 vorgesehenen Geldmitteln überweist die Regierung der Bundesrepublik Deutschland, wenn sie von der Regierung der Vereinigten Staaten von Amerika für die Zwecke dieses Abkommens darum ersucht wird, den der Regierung der Vereinigten Staaten von Amerika zu dem Zeitpunkt, in dem das Abkommen vom 18. Juli 1952 in seiner geänderten Fassung abläuft und von diesem Abkommen abgelöst wird, noch nicht überwiesenen Rest des DM-Gegenwerts des in dem Abkommen vom 18. Juli 1952 in seiner geänderten Fassung vorgesehenen Betrages von 10 Millionen Dollar. Die Regierung der Vereinigten Staaten von Amerika überweist diese Mittel nach Empfang von der Bundesrepublik Deutschland an die

Mark equivalent to $1,000,000. The planned schedule for making such additional sum available to the Commission is the Deutsche Mark equivalent of $200,000 on or before June 30, 1964, and the balance in $200,000 installments on or before June 30 of each succeeding year until the entire sum is made available to the Commission.

The Government of the Federal Republic of Germany agrees to make available to the Commission the Deutsche Mark equivalent of $4,000,000. The transfer to the Commission of this amount will be made to the extent of the Deutsche Mark equivalent of $800,000 on or before April 1, 1964, and the balance in $800,000 installments on or before April 1 of each succeeding year until the entire sum is transferred to the Commission.

The Government of the United States of America and the Government of the Federal Republic of Germany agree that there may also be used for purposes of the present agreement any other funds made available by either Government to the Commission for such purposes.

All such funds and any accruals, as interest or otherwise, arising from investment or other use thereof, and contributions to the Commission from any other source, shall be available for expenditure by the Commission for purposes of the present agreement, within the budgetary limits established pursuant to Article 5.

The performance of this agreement shall be subject

Kommission und stellt ihr einen zusätzlichen Betrag in Höhe des DM-Gegenwerts von 1 Million Dollar zur Verfügung. Der Zeitplan für die Aufbringung dieses Zusatzbetrages sieht vor: für den DM-Gegenwert von 200.000 Dollar den 30. Juni 1964 oder früher und für den Rest Ratenzahlungen in Höhe von je 200.000 Dollar am 30. Juni jedes folgenden Jahres oder früher, so lange bis der Gesamtbetrag an die Kommission überwiesen ist.

Die Regierung der Bundesrepublik Deutschland erklärt sich bereit, der Kommission den DM-Gegenwert von 4 Millionen Dollar zur Verfügung zu stellen. Von dieser Summe werden der DM-Gegenwert von 800.000 Dollar am 1. April 1964 oder früher und der Restbetrag in Raten von 800.000 Dollar am 1. April jedes folgenden Jahres oder früher gezahlt, bis der Gesamtbetrag an die Kommission überwiesen ist.

Die Regierung der Vereinigten Staaten von Amerika und die Regierung der Bundesrepublik Deutschland kommen überein, daß auch andere Geldmittel, die der Kommission von einer der beiden Regierungen dafür zur Verfügung gestellt werden, für die Zwecke dieses Abkommens verwendet werden können.

Alle Geldmittel und alle aus der Investierung oder einer sonstigen Verwendung dieser Mittel erwachsenden Zins- oder sonstigen Erträge und alle Zuwendungen, die der Kommission aus irgendeiner anderen Quelle zufließen, können von ihr im Rahmen des gemäß Artikel 5 aufgestellten Haushaltsplanes für die Zwecke dieses Abkommens verwendet werden.

Die Erfüllung dieses Abkommens hat zur Voraussetzung, daß

(a) to the availability of appropriations to the Secretary of State when required by the laws of the United States of America,

(b) to the availability of required budget funds to the Minister for Foreign Affairs in accordance with the budgetary provisions of the Federal Republic of Germany.

(a) dem Außenminister die erforderlichen Bewilligungen zu dem durch die Rechtsvorschriften der Vereinigten Staaten von Amerika vorgesehenen Zeitpunkt und

(b) dem Bundesminister des Auswärtigen die jeweils erforderlichen Haushaltsmittel nach den haushaltsrechtlichen Bestimmungen der Bundesrepublik Deutschland tatsächlich zur Verfügung stehen.

Article 9

The Government of the United States of America and the Government of the Federal Republic of Germany shall make every effort to facilitate the exchange of persons program authorized in this agreement and to resolve problems which may arise in the operations thereof.

Artikel 9

Die Regierung der Vereinigten Staaten von Amerika und die Regierung der Bundesrepublik Deutschland werden alles tun, was in ihren Kräften steht, um das in diesem Abkommen vereinbarte Programm für den Personenaustausch zu erleichtern und Probleme, die sich im Zuge seiner Durchführung ergeben, zu lösen.

Article 10

Wherever, in the present agreement, the term "Secretary of State" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf. Whenever the term "Minister for Foreign Affairs" is used, it shall be understood to mean the Minister for Foreign Affairs in the Federal Republic of Germany or any officer or employee of the Government of the Federal Republic of Germany as he may designate to act in his behalf.

Artikel 10

In diesem Abkommen bedeutet der Begriff "Außenminister" den Außenminister der Vereinigten Staaten von Amerika oder jeden Beamten oder Bediensteten der Regierung der Vereinigten Staaten von Amerika, der von ihm dazu bestimmt wird, für ihn zu handeln. Der Begriff "Bundesminister des Auswärtigen" bedeutet den Bundesminister des Auswärtigen der Bundesrepublik Deutschland und jeden Beamten oder Bediensteten der Regierung der Bundesrepublik Deutschland, der von ihm dazu bestimmt wird, für ihn zu handeln.

Article 11

The present agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of the Federal Republic of Germany.

Artikel 11

Dieses Abkommen kann durch einen diplomatischen Notenwechsel zwischen der Regierung der Vereinigten Staaten von Amerika und der Regierung der Bundesrepublik Deutschland geändert werden.

Article 12

The agreement shall also apply in Land Berlin, unless the Government of the Federal Republic of Germany delivers a statement to the contrary to the Government of the United States of America within three months from the effective date of the agreement.

Artikel 12

Dieses Abkommen gilt auch für das Land Berlin, sofern nicht die Regierung der Bundesrepublik Deutschland gegenüber der Regierung der Vereinigten Staaten von Amerika innerhalb von drei Monaten nach Inkrafttreten des Abkommens eine gegenteilige Erklärung abgibt.

Article 13

The present agreement supersedes the Agreement between the Government of the United States of America and the Government of the Federal Republic of Germany signed at Bonn on July 18, 1952, as amended.

This agreement enters into force on the date the Government of the United States of America is notified by the Government of the Federal Republic of Germany that the domestic prerequisites for the entry into force have been met.[1]

Done at Bonn in two originals, each of them in the English and German languages, both texts being equally authentic, this 20th day of November 1962

Artikel 13

Dieses Abkommen tritt an die Stelle des in Bonn am 18. Juli 1952 unterzeichneten Abkommens zwischen der Regierung der Vereinigten Staaten von Amerika und der Regierung der Bundesrepublik Deutschland in seiner geänderten Fassung.

Dieses Abkommen tritt an dem Tage in Kraft, an dem die Regierung der Bundesrepublik Deutschland der Regierung der Vereinigten Staaten von Amerika mitteilt, daß die innerstaatlichen Voraussetzungen für das Inkrafttreten des Vertrages erfüllt sind.

Geschehen zu Bonn, am 20. November 1962 in zwei Urschriften, jede in englischer und deutscher Sprache, wobei jeder Wortlaut gleichermassen verbindlich ist.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FÜR DIE REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA:

WALTER DOWLING

FOR THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY:

FÜR DIE REGIERUNG DER BUNDESREPUBLIK DEUTSCHLAND:

HEINRICH KRONE

[SEAL] [SEAL]

[1] Jan. 24, 1964.

PHILIPPINES

Trade in Cotton Textiles

Agreement effected by exchange of notes
Signed at Washington February 24, 1964;
Entered into force February 24, 1964.
With exchange of letters.

The Secretary of State to the Ambassador of the Philippines

DEPARTMENT OF STATE
WASHINGTON
February 24, 1964

EXCELLENCY:

I have the honor to refer to recent discussions in Manila and Washington between representatives of the Government of the United States of America and the Government of the Republic of the Philippines concerning trade in cotton textiles between the Philippines and 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 the Philippines and the United States.

1. The Governments recognize that substantially all the exports of cotton textiles from the Philippines to the United States in categories 52, 53, 54, 59, and 63 consist of infants' wear produced by the Philippine cottage industry and traditionally part of the special United States-Philippine cotton textile trade. The Governments agree that the annual levels of these "traditional trade" categories have most recently approximated the following pattern:

Category 52	25,000 dozen
Category 53	410,000 dozen
Category 54	75,000 dozen
Category 59	130,000 dozen
Category 63	860,000 dozen
Total	1,500,000 dozen

2. In the event the Government of the Republic of the Philippines desires to permit exports in the traditional trade categories enumerated in paragraph 1 to exceed in any calendar year 110 percent of the levels of traditional trade enumerated in paragraph 1

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(as adjusted pursuant to paragraph 7), it shall so notify the Government of the United States. Upon receipt of such notification, the Government of the United States may request consultations on the matter if, in its view, the proposed export levels would constitute an undue concentration of trade threatening to cause a disruption of the United States market in these categories. The Government of the United States shall accompany its request for consultations with detailed information on the condition of the United States market in the category or categories in question. The Government of the Republic of the Philippines shall agree to enter into such consultations, and during the course thereof the Government of the Republic of the Philippines shall limit its exports on an annual basis in the categories in question to 110 percent of the level of traditional trade enumerated in paragraph 1 (as adjusted pursuant to paragraph 7).

3. During calendar year 1964, the Government of the Republic of the Philippines shall limit its exports to the United States in all categories of cotton textiles, except those enumerated in paragraph 1, to an aggregate limit of 15.5 million square yards equivalent.

4. Within the aggregate limit specified in paragraph 3 the following specific ceilings shall apply:

Category 32	3, 150, 000 dozen
Category 39	225, 000 dozen pair
Category 50	15, 000 dozen
Category 51	15, 000 dozen
Category 60	7, 000 dozen
Category 61	1, 200, 000 dozen
Category 64	152, 175 lbs.

5. Within the aggregate limit specified in paragraph 3, exports in category 45 shall not exceed 30,000 dozen in any calendar year.

6. The square yard equivalent of any shortfalls in categories given a specific ceiling in paragraphs 4 and 5 may be used in any category not given a specific ceiling and not enumerated in paragraph 1. Annual exports in categories not given a specific ceiling and not enumerated in paragraph 1 shall not exceed 350,000 square yards equivalent except by mutual agreement of the two Governments.

7. The limitations on exports established by paragraphs 3, 4, and 6 and the levels of traditional trade categories enumerated in paragraph 1 shall be raised by 5 percent for calendar year 1965 and, on a cumulative basis, for each subsequent calendar year.

8. With the exception of seasonal items, the Government of the Philippines shall space its annual exports of cotton textiles to the United States as evenly as may be practicable in each calendar year.

9. In the event concentration of exports from the Philippines to the United States of apparel items made of a particular fabric not of United States origin causes or threatens to cause market disruption in the United States, the Government of the United States may call for consultations with the Government of the Republic of

the Philippines in order to reach a mutually satisfactory solution to the problem. The Government of the Philippines shall agree to enter into such consultations, and, during the course thereof, shall limit its exports of the item in question to an annual level of 105 percent of its exports of that item during the 12-month period immediately preceding the month in which consultations are requested.

10. Each Government agrees to supply promptly any available statistical data requested by the other Government. In the implementation of this Agreement, the system of categories and the factors for conversion into square yards equivalent set forth in the Annex hereto shall apply.

11. For the duration of this Agreement, the Government of the United States shall not limit the importation of cotton textiles from the Philippines to levels lower than those provided in this Agreement.

12. The Governments agree to consult on any question arising in the implementation of this Agreement.

13. The Governments agree that this Agreement, while governing trade in cotton textiles, does not prejudice any interpretations by either Government of the Agreement between the United States and the Philippines Concerning Trade and Related Matters signed at Washington on September 6, 1955.[1]

14. This Agreement shall continue in force through December 31, 1967, provided that either Government may propose revisions in the terms of the Agreement no later than 90 days prior to the beginning of a new 12-month period. Either Government may terminate this Agreement effective at the end of calendar years 1965 or 1966 by written notice to the other Government given at least 90 days prior to the end of either calendar year; provided that such termination shall not operate to prejudice the ability of the Philippines to export cotton textiles to the United States in amounts preserving its proportionate share of the United States market as represented by the levels specified in this Agreement for the calendar year in which the Agreement is terminated.

I have further the honor to request you to be good enough to confirm the foregoing understandings on behalf of the Government of the Republic of the Philippines.

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

For the Secretary of State:
G. GRIFFITH JOHNSON

Enclosure:
Annex.

His Excellency
AMELITO R. MUTUC,
Ambassador of the Philippines.

[1] TIAS 3348; 6 UST 2981.

ANNEX

SQUARE YARD EQUIVALENT CONVERSION FACTORS BY CATEGORY

Category	Description	Unit	Conversion Factor
1	Yarn, carded, singles	Lb.	4.6
2	Yarn, carded, plied	Lb.	4.6
3	Yarn, combed, singles	Lb.	4.6
4	Yarn, combed, plied	Lb.	4.6
5	Gingham, carded	Syd.	1.0
6	Gingham, combed	Syd.	1.0
7	Velveteen	Syd.	1.0
8	Corduroy	Syd.	1.0
9	Sheeting, carded	Syd.	1.0
10	Sheeting, combed	Syd.	1.0
11	Lawn, carded	Syd.	1.0
12	Lawn, combed	Syd.	1.0
13	Voile, carded	Syd.	1.0
14	Voile, combed	Syd.	1.0
15	Poplin and broadcloth, carded	Syd.	1.0
16	Poplin and broadcloth, combed	Syd.	1.0
17	Typewriter ribbon cloth	Syd.	1.0
18	Print cloth, shirting type, 80 x 80 type, carded	Syd.	1.0
19	Print cloth, shirting type, other than 80 x 80 type, carded	Syd.	1.0
20	Shirting, Jacquard or dobby, carded	Syd.	1.0
21	Shirting, Jacquard or dobby, combed	Syd.	1.0
22	Twill and sateen, carded	Syd.	1.0
23	Twill and sateen, combed	Syd.	1.0
24	Woven fabric, n.e.s., yarn dyed, carded	Syd.	1.0
25	Woven fabric, n.e.s., yarn dyed, combed	Syd.	1.0
26	Woven fabric, other, carded	Syd.	1.0
27	Woven fabric, other, combed	Syd.	1.0
28	Pillowcases, not ornamented, carded	No.	1.084
29	Pillowcases, not ornamented, combed	No.	1.084
30	Dish towels	No.	.348
31	Other towels	No.	.348
32	Handkerchiefs, whether or not in the piece	Doz.	1.66
33	Table damask and manufactures	Lb.	3.17
34	Sheets, carded	No.	6.2
35	Sheets, combed	No.	6.2
36	Bedspreads and quilts	No.	6.9

Category	Description	Unit	Conversion Factor
37	Braided and woven elastics	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
48	Raincoats, ¾ length or longer, not knit	Doz.	50.0
49	Other coats, 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, washsuits, sunsuits, creepers, rompers, etc., not knit, n.e.s.	Doz.	25.0
55	Dressing gowns, including bathrobes, beach robes, 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 [1]
46	All other cotton textiles	Lb.	4.6

[1] For purposes of converting dozens into pounds under the United States cotton textile classification system, the factor to be used is 1.74. [Footnote in the original.]

The Ambassador of the Philippines to the Secretary of State

EMBASSY OF THE PHILIPPINES
WASHINGTON, D.C.
February 24, 1964

EXCELLENCY:

I have the honor to acknowledge receipt of your note of today's date concerning trade in cotton textiles between the Republic of the Philippines and the United States which reads as follows:

"Excellency:

"I have the honor to refer to recent discussions in Manila and Washington between representatives of the Government of the United States of America and the Government of the Republic of the Philippines concerning trade in cotton textiles between the Philippines and 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 the Philippines and the United States:

"1. The Governments recognize that substantially all the exports of cotton textiles from the Philippines to the United States in categories 52, 53, 54, 59, and 63 consist of infants' wear produced by the Philippine cottage industry and traditionally part of the special United States-Philippine cotton textile trade. The Governments agree that the annual levels of these "traditional trade" categories have most recently approximated the following pattern:

Category 52	25,000 dozen
Category 53	410,000 dozen
Category 54	75,000 dozen
Category 59	130,000 dozen
Category 63	860,000 dozen
Total	1,500,000 dozen

"2. In the event the Government of the Republic of the Philippines desires to permit exports in the traditional trade categories enumerated in paragraph 1 to exceed in any calendar year 110 percent of the levels of traditional trade enumerated in paragraph 1 (as adjusted pursuant to paragraph 7), it shall so notify the Government of the United States. Upon receipt of such notification, the Government of the United States may request consultations on the matter if, in its view, the proposed export levels would constitute an undue concentration of trade threatening to cause a disruption of the United States market in these categories. The Government of the United States shall accompany its request for consultations with detailed in-

formation on the condition of the United States market in the category or categories in question. The Government of the Republic of the Philippines shall agree to enter into such consultations, and during the course thereof the Government of the Republic of the Philippines shall limit its exports on an annual basis in the categories in question to 110 percent of the level of traditional trade enumerated in paragraph 1 (as adjusted pursuant to paragraph 7).

"3. During calendar year 1964, the Government of the Republic of the Philippines shall limit its exports to the United States in all categories of cotton textiles, except those enumerated in paragraph 1, to an aggregate limit of 15.5 million square yards equivalent.

"4. Within the aggregate limit specified in paragraph 3 the following specific ceilings shall apply:

Category 32	3,150,000 dozen
Category 39	225,000 dozen pair
Category 50	15,000 dozen
Category 51	15,000 dozen
Category 60	7,000 dozen
Category 61	1,200,000 dozen
Category 64	152,175 lbs.

"5. Within the aggregate limit specified in paragraph 3, exports in category 45 shall not exceed 30,000 dozen in any calendar year.

"6. The square yard equivalent of any shortfalls in categories given a specific ceiling in paragraphs 4 and 5 may be used in any category not given a specific ceiling and not enumerated in paragraph 1. Annual exports in categories not given a specific ceiling and not enumerated in paragraph 1 shall not exceed 350,000 square yards equivalent except by mutual agreement of the two Governments.

"7. The limitations on exports established by paragraphs 3, 4, and 6 and the levels of traditional trade categories enumerated in paragraph 1 shall be raised by 5 percent for calendar year 1965 and, on a cumulative basis, for each subsequent calendar year.

"8. With the exception of seasonal items, the Government of the Philippines shall space its annual exports of cotton textiles to the United States as evenly as may be practicable in each calendar year.

"9. In the event concentration of exports from the Philippines to the United States of apparel items made of a particular fabric not of United States origin causes or threatens to cause market disruption in the United States, the Government of the United States may call for consultations with

the Government of the Republic of the Philippines in order to reach a mutually satisfactory solution to the problem. The Government of the Philippines shall agree to enter into such consultations, and, during the course thereof, shall limit its exports of the item in question to an annual level of 105 percent of its exports of that item during the 12-month period immediately preceding the month in which consultations are requested.

"10. Each Government agrees to supply promptly any available statistical data requested by the other Government. In the implementation of this Agreement, the system of categories and the factors for conversion into square yards equivalent set forth in the Annex hereto shall apply.

"11. For the duration of this Agreement, the Government of the United States shall not limit the importation of cotton textiles from the Philippines to levels lower than those provided in this Agreement.

"12. The Governments agree to consult on any question arising in the implementation of this Agreement.

"13. The Governments agree that this Agreement, while governing trade in cotton textiles, does not prejudice any interpretations by either Government of the Agreement between the United States of America and the Republic of the Philippines Concerning Trade and Related Matters signed at Washington on September 6, 1955.

"14. This Agreement shall continue in force through December 31, 1967, provided that either Government may propose revisions in the terms of the Agreement no later than 90 days prior to the beginning of a new 12-month period. Either Government may terminate this Agreement effective at the end of calendar years 1965 or 1966 by written notice to the other Government given at least 90 days prior to the end of either calendar year; provided that such termination shall not operate to prejudice the ability of the Philippines to export cotton textiles to the United States in amounts preserving its proportionate share of the United States market as represented by the levels specified in this Agreement for the calendar year in which the Agreement is terminated.

"I have further the honor to request you to be good enough to confirm the foregoing understandings on behalf of the Government of the Republic of the Philippines.

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

I have further the honor to confirm the foregoing understandings on behalf of the Government of the Republic of the Philippines.

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

AMELITO R. MUTUC

Enclosure:[1]
Copy of Annex
to United States Note.

His Excellency
DEAN RUSK
Secretary of State
of the United States of America

The Secretary of State to the Ambassador of the Philippines

DEPARTMENT OF STATE
WASHINGTON
February 24, 1964

DEAR MR. AMBASSADOR:

With reference to paragraph 5 of the Agreement between the Government of the Republic of the Philippines and the Government of the United States of America concerning trade in cotton textiles between the Philippines and the United States effected by the Exchange of Notes today, the Government of the Philippines, pursuant to that paragraph, has agreed to limit its 1964 exports in category 45 to 30,000 dozens. I wish to state the understanding of my Government that this level for category 45 shall not become effective until April 1, 1964. At that time, category 45 goods from the Philippines held in bonded warehouse in the United States shall be charged, upon release by the United States Bureau of Customs, against the 1964 export level for category 45 regardless of when these goods were exported from the Republic of the Philippines. The amount of these goods is estimated to be approximately 12,500 dozens. In the event the final determination of the amount of these goods exceeds 12,500 dozens, the Government of the United States shall request consultations with the Government of the Republic of the Philippines to seek some appropriate adjustment.

I should be grateful if you would confirm that this understanding is acceptable to your Government.

Sincerely yours,

For the Secretary of State:

G. GRIFFITH JOHNSON

His Excellency
AMELITO R. MUTUC,
Ambassador of the Philippines.

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[1] Not printed. See *ante*, pp. 92-93.

The Ambassador of the Philippines to the Secretary of State

EMBASSY OF THE PHILIPPINES
WASHINGTON, D.C.
February 24, 1964

DEAR MR. SECRETARY:

I acknowledge receipt of your letter of this date which reads as follows:

Dear Mr. Ambassador:

With reference to paragraph 5 of the Agreement between the Government of the Republic of the Philippines and the Government of the United States of America concerning trade in cotton textiles between the Philippines and the United States effected by the Exchange of Notes today, the Government of the Philippines, pursuant to that paragraph, has agreed to limit its 1964 exports in category 45 to 30,000 dozens. I wish to state the understanding of my Government that this level for category 45 shall not become effective until April 1, 1964. At that time, category 45 goods from the Philippines held in bonded warehouse in the United States shall be charged, upon release by the United States Bureau of Customs, against the 1964 export level for category 45 regardless of when these goods were exported from the Republic of the Philippines. The amount of these goods is estimated to be approximately 12,500 dozens. In the event the final determination of the amount of these goods exceeds 12,500 dozens, the Government of the United States shall request consultations with the Government of the Republic of the Philippines to seek some appropriate adjustment.

I should be grateful if you would confirm that this understanding is acceptable to your Government.

I wish to confirm on behalf of my Government the understanding set forth in your letter.

Sincerely yours,

AMELITO R. MUTUC

His Excellency
DEAN RUSK
The Secretary of State
of the United States of America
Washington 25, D.C.

BRAZIL

Technical Cooperation: Special Technical Services

Agreement extending the agreement of May 30, 1953, as extended.
Effected by exchange of notes
Signed at Rio de Janeiro December 27 and 30, 1963;
Entered into force December 31, 1963.

The American Ambassador to the Brazilian Minister of Foreign Affairs

No. 494 RIO DE JANEIRO, *December 27, 1963.*

EXCELLENCY:

I have the honor to refer to the Agreement for Special Technical Services between our two governments signed at Rio de Janeiro on May 30, 1953, [1] and to propose that such agreement shall be extended until the date of entry into full force and effect of an agreement which supersedes such agreement, or until sixty days after the date of the communication by which either government gives written notification to the other of its intention to terminate it, whichever is sooner.

If this proposal is acceptable to your government, I have the honor to propose that this note and Your Excellency's note in reply concurring therein shall constitute an agreement between our two governments which shall be deemed to enter into force on December 31, 1963.

LINCOLN GORDON

His Excellency
Ambassador JOÃO AUGUSTO DE ARAUJO CASTRO
Minister of Foreign Affairs,
Republic of the United States of Brazil

The Brazilian Minister of Foreign Affairs to the American Ambassador

MINISTERIO DAS RELAÇÕES EXTERIORES
DCET/DAI/DAS/282/561.(22) *Em 30 de dezembro de 1963.*

SENHOR EMBAIXADOR,

Tenho a honra de acusar recebimento da nota n° 494, de 27 do corrente, pela qual Vossa Excelência propõe que o Acôrdo sôbre o

[1] TIAS 5049; 13 UST 1061. *See also* TIAS 5050; 13 UST 1076.

Programa de Serviços Técnicos Especiais, firmado no Rio de Janeiro em 30 de maio de 1953, entre nossos dois governos, seja prorrogado até a data de entrada em vigor de um acôrdo que o substitua, ou até sessenta dias depois que qualquer dos dois governos haja notificado o outro, por escrito, de sua intenção de denunciá-lo.

2. Em resposta, comunico a Vossa Excelência que o Govêrno brasileiro aceita a proposta dessa Embaixada, constituindo esta nota e a de número 494 de Vossa Excelência entendimento entre nossos dois governos sôbre o assunto, o qaul se considera válido a partir de 31 de dezembro de 1963.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

J. A. DE ARAUJO CASTRO

A Sua Excelência o Senhor LINCOLN GORDON,
Embaixador dos Estados Unidos da América.

Translation

MINISTRY FOR FOREIGN AFFAIRS
DCET/DAI/DAS/282/561.(22) *December 30, 1963*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of note No. 494 dated the 27th of this month, whereby Your Excellency proposes that the Agreement for the Special Technical Services Program, concluded at Rio de Janeiro on May 30, 1953 between our two Governments, be extended until the date of entry into force of an agreement which supersedes it, or until sixty days after either Government has given written notification to the other of its intention to terminate it.

2. In reply, I inform Your Excellency that the Brazilian Government accepts your Embassy's proposal, and that this note and Your Excellency's note No. 494 shall constitute an agreement between our two Governments on the matter, which shall be deemed valid from December 31, 1963.

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

J. A. DE ARAUJO CASTRO

His Excellency
LINCOLN GORDON,
Ambassador of the
United States of America.

BRAZIL

Technical Cooperation: Agriculture and Natural Resources

Agreement extending the agreement of June 26, 1953, as amended and extended.
Effected by exchange of notes
Signed at Rio de Janeiro December 27 and 30, 1963;
Entered into force December 31, 1963.

The American Ambassador to the Brazilian Minister of Foreign Affairs

No. 493 RIO DE JANEIRO, *December 27, 1963.*

EXCELLENCY:

I have the honor to refer to the Agreement for a Cooperative Program in Agriculture and Natural Resources between our two governments signed at Rio de Janeiro on June 26, 1953,[1] and to propose that such agreement shall be extended until December 31, 1964, or until sixty days after the date of the communication by which either government gives written notification to the other of its intention to terminate it, whichever is sooner.

If this proposal is acceptable to your government, I have the honor to propose that this note and Your Excellency's note in reply concurring therein shall constitute an agreement between our two governments which shall be deemed to enter into force on December 31, 1963.

LINCOLN GORDON

His Excellency
Ambassador JOÃO AUGUSTO DE ARAUJO CASTRO
Minister of Foreign Affairs
Republic of the United States of Brazil

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[1] TIAS 4130; 9 UST 1357. *See also* TIAS 5050; 13 UST 1076.

The Brazilian Minister of Foreign Affairs to the American Ambassador

MINISTERIO DAS RELAÇÕES EXTERIORES

DCET/DAI/DAS/281/561.(22) *Em 30 de dezembro de 1963*

SENHOR EMBAIXADOR,

Tenho a honra de acusar recebimento da nota nº 493 de 27 do corrente, pela qual Vossa Excelência propõe que o Acôrdo relativo ao Programa Cooperativo sôbre Agricultura e Recursos Naturais, firmado no Rio de Janeiro, entre nossos dois governos, em 26 de junho de 1953, seja prorrogado até 31 de dezembro de 1964, ou até sessenta dias depois que qualquer dos dois governos haja notificado o outro, por escrito, de sua intenção de denunciá-lo e, nesta última hipótese, desde que êsse prazo não ultrapasse o dia 31 de dezembro de 1964.

2. Em resposta, comunico a Vossa Excelência que o Govêrno brasileiro aceita a proposta dessa Embaixada, constituindo esta nota e a de número 493 de Vossa Excelência entendimento entre nossos dois governos sôbre o assunto, cuja vigência terá início a 31 de dezembro de 1963.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

J. A. DE ARAUJO CASTRO

A Sua Excelência o Senhor LINCOLN GORDON,
Embaixador dos Estados Unidos da América.

Translation

MINISTRY FOR FOREIGN AFFAIRS

DCET/DAI/DAS/281/561.(22) *December 30, 1963*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of note No. 493 dated the 27th of this month, whereby Your Excellency proposes that the Agreement for a Cooperative Program in Agriculture and Natural Resources, concluded at Rio de Janeiro between our two Governments on June 26, 1953, be extended until December 31, 1964, or until sixty days after either Government has given written notification to the other of its intention to terminate it, in the latter case provided that time limit does not extend beyond December 31, 1964.

2. In reply, I inform Your Excellency that the Brazilian Government accepts your Embassy's proposal, and this note and Your Excellency's note No. 493 shall constitute an agreement between our two Governments on the matter, which shall enter into force on December 31, 1963.

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

J. A. DE ARAUJO CASTRO

His Excellency
LINCOLN GORDON,
Ambassador of the
United States of America.

INTER-AMERICAN DEVELOPMENT BANK

Protocol to the Social Progress Trust Fund Agreement

Signed at Washington February 17, 1964;
Entered into force February 17, 1964.

PROTOCOL TO THE SOCIAL PROGRESS TRUST FUND AGREEMENT

WHEREAS Section 3.02 of the Social Progress Trust Fund Agreement between the United States of America and the Inter-American Development Bank dated the nineteenth day of June, 1961,[1] provides that the amount of commitments which the Bank as Administrator of the Trust Fund is entitled to make may be increased by mutual agreement; and

WHEREAS the United States wishes to give further support to the Alliance for Progress by augmenting the resources of the Social Progress Trust Fund, and

WHEREAS the Bank is prepared to administer such an increase of the resources of the Fund;

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I

The Bank, as Administrator of the Social Progress Trust Fund pursuant to the terms of the Social Progress Trust Fund Agreement, shall be entitled to make commitments on behalf of the Fund in an amount of $131,000,000 in addition to the sum now specified in Section 3.02 of the Agreement.

ARTICLE II

This protocol shall enter into force on the date hereof.

DONE at the city of Washington in the District of Columbia, this 17th day of February, 1964 in two equally authentic originals.

FOR THE UNITED STATES OF AMERICA:
THOMAS C. MANN

FOR THE INTER-AMERICAN DEVELOPMENT BANK:
F HERERRA

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[1] TIAS 4763; 12 UST 632.

PAN AMERICAN UNION

Financing of Assistance Under Alliance for Progress

Agreement modifying and supplementing the agreement of November 29, 1961.
Signed at Washington February 17, 1964;
Entered into force February 17, 1964.

AMENDATORY AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE PAN AMERICAN UNION

WHEREAS, the Government of the United States of America and the Pan American Union entered into an Agreement, dated the 29th day of November 1961,[1] concerning certain funds to be made available under the Alliance for Progress;

WHEREAS, the American Republics have continued to support the Alliance for Progress and the second annual meeting of the Inter-American Economic and Social Council at the Ministerial Level created an Inter-American Committee for the Alliance for Progress as a continuing organ to review the external resources available to the Americas from all sources and the ability of individual countries to absorb them, and to review the technical assistance efforts of the member countries and the technical assistance activities of the multilateral agencies active in Latin America;

WHEREAS, the second annual meeting of the Inter-American Economic and Social Council at the Ministerial Level called for the establishment of a multilateral fund to support development assistance activities such as those outlined in said Agreement, by the voluntary contributions of the signatory countries commencing in 1965;

WHEREAS, the Government of the United States desires to support these vital Inter-American activities on an interim basis, until creation of the voluntary multilateral fund, and facilitate the organization of the Inter-American Committee for the Alliance for Progress and enhance its responsibility;

WHEREAS, Article I of said Agreement indicated that the United States of America might make available additional funds for the purposes set forth therein; and

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[1] TIAS 4887; 12 UST 1690.

33-259 O-64-8

WHEREAS, the United States of America has agreed to make available said additional funds and the parties to said Agreement have agreed to make certain technical modifications therein in the light of their experience to date,

NOW, THEREFORE, the Government of the United States of America and the Pan American Union, General Secretariat of the Organization of American States, agree that the Agreement of November 29, 1961 shall be modified and supplemented, as follows:

1. In addition to the sum specified in Article I of said Agreement, the Government of the United States of America hereby agrees to make available an additional $4,000,000.00 to be used in accordance with said Agreement as modified hereby.

2. Article I, Section A shall be modified by replacing it in its entirety with the following section: "A. Field investigations, studies, and technical assistance on a multi-country basis relating to social and economic development including those relating to the organization and strengthening of national agencies for the preparation of development programs, agrarian reform and rural development including cooperatives, housing, education, man power, tax policy and administration, public administration, natural resources, export promotion, promotion of private enterprise, labor participation in development and project evaluation."

3. Article I, Section C shall be modified by inserting after the word "basis" the following parenthetical insert: "or in special circumstances detail of regular employees as may be mutually agreed upon in writing by the parties hereto prior to each such detail", and by the addition of the following clause at the end of the section: "and to provide the necessary staff support to the Inter-American Committee for the Alliance for Progress."

4. Article III, Section A shall be modified by striking the last sentence thereof.

5. Article III, Section B shall be modified by adding at the end of sub-section (i) the following clause: "provided however that this prohibition shall not apply in the case of detail of employees as provided for in Article I, sub-section C."

6. Article IV shall be modified by adding at the end thereof the following clause: "with due reference to sectoral guidelines which may be established by the Inter-American Committee for the Alliance for Progress."

7. Article V shall be modified by replacing Section C thereof in its entirety with the following provision: "C. The Union will submit to the United States an individual project proposal for each activity which it proposes to fund under this Agreement. The proposals will be in those areas outlined in Article I and will indicate the scope of work to be accomplished, the cost estimate, and the time estimated to complete the particular activity. Wherever possible, such proposals

should show the estimated activity by country. The United States of America will advance funds from time to time as may be necessary to carry out approved projects. In the case of approved country mission programs, the Union will provide an estimate of funds projected for the individual recipient countries. Within the approved total for this program, funds will be advanced from time to time by the United States of America upon submission of a detailed description of the proposed activities of the mission."

8. Article VI shall be modified by replacing it in its entirety with the following provision: "The Union shall provide the Government of the United States with quarterly statements containing appropriate information with respect to receipts and disbursements and balances in the separate accounts provided for under this Agreement. In addition, the Union shall issue quarterly a detailed report containing appropriate information with respect to the operation and the progress of projects under this Agreement, together with any other information relevant thereto. These statements and reports will serve as a basis for disbursements in accordance with Article V. After the completion of each project a report shall be issued concerning that project. Observations which the United States may desire to make to the Union upon any such reports may be presented as deemed appropriate."

Except as provided herein, said Agreement shall remain in full force and effect.

DONE at Washington, in duplicate, this 17th day of February, 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

THOMAS C. MANN

FOR THE PAN AMERICAN UNION:

JOSÉ A. MORA

[SEAL]

PAKISTAN

Agricultural Commodities

Agreement amending the agreement of October 14, 1961, as amended.
Effected by exchange of notes
Signed at Karachi February 10, 1964;
Entered into force February 10, 1964.

The American Ambassador to the Secretary, Economic Affairs Division, Government of Pakistan

No. 474 KARACHI, *February 10, 1964.*

SIR:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Pakistan dated October 14, 1961,[1] as amended, and to propose that Article I of the Agreement be further amended by substituting the following for the commodity table in Article I:

"Commodity	Export Market Value (Millions)
Wheat and wheat products	$326.4
Feedgrains	12.9
Cotton (extra long staple)	9.6
(upland)	6.3
Tobacco	8.0
Cottonseed and/or soybean oil	127.65
Dried eggs	0.6
Frozen and/or canned poultry	0.4
Tallow (inedible)	16.0
Dry edible beans	1.9
Dry edible peas	0.7
Milk (nonfat dry)	3.8
(sweetened condensed and evaporated)	2.83
(dry whole)	3.37
Butter, butter oil, and ghee	17.2
Ocean transportation	83.9
	$621.55"

[1] TIAS 4852; 12 UST 1287.

It is my Government's understanding that, in lieu of the undertaking to import one million pounds of nonfat dry milk during United States fiscal year 1964, the Government of Pakistan agrees to import with its own resources from the United States of America and from countries friendly to the United States of America a total of at least 4,200 metric tons of dry and canned milk and milk foods during that fiscal year.

I have the honor to propose that this note and your reply concurring therein shall constitute an agreement between our two Governments on the subject to enter into force on the date of your note in reply.

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

WALTER P. MCCONAUGHY

Mr. OSMAN ALI, *Secretary,*
Economic Affairs Division,
Government of Pakistan.

The Secretary, Economic Affairs Division, Government of Pakistan, to the American Ambassador

GOVERNMENT OF PAKISTAN
PRESIDENT'S SECRETARIAT
ECONOMIC AFFAIRS DIVISION
Karachi, February 10, 1964.

EXCELLENCY:

I have the honour to acknowledge with thanks the receipt of your Note No. 474 dated February 10, 1964, containing the proposal to amend further Article I of the Agricultural Commodities Agreement between the Government of Pakistan and the Government of the United States of America dated October 14, 1961, as amended, the text of which is reproduced below:

"I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Pakistan dated October 14, 1961, as amended, and to propose that Article I of the Agreement be further amended by substituting the following for the commodity table in Article I:

"Commodity	Export Market Value (Millions)
Wheat and wheat products	$326.4
Feedgrains	12.9
Cotton (extra long staple)	9.6
(upland)	6.3
Tobacco	8.0
Cottonseed and/or soybean oil	127.65
Dried eggs	0.6
Frozen and/or canned poultry	0.4
Tallow (inedible)	16.0
Dry edible beans	1.9
Dry edible peas	0.7
Milk (nonfat dry)	3.8
(sweetened condensed and evaporated)	2.83
(dry whole)	3.37
Butter, butter oil, and ghee	17.2
Ocean transportation	83.9
	$621.55"

"It is my Government's understanding that, in lieu of the undertaking to import one million pounds of nonfat dry milk during United States fiscal year 1964, the Government of Pakistan agrees to import with its own resources from the United States of America and from countries friendly to the United States of America a total of at least 4,200 metric tons of dry and canned milk and milk foods during that fiscal year.

"I have the honor to propose that this note and your reply concurring therein shall constitute an agreement between our two Governments on the subject to enter into force on the date of your note in reply.

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

I confirm that the foregoing sets forth the understanding of the Government of Pakistan.

S OSMAN ALI

(S. Osman Ali)
Secretary
Economic Affairs Division.

His Excellency,
WALTER P. MCCONAUGHY,
Ambassador of the United States of America in Pakistan.

TIAS 5524

ICELAND

Agricultural Commodities

Agreement signed at Reykjavik February 13, 1964;
Entered into force February 13, 1964.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ICELAND UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of Iceland:

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

Considering that the purchase for kronur of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

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

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Iceland pursuant to Title I of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

SALES FOR KRONUR

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Iceland of purchase

[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for kronur to purchasers authorized by the Government of Iceland, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (thousands)
Cracked corn and cornmeal (in terms of cornmeal)	$700
Cottonseed and/or soybean oil	100
Rice	40
Ocean Transportation (estimated)	100
Total	$940

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of kronur accruing from such sale, and other relevant matters.

3. 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

USES OF KRONUR

The kronur accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown:

A. For United States expenditures under subsections (a), (b), (c), (d), (f) and (h) through (r) of Section 104 of the Act, or under any of such subsections, 25 percent of the kronur accruing pursuant to this agreement.

B. For a loan to the Government of Iceland under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Iceland, as may be mutually agreed, 75 percent of the kronur accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate

loan agreement. In the event that agreements not reached [1] on the use of the kronur for loan purposes under Section 104(g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the kronur for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF KRONUR

1. The amount of kronur to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into kronur as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary rate applying to all foreign exchange transactions is maintained by the Government of Iceland, or

(b) if more than one legal rate for foreign exchange transactions exist, at a rate of exchange to be mutually agreed upon from time to time between the Government of Iceland and the Government of the United States of America.

2. Any refunds of kronur which may become due under this agreement will be made by the Government of the United States of America from funds available under this agreement. Any refunds of kronur which may be due or become due under any prior agreement under the Act for which undisbursed funds are no longer available in the accounts of the United States' disbursing officer in Iceland will be made by the Government of the United States of America from funds available under this agreement. Any refunds of kronur which may be due or become due under this agreement more than two years from the effective date of this agreement, may, in the event that any subsequent agreement or agreements should be signed by the two Governments under the Act, be made by the Government of the United States of America from funds available from the most recent agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Iceland will take all possible measures to prevent the resale 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, transship-

[1] Should read "In the event that agreement is not reached".

ment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Iceland will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities, provisions for the maintenance of usual marketings, and information relating to imports and exports of the same or like commodities.

Article V

CONSULTATION

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

Article VI

ENTRY INTO FORCE

This agreement shall enter into force upon signature.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present agreement.

Done at Reykjavik in duplicate this thirteenth day of February, 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF ICELAND
James K. Penfield	Gudm. I Gudmundsson.

TIAS 5525

The American Ambassador to the Icelandic Minister for Foreign Affairs

No. 40 REYKJAVIK, *February 13, 1964.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Sales Agreement signed today by representatives of our two Governments, under which the United States of America undertakes to finance the delivery to Iceland of $940,000 worth of agricultural commodities, and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that the above mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of Iceland agrees that it will procure and import with its own resources the following agricultural commodities in addition to those to be purchased under the terms of the cited Agreement.

(a) From the United States of America and countries friendly to it at least 1,500 metric tons of edible vegetable oils of which at least 200 metric tons shall be from the United States of America the calendar year ending December 31, 1964.

(b) From the United States of America at least 10,000 metric tons of feedgrains during the calendar year ending December 31, 1964.

If deliveries of commodities under the cited Agreement extend into calendar year 1965, the level of usual marketing requirements for that year will be determined at the time the request for extension of deliveries is made.

(2) The Government of Iceland may, at its discretion, arrange for processing of leaf tobacco in the United States of America at its own expense.

(3) The Government of Iceland will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of the following amounts of kronur:

(a) $19,000 worth of kronur or two percent of the kronur accruing under the Agreement, whichever is greater, for purposes of Section 104(a) of the Act. Those currencies will be utilized to finance agricultural market development activities in other countries.

(b) $20,000 worth of kronur for purposes of Section 104(h) of the Act and for purposes of the Mutual Educational and Cultural Exchange Act of 1961.[1] Those currencies will be utilized to finance educational and cultural exchange programs and activities in other countries.

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

(4) The Government of the United States of America may utilize kronur in Iceland to pay for international travel originating in Iceland, or originating outside Iceland when the travel (including connecting travel) is to or through Iceland, and for travel within the United States of America or other areas outside Iceland when the travel is part of a trip in which the traveler travels from, to or through Iceland. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which kronur may be utilized shall not be limited to services provided by Iceland's transportation facilities.

(5) The Government of Iceland undertakes not to resell to third countries or permit to be resold to third countries any grains, including rice and corn, acquired from foreign countries during calendar year 1964.

(6) The Government of Iceland gives assurances that any taxes collected in connection with import of commodities under this Agreement will not be used for export promotion.

(7) With regard to paragraph 4 of Article IV of the Agreement, the Government of Iceland agrees to furnish quarterly 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; date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of Iceland agrees to furnish quarterly (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program will not result in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of Iceland showing progress made toward fulfilling commitments or usual marketings. The Government of Iceland further agrees that the statement be accompanied by statistical data of commodities which are the same as or like those imported under this agreement.

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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

JAMES K. PENFIELD

His Excellency
GUDMUNDUR I. GUDMUNDSSON,
Minister for Foreign Affairs,
Reykjavik.

TIAS 5525

The Icelandic Minister for Foreign Affairs to the American Ambassador

UTANRIKISRÁÐUNEYTIÐ
REYKJAVIK

No. 8 *February 13, 1964.*

EXCELLENCY,

I have the honour to acknowledge receipt of your Note No. 40, dated to-day, reading as follows:

"I have the honor to refer to the Agricultural Commodities Sales Agreement signed today by representatives of our two Governments, under which the United States of America undertakes to finance the delivery to Iceland of $940.000 worth of agricultural commodities, and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that the above mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of Iceland agrees that it will procure and import with its own resources the following agricultural commodities in addition to those to be purchased under the terms of the cited Agreement.

(a) From the United States of America and countries friendly to it at least 1,500 metric tons of edible vegetable oils of which at least 200 metric tons shall be from the United States of America the calendar year ending December 31, 1964.

(b) From the United States of America at least 10,000 metric tons of feedgrains during the calendar year ending December 31, 1964.

If deliveries of commodities under the cited Agreement extend into calendar year 1965, the level of usual marketing requirements for that year will be determined at the time the request for extension of deliveries is made.

(2) The Government of Iceland may, at its discretion, arrange for processing of leaf tobacco in the United States of America at its own expense.

(3) The Government of Iceland will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of the following amounts of kronur:

(a) $19,000 worth of kronur or two percent of the kronur accruing under the Agreement, whichever is greater, for purposes of Section 104(a) of the Act. Those currencies will be utilized to finance agricultural market development activities in other countries.

(b) $20,000 worth of kronur for purposes of Section 104(h) of the Act and for purposes of the Mutual Educational and Cultural

Exchange Act of 1961. Those currencies will be utilized to finance educational and cultural exchange programs and activities in other countries.

(4) The Government of the United States of America may utilize kronur in Iceland to pay for international travel originating in Iceland, or originating outside Iceland when the travel (including connecting travel) is to or through Iceland, and for travel within the United States of America or other areas outside Iceland when the travel is part of a trip in which the traveler travels from, to or through Iceland. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which kronur may be utilized shall not be limited to services provided by Iceland's transportation facilities.

(5) The Government of Iceland undertakes not to resell to third countries or permit to be resold to third countries any grains, including rice and corn, acquired from foreign countries during calendar year 1964.

(6) The Government of Iceland gives assurances that any taxes collected in connection with import of commodities under this Agreement will not be used for export promotion.

(7) With regard to paragraph 4 of Article IV of the Agreement, the Government of Iceland agrees to furnish quarterly 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; date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of Iceland agrees to furnish quarterly (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program will not result in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of Iceland showing progress made toward fulfilling commitments or usual marketings. The Government of Iceland further agrees that the statement be accompanied by statistical data of commodities which are the same as or like those imported under this agreement.

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your note in reply."

In reply, I have the honour to confirm that the above understandings are acceptable to the Icelandic Government and shall constitute an agreement between our two Governments on this matter to enter into force to-day.

I further have the honour to confirm that the Icelandic Government is ready to sign a Loan Agreement pursuant to the above Agricultural Commodities Agreement.

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

GUDM. I GUDMUNDSSON

His Excellency
Ambassador JAMES K. PENFIELD,
Embassy of the United States of America,
Laufásvegur 21,
Reykjavík.

ICELAND

Agricultural Commodities: Sales Under Title IV

Agreement signed at Reykjavik February 13, 1964;
Entered into force February 13, 1964.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ICELAND UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of Iceland:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Iceland:

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world price of agricultural commodities or normal patterns of commercial trade with friendly countries;

Recognizing further that by providing such commodities to Iceland under long-term supply and credit arrangements, the resources and manpower of Iceland can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales as specified below, of commodities to Iceland pursuant to Title IV of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the Act);

Have agreed as follows:

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[1] 73 Stat. 610; 7 U.S.C. §§ 1731–1736.

ARTICLE I

COMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Iceland of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance during those periods indicated in the table below or such longer period as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of Iceland of the following commodities:

Commodity	Supply Period	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value to be Financed
Wheat flour (in wheat equivalent)	Calendar Year 1964	11,000	$600,000
Tobacco & Tobacco Products (in terms of cigarettes)	Calendar Year 1964	230	500,000
Ocean Transportation (Estimated)	Calendar Year 1964	-----	160,000
Total			$1,260,000

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above specified approximate maximum quantities.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of such commodities and other relevant matters.

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

33-259 O-64-9

ARTICLE II

CREDIT PROVISIONS

1. The Government of Iceland will pay or cause to be paid in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used), the amount financed with interest thereon by the Government of the United States of America.

2. Payment of amounts financed in connection with shipments made in each calendar year, including the applicable ocean transportation cost related to such deliveries, shall be made in 18 annual installments. The first annual payment shall become due on March 31 immediately following the calendar year of shipment. This payment shall be for 25 percent of the amount of commodity value financed by the Government of the United States of America on shipments made during the preceding calendar year. Payment for the balance of amounts financed in connection with shipments made in each calendar year shall be made in 17 approximately equal annual installments due on March 31 of successive calendar years. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of four (4) percent per annum and shall begin on the date of the last delivery of commodities in such calendar year. Interest on each such unpaid balance shall be paid annually not later than the date on which the annual payment of principal becomes due.

4. All payments shall be made in United States dollars and the Government of Iceland shall deposit or cause to be deposited such payments in the United States Treasury unless another depository is agreed upon by the two Governments.

5. The two Governments will 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.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, 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.

ARTICLE III

GENERAL PROVISIONS

1. The Government of Iceland will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of the agricultural commodities purchased pursuant to this Agreement; to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending on the final date on which said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales or purchases of commodities pursuant to this Agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. In carrying out the provisions of this Agreement, the two Governments will seek to assure, to the extent practicable, conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and extend continuous market demand for commodities.

4. The Government of Iceland will furnish, upon request of the Government of the United States of America, information on the progress of the program, including the arrival and condition of commodities, imports of commodities which may be required under this Agreement to be purchased from the United States of America or countries friendly to the United States of America in addition to commodities financed under this Agreement, and any exports of the same or like commodities.

ARTICLE IV

CONSULTATION

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

ARTICLE V

ENTRY INTO FORCE

The 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 at Reykjavik this thirteenth day of February, 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JAMES K. PENFIELD

FOR THE GOVERNMENT OF ICELAND:

GUDM. I GUDMUNDSSON

The American Ambassador to the Icelandic Minister for Foreign Affairs

No. 41

REYKJAVIK, *February 13, 1964.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Iceland signed today, under which the United States of America undertakes to finance the delivery of $1,260,000 worth of agricultural commodities.

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of our two Governments with respect to the use by the Government of Iceland of kronas resulting from the sale of commodities financed under the Agreement. It is understood that these kronas will be used for economic and social development programs as may be agreed upon by our two Governments.

It is my Government's further understanding that in agreeing that the delivery of commodities pursuant to the above cited Agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Government of Iceland agrees that Iceland will, in addition to the commodities to be programmed under that Agreement, import during the calendar year ending December 31, 1964, or any subsequent period during which the commodities purchased under the Agreement are being imported, from free world sources including the United States of America 3,500 metric tons of wheat and/or wheat flour and from the United States of America $425,000 worth of tobacco and/or tobacco products.

I shall appreciate Your Excellency's confirmation of the above understandings.

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

JAMES K. PENFIELD

His Excellency
GUDMUNDUR I. GUDMUNDSSON,
Minister for Foreign Affairs,
Reykjavik.

The Icelandic Minister for Foreign Affairs to the American Ambassador

UTANRÍKISRÁÐUNEYTIÐ
REYKJAVIK
February 13, 1964.

No. 7

EXCELLENCY,

I have the honour to acknowledge receipt of your Note No. 41, dated February 13, 1964, reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Iceland signed today, under which the United States of America undertakes to finance the delivery of $1.260.000.00 worth of agricultural commodities.

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of our two Governments with respect to the use by the Government of Iceland of kronas resulting from the sale of commodities financed under the Agreement. It is understood that these kronas will be used for economic and social development programs as may be agreed upon by our two Governments.

It is my Government's further understanding that in agreeing that the delivery of commodities pursuant to the above cited Agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Government of Iceland agrees that Iceland will, in addition to the commodities to be programmed under that Agreement, import during the calendar year ending December 31, 1964, or any subsequent period during which the commodities purchased under the Agreement are being imported, from free world sources including the United States of America 3,500 metric tons of wheat and/or wheat flour, and from the United States of America $425.000.00 worth of tobacco and/or tobacco products.

I shall appreciate Your Excellency's confirmation of the above understandings."

In reply, I have the honour to confirm that the above understandings are acceptable to the Icelandic Government and shall constitute an agreement between our two Governments on this matter to enter into force today.

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

GUDM. I GUDMUNDSSON

His Excellency
Ambassador JAMES K. PENFIELD,
Embassy of the United States of America,
Laufásvegur 21,
Reykjavík.

AUSTRALIA

Trade: Beef, Veal, and Mutton

Agreement effected by exchange of notes
Signed at Washington February 17, 1964;
Entered into force February 17, 1964.
With Australian letter.

The Australian Ambassador to the Secretary of State

FEBRUARY 17, 1964.

SIR,

I have the honour to refer to recent discussions in Washington between representatives of the Government of Australia and the Government of the United States with regard to the desire of the Government of the United States to arrive at an understanding concerning the level of future exports of Australian beef, veal, and mutton to the United States. As a result of these discussions, I have further the honour to propose that the following Agreement shall become effective between our Governments:

The Governments of Australia and the United States have agreed to the following measures in the interest of promoting the orderly development of trade in beef, veal, and mutton between Australia and the United States. In assuming the following obligations, the Governments of Australia and the United States are seeking as well to preserve approximately the present pattern of trade in beef, veal, and mutton between the two countries.

1. Accordingly, the Australian Government shall limit exports from Australia to the United States of beef, veal, and mutton (in all forms except canned, cured and cooked meat and live animals), in accordance with the following:

(a) Exports shall be limited to a total of 242,000 long tons in calendar year 1964, 251,000 long tons in calendar year 1965, and 260,000 long tons in calendar year 1966, all in terms of product weight.

(b) In each succeeding calendar year there shall be an increase, corresponding to the estimated rate of increase in the total United States market for these meats. This increase in the total United States market is presently estimated to be 3.7 percent annually.

(c) The purpose of the annual increases established in paragraphs 1(a) and 1(b) is to secure to Australia a fair and reasonable share in the growth of the United States market. There shall be a triennial review and, as appropriate, an adjustment of this estimated rate of increase in consumption to apply to the succeeding three-year period. The first such review shall take place no later than October 1, 1966.

(d) Australia shall maintain approximately the present relationship between beef and mutton exports to the United States.

(e) Australia shall use its best endeavours to limit its exports to the United States of better-quality primal cuts of beef and veal, such as steaks and roasts, approximately to the percentage these cuts currently constitute of total annual exports of beef and veal from Australia to the United States.

2. Australia undertakes to limit its exports to the United States upon the understanding that Australia will not be adversely affected by such limitations in relation to the position of other substantial suppliers in the United States market and so long as Australia's access to the United States market for beef, veal, and mutton is not limited by an increase in the duties on these products.

3. The United States Government shall continue to permit access each year into the United States for beef, veal, and mutton exported from Australia, up to the maximum quantity determined for that year in accordance with the provisions of paragraphs 1(a) and 1(b) of this Agreement.

4. The Governments shall continue to take an active and leading role in negotiating in the GATT,[1] in harmony with the objectives agreed at the Ministerial meeting of the GATT in May 1963, arrangements leading to expanding access in meat importing countries.

5. Should such a wider international arrangement be reached, it could subsume this Agreement.

6. The Governments agree to consult, at the request of either Government, on any questions arising on the implementation of this Agreement.

7. Either Government may terminate this Agreement, effective at the end of a calendar year, by written notice given at least 180 days prior to the end of that calendar year.

If these proposals are acceptable to your Government, this note and your note of acceptance shall form an Agreement between our Governments.

[1] General Agreement on Tariffs and Trade.

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

[SEAL] HOWARD BEALE

(Howard Beale)

The Honourable
THE SECRETARY OF STATE,
Department of State,
Washington, D.C.

The Secretary of State to the Australian Ambassador

DEPARTMENT OF STATE
WASHINGTON
Feb 17 1964

EXCELLENCY:

I have the honor to refer to your note of February 17, 1964, concerning trade in beef, veal, and mutton between Australia and the United States which reads as follows:

"I have the honour to refer to recent discussions in Washington between representatives of the Government of Australia and the Government of the United States with regard to the desire of the Government of the United States to arrive at an understanding concerning the level of future exports of Australian beef, veal, and mutton to the United States. As a result of these discussions, I have further the honour to propose that the following Agreement shall become effective between our Governments:

The Governments of Australia and the United States have agreed to the following measures in the interest of promoting the orderly development of trade in beef, veal, and mutton between Australia and the United States. In assuming the following obligations, the Governments of Australia and the United States are seeking as well to preserve approximately the present pattern of trade in beef, veal, and mutton between the two countries.

1. Accordingly, the Australian Government shall limit exports from Australia to the United States of beef, veal, and mutton (in all forms except canned, cured and cooked meat and live animals), in accordance with the following:

a) Exports shall be limited to a total of 242,000 long tons in calendar year 1964, 251,000 long tons in calendar year 1965, and 260,000 long tons in calendar year 1966, all in terms of product weight.

b) In each succeeding calendar year there shall be an increase, corresponding to the estimated rate of increase in the total United States market for these meats. This increase in the total United States market is presently estimated to be 3.7 percent annually.

c) The purpose of the annual increases established in paragraphs 1(a) and 1(b) is to secure to Australia a fair and reasonable share in the growth of the United States market. There shall be a triennial review and, as appropriate, an adjustment of this estimated rate of increase in consumption to apply to the succeeding three-year period. The first such review shall take place no later than October 1, 1966.

d) Australia shall maintain approximately the present relationship between beef and mutton exports to the United States.

e) Australia shall use its best endeavours to limit its exports to the United States of better-quality primal cuts of beef and veal, such as steaks and roasts, approximately to the percentage these cuts currently constitute of total annual exports of beef and veal from Australia to the United States.

2. Australia undertakes to limit its exports to the United States upon the understanding that Australia will not be adversely affected by such limitations in relation to the position of other substantial suppliers in the United States market and so long as Australia's access to the United States market for beef, veal, and mutton is not limited by an increase in the duties on these products.

3. The United States Government shall continue to permit access each year into the United States for beef, veal, and mutton exported from Australia, up to the maximum quantity determined for that year in accordance with the provisions of paragraphs 1(a) and 1(b) of this Agreement.

4. The Governments shall continue to take an active and leading role in negotiating in the GATT, in harmony with the objectives agreed at the Ministerial meeting of the GATT in May 1963, arrangements leading to expanding access in meat importing countries.

5. Should such a wider international arrangement be reached, it could subsume this Agreement.

6. The Governments agree to consult, at the request of either Government, on any questions arising on the implementation of this Agreement.

7. Either Government may terminate this Agreement, effective at the end of a calendar year, by written notice given at least 180 days prior to the end of that calendar year.

If these proposals are acceptable to your Government, this note and your note of acceptance shall form an Agreement between our Governments."

I have the honor to confirm on behalf of the Government of the United States that the Agreement outlined in your note is acceptable to the United States Government and will govern trade in beef, veal, and mutton between Australia and the United States.

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

For the Secretary of State:

GEORGE W. BALL

His Excellency
The Honorable
Sir HOWARD BEALE, K.B.E., Q.C.,
Australian Ambassador.

The Australian Ambassador to the Deputy Assistant Secretary, Bureau of Economic Affairs, Department of State

EMBASSY OF AUSTRALIA
WASHINGTON, D.C.
February 17, 1964.

The Ambassador

DEAR MR JACOBSON

During negotiation of the Agreement concluded today concerning trade in beef, veal and mutton between Australia and the United States, you stated your expectation that in allocating the quantities permitted to be exported, or in taking any other measures in implementation of the Agreement, my Government would not introduce any discrimination against United States-owned meat-industry interests in Australia in favour of locally owned companies.

I should like to assure you on behalf of my Government that United States enterprises in the Australian beef, veal and mutton industries shall not be subject to any discrimination in the implementation of the Agreement.

Yours sincerely,

HOWARD BEALE

(Howard Beale)

Mr. JEROME JACOBSON,
Deputy Assistant Secretary,
Bureau of Economic Affairs,
Department of State,
Washington, D.C.

IRELAND

Trade: Beef and Veal

Agreement effected by exchange of notes
Signed at Washington February 25, 1964;
Entered into force February 25, 1964.
With Irish letter.

The Ambassador of Ireland to the Secretary of State

AMBASÁID NA HÉIREANN
EMBASSY OF IRELAND
WASHINGTON, D.C.
25th February, 1964.

SIR,

I have the honour to refer to recent discussions in Washington between representatives of the Government of Ireland and the Government of the United States with regard to the desire of the Government of the United States to arrive at an understanding concerning the level of future exports of beef and veal from Ireland to the United States. As a result of these discussions, I have the honour to propose that the following Agreement shall become effective between our Governments:

The Governments of Ireland and the United States have agreed to the following measures in the interest of promoting the orderly development of trade in beef and veal between Ireland and the United States. In assuming the following obligations, the Governments of Ireland and the United States have agreed on the desirability of preserving approximately the present pattern of trade in these products between the two countries.

1. Accordingly, the Government of Ireland agrees to limit exports from Ireland to the United States of beef and veal (in all forms except canned, cured and cooked meat and live cattle), in accordance with the following:

(a) Exports shall be limited to a total of 34,000 long tons in calendar year 1964, 35,300 long tons in calendar year 1965, and 36,600 long tons in calendar year 1966, all in terms of product weight.

(b) In each succeeding calendar year there shall be an increase, corresponding to the estimated rate of increase in the total United States market for these meats. This increase in the total United States market is presently estimated to be 3.7 per cent annually.

(c) The purpose of the annual increases established in paragraphs 1(a) and 1(b) is to secure to Ireland a fair and reasonable share in the growth of the United States market. There shall be a triennial review and, as appropriate, an adjustment of this estimated rate of increase in consumption to apply to the succeeding three-year period. The first such review shall take place no later than 1 October, 1966.

(d) The Government of Ireland shall use its best endeavours to limit exports from Ireland to the United States of better-quality primal cuts of beef and veal, such as steaks and roasts, approximately to the percentage these cuts currently constitute of total annual exports of beef and veal from Ireland to the United States.

2. The Government of Ireland shall limit exports from Ireland to the United States upon the understanding that Ireland will not be adversely affected by such limitations in relation to the position of other substantial suppliers in the United States market and so long as Ireland's access to the United States market for beef and veal is not limited by an increase in the duties on these products.

3. The United States Government shall continue to permit access each year into the United States for beef and veal exported from Ireland up to the maximum quantity determined for that year in accordance with the provisions of paragraphs 1(a) and 1(b) of this Agreement.

4. The Governments favour the negotiation of international arrangements leading to expanding access in meat importing countries.

5. Should such wider international arrangements be reached, they could subsume this Agreement.

6. The Governments agree to consult, at the request of either Government, on any questions arising on the implementation of this Agreement.

7. Either Government may terminate this Agreement, effective at the end of a calendar year, by written notice given at least 180 days prior to the end of that calendar year.

If these proposals are acceptable to your Government this note and your note of acceptance shall form an Agreement between our Governments.

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

T. J. KIERNAN.
Ambassador of Ireland

The Honourable the SECRETARY OF STATE,
The Department of State,
Washington, D.C.

The Secretary of State to the Ambassador of Ireland

DEPARTMENT OF STATE
WASHINGTON
Feb 25 1964

EXCELLENCY:

I have the honor to refer to your note of February 25, 1964, concerning trade in beef and veal between Ireland and the United States which reads as follows:

"I have the honour to refer to recent discussions in Washington between representatives of the Government of Ireland and the Government of the United States with regard to the desire of the Government of the United States to arrive at an understanding concerning the level of future exports of beef and veal from Ireland to the United States. As a result of these discussions, I have the honour to propose that the following Agreement shall become effective between our Governments:

The Governments of Ireland and the United States have agreed to the following measures in the interest of promoting the orderly development of trade in beef and veal between Ireland and the United States. In assuming the following obligations, the Governments of Ireland and the United States have agreed on the desirability of preserving approximately the present pattern of trade in these products between the two countries.

1. Accordingly, the Government of Ireland agrees to limit exports from Ireland to the United States of beef and veal (in all forms except canned, cured and cooked meat and live cattle), in accordance with the following:

(a) Exports shall be limited to a total of 34,000 long tons in calendar year 1964, 35,300 long tons in calendar year 1965, and 36,600 long tons in calendar year 1966, all in terms of product weight.

(b) In each succeeding calendar year there shall be an increase, corresponding to the estimated rate of increase in the total United States market for these meats. This increase in the

total United States market is presently estimated to be 3.7 per cent annually.

(c) The purpose of the annual increases established in paragraphs 1(a) and 1(b) is to secure to Ireland a fair and reasonable share in the growth of the United States market. There shall be a triennial review and, as appropriate, an adjustment of this estimated rate of increase in consumption to apply to the succeeding three-year period. The first such review shall take place no later than 1 October, 1966.

(d) The Government of Ireland shall use its best endeavours to limit exports from Ireland to the United States of better-quality primal cuts of beef and veal, such as steaks and roasts, approximately to the percentage these cuts currently constitute of total annual exports of beef and veal from Ireland to the United States.

2. The Government of Ireland shall limit exports from Ireland to the United States upon the understanding that Ireland will not be adversely affected by such limitations in relation to the position of other substantial suppliers in the United States market and so long as Ireland's access to the United States market for beef and veal is not limited by an increase in the duties on these products.

3. The United States Government shall continue to permit access each year into the United States for beef and veal exported from Ireland up to the maximum quantity determined for that year in accordance with the provisions of paragraphs 1(a) and 1(b) of this Agreement.

4. The Governments favour the negotiation of international arrangements leading to expanding access in meat importing countries.

5. Should such wider international arrangements be reached, they could subsume this Agreement.

6. The Governments agree to consult, at the request of either Government, on any questions arising on the implementation of this Agreement.

7. Either Government may terminate this Agreement, effective at the end of a calendar year, by written notice given at least 180 days prior to the end of that calendar year.

If these proposals are acceptable to your Government this note and your note of acceptance shall form an Agreement between our Governments."

I have the honor to confirm on behalf of the Government of the United States that the Agreement proposed in your note is acceptable to the United States Government and will govern trade in beef and veal between Ireland and the United States.

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

For the Secretary of State:

GEORGE W. BALL

His Excellency
Dr. THOMAS J. KIERNAN,
Ambassador of Ireland.

The Ambassador of Ireland to the Deputy Assistant Secretary, Bureau of Economic Affairs, Department of State

AMBASÁID NA hÉIREANN
EMBASSY OF IRELAND
WASHINGTON, D.C.
25th February, 1964.

DEAR MR. JACOBSON,

During the negotiation of the Agreement concluded today concerning trade in beef and veal between Ireland and the United States, you stated your expectation that in allocating the quantities permitted to be exported, or in taking any other measures in implementation of the Agreement, my Government would not introduce any discrimination against United States-owned meat-industry interests in Ireland in favour of locally owned companies.

I should like to assure you on behalf of my Government that United States enterprises in the Irish beef and veal industries shall not be subject to any discrimination in the implementation of the Agreement.

Yours sincerely,

T. J. KIERNAN.
Ambassador of Ireland

Mr. JEROME JACOBSON,
Deputy Assistant Secretary,
Bureau of Economic Affairs,
Department of State,
Washington D.C.

NEW ZEALAND

Trade: Beef and Veal

Agreement effected by exchange of notes
Signed at Washington February 17, 1964;
Entered into force February 17, 1964.
With New Zealand letter.

The Ambassador of New Zealand to the Secretary of State

NEW ZEALAND EMBASSY
WASHINGTON 8, D.C.
17 February 1964

SIR,

I have the honour to refer to recent discussions in Washington between representatives of the Government of New Zealand and the Government of the United States with regard to the desire of the Government of the United States to arrive at an understanding concerning the level of future exports of beef and veal from New Zealand to the United States. As a result of these discussions, I have the honour to propose that the following Agreement shall become effective between our Governments:

The Governments of New Zealand and the United States have agreed to the following measures in the interest of promoting the orderly development of trade in beef and veal between New Zealand and the United States. In assuming the following obligations, the Governments of New Zealand and the United States have agreed on the desirability of preserving approximately the present pattern of trade in these products between the two countries.

1. Accordingly, the New Zealand Government agrees to limit exports from New Zealand to the United States of beef and veal (in all forms except canned, cured and cooked meat and live cattle), in accordance with the following:

(a) Exports shall be limited to a total of 103,000 long tons in calendar year 1964, 107,000 long tons in calendar year 1965, and 111,000 long tons in calendar year 1966, all in terms of product weight.

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(b) In each succeeding calendar year there shall be an increase, corresponding to the estimated rate of increase in the total United States market for these meats. This increase in the total United States market is presently estimated to be 3.7 per cent annually.

(c) The purpose of the annual increases established in paragraphs 1(a) and 1(b) is to secure to New Zealand a fair and reasonable share in the growth of the United States market. There shall be a triennial review and, as appropriate, an adjustment of this estimated rate of increase in consumption to apply to the succeeding three-year period. The first such review shall take place no later than 1 October, 1966.

(d) The New Zealand Government shall use its best endeavours to limit exports from New Zealand to the United States of better-quality primal cuts of beef and veal, such as steaks and roasts, approximately to the percentage these cuts currently constitute of total annual exports of beef and veal from New Zealand to the United States.

2. The New Zealand Government shall limit exports from New Zealand to the United States upon the understanding that New Zealand will not be adversely affected by such limitations in relation to the position of other substantial suppliers in the United States market and so long as New Zealand's access to the United States market for beef and veal is not limited by an increase in the duties on these products.

3. The United States Government shall continue to permit access each year into the United States for beef and veal exported from New Zealand, up to the maximum quantity determined for that year in accordance with the provisions of paragraphs 1(a) and 1(b) of this Agreement.

4. The Governments shall continue to take an active and leading role in negotiating in the GATT, [1] in harmony with the objectives agreed at the Ministerial meeting of the GATT in May 1963, arrangements leading to expanding access in meat importing countries.

5. Should such a wider international arrangement be reached, it could subsume this Agreement.

6. The Governments agree to consult, at the request of either Government, on any questions arising on the implementation of this Agreement.

7. Either Government may terminate this Agreement, effective at the end of a calendar year, by written notice given at least 180 days prior to the end of that calendar year.

[1] General Agreement on Tariffs and Trade.

If these proposals are acceptable to your Government this note and your note of acceptance shall form an Agreement between our Governments.

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

G. R. LAKING
Ambassador.

The Honourable DEAN RUSK,
Secretary of State,
Washington D.C.

The Secretary of State to the Ambassador of New Zealand

DEPARTMENT OF STATE
WASHINGTON
Feb 17 1964

EXCELLENCY:

I have the honor to refer to your note of February 17, 1964, concerning trade in beef and veal between New Zealand and the United States which reads as follows:

"I have the honour to refer to recent discussions in Washington between representatives of the Government of New Zealand and the Government of the United States with regard to the desire of the Government of the United States to arrive at an understanding concerning the level of future exports of beef and veal from New Zealand to the United States. As a result of these discussions, I have the honour to propose that the following Agreement shall become effective between our Governments:

The Governments of New Zealand and the United States have agreed to the following measures in the interest of promoting the orderly development of trade in beef and veal between New Zealand and the United States. In assuming the following obligations, the Governments of New Zealand and the United States have agreed on the desirability of preserving approximately the present pattern of trade in these products between the two countries.

1. Accordingly, the New Zealand Government agrees to limit exports from New Zealand to the United States of beef and veal (in all forms except canned, cured and cooked meat and live cattle), in accordance with the following:

(a) Exports shall be limited to a total of 103,000 long tons in calendar year 1964, 107,000 long tons in calendar year 1965, and 111,000 long tons in calendar year 1966, all in terms of product weight.

(b) In each succeeding calendar year there shall be an increase, corresponding to the estimated rate of increase in the total United States market for these meats. This increase in the total United States market is presently estimated to be 3.7 per cent annually.

(c) The purpose of the annual increases established in paragraphs 1(a) and 1(b) is to secure to New Zealand a fair and reasonable share in the growth of the United States market. There shall be a triennial review and, as appropriate, an adjustment of this estimated rate of increase in consumption to apply to the succeeding three-year period. The first such review shall take place no later than 1 October, 1966.

(d) The New Zealand Government shall use its best endeavours to limit exports from New Zealand to the United States of better-quality primal cuts of beef and veal, such as steaks and roasts, approximately to the percentage these cuts currently constitute of total annual exports of beef and veal from New Zealand to the United States.

2. The New Zealand Government shall limit exports from New Zealand to the United States upon the understanding that New Zealand will not be adversely affected by such limitations in relation to the position of other substantial suppliers in the United States market and so long as New Zealand's access to the United States market for beef and veal is not limited by an increase in the duties on these products.

3. The United States Government shall continue to permit access each year into the United States for beef and veal exported from New Zealand, up to the maximum quantity determined for that year in accordance with the provisions of paragraphs 1(a) and 1(b) of this Agreement.

4. The Governments shall continue to take an active and leading role in negotiating in the GATT, in harmony with the objectives agreed at the Ministerial meeting of the GATT in May 1963, arrangements leading to expanding access in meat importing countries.

5. Should such a wider international arrangement be reached, it could subsume this Agreement.

6. The Governments agree to consult, at the request of either Government, on any questions arising on the implementation of this Agreement.

7. Either Government may terminate this Agreement, effective at the end of a calendar year, by written notice given at least 180 days prior to the end of that calendar year.

If these proposals are acceptable to your Government this note and your note of acceptance shall form an Agreement between our Governments."

I have the honor to confirm on behalf of the Government of the United States that the Agreement proposed in your note is acceptable to the United States Government and will govern trade in beef and veal between New Zealand and the United States.

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

For the Secretary of State:

GEORGE W. BALL

His Excellency
GEORGE R. LAKING,
Ambassador of New Zealand.

The Ambassador of New Zealand to the Deputy Assistant Secretary, Bureau of Economic Affairs, Department of State

NEW ZEALAND EMBASSY
WASHINGTON 8, D.C.
17 February 1964

DEAR MR JACOBSON,

During negotiation of the Agreement concluded today concerning trade in beef and veal between New Zealand and the United States, you stated your expectation that in allocating the quantities permitted to be exported, or in taking any other measures in implementation of the Agreement, my Government would not introduce any discrimination against United States-owned meat-industry interests in New Zealand in favour of domestically owned companies.

I should like to assure you that it is the policy of the New Zealand Government to treat on an equal basis all meat exporters engaged in the export of beef and veal to the United States and that in implementing the Agreement there will be no change in this policy.

Yours sincerely,

G. R. LAKING

MR JEROME E. JACOBSON,
Deputy Assistant Secretary of State,
Washington D.C.

REPUBLIC OF THE CONGO

Defense: Furnishing of Equipment, Materials, and Services

Agreement effected by exchange of notes
Signed at Léopoldville June 24 and July 19, 1963;
Entered into force July 19, 1963.

The American Ambassador to the Congolese Minister of Foreign Affairs

No. 96 LEOPOLDVILLE, *June 24, 1963.*

EXCELLENCY:

I have the honor to refer to recent conversations and communications between representatives of our two governments and to advise you that the Government of the United States of America is prepared to furnish to the Government of the Republic of the Congo such military equipment, materials, and services as may be requested by representatives of the Government of the Republic of the Congo and agreed to by representatives of the Government of the United States of America. Such military assistance will be provided to help assure the security and independence of the Republic of the Congo in accordance with such terms and conditions as may be agreed upon by such representatives in accordance with the following understandings:

1. The Government of the Republic of the Congo shall use the military equipment, materials, and services furnished by the Government of the United States of America to maintain its internal security and legitimate self defense. It is understood that the Government of the Republic of the Congo as a member of the United Nations organization interprets the term "legitimate self defense" within the scope of the United Nations Charter[1] as excluding an act of aggression against any other state.

2. The Government of the Republic of the Congo shall not relinquish or transfer title to or possession of the military equipment and materials furnished by the Government of the United States of America and shall not use or permit the use of such articles for purposes other than those for which furnished without the prior consent of the Government of the United States of America.

3. The Government of the Republic of the Congo undertakes that it shall take the measures which will be agreed upon with represent-

[1] TS 993; 59 Stat. 1031.

atives of the United States of America to maintain the security and prevent the disclosure or compromise of classified articles, services, or information received hereunder.

4. In connection with this Agreement, the United States will send, and the Republic of the Congo will receive, a military mission. The Chief of Mission and his Deputy will receive the same treatment accorded diplomatic agents under the Convention on Diplomatic Relations signed at Vienna on April 18, 1961.[1] All other personnel of the mission, including U.S. military personnel temporarily assigned and auxiliary groups of U.S. military personnel who may be serving in, or transiting the Congo, will be accorded the treatment to which technical and administrative personnel of diplomatic missions are entitled under that Convention.

5. The Government of the United States may establish and operate in the Republic of the Congo a United States military Post Office for the transmission of mail between such military post office and other United States post offices, for the benefit of official United States Government agencies and organizations in the Republic of the Congo, the personnel assigned thereto who are United States nationals, and their dependants.

6. The Government of the Republic of the Congo will grant duty-free treatment on importation or exportation of, and exemption from internal taxation upon, products, property, materials, or equipment imported into its territory in connection with this agreement.

7. The Government of the Republic of the Congo will permit representatives of the Government of the United States of America to observe the utilization and progress of assistance furnished pursuant to this agreement.

8. The Government of the Republic of the Congo shall offer to return to the Government of the United States of America military equipment and materials furnished by the Government of the United States of America hereunder which are no longer required for the purpose for which they were originally made available.

If these understandings are acceptable to your Excellency's Government, I propose that this note and your Excellency's note in reply concurring therein 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.

EDMUND A. GULLION

His Excellency
AUGUSTE MABIKA-KALANDA,
Minister of Foreign Affairs,
Leopoldville.

[1] Not in force for U.S. at the time of this publication. For the text thereof, see S. Ex. Doc. H. 88th Cong., 1st sess.

The Congolese Secretary of State for Foreign Affairs to the American Ambassador

RÉPUBLIQUE DU CONGO
Ministère des Affaires Etrangères

N° 135/4081 LÉOPOLDVILLE, *le 19/7/1963*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de votre lettre du 24 juin 1963 et de son annexe.

Je vous informe que le gouvernement Congolais, compte tenu des précisions que vous et vos collaborateurs avez bien voulu me fournir, souscrit à l'accord sur la fourniture de l'équipement militaire que vous avez bien voulu lui soumettre, à savoir:

1. Le Gouvernement de la République du Congo emploiera l'équipement militaire, le matériel et les services fournis par le Gouvernement des Etats-Unis d'Amérique pour maintenir sa sécurité intérieure et assurer sa légitime défense. Il est entendu que le Gouvernement de la République du Congo, en tant que membre de l'Organisation des Nations Unies, interprète les termes "légitime défense" dans le cadre de la Charte des Nations Unies comme excluant un acte d'agression contre tout autre Etat.

2. Le Gouvernement de la République du Congo ne cédera ni ne transférera le titre ou la possession de l'équipement militaire et du matériel fournis par le Gouvernement des Etats-Unis d'Amérique et n'utilisera ni ne permettra l'utilisation desdits articles à des fins autres que celles pour lesquelles ils ont été fournis, sans le consentement préalable du Gouvernement des Etats-Unis d'Amérique.

3. Le Gouvernement de la République du Congo s'engage à prendre les mesures dont il aura été décidé avec les Représentants des Etats-Unis d'Amérique pour maintenir la sécurité et empêcher la divulgation ou l'exposition aux risques, des articles, services ou renseignements de caractère secret reçus en vertu des présentes.

4. Aux termes du présent Accord, les Etats-Unis enverront, et la République du Congo recevra, une mission militaire. Les deux officiers supérieurs de cette mission recevront le même traitement que celui accordé aux agents diplomatiques en vertu de la Convention sur les relations diplomatiques, signée à Vienne le 18 avril 1961, et tous les autres membres de la mission, y compris le personnel militaire américain en service temporaire, les groupes auxiliaires composés de personnel militaire américain qui pourraient être en service commandé ou en transit au Congo, bénéficieront du traitement auquel a droit le personnel technique et administratif des missions diplomatiques en vertu de ladite Convention.

5. Le Gouvernement des Etats-Unis est autorisé à créer et à gérer dans la République du Congo un Bureau de poste militaire des Etats-Unis aux fins de transmission du courrier entre ledit Bureau de poste

militaire et les autres Bureaux de poste des Etats-Unis, à l'usage des organismes et des organisations officiels du Gouvernement des Etats-Unis dans la République du Congo, des membres du personnel qui sont affectés auxdits organismes et organisations et qui sont ressortissants des Etats-Unis, ainsi que les membres de leur famille.

6. Le Gouvernement de la République du Congo exonérera de tous droits de douanes à l'importation ou à l'exportation, ainsi que de tous impôts intérieurs, les produits, les biens, le matériel ou l'equipement importés sur son territoire conformément au présent accord.

7 Le Gouvernement de la République du Congo permettra aux Représentants du Gouvernement des Etats-Unis d'Amérique d'observer l'utilisation et les progrès de l'aide fournie en vertu du présent Accord.

8. Le Gouvernement de la République du Congo offrira de rendre au Gouvernement des Etats-Unis d'Amérique l'équipement militaire et le matériel fournis par le Gouvernement des Etats-Unis d'Amérique en vertu des présentes, qui ne sont plus nécessaires aux fins pour lesquelles ils avaient été fournis à l'origine.

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

Le Secrétaire d'Etat aux Affaires Etrangères

LENGEMA

M. Lengema

Translation

REPUBLIC OF THE CONGO
Ministry of Foreign Affairs

No. 135/4081 LÉOPOLDVILLE, *July 19, 1963*

MR. AMBASSADOR.

I have the honor to acknowledge receipt of your note of June 24, 1963, with enclosure.

I inform you that the Government of the Republic of the Congo, in view of the particulars which you and your associates were good enough to furnish me, subscribes to the agreement on the furnishing of military equipment which you submitted to it, reading as follows

[For the English language text of paragraphs 1–8, see *ante*, pp. 142–143.]

Accept, Mr. Ambassador, the renewed assurances of my very high consideration.

LENGEMA

M. Lengema
Secretary of State for Foreign Affairs

TIAS 5530

COLOMBIA

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of March 27, 1963.
Effected by exchange of notes
Signed at Bogotá October 11 and 25, 1963;
Entered into force October 25, 1963.

The American Ambassador to the Colombian Minister of Agriculture

OCTOBER 11, 1963

DEAR MR. MINISTER:

I have the honor to refer to the Agricultural Commodities Agreement of March 27, 1963, [1] between the Government of the Republic of Colombia and the Government of the United States of America and to propose that the following language be substituted for the understanding set forth in Paragraph 1 of the Notes exchanged between our two Governments on March 29 and April 15, 1963: [1]

"(1) In expressing its concurrence that the commodities delivered pursuant to the agreement should not unduly disrupt world price of agricultural commodities or normal patterns of commercial trade with friendly countries or displace cash marketings of the United States of America in these commodities, the Government of Colombia agrees that, during the United States fiscal year 1963 or any subsequent period during which the commodities purchased under the agreement are being imported, Colombia will import with its own resources from free world sources including the United States of America at least 68,000 metric tons of wheat and wheat flour or both, in wheat equivalent; 31,000 metric tons of edible oils or oil seed equivalent of which not less than 5,800 metric tons shall be from the United States of America; 11,000 metric tons of inedible tallow of which not less than 10,600 metric tons shall be from the United States of America; and 125 metric tons of tobacco or leaf equivalent of tobacco products of which not less than 120 metric tons shall be from the United States of America. The quantities of the above mentioned commodities are in addition to the commodities provided for in this agreement."

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[1] TIAS 5450; 14 UST 1502, 1506–1508.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose that this Note and Your Excellency's reply concurring thereto shall constitute an agreement between our two Governments on this matter which will enter into force on the date of Your Excellency's Note in reply.

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

Sincerely yours,

FULTON FREEMAN
American Ambassador

His Excellency
VIRGILIO BARCO
Minister of Agriculture
Bogotá

The Colombian Minister of Agriculture to the American Ambassador

REPUBLICA DE COLOMBIA
MINISTERIO DE AGRICULTURA

No. 24334 BOGOTÁ, D.E., *octubre 25 de 1.963*

SEÑOR EMBAJADOR:

En referencia a su comunicación relacionada con el Acuerdo de Excedentes Agrícolas, firmado entre los Gobiernos de Colombia y los Estados Unidos de América, el 27 de marzo de 1.963, tengo el honor de manifestar a Su Excelencia que el Gobierno de Colombia encuentra totalmente equitativa y razonable la sustitución del párrafo I de las notas canjeadas entre los dos gobiernos, con fecha 29 de Marzo y 15 de Abril de 1.963, por el siguiente:

"(1) – Al expresar el entendimiento de que los productos que se entreguen conforme a este Acuerdo no disloquen indebidamente los precios mundiales de los productos agrícolas, ni alteren las normas usuales que rigen el intercambio comercial con los países amigos, ni desplacen las adquisiciones en efectivo de los Estados Unidos de América en cuanto se refiere a tales productos, el Gobierno de Colombia acuerda que durante el año fiscal de los Estados Unidos correspondiente a 1.963 o cualquier período subsiguiente, dentro del cual se importen los productos comprados bajo el Acuerdo, Colombia importará con sus propios recursos, de mercados libres de países amigos, incluyendo los de los Estados Unidos de América, por lo menos 68.000 toneladas métricas de trigo y/o de harina de trigo o derivados del trigo como equivalencia de trigo; 31.000 toneladas métricas de aceites comestibles, o su equivalente en semillas productoras de aceite, de las cuales no menos de 5.800 toneladas métricas procederán de los Estados Unidos de América; 11.000 toneladas métricas de sebo, de las cuales no menos de 10.600 tone-

ladas métricas procederán de los Estados Unidos de América; y 125 toneladas métricas de hoja de tabaco, o su equivalente en productos de tabaco, de las cuales no menos de 120 toneladas métricas procederán de los Estados Unidos de América. Se entiende que las cantidades de los productos mencionados anteriormente, son en exceso de las compras materia del presente Acuerdo".

Me es grato reiterar a Su Excelencia los sentimientos de mi más distinguida consideración y aprecio.

Atentamente,

VIRGILIO BARCO

Virgilio Barco
Ministro de Agricultura

Su Excelencia
FULTON FREEMAN
Embajador de los Estados Unidos de América
La Ciudad.

Translation

REPUBLIC OF COLOMBIA
MINISTRY OF AGRICULTURE

No. 24334

BOGOTÁ, D.E., *October 25, 1963*

MR. AMBASSADOR:

With reference to your communication concerning the Surplus Agricultural Commodities Agreement between the Governments of Colombia and the United States of America, signed on March 27, 1963, I have the honor to inform Your Excellency that the Government of Colombia considers it to be absolutely fair and reasonable to replace paragraph I of the notes exchanged between the two governments on March 29 and April 15, 1963, by the following:

[For the English language text of paragraph (1), see *ante*, p. 146.]

I take pleasure in renewing to Your Excellency the assurances of my most distinguished consideration and esteem.

Very truly yours,

VIRGILIO BARCO

Virgilio Barco
Minister of Agriculture

His Excellency
FULTON FREEMAN,
Ambassador of the United States of America,
City.

PARAGUAY

Defense: Road Construction and Maintenance Capability of Paraguayan Army

Agreement effected by exchange of notes
Signed at Asunción February 10, 1964;
Entered into force February 10, 1964.

The American Ambassador to the Paraguayan Minister of Foreign Affairs

Note No. 382 ASUNCIÓN, *February 10, 1964*

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments concerning the furnishing of assistance by the Government of the United States of America to the Government of Paraguay for the purpose of promoting the defense of Paraguay by increasing the road construction and maintenance capability of the Paraguayan Army and to propose the following understanding with respect to this assistance:

1. Road construction and maintenance equipment, and related materials and services, will be furnished for the above-mentioned purpose subject to the terms and conditions of applicable United States laws and regulations, and to such other conditions as may be specified in arrangements between representatives of our two Governments. The equipment, materials and services to be provided under this agreement shall not be used for any purpose other than road construction and maintenance in Paraguay and shall not be transferred to, nor used by, anyone not an officer, employee or agent of the Government of Paraguay, without the prior consent of the United States Government. The Government of Paraguay will provide substantially the same degree of security protection as that afforded to such equipment, materials and services by the Government of the United States of America.

2. The Government of Paraguay will, as the United States may require, permit continuous observation and review by, and furnish necessary information to, representatives of the Government of the United States of America with regard to the use of such equipment, materials and services, and will offer for return to the United States such equipment and materials when no longer needed for the purpose of road construction and maintenance.

I have the honor to propose that, if these understandings are acceptable to the Government of Paraguay, the present note and your note in reply concurring therein shall constitute an agreement between our two Governments, which shall enter into force on the date of your note.

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

WILLIAM P. SNOW

His Excellency
Dr. RAÚL SAPENA PASTOR,
Minister of Foreign Affairs
of the Republic of Paraguay,
Asunción.

The Paraguayan Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

D.O.T.A.I. Nº 0099- ASUNCIÓN, *10 de Febrero de 1964.-*

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia a fin de avisar recibo de su nota Nº 382, de fecha 10 de febrero en curso, que dice lo siguiente:

Excelencia:

Tengo el honor de hacer referencia a las recientes conversaciones mantenidas entre representantes de nuestros dos Gobiernos, relativas a la provisión de ayuda por parte del Gobierno de los Estados Unidos de América al Gobierno del Paraguay, con el propósito de promover la defensa del Paraguay mediante el aumento de la capacidad del Ejército paraguayo en cuanto a construcción de carreteras y mantenimiento de las mismas, y proponer el siguiente entendimiento respecto a tal ayuda:

1. Sujeto a los términos y condiciones de las leyes y reglamentos de los Estados Unidos de América que sean aplicables y a otras condiciones que puedan ser especificadas en arreglos entre representantes de nuestros dos Gobiernos, se proveerá equipo de construcción y mantenimiento de carreteras, así como materiales y servicios relacionados con el mismo, para el propósito mencionado anteriormente. El equipo, materiales y servicios a ser proveidos según este acuerdo no serán utilizados para otro propósito que el de construcción y mantenimiento de carreteras en el Paraguay y no serán transferidos a, ni utilizados por, cualquiera que no sea un funcionario, empleado o agente del Gobierno del Paraguay sin previo con-

sentimiento del Gobierno de los Estados Unidos de América. El Gobierno del Paraguay proveerá substancialmente igual grado de protección de seguridad que el gobierno de los Estados Unidos de América presta a dicho equipo, materiales y servicios.

2. El Gobierno del Paraguay, según el Gobierno de los Estados Unidos de América pueda requerirlo, permitirá la continua observación e inspección de dicho equipo, materiales y servicios por representantes del Gobierno de los Estados Unidos de América, facilitará a éstos la información necesaria respecto al uso de los mismos y ofrecerá devolver a los Estados Unidos de América dicho equipo y materiales cuando ya no sean necesarios para el propósito de construcción y mantenimiento de carreteras.

Tengo el honor de proponer que si este entendimiento es aceptable al Gobierno del Paraguay, la presente nota y la nota de contestación de Vuestra Excelencia, dando conformidad a lo aquí expuesto, constituyan un acuerdo entre nuestros dos Gobiernos a regir desde la fecha de la nota de Vuestra Excelencia.

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

En respuesta me es grato expresar a Vuestra Excelencia que mi Gobierno está de acuerdo con las disposiciones contenidas en vuestra nota precedentemente transcripta y por consiguiente, la misma y la presente nota, constituyen un Acuerdo formal entre nuestros Gobiernos.

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

RAÚL SAPENA PASTOR

[SEAL]

A Su Excelencia
el señor Don WILLIAM P. SNOW,
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América,
Ciudad.

Translation

MINISTRY OF FOREIGN AFFAIRS

D.O.T.A.I. No. 0099– ASUNCIÓN, *February 10, 1964*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 382, dated February 10, 1964, which reads as follows:

[For the English language text of the note, see *ante*, p. 149.]

In reply, I take pleasure in informing Your Excellency that my Government agrees to the provisions contained in your note transcribed above, and accordingly your note and this note constitute a formal agreement between our Governments.

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

RAÚL SAPENA PASTOR

[SEAL]

His Excellency
WILLIAM P. SNOW,
Ambassador Extraordinary and Plenipotentiary,
of the United States of America,
City.

SPAIN

Tracking Stations

Agreement effected by exchange of notes
Signed at Madrid January 29, 1964;
Entered into force January 29, 1964.

The American Ambassador to the Spanish Minister of Foreign Affairs

MADRID, *January 29, 1964.*

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our respective Governments concerning a proposal for scientific and technical cooperation between the Government of Spain and the Government of the United States in support of programs for lunar and planetary exploration and for manned and unmanned space flight through the establishment and operation in Spain of a Tracking and Data Acquisition Station; this station is to be part of a worldwide communications system designed to provide tracking, telemetering and tele-command for these programs.

The Government of Spain, desiring to cooperate with the United States in this program to contribute to the knowledge of man's spatial environment and its effects, has indicated its agreement to the establishment of a tracking and data acquisition station for the purposes described above. Accordingly, the Government of the United States proposes that this station be established and operated in accordance with the following principles and procedures:

1. Land Required for Station

The Government of Spain will make available land areas and rights-of-way required for use by the National Aeronautics and Space Administration, hereinafter referred to as NASA, in the establishment and operation of the station, which will be located generally in an area approximately 47 kilometers west of Madrid. The specific site of the station and the amount of land to be made available will be as agreed upon by the authorized representatives of our two Governments. On the part of the United States Government these will be representatives of NASA. On the part of the Government of Spain these will be representatives of the Instituto Nacional de Técnica Aeroespacial, hereinafter referred to as INTA, as the agency representing the Comisión Nacional de Investigación del Espacio.

33-259 O-64-11

2. Costs

The Government of the United States for its part will construct the station which is the object of this agreement. All the costs of constructing, installing, equipping and operating the station will be borne by the Government of the United States, including the cost of constructing the roads and necessary accesses. The foregoing activities will be carried out in accordance with the requirements of Spanish legislation, and the provisions of paragraph 11 of this agreement, relating to the ownership of property.

3. Description of Station

The station will consist initially of a 26 meter diameter parabolic antenna; transmitting, receiving, and servo electronics; recording, data handling, and communication equipment; and the necessary technical and supporting buildings and structures for offices, storage, housing, sanitation, and other required purposes. It is understood that program requirements are likely to increase as more advanced equipments develop, and that, accordingly, NASA may wish to establish additional facilities within the station area, the geographical limits of which are specified in paragraph 7 (b). NASA will consult with INTA prior to the establishment of any such additional facilities.

4. Operation of the Station and Use by Spanish Personnel

a. The station will be operated by NASA, either directly or by contract with a United States firm, or by delegation, in due course, to INTA. From the beginning of the work, NASA or its contractor, in addition to using essential United States technicians and specialists, will progressively engage, to the maximum extent feasible, Spanish technical personnel for the installation, operation, and maintenance of the station. At such time as NASA and INTA jointly determine there are a sufficient number of qualified Spanish technical personnel trained to meet NASA requirements and familiar with the station, NASA may delegate to INTA, the responsibility for the station operation and maintenance for the programs covered by the present agreement. NASA and INTA will cooperate closely to ensure full access by INTA to the station with the objective of full exchange of information concerning both the techniques employed and the uses to which the station is being put.

b. The station may be used for independent scientific activities by the Government of Spain, it being understood that such activities would be conducted so as not to conflict with the schedules of operations and maintenance of the station. Any additional costs resulting from such activity will be borne by the Government of Spain.

5. Communications

Communications to the station shall, to the maximum extent practicable, utilize domestic and international telecommunication facilities

for communications to the United States and to other tracking stations of NASA. Where domestic and international telecommunications facilities are inadequate or not available, the Government of Spain will arrange to construct such telecommunication facilities as are judged by NASA to be necessary, with appropriate costs to be borne by the United States.

6. Power

Power for the station will be generated at the site from equipment installed as a part of the station.

7. Frequency Authorization and Radio Interference

a. Upon the request of the Government of the United States and subject to provisions of the International Telecommunication Union and applicable Radio Regulations, the Government of Spain will authorize the use of the radio frequencies required for the purposes of the station.

b. Because an essential characteristic of the site to be selected for the station will be its freedom from harmful radio interference, the Government of Spain agrees to take such measures insofar as practicable to maintain this freedom against the introduction or operation of radio interference-producing devices (such as power lines, industrial facilities, primary highways, aircraft beacons, air-ground communications, etc.) within the vicinity of this sensitive radio receiving station and further where in the event it becomes necessary to introduce such devices into the area, the Government of Spain agrees to take all precautionary measures possible to minimize or eliminate any harmful interference. The area considered necessary to be protected from radio interference is approximately 47 kilometers west of Madrid bound by the following latitudes 40°22′00″ north and 40°35′00″ north and longitudes 4°27′16″ west and 4°09′16″ west. The Government of Spain agrees, upon the request of the Government of the United States, to investigate any interference to radio reception at the station which may be due to electrical apparatus and shall take all reasonable steps to secure the cessation of the interference.

c. All telecommunications operations by the station shall be conducted in accordance with applicable provisions of the Radio Regulations of the International Telecommunication Union and telecommunications regulations of the Government of Spain so as not to cause interference with other authorized telecommunications services.

8. Construction

Construction of the station shall be performed by a United States contractor, who shall, to the maximum extent feasible, employ local subcontractors and local labor to perform the required work. Optimum possible use will be made of materials and supplies available locally. The Government of Spain will, upon request, assist the

contractor in the local procurement of goods, materials, supplies and services required for the construction of the station.

9. Electronic Equipment

The special electronic equipment, and related equipment, required for the station will be United States type equipment and will be installed by United States technicians.

10. Admission of Equipment

The Government of Spain will, upon request, take the necessary steps to facilitate the admission into Spain of material, equipment, supplies, goods or other items of property furnished by the Government of the United States for the purposes of the station. Spanish authorities will be informed in advance through INTA of the contents of such shipments. No tax, duty or other charge will be levied or assessed, either by the Government of Spain or by any political subdivisions thereof, on material, equipment, supplies, goods or property brought into or procured in Spain, for use in the operation of the station.

11. Title to Property

Title to all materials, equipment, supplies, goods or other items of removable property used in connection with the station will remain in the Government of the United States. Title to all other property shall be in the Government of Spain or other Spanish owners. Material, equipment, supplies, goods and property of the Government of the United States at the station may be removed free of taxes, duties or other charges by the Government of the United States at any time.

12. United States Personnel

a. The Government of Spain will take the necessary steps to facilitate the admission to Spain of such United States personnel (including contractor personnel) as may be assigned to visit or participate in the construction and operation of the station. The personnel so assigned shall not exceed that necessary for the construction and effective operation of the station. Their names and related information will be promptly communicated to the Government of Spain.

b. Personal and household effects of United States personnel (including contractor personnel) assigned to Spain in connection with the operation of the station may be brought into, used in or removed from Spain free of all taxes, duties or other charges. Such effects shall not be sold or otherwise disposed of in Spain except under conditions approved by the Government of Spain.

c. The presence in Spain of United States personnel (including contractor personnel) in connection with the establishment or operation of the facility will not constitute either residence or domicile and will not, of itself, subject such personnel to taxation, either on income or property. However, such personnel shall not be exempt from indirect taxes on goods or services purchased by them in Spain.

13. Duration of Agreement

The Government of Spain and the Government of the United States agree that the station provided for herein may continue to be operated under the terms of this agreement for a period of ten years, subject to extension upon expiration with the consent of the two governments.

14. Supplementary Arrangements

Supplementary arrangements between NASA and INTA may be made from time to time as required for the carrying out of the purposes and provisions of this agreement.

15. Appropriation of Funds

It is understood that, to the extent the implementation of this agreement will depend on funds appropriated by the Congress of the United States, it is subject to the availability of such funds.

If the foregoing principles and procedures are acceptable to Your Excellency's Government, I have the honor to propose that this note and Your Excellency's note in reply to that effect shall constitute an Agreement between our two Governments on this matter which shall enter into force on the date of your note in reply.

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

ROBERT F. WOODWARD

His Excellency
FERNANDO MARÍA CASTIELLA,
Minister of Foreign Affairs,
Madrid.

The Spanish Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE ASUNTOS EXTERIORES

MADRID, *29 de Enero de 1964*

EXCMO. SEÑOR:

Tengo a honra acusar recibo a su Nota de esta fecha, que dice así:

"Excelencia: Tengo el honor de referirme a discusiones recientes entre representantes de nuestros respectivos Gobiernos relativas a una propuesta de cooperación ciéntifica y técnica entre los Gobiernos de España y Estados Unidos en apoyo de programas de exploración lunar y planetaria y de vuelos espaciales tripulados y no tripulados a través del establecimiento y funcionamiento en España de una Estación de Seguimiento y de obtención de datos; esta estación sería parte de un sistema de comunicaciones a escala mundial proyectado para facilitar seguimiento de rutas, telemetría y mando a distancia a dichos programas.

El Gobierno español, deseando cooperar con los Estados Unidos en este programa a fin de contribuir al conocimiento del medio espacial

que rodea al hombre y sus efectos, ha manifestado hallarse de acuerdo con el establecimiento de una estación de seguimiento y de obtención de datos a los fines arriba descritos. En su virtud, el Gobierno de los Estados Unidos propone que dicha estación se establezca y funcione de acuerdo con los siguientes principios y procedimientos:

1.– Terreno necesario para la Estación.

El Gobierno español proveerá los terrenos y derechos de paso necesarios para su uso por la National Aeronautics and Space Administration – a la que de aquí en adelante se denominará NASA – en el establecimiento y funcionamiento de la estación, que estará localizada, en términos generales, en un área situada aproximadamente a 47 kilómetros al oeste de Madrid. Representantes autorizados de los dos Gobiernos acordarán el emplazamiento exacto de la estación y la superficie a proveer. Por parte del Gobierno de los Estados Unidos aquellos serán representantes de NASA. Por parte del Gobierno de España, lo serán del Instituto Nacional de Técnica Aeroespacial, – al que, en adelante, se denominará INTA – como organismo representativo de la Comisión Nacional de Investigación del Espacio.

2.– Gastos.

El Gobierno de los Estados Unidos construirá la estación objeto de este acuerdo. Todos los gastos de construcción, instalación, equipo y funcionamiento de la estación correrán a cargo del Gobierno de los Estados Unidos, incluídos los gastos de construcción de carreteras y accesos necesarios. Las anteriores actividades se llevarán a cabo de conformidad con los requisitos de la legislación española y con las estipulaciones del párrafo 11 de este acuerdo en lo que se refiere a los derechos de propiedad.

3.– Descripción de la Estación.

La estación constará inicialmente de una antena parabólica de 26 metros de diámetro; equipo de transmisión, recepción y servoelectrónico; de registro, manejo de datos y comunicaciones; y de los edificios y construcciones técnicos y auxiliares que sean precisos para oficinas, almacenamiento, habitación, saneamiento y otros fines necesarios. Queda entendido que las necesidades del programa aumentarán probablemente a medida que se desarrollen equipos más modernos y que por consiguiente, NASA podría desear establecer instalaciones adicionales dentro de la superficie de la estación, cuyos límites geográficos se especifican en el párrafo 7 (b). Antes del establecimiento de dichas instalaciones adicionales NASA consultará con INTA.

4.– Funcionamiento de la Estación y utilización por personal español.

a.– La estación será manejada por NASA, bien directamente, bien mediante contrato con una empresa de los Estados Unidos o

delegación en su día en el INTA. Desde el comienzo de los trabajos, NASA o su contratista, además de utilizar los imprescindibles técnicos y especialistas de los Estados Unidos, irá contratando, en forma progresiva y hasta el máximo posible, personal técnico español para la instalación, funcionamiento y entretenimiento de la estación. Cuando NASA e INTA determinen conjuntamente que existe suficiente personal técnico español cualificado, entrenado para satisfacer las necesidades de NASA y familiarizado con la estación, NASA podrá delegar en INTA la responsabilidad del funcionamiento y entretenimiento de la estación para los programas comprendidos en el presente Acuerdo. NASA e INTA cooperarán estrechamente al objeto de asegurar el completo acceso de INTA a la estación con el fin de obtener completo intercambio de información tanto en cuanto a las técnicas empleadas como en cuanto a los usos a que se destina la estación.

b.– La estación podrá ser utilizada por el Gobierno español para actividades científicas independientes, entendiéndose que dichas actividades se llevarán a cabo de forma que no entorpezcan los programas de operaciones y mantenimiento de la estación. Cualesquiera gastos adicionales que deriven de dichas actividades serán sufragados por el Gobierno español.

5.– Comunicaciones

Las comunicaciones de la estación utilizarán, hasta el máximo posible las instalaciones de telecomunicación nacionales e internacionales para comunicarse con los Estados Unidos y otras estaciones de seguimiento de NASA. Cuando las instalaciones de telecomunicación nacionales e internacionales sean inadecuadas o no puedan utilizarse, el Gobierno español dispondrá la construcción de dichas instalaciones de telecomunicación que NASA juzgue necesarias, siendo sufragados los gastos pertinentes por los Estados Unidos.

6.– Energía.

La energía para la estación será generada en su emplazamiento mediante equipo instalado como parte de la estación.

7.– Autorización de frecuencia y Radio-Interferencia.

a.– A petición del Gobierno de los Estados Unidos y con arreglo a las estipulaciones de la Unión Internacional de Telecomunicaciones y las Regulaciones de Radio aplicables, el Gobierno español autorizará el uso de las frecuencias de radio necesarias para los fines de la estación.

b.– Dado que una característica esencial del emplazamiento que ha de ser elegido para la estación es el de hallarse libre de radio-interferencias perjudiciales, el Gobierno español acuerda adoptar cuantas medidas sean practicables para mantener dicha libertad frente al establecimiento o funcionamiento de elementos que produzcan radio-interferencias (tales como lineas de fuerza, instalaciones

industriales, carreteras de primer orden, aerofaros, comunicaciones aire-tierra, etc.) en las cercanías de esta altamente sensible estación receptora y, además, en el supuesto de que sea necesario instalar tales elementos en dicha área, el Gobierno español acuerda adoptar todas las medidas de precaución posibles para minimizar o eliminar cualquier interferencia perjudicial. El área que se considera necesario esté protegida contra interferencias de radio se halla aproximadamente a 47 kilómetros al oeste de Madrid, delimitada por las siguientes latitudes: 40° 22′ 00″ Norte y 40° 35′ 00″ Norte; y longitudes: 4° 27′ 16″ Oeste y 4° 09′ 16″ Oeste.

El Gobierno español acuerda, a petición del Gobierno de los Estados Unidos, investigar cualquier interferencia en la radiorecepción de la estación que pueda deberse a aparatos eléctricos y adoptará todas las medidas razonables para asegurar el cese de la interferencia.

c.– Todas las operaciones de telecomunicación de la estación se llevarán a cabo de acuerdo con las prescripciones de los Reglamentos de Radio de la Unión Internacional de Telecomunicaciones y las disposiciones sobre telecomunicación del Gobierno español a fin de no causar interferencias a otros servicios de telecomunicación autorizados.

8.– Construcción.

La construcción de la estación se hará por un contratista de los Estados Unidos que, hasta el máximo posible, empleará subcontratistas locales y mano de obra local para realizar el trabajo requerido. Se utilizarán haste el máximo posible materiales y suministros locales. El Gobierno español ayudará al contratista, previa petición, en el abastecimiento local de las mercancias, materiales, suministros y servicios necesarios para la construcción de la estación.

9.– Equipo electrónico.

El equipo electrónico especial, y el equipo con él relacionado, necesario para la estación, será del tipo de Estados Unidos y será instalado por técnicos de los Estados Unidos.

10.– Entrada de equipo.

El Gobierno español, previa petición, adoptará las medidas necesarias para facilitar la entrada en España de material, equipo, suministros, mercancías u otros bienes proporcionados por el Gobierno de los Estados Unidos para la estación. Las autoridades españolas serán previamente informadas, a través del INTA, del contenido de dichos embarques. Ni el Gobierno español ni ninguno de sus Organismos impondrá o exigirá impuestos, derechos o cualesquiera otros gravámenes por el material, equipo, suministros, mercancías o propiedad importados u obtenidos en España para su uso en el funcionamiento de la estación.

11.– Título de Propiedad.

Todos los materiales, equipo, suministros, mercancías o cualesquiera otros bienes muebles utilizados en relación con la estación

continuarán siendo propiedad del Gobierno de los Estados Unidos. Los bienes restantes serán propiedad del Gobierno español o de otros propietarios españoles. El material, equipo, suministros, mercancías y bienes del Gobierno de los Estados Unidos que se hallen en la estación podrán ser sacados en cualquier momento, libres de impuestos, derechos u otros gravámenes, por el Gobierno de los Estados Unidos.

12.– Personal de los Estados Unidos.

a.– El Gobierno español adoptará las medidas necesarias para facilitar la entrada en España del personal de los Estados Unidos (incluído el personal del contratista) que sea designado para visitar o participar en la construcción y funcionamiento de la estación. El personal así designado no excederá del necesario para la construcción y eficiente funcionamiento de la estación. Sus nombres y otra información con ellos relacionada serán inmediatamente comunicados al Gobierno español.

b.– Los efectos personales y domésticos del personal de los Estados Unidos (incluído el personal del contratista) destinado a España en relación con el funcionamiento de la estación podrán entrar en España, ser usados allí o salir de España libres de impuestos, derechos u otros gravámenes. No se podrán vender dichos efectos ni disponer de otro modo de ellos en España a no ser de conformidad con disposiciones aprobadas por el Gobierno español.

c.– La presencia en España de personal de los Estados Unidos (incluído el personal del contratista) en relación con el establecimiento o funcionamiento de la instalación no constituirá residencia o domicilio y no sujetará, por sí, a dicho personal al pago de impuestos sobre la renta o sobre la propiedad. Sin embargo, dicho personal no estará exento de los impuestos indirectos por los bienes o servicios adquiridos por ellos en España.

13.– Duración del Acuerdo.

El Gobierno español y el Gobierno de los Estados Unidos acuerdan que la estación a la que el presente se refiere, podrá continuar funcionando según los términos de este Acuerdo durante un período de diez años, ampliable a su expiración previa conformidad de ambos Gobiernos.

14.– Acuerdos suplementarios.

De vez en cuando, según lo requiera la puesta en práctica del objeto y disposiciones de este Acuerdo podrán convenirse acuerdos suplementarios entre NASA e INTA.

15.– Asignación de Fondos.

En la medida en que la puesta en práctica de este Acuerdo dependa de fondos asignados por el Congreso de los Estados Unidos, queda entendido que está sujeto a la disponibilidad de los mencionados fondos.

Si los anteriores principios y procedimientos son aceptables para el Gobierno de V.E., tengo el honor de proponer que esta Nota y la Nota de respuesta de V.E. al efecto, constituyan un Acuerdo en este asunto entre nuestros dos Gobiernos, que entrará en vigor en la fecha de su Nota de respuesta."

Tengo a honra manifestar a V.E. la conformidad del Gobierno español con el texto que antecede.

Aprovecho esta oportunidad, señor Embajador, para reiterar a V.E. las seguridades de mi más alta consideración.

FERNANDO CASTIELLA

Excmo. Sr. ROBERT F WOODWARD
Embajador de los Estados Unidos de América
Madrid

Translation

MINISTRY OF FOREIGN AFFAIRS

MADRID, *January 29, 1964*

EXCELLENCY:

I have the honor to acknowledge receipt of your note of this date, which reads as follows:

[For the English language text of the note, see *ante*, p. 153.]

I have the honor to signify to Your Excellency the agreement of the Spanish Government to the foregoing text.

Accept, Mr. Ambassador, the renewed assurances of my highest consideration.

FERNANDO CASTIELLA

His Excellency
ROBERT F. WOODWARD,
Ambassador of the United States of America,
Madrid.

BRAZIL

Defense: Military Assistance

Understanding effected by exchange of notes Signed at Rio de Janeiro January 30, 1964; Entered into force January 30, 1964.

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

MINISTERIO DAS RELAÇÕES EXTERIORES

G/AAA/28/550.(22) *Em 30 de janeiro de 1964.*

SENHOR ENCARREGADO DE NEGÓCIOS,

Tenho a honra de me referir às recentes conversações havidas entre os representantes dos nossos dois Governos, com relação ao suprimento de assistência militar ao Govêrno do Brasil, de conformidade com o disposto no Artigo I, item 1, in fine, do Acôrdo de Assistência Militar, de 15 de março de 1952.

2. Cônscios dos deveres que lhes incumbem no que concerne à defesa individual e coletiva interamericana, o Govêrno dos Estados Unidos do Brasil e o Govêrno dos Estados Unidos da América, no desejo de fortalecerem a sua capacidade de contrarrestar ameaças ou atos de agressão, ou quaisquer outros perigos para a paz e a segurança, de acôrdo com os compromissos assumidos em tratados e convênios, como a Carta da Organização dos Estados Americanos e o Tratado de Assistência Recíproca, assinado no Rio de Janeiro, em 2 de setembro de 1947, chegaram a um entendimento com relação às disposições para o suprimento de assistência militar pelo Govêrno dos Estados Unidos da América ao Govêrno do Brasil, para os fins acima referidos, de conformidade com o estipulado no Acôrdo de Assistência Militar, ficando entendido que os compromissos constantes do mesmo, limitados à assistência para implementação de planos já existentes, que determinem a participação de ambos os Governos em missões relevantes para a defesa do Hemisfério Ocidental, serão ajustados naquilo que, de comum acôrdo, fôr julgado necessário.

3. Considerando que ambos os Governos estão inspirados pelo desejo de prover à defesa e à preservação da paz no Hemisfério Ocidental, o Govêrno dos Estados Unidos da América está preparado para suprir a assistência militar que venha a ser mùtuamente acordada, tendo em vista os fins acima mencionados.

4. Com êsse propósito, os representantes dos dois Governos estabelecerão os têrmos e condições da assistência a ser fornecida. A assistência a ser suprida em virtude dêsse entendimento será prestada de conformidade com os têrmos do Acôrdo de Assistência Militar e na forma por êle prevista.

5. Tenho a honra de propor a Vossa Excelência que esta nota e a que, em resposta, me enviar Vossa Excelência constituirão entendimento dos dois Governos sôbre o assunto, o qual passará a vigorar a partir da data da resposta de Vossa Excelência.

Aproveito a oportunidade para apresentar a Vossa Excelência os protestos da minha mais alta consideração.

JOÃO AUGUSTO DE ARAUJO CASTRO

A Sua Excelência o Senhor
Ministro JOHN GORDON MEIN,
Encarregado de Negócios, a.i.,
dos Estados Unidos da América.

Translation

MINISTRY OF FOREIGN AFFAIRS
G/AAA/28/550.(22) *January 30, 1964*

MR. CHARGÉ D'AFFAIRES:

I have the honor to refer to the recent conversations that took place between the representatives of our two Governments concerning the furnishing of military assistance to the Government of Brazil in accordance with the provisions of Article I, paragraph 1, *in fine*, of the Military Assistance Agreement of March 15, 1952.[1]

2. Conscious of the obligations which devolve upon them with reference to the individual and collective inter-American defense, the Government of the United States of Brazil and the Government of the United States of America, wishing to strengthen their capacity to counteract threats or acts of aggression or any other dangers to peace and security, in accordance with the undertakings assumed in treaties and agreements such as the Charter of the Organization of American States [2] and the Treaty of Reciprocal Assistance signed in Rio de Janeiro on September 2, 1947,[3] reached an understanding concerning arrangements for the furnishing of military assistance for the above purposes by the Government of the United States of America to the Government of Brazil in accordance with the provisions of the Military Assistance Agreement, it being understood that the undertakings

[1] TIAS 2776; 4 UST 174.
[2] TIAS 2361; 2 UST 2394.
[3] TIAS 1838; 62 Stat. 1681.

set forth therein, limited to assistance for the implementation of already-existing plans under which both Governments will participate in missions important to the defense of the Western Hemisphere, will be adjusted by mutual agreement as deemed necessary.

3. Bearing in mind that both Governments are inspired by the desire to provide for the defense and maintenance of peace in the Western Hemisphere, the Government of the United States of America is prepared to furnish such military assistance as may be mutually agreed upon, having in mind the above-mentioned purposes.

4. For this purpose, the representatives of the two Governments will determine the terms and conditions of the assistance to be furnished. The assistance to be furnished under this understanding shall be carried out in accordance with the terms of and in the manner prescribed by the Military Assistance Agreement.

5. I have the honor to propose to Your Excellency that this note and Your Excellency's reply thereto shall constitute an understanding between the two Governments on the subject, which shall enter into force on the date of Your Excellency's reply.

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

JOÃO AUGUSTO DE ARAUJO CASTRO

His Excellency
JOHN GORDON MEIN,
Chargé d'Affaires ad interim
of the United States of America.

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

No. 575 RIO DE JANEIRO, *January 30, 1964.*

EXCELLENCY:

I have the honor to refer to recent conversations between the representatives of our two governments concerning the furnishing of military assistance to the Government of Brazil in accordance with the provisions of Article I, paragraph 1, *in fine* of the Military Assistance Agreement, of March 15, 1952.

1. Conscious of the obligations which devolve upon them with reference to their individual and collective Inter-American defense, the Government of the United States of Brazil and the Government of the United States of America wishing to strengthen their capacity to counteract threats or acts of aggression, or any other dangers to peace and security, in accordance with the undertakings contained in treaties and agreements previously concluded, such as the Charter of

the Organization of American States and the Inter-American Treaty of Reciprocal Assistance signed in Rio de Janeiro on September 2, 1947, have reached an understanding concerning arrangements for the furnishing of military assistance for the above purposes by the Government of the United States of America to the Government of Brazil in accordance with the provisions of the Military Assistance Agreement, it being understood that the undertakings therein which are limited to assistance for existing defense plans under which both Governments will participate in missions important to the defense of the Western Hemisphere shall be adjusted by mutual agreement as found necessary.

2. Bearing in mind that both Governments are inspired by the desire to provide for the defense and maintenance of peace in the Western Hemisphere, the Government of the United States of America is prepared to furnish military assistance as may be mutually agreed, having in mind the above mentioned purposes.

3. For this purpose, the representatives of the two Governments will determine the terms and conditions of the assistance to be furnished. The assistance to be furnished under this understanding shall be carried out in accordance with and subject to the provisions of the Military Assistance Agreement.

4. I have the honor to propose to Your Excellency that this note and Your Excellency's reply thereto shall constitute an understanding between the two governments on this subject which shall enter into force on this date.

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

JOHN GORDON MEIN
Chargé d'Affaires ad interim

His Excellency
ARAUJO CASTRO,
Minister of Foreign Affairs,
Rio de Janeiro.

PAKISTAN

Informational Media Guaranties

Agreement amending the agreement of February 12 and May 1, 1954, as amended.
Effected by exchange of letters
Dated at Karachi August 10, 1962, and April 15, 1963;
Entered into force April 15, 1963.

The American Deputy Chief of Mission, American Embassy, to the Pakistani Director General, Ministry of External Affairs

AMERICAN EMBASSY,
KARACHI, PAKISTAN,
August 10, 1962.

DEAR IQBAL:

You will recall our conversation some days ago about the Media Guarantee program agreement and our desire to amend the agreement on the subject of administrative expenses. I promised to send you an informal letter on the history of the matter which, I have prepared after some research.

As I mentioned, the basic agreement was established on April 30, 1954 [1] by the Foreign Office reply to a note from the Embassy dated February 12, 1954. [2]

The clause in that agreement which is the basis for our present request follows:

> "(ii) With respect to such guaranties, covering imports as approved by the Government of Pakistan in accordance with the terms of the above mentioned section, the Government of Pakistan agrees that Pakistani currency acquired by the United States Government pursuant to such guaranties will be freely expendable by the United States Government for administrative expenditures and such other purposes as may hereafter be agreed upon between the United States Government and the Government of Pakistan."

The following change in this provision was agreed to by the Embassy in Note 558, dated January 8, 1957, [3] after the program had been suspended for over a year:

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[1] The basic agreement entered into force May 1, 1954.
[2] Exchange of notes dated Feb. 12 and May 1, 1954; TIAS 3088; 5 UST 2272.
[3] Exchange of notes dated Jan. 1 and 8, 1957; TIAS 3928; 8 UST 1757.

"(ii) With respect to such guaranties covering imports approved by the Government of Pakistan, the Government of the United States of America and the Government of Pakistan agree that the Pakistani currency acquired by the U. S. Government pursuant to such guaranties will be freely expendable by the U. S. Government for scientific, educational and cultural activities in consultation with the Government of Pakistan and for such other purposes as may hereafter be agreed upon by the U. S. Government and the Government of Pakistan."

A further amendment in the latter part of 1958 modified the clause relating to scientific, educational and cultural activities. [1]

Embassy Note 383 of December 15, 1960, [2] requested reconsideration of the restriction on use of funds for administrative purposes provision and cultural and educational activities provision, pointing out that Pakistan was the only government imposing such restrictions.

A compromise was offered by the Government of Pakistan in a note dated February 9, 1961 [2] which the Embassy was unable to accept, and the following language was informally proposed.

"With respect to such guaranties covering imports approved by the Government of Pakistan, the Government of the United States of America and the Government of Pakistan agree that –

(a) The Pakistani currency acquired by the United States Government under such guaranties before the effective date of this modification will be freely expendable by the United States Government in consultation with the Government of Pakistan for scientific, educational and cultural activities, and for such other purpose as may hereafter be agreed upon by the United States Government and the Government of Pakistan, and

(b) The Pakistani currency acquired by the United States Government under such guaranties on and after the effective date of this modification will be freely expendable by the United States Government."

This proposal was not acceptable to the Ministries concerned on the ground it would create a precedent for similar treatment of other agreements.

The Embassy has now been authorized to propose as a compromise a return to the substance of the original agreement of April 30, 1954 [3] either in the original form as quoted above or in the following form:

"(b) The Pakistani currency acquired by the United States Government under such guaranties on and after the effective

[1] The amendment was not concluded.

[2] Not printed.

[3] TIAS 3088; 5 UST 2272.

date of this modification will be expendable by the United States Government

(i) for administrative expenditures,

(ii) for scientific, educational and cultural activities in consultation with the Government of Pakistan,

(iii) for such other purposes as may hereafter be agreed upon by the United States Government and the Government of Pakistan."

After you have had time to review this proposal I would appreciate an opportunity to discuss it with you.

Sincerely yours,

WILLIAM O. HALL
Minister
Deputy Chief of Mission

Mr. IQBAL ATHAR,
Director General,
Ministry of External Affairs,
Karachi.

The Pakistani Ministry of External Affairs to the American Embassy

MINISTRY OF EXTERNAL AFFAIRS
KARACHI

No. Pol. II(C)- 20/1/62 *Dated the 15th April '63.*

The Ministry of External Affairs presents its compliments to the Embassy of the United States of America in Pakistan and with reference to the Embassy's letter dated August 10, 1962, regarding implementation of the International Media Guarantee Programme Agreement between the Government of Pakistan and the Government of the United States of America, has the honour to say that the Government of Pakistan agrees to the substitution of the following in place of Clause (2) of the original Agreement of 1954 as amended by the Embassy's Note No. 588 dated January 8, 1957:-

"(2) The Pakistani currency acquired by the United States Government under such guarantees on and after the effective date of this modification will be expendable by the United States Government:

(i) for administrative expenditure;

(ii) for scientific, educational and cultural activities in consultation with the Government of Pakistan;

(iii) for such other purposes as may hereafter be agreed upon by the U.S. Government and the Government of Pakistan."

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

THE EMBASSY OF THE UNITED STATES
OF AMERICA IN PAKISTAN, KARACHI.

PORTUGAL

Education: Financing of Exchange Programs

Agreement amending the agreement of March 19, 1960.
Effected by exchange of notes
Signed at Lisbon June 3 and December 4, 1963;
Entered into force December 4, 1963.

The American Ambassador to the Portuguese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Lisbon, June 3, 1963.

No. 248

EXCELLENCY:

I have the honor to refer to the agreement between the Government of the United States of America and the Government of Portugal for financing certain educational exchange programs signed at Lisbon on March 19, 1960, [1] and to propose that the aforementioned agreement shall be amended, in accordance with Article 11 thereof, as follows:

1. The preamble is amended by deleting the third paragraph.
2. Article 1 is amended—

   (a) by revising the first paragraph to read as follows:

   "There shall be established a commission to be known as the Commission for Educational Exchange between the United States of America and Portugal (hereinafter designated 'the Commission'), which shall be recognized by the Government of the United States of America and the Government of Portugal as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Commission under the terms of this agreement."; and

   (b) by deleting subparagraphs (1) and (2) of the third paragraph and substituting therefor the following new subparagraphs:

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[1] TIAS 4444; 11 UST 268.

"(1) Financing studies, research, instruction, and other educational activities of or for citizens and nationals of the United States of America in Portugal, and of or for citizens and nationals of Portugal in United States schools and institutions of learning located in or outside the United States of America;

"(2) Financing visits and interchanges between the United States of America and Portugal of students, trainees, teachers, instructors, and professors; and

"(3) Financing such other related educational and cultural programs and activities as are provided for in budgets approved in accordance with Article 3 hereof."

3. Article 2 is amended—

(a) by revising subparagraph (2) to read as follows:

"(2) Recommend to the Board of Foreign Scholarships of the United States of America, students, trainees, professors, research scholars, teachers, instructors, resident in Portugal, and institutions of Portugal, to participate in the program.";

(b) by revising subparagraph (6) to read as follows:

"(6) Authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the present agreement, including payment for transportation, tuition maintenance and other expenses incident thereto."

4. Article 8 is amended to read as follows:

"There may be used for the purposes of this agreement any funds, including currency of Portugal, held or available for expenditure by the Government of the United States of America for such purposes, and contributions to the Commission from any source.

"The Secretary of State of the United States of America will make available for expenditure as authorized by the Commission, funds in such amounts as may be required for the purposes of this agreement, but in no event may amounts in excess of the budgetary limitations established pursuant to Article 3 of the present agreement be expended by the Commission.

"The performance of this agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America when required by the laws of the United States of America."

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Portugal, the Government of the United States of America will consider that this note and your reply thereto constitute an amendment to the agreement of March 19, 1960, to be effective on the date of your note in reply.

TIAS 5536

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

C. BURKE ELBRICK

His Excellency
Dr. ALBERTO FRANCO NOGUEIRA,
Minister of Foreign Affairs,
Lisbon.

The Portuguese Minister of Foreign Affairs to the American Ambassador

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS
Gabinete do Ministro

LISBOA, *4 de Dezembro de 1963*

EXCELÊNCIA:

Tenho a honra de acusar a recepção da Nota de Vossa Excelência nº. 248, de 3 de Junho último, pela qual eram propostas certas modificações ao texto do Acordo efectuado entre os Governos de Portugal e dos Estados Unidos, sobre o funcionamento de programas de educação, em regime de intercâmbio, assinado em Lisboa, em 19 de Março de 1960.

Não havendo a opor qualquer objecção à proposta de Vossa Excelência, tenho a honra de exprimir a concordância do Governo de Portugal às modificações referidas.

Aproveito a ocasião para apresentar a Vossa Excelência os protestos da minha mais elevada consideração.

A FRANCO NOGUEIRA

A Sua Excelência
Almirante GEORGE W. ANDERSON
Embaixador dos Estados Unidos da América
etc. etc. etc.
Lisboa

Translation

MINISTRY OF FOREIGN AFFAIRS
Office of the Minister

LISBON, *December 4, 1963*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note No. 248 of June 3 last, whereby it was proposed that certain amendments be made in the text of the Agreement concluded between the Governments of Portugal and the United States concerning the

functioning of education programs under the exchange system, signed at Lisbon on March 19, 1960.

Since I have no objection to make to Your Excellency's proposal, I have the honor to express the agreement of the Government of Portugal to the aforesaid amendments.

Accept, Excellency, the assurances of my highest consideration.

A FRANCO NOGUEIRA

His Excellency
GEORGE W. ANDERSON,
Ambassador of the
United States of America, etc.,
Lisbon.

JORDAN

Agricultural Commodities

Agreement signed at Amman February 11, 1964;
Entered into force February 11, 1964.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF JORDAN UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of Jordan:

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

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

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

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Jordan pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter refered to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

SALES FOR JORDANIAN DINARS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Jordan of purchase

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Jordanian dinars to purchasers authorized by the Government of Jordan, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (millions)
Wheat and/or Wheat Flour	$2.5
Ocean Transportation (estimated)	.5
Total	$3.0

2. Applications for purchase authorizations will be made within 90 days after the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Jordanian dinars accruing from such sale, and other relevant matters.

3. 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 unecessary or undesirable.

ARTICLE II

USES OF JORDANIAN DINARS

The Jordanian dinars accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown.

A. For United States expenditures under subsections (a), (b), (c), (d), (f) and (h) through (s) of Section 104 of the Act, or under any of such subsections, seventy-five percent of the Jordanian dinars accruing pursuant to this Agreement.

B. For grant to the Government of Jordan under subsection (e) of Section 104 of the Act, twenty-five percent of the Jordanian dinars accruing pursuant to this Agreement.

ARTICLE III

DEPOSIT OF JORDANIAN DINARS

1. The amount of Jordanian dinars to be deposited to the account of the Government of the United of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Jordanian dinars, as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of Jordan, or

(b) if more than one legal rate for foreign exchange transactions exist, at a rate of exchange to be mutually agreed upon from time to time between the Government of Jordan and the Government of the United States of America.

2. In the event that any subsequent agricultural commodities agreement or agreements should be signed by the two governments under the Act, any refunds of Jordanian dinars which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent agricultural commodities agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Jordan will take all possible measures to prevent the resale 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, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales or purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Jordan will furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to the arrival and condition of commodities and provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

ARTICLE V

CONSULTATION

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

ARTICLE VI

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

DONE at Amman in duplicate, in the English and Arabic languages, both equally authentic, this 11th day of February 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Geoffrey W. Lewis [1]

FOR THE GOVERNMENT OF JORDAN:

[2]

[1] Geoffrey W. Lewis.

[2] Ali Nasouh at-Taher.

٢) ستتخذ الحكومتان الاحتياطات المعقولة لتضمنا ان كل بيع او شراء للمواد الزراعية بموجب هذه الاتفاقية لن يؤدى الى الاضرار بتسويق الولايات المتحدة لتلك المواد ، كما انه لن يؤدى الى التأثير الذى لا مبرر له في الاسعار العالمية لتلك المواد او في العلاقات التجارية العادية بين الدول الصديقة .

٣) لدى تنفيذ هذه الاتفاقية ستسعى الحكومتان لتوفير الشروط التجارية التي تسمح للتجار بان يقوموا باعمالهم بصورة فعالة ، كما ستبذلان اقصى جهودهما لتطوير وتوسيع الطلب على المواد الزراعية في الاسواق .

٤) ستقوم حكومة الاردن ، اذا طلبت منها الحكومة الاميركية ذلك ، بتقديم المعلومات عن سير العمل بالبرنامج وخاصة فيما يتعلق بوصول وحالة المواد وشروط المحافظة على التسويق العادى وبالمعلومات المتعلقة بتصدير تلك المواد او ما يشابهها .

المادة الخامسة

التشاور في الرأى

ستقوم الحكومتان بناء على طلب اى منهما بالتشاور بخصوص اية مسألة تتعلق بتنفيذ هذه الاتفاقية او بالقيام باية ترتيبات بموجبها .

المادة السادسة

نفاذ الاتفاقية

ستصبح هذه الاتفاقية نافذة المفعول من تاريخ توقيعها .

وشهادة على ذلك ، فان ممثلي الحكومتين المخولين بتوقيع هذه الاتفاقية قد وقعاها .

كتبت في عمان باللغتين العربية والانكليزية ، ولكل منهما نفس الاعتبار ، في هذا اليوم الحادى عشر من شهر شباط عام ١٩٦٤ .

عن حكومة الولايات المتحدة الاميركية

Geoffrey W. Lewis

عن حكومة الاردن

TIAS 5537

المـــادة الثالثـــة

ايداع الدنانير الاردنيـــة

١) ان مبلغ الدنانير الاردنية الذى سيودع لحساب حكومة الولايات المتحدة الاميركية سيكون مساويا بالدولارات لقيمة بيع واجور نقل المواد التي تدفعها او تمولها حكومة الولايات المتحدة الاميركية (باستثناء التكاليف الاضافية الناتجة عن اشتراط نقل الحبوب بسفن اميركية) محولـــة الـى دنانير اردنية كما يلي -

أ - بسعر تحويل الدولار في معاملات الاستيراد التجارية في التواريخ التي تدفع فيها حكومة الولايات المتحدة القيمة بالدولار شريطة ان تحتفظ حكومة الاردن بسعر تحويل موحد لجميع معاملات التحاويل الاجنبية ، او

ب- اذا وجد اكثر من سعر تحويل لمعاملات التحاويل الاجنبية ، فبالسعر الذى تتفق عليه الحكومتان من وقت لاخر .

٢) اذا وقعت الحكومتان اتفاقية او اتفاقيات لاحقة للمواد الزراعية بموجب القانون ، فان اية ردبات بالدنانير الاردنية قد تستحق او تصبح مستحقة بموجب هذه الاتفاقية بعد اكثر من سنتيـــن من التاريخ الذى تصبح فيه هذه الاتفاقية نافذة المفعول ستدفعها حكومة الولايات المتحدة من المبالغ المتوفرة من احدث اتفاقية للمواد الزراعية تكون نافذة المفعول وقت الدفع .

المـــادة الرابعـــة

التزامات عامـــــــة

١) ستتخذ الحكومة الاردنية كافة الاجراءات الضرورية لمنع اعادة بيع او اعادة شحن المواد المشتراة بموجب هذه الاتفاقية الى بلدان اخرى او استعمال تلك المواد لاية اغراض عدا الاغراض المحلية (الا اذا وافقت حكومة الولايات المتحدة صراحة على اعادة البيع او اعادة الشحـــن او استعمال تلك المواد لاغراض غير الاغراض المحلية) كما تتخذ الاجراءات لمنع تصدير اية مواد محلية او اجنبية اذا كانت من نفس نوع المواد المشتراة بموجب هذه الاتفاقية او تشابهها ، وذلك خلال الفترة الواقعة بين تاريخ هذه الاتفاقية والتاريخ النهائي الذى تستلم فيه تلك المواد وتستعمل (الا اذا وافقت حكومة الولايات المتحدة صراحة على ذلك التصدير) ، كما تتخذ الاجراءات التي تضمن ان شراء المواد بموجب هذه الاتفاقية لن يؤدى الى ازدياد توفر تلك المواد او ما يشابهها لدى البلدان الغير صديقة للولايات المتحدة .

المـــادة	قيمة التصدير حسب الاسواق
قمح و/او طحين	٥ر٢ مليون دولار
تكاليف النقل البحرى (مقدرة)	٥ر٠ مليون دولار
المجموع	٣ ملايين دولار

٢) تقدم طلبات الحصول على تصاريح الشراء خلال تسعين يوما من التاريخ الذى تصبح فيه هذه الاتفاقية نافذة المفعول ، على ان طلبات الحصول على تصاريح شراء اية كميات اضافية من المواد او قيمتها التي ينص عليها اى تعديل لهذه الاتفاقية تقدم خلال تسعين يوما من التاريخ الذى يصبح فيه ذلك التعديل سارى المفعول . وستشمل تصاريح الشراء نصوصا تتعلق ببيع وتسليم المواد ، واوقات وظروف ايداع الدنانير الاردنية المتجمعة نتيجة لذلك البيع ، والامور الاخرى المتعلقة بذلك .

٣) يمكن لاى من الحكومتين ان تنهي تمويل او بيع او تسليم المواد المنصوص عليها في هذه الاتفاقية اذا قررت تلك الحكومة ان الاستمرار في ذلك التمويل او البيع او التسليم قد اصبح غير ضرورى او غير مرغوب فيه نتيجة لتغير الظروف .

المـــادة الثانيـــة

استعمـــال الدنانيـــر الاردنيـــة

ستقوم حكومة الولايات المتحدة الاميركية باستعمال الدنانير الاردنية المتجمعة لها نتيجة للمبيعات بموجب هذه الاتفاقية بالطريقة وبالافضلية التي تقررها للاغراض التالية ، وبالنسب المبينة ادناه —

أ — لمصروفات الولايات المتحدة بموجب الفقرات (أ) (ب) (جـ) (د) (و) (حـ) حتى (ى) من المادة ١٠٤ من القانون او بموجب اى من هذه الفقرات — ٧٥٪ من الدنانير الاردنية المتجمعة بموجب هذه الاتفاقية .

ب — كمنحة لحكومة الاردن بموجب الفقرة (هـ) من المادة ١٠٤ من القانون — ٢٥٪ من الدنانير الاردنية المتجمعة نتيجة لهذه الاتفاقية .

اتفاقيـــــة المـــواد الزراعيـة

المعقودة بين حكومـــة الولايات المتحدة الاميركيـــــة

وحكومة الاردن بمـــوجب

الفصل الاول من قانون تطويـر المســاعدات والتجـارة الزراعية المعـدل

ان حكومتي الولايات المتحدة الاميركية وحكومة الاردن ،

رغبة منهما في توسيع تجارة المواد الزراعية بين البلدين وبين الامم الصديقة الاخرى بصورة لا تضر بتسويق الولايات المتحدة العادي لتلك المواد ،كما لا يؤثر بصورة لا مبرر لها في الاسعار العالمية للمواد الزراعية والعلاقات التجارية العادية بين الدول الصديقـــة،

ولادراكهما ان شراء المواد الزراعية المنتجة في الولايات المتحدة الاميركية بالدنانير الاردنية سيساعد في تحقيق هذا التوسع التجاري،

ولادراكهما ان الدنانير الاردنية المتجمعة نتيجة لهذا الشراء ستستخدم بطريقـــة مفيدة للبلدين ،

ورغبة منهما في وضع النقاط المتفق عليها لبيع المواد الزراعية المبينة ادناه ،للاردن بموجب الفصل الاول من قانون تطوير المساعدة والتجارة الزراعية المعدل ، (والمشار اليـــه فيما يلي بالقانون) وفي وضع الاجراءات التي ستتخذها الحكومتان فرديا وبصورة مشتركـــــة لتوسيع تجارة هذه المواد ،

قد اتفقتـــا علـى ما يلـــي —

المـــادة الاولـــى

البيـــع بالدنانير الاردنيـة

١) شريطة اصدار حكومة الولايات المتحدة وقبول حكومة الاردن لتصاريح الشراء ،ولتوفر المواد المعينة بموجب القانون وقت التصدير ،تتعهد حكومة الولايات المتحدة ان تمول بيع المواد الزراعية التالية مقابل دنانير اردنية وبالمبالغ المبينة ادناه لمشترين تعينهم حكومة الاردن—

The American Chargé d'Affaires ad interim to the Vice President of the Jordan Development Board

EMBASSY OF THE
UNITED STATES OF AMERICA
Amman, February 11, 1964

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States and the Government of Jordan signed today and to confirm my Government's understanding of agreement reached in conversations which have taken place between representatives of our two Governments with respect to the following:

1. It is understood that the Government of Jordan will not permit the export of wheat or wheat flour while wheat/flour covered by this Agreement is being imported and utilized in Jordan, or until June 30, 1964, whichever is later.

2. Upon request of the Government of the United States, the Government of Jordan will provide facilities for the conversion of $60,000 or two percent, whichever is greater, of the dinars accruing from sales under this Agreement into other currencies for purposes of Section 104(a) of the Act. These currencies will be used to finance agricultural market development activities in other countries.

3. The Government of the United States of America may utilize dinars to procure in Jordan goods and services needed in connection with agricultural market development projects and activities in other countries.

I shall appreciate receiving Your Excellency's confirmation of the above understandings.

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

GEOFFREY W. LEWIS
Charge d'Affaires ad interim

His Excellency,
ALI NASOUH AT-TAHER,
Vice President,
Jordan Development Board.

The Vice President of the Jordan Development Board to the American Chargé d'Affaires ad interim

The Hashemite Kingdom of Jordan
DEVELOPMENT BOARD
AMMAN
P. O. B. 555 - Tel. 24301 - 24305
Teleg : JODB - Amman

المملكة الاردنية الهاشمية
مجلس الاعمار
عمان
ص.ب ٥٥٥
تلفون ٢٤٣٠١ - ٢٤٣٠٥

No. DB/
Date 11/2/1964

الرقم م.ع/
التاريخ ١١/٢/١٩٦٤

Mr. Geoffrey W. Lewis
Charge D'Affaires ad interim
American Embassy / Jordan
Amman

السيد جفري و. لويس
القائم بالاعمال
السفارة الامريكية / الاردن
عمان

Excellency:

I have the honour to refer to your note dated February 11, 1964 pertaining to the Agricultural Commodities Agreement between the Government of the United States and the Government of Jordan signed today. In reply, I wish to confirm my Government's understanding of agreement reached in conversations with respect to the three points contained in your note.

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

Vice President
Jordan Development Board

يا صاحب السعادة :

لي الشرف ان اشير الى الملاحظات التي وردت في كتابكم تاريخ ١١ شباط ١٩٦٤ والمتعلقة باتفاقية المواد الزراعية المعقودة بين حكومتي الولايات المتحدة والحكومة الاردنية والموقعة اليوم . ويسرني ان اثبت بالنيابة عن حكومتي التفاهم الذى تم التوصل اليه عن طريق محادثاتنا بخصوص الثلاث نقاط التي وردت في كتابكم المذكور اعلاه.

وتفضلوا يا صاحب السعادة بقبول اسمى احترامي

نائب رئيس مجلس الاعمار

TIAS 5537

AUSTRALIA (in its Own Behalf and in Behalf of New Zealand and the United Kingdom)

Settlement for Logistical Support to Certain Armed Forces for United Nations Operations in Korea

Agreement effected by exchange of letters
Signed at Washington February 5, 1964;
Entered into force February 5, 1964.

The Secretary of State to the Deputy Secretary to the Treasury, Australian Embassy

DEPARTMENT OF STATE
WASHINGTON

FEBRUARY 5, 1964

DEAR MR. HEWITT:

I refer to recent discussions in Washington between representatives of the Government of the United States of America and of the Governments of Australia, New Zealand, and the United Kingdom. These discussions concerned the payment for logistical support rendered by the United States to armed forces of Australia, New Zealand and the United Kingdom during the United Nations operations in Korea through June 30, 1958.

As a result of these discussions it is the understanding of the Government of the United States that the following agreements have been reached for the logistical support concerned:

1. The governments agree that the amount due the Government of the United States for Korean logistical support as adjusted for various credits due the United Kingdom, Australia and New Zealand is $45,400,737. A detailed statement of account [1] will be rendered accordingly by the United States Government and will then form a part of this agreement.

2. Payment of the amount set out in paragraph 1 shall be due within thirty days from this date. Interest shall be due on the unpaid balance thereafter, computed at the rate of 3-1/2 per cent compounded annually. Payment shall be made in United States dollars and shall be made no later than June 30, 1964.

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[1] Not printed. The statement of account is on file in the Department of State.

33-259 O-64-13

3. Payment of the amount set forth in paragraph 1 plus any payment due under paragraph 2 shall constitute full payment for all logistical support rendered by the United States to armed forces of Australia, New Zealand and the United Kingdom for United Nations operations in Korea through June 30, 1958. No further payments from the Governments of Australia, New Zealand, the United Kingdom and Canada will be requested by the Government of the United States for such logistical support furnished any of the British Commonwealth forces.

I should appreciate your confirming these understandings on behalf of the Governments of Australia, New Zealand and the United Kingdom.

For the Secretary of State:

Sincerely yours,

PHILIP H. TREZISE

Philip H. Trezise
Acting Assistant Secretary

Mr. C. L. HEWITT,
Deputy Secretary to the Treasury,
Canberra, Australia.

The Deputy Secretary to the Treasury, Australian Embassy, to the Acting Assistant Secretary of State for Economic Affairs

AUSTRALIAN EMBASSY
WASHINGTON, D.C.
February 5, 1964

DEAR MR. TREZISE:

I confirm as final and complete the understandings between us, for the Korean settlement as adjusted for various credits due the United Kingdom, Australia and New Zealand, set out in your letter of 5th February 1964.

Yours sincerely,

C. L. HEWITT

C. L. Hewitt
Deputy Secretary to the Treasury

Mr. PHILIP H. TREZISE,
Acting Assistant Secretary of State for Economic Affairs,
Department of State,
Washington, D.C.

TIAS 5538

PERU

Agricultural Commodities

Agreement signed at Lima February 13, 1964;
Entered into force February 13, 1964.
With exchanges of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PERU UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

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

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

Considering that the purchase for Peruvian soles of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Peruvian soles accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Peru pursuant to Title I of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities, have agreed the following:

ARTICLE I

SALES FOR PERUVIAN SOLES

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Peru of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Peruvian soles to purchasers authorized by the Government of Peru, of the following agricultural commodities in the amounts indicated:

COMMODITY	Export Market Value
Edible vegetable oil	$1.51 million
Wheat/Wheat flour	2.47 "
Rice	3.30 "
Bulgar	.48 "
Ocean Transportation (est.)	.93 "
	$8.69 million

[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

ACUERDO SOBRE PRODUCTOS AGRICOLAS ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS Y EL GOBIERNO DEL PERU DE CONFORMIDAD CON EL TITULO I DE LA LEY DE AYUDA Y DESARROLO DEL COMERCIO AGRICOLA Y SUS ENMIENDAS

El Gobierno de los Estados Unidos de América y el Gobierno del Perú:

Reconociendo la conveniencia de ampliar el comercio de productos agricolas entre los dos paises y con otras naciones amigas en tal forma que no desplace las ventas que los Estados Unidos de América acostumbra efectuar de esos productos en los mercados ni altere indebidamente los precios mundiales de los productos agricolas o las pautas normales de comercio con naciones amigas;

Considerando que la compra, en soles peruanos de productos agricolas producidos en los Estados Unidos, ayudaría a semejante expansión de comercio;

Considerando que los soles peruanos provenientes de estas compras serán utilizados de manera que beneficien a los dos paises;

Deseando sentar las bases del entendimiento que regulará las ventas al Perú que abajo se especifican de los productos agricolas a que se contrae el Título I de la Ley de Ayuda y Desarrollo del Comercio Agricola y sus enmiendas, (a la que en adelante se denominará la Ley); y las medidas que ambos países tomarán individualmente y en conjunto respecto a la promoción de la expansión del comercio de dichos productos, han convenido lo siguiente:

ARTICULO I

VENTAS EN SOLES PERUANOS

1.– Con sujeción al otorgamiento por el Gobierno de los Estados Unidos de América y aceptación por el Gobierno del Perú de autorizaciones de compra y a la disponibilidad de los artículos que contempla la Ley al tiempo de exportarse, el Gobierno de los Estados Unidos de América se compromete a financiar la venta en soles a compradores autorizados por el Gobierno del Perú de los siguientes productos agricolas en las sumas indicadas:

Artículo	Valor de Exportación
Aceite Vegetal comestible	$.1.51 millones
Trigo/Harina de trigo	$.2.47 millones
Arroz	$.3.30 millones
Bulgor	$. .48 millones
Transporte maritimo (estimado)	$. .93 millones
	$.8.69 millones

2. Applications for purchase authorizations will be made within 90 days after the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Peruvian soles accruing from such sale, and other relevant matters.

3. 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

USES OF PERUVIAN SOLES

1. The Peruvian soles accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes in the amounts shown:

A. For United States expenditures under subsections (a), (b), (c), (d), (f), and (h) through (s) of Section 104 of the Act, or under any of such subsections, 35 per cent of the Peruvian soles accruing pursuant to this Agreement.

B. 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 Peru incident thereto, 10 per cent of the Peruvian soles accruing pursuant to this Agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Peru for business development and trade expansion in Peru and to United States firms and Peruvian firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of Peru, acting through the Banco de Fomento Agropecuario. The President and/or General Manager of the Banco de Fomento Agropecuario, or his designate, will act for the Government of Peru, and the Administrator of AID, or his designate, will act for AID.

2.– Las solicitudes para obtener autorizaciones de compra se presentarán dentro de los 90 días de la fecha de suscrición de este Acuerdo, con excepción de las solicitudes para autorizaciones de compra de productos adicionales o cantidades de productos previstos en cualquier enmienda de este Acuerdo, las que se presentarán dentro de los 90 días de la fecha de suscrición de la enmienda. Las autorizaciones de compra incluirán disposiciones relativas a la venta y entrega de los productos, el tiempo y condiciones bajo los cuales se depositarán los soles provenientes de dicha venta y otros asuntos relacionados con ellas.

3.– Cualquiera de los Gobiernos podrá poner término a la financiación, venta y entrega de los artículos indicados en este acuerdo si dicho Gobierno determinara que debido a cambios en las condiciones la continuación de tales financiaciones, ventas y entregas fueran innecesarias o inconvenientes.

ARTICULO II

UTILIZACION DE LOS SOLES

1.– Los soles que el Gobierno de los Estados Unidos obtenga como resultado de las ventas efectuadas de conformidad con este Acuerdo, serán utilizados por dicho Gobierno en la forma y orden de Prioridades que el Gobierno de los Estados Unidos determine, para los siguientes fines y por los montos indicados:

A.– Para el pago de gastos de los Estados Unidos de América conforme a los incisos (a), (b), (c), (d), (f), y de la (h) hasta la (s) del Artículo 104 de la Ley, o conforme a cualquiera de dichos incisos, 35 % de los soles provenientes de este Acuerdo.

B.– Para préstamos que deba hacer la Agencia para el Desarrollo Internacional de Washington (a la que en adelante se denominará AID) conforme al Artículo 104 (e) de la Ley y para gastos administrativos de AID en el Perú relacionados con los mismos, el 10 por ciento de los soles provenientes en virtud de este Convenio. Queda entendido que:

(1) Dichos préstamos conforme al Artículo 104 (e) se otorgarán a firmas comerciales de los Estados Unidos y a sus sucursales, subsidiarias y afiliadas en el Perú para desarrollo de los negocios y expansión del comercio en el Perú y a firmas de los Estados Unidos y firmas peruanas para dar facilidades que contribuyan a la utilización, distribución o que en otra forma aumenten el consumo y los mercados para productos agrícolas de los Estados Unidos.

(2) Los préstamos deberán ser mutuamente aceptables para AID y el Gobierno del Perú, representado por el Banco de Fomento Agropecuario. El Presidente y/o el Gerente General del Banco de Fomento Agropecuario, o su apoderado, representará al Gobierno del Perú, y el Administrador de AID, o la persona que él designe, representará a AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Banco de Fomento Agropecuario 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 expanded.

(4) When AID is prepared to act favorably upon an application, it will so notify Banco de Fomento Agropecuario and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Peru on comparable loans, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, Banco de Fomento Agropecuario will indicate to AID whether or not Banco de Fomento Agropecuario has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from Banco de Fomento Agropecuario, it shall be understood that Banco de Fomento Agropecuario has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify Banco de Fomento Agropecuario.

(6) In the event the Peruvian soles set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this Agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and Banco de Fomento Agropecuario, the Government of the United States of America may use the Peruvian soles for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of Peru under Section 104(g) of the Act for a loan to the La Molina Nacional Agrarian University and other uses as are agreed to by both the Government of Peru and the Government of the United States, 55 per cent of the Peruvian soles accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Peruvian soles for loan purposes within three years from the date of this Agreement, the Government of the United States of America may use the soles for any purpose authorized by Section 104 of the Act.

Article III

DEPOSIT OF PERUVIAN SOLES

1. The amount of Peruvian soles to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement

(3) Al recibo de una solicitud que AID esté dispuesta a tomar en consideración, AID informará al Banco de Fomento Agropecuario la identidad del solicitante, la clase de negocio propuesto, el monto del préstamo solicitado y los fines generales en que se invertiría el producto del préstamo.

(4) Cuando AID esté dispuesta a pronunciarse favorablemente sobre una solicitud, notificará en ese sentido al Banco de Fomento Agropecuario e indicará el tipo de interés y el período de reembolso que regirá para el préstamo que se propone. Las tasas de interés serán similares a las que prevalezcan en el Perú para préstamos comparables y los vencimientos serán compatibles con los fines de la financiación.

(5) Dentro de sesenta días posteriores al recibo del aviso que AID está dispuesta a pronunciarse favorablemente sobre una solicitud, el Banco de Fomento Agropecuario indicará a AID si tiene o no tiene objeción que hacer al préstamo propuesto. Si dentro del período de sesenta días AID no recibiera dicha comunicación del Banco de Fomento Agropecuario, quedará entendido que el Banco de Fomento Agropecuario no tiene objeción que hacer la préstamo propuesto. Cuando AID apruebe o rechace el préstamo propuesto, notificará al Banco de Fomento Agropecuario.

(6) Si dentro de tres años desde la fecha de este Acuerdo, los soles consignados para préstamos conforme al Artículo 104 (e) de la Ley no hayan sido utilizados debido a que AID no ha aprobado dicho préstamo, o debido a que el préstamo no es mutuamente aceptable para AID y el Banco de Fomento Agropecuario, el Gobierno de los Estados Unidos podrá utilizar dichos soles para cualquier otro propósito autorizado por el Artículo 104 de la Ley.

C.– Para un préstamo al Gobierno del Perú conforme al Artículo 104 (g) dé la Ley, para un préstamo a la Universidad Naciónal Agraria de La Molina, y cualquier otros usos que el Gobierno de los Estados Unidos y el Gobierno del Perú acuerden para dicho préstamo, 55 por ciento de los soles que se acumulen conforme al Acuerdo. Los términos y condiciones del préstamo así como otras disposiciones serán estipuladas en un convenio de préstamo separado. En el caso de que no se llegara a un acuerdo sobre el uso de los soles destinados a préstamos, dentro de tres años desde la fecha de este Acuerdo, el Gobierno de los Estados Unidos de América podrá utilizar dichos soles para cualquier otro propósito autorizado por el Artículo 104 de la Ley.

ARTICULO III

DEPOSITO EN SOLES

1.– El monto de soles a ser depositado a cuenta del Gobierno de los Estados Unidos de América será el equivalente al valor de las ventas en dólares de los productos y de los costos de transporte marítimo, reembolsados o financiados por el Gobierno de los Estados Unidos de América (excepto el costo extra de flete marítimo que resulte de la

that United States flag vessels be used) converted into Peruvian soles, as follows:

(a) At the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that the present unitary system of exchange applying to all foreign exchange transactions is maintained by the Government of Peru, or

(b) If the present unitary exchange system for foreign exchange transactions is modified, it will be necessary to fix at appropriate dates a rate of exchange agreed upon between the Government of Peru and the Government of the United States of America.

2. In the event that any subsequent agricultural commodities agreement or agreements should be signed by the two Governments under the Act, any refunds of Peruvian soles which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent agricultural commodities agreement in effect at the time of the refund.

3. Any refunds of Peruvian soles which may be due or become due under any prior agricultural commodities agreement under the Act for which undisbursed funds are no longer available in the accounts of the United States Disbursing Officer in Peru will be made by the Government of the United States of America from funds available under this Agreement.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Peru will take all possible measures to prevent the resale 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, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales or purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of

exigencia de que se utilicen barcos de bandera de los Estados Unidos) convertido en soles de la siguiente manera:

(a) A razón del cambio de dólar aplicable a transacciones comerciales sobre importación, en las fechas de desembolsos en dólares por los Estados Unidos, siempre que el Gobierno del Perú mantenga el sistema actual de cambio unitario fijado para todas las transacciones de cambio extranjero, o

(b) Si se modificase el sistema de cambio unitario vigente para transacciones de cambio extranjero, se deberá fijar un tipo de cambio en fechas que se señalen de mutuo acuerdo entre el Gobierno del Perú y el Gobierno de los Estados Unidos.

2.– En caso de que cualquier convenio o convenios adicionales sobre productos agrícolas debiera ser firmado por los dos Gobiernos conforme la Ley, cualquier rembolso de soles que se deba vencerse o que esté por deber según este Acuerdo más de dos años desde la fecha en que entró en vigencia este Convenio, sería abonado por el Gobierno de los Estados Unidos de los fondos disponibles del Acuerdo sobre productos agrícolas más reciente y vigente en la fecha del reembolso.

3.– Cualquier reembolso de soles que esté por vencerse o que venza bajo algún previo convenio sobre productos agrícolas conforme a la Ley, y para el cual no existen fondos disponibles en la cuenta del Tesorero de la Embajada de los Estados Unidos en el Perú, será pagado por el Gobierno de los Estados Unidos de los fondos disponibles según este Acuerdo.

Articulo IV

COMPROMISOS GENERALES

1.– El Gobierno del Perú tomará todas las medidas posibles para prevenir la reventa o reembarque a otros países, u otros usos que no sean domésticos, de los productos agrícolas comprados de conformidad con las disposiciones de este Acuerdo (salvo que dicha reventa, reembarque o uso sean específicamente aprobados por el Gobierno de los Estados Unidos de América); para evitar la exportación de cualquier producto de origen doméstico o extranjero que sea igual o parecido a los productos comparados según este Acuerdo durante el período que empieza a partir de la fecha de este Acuerdo venciendo en la fecha final en que estos productos sean recibidos y utilizados, (salvo que dicha exportación sea especificamente aprobada por el Gobierno de los Estados Unidos), y para asegurar que la compra de productos en virtud de este Acuerdo no resulten en un aumento de las disponibilidades de ellos o de articulos semejantes para las naciones que no sean amigas de los Estados Unidos.

2.– Los dos Gobiernos tomarán precauciones razonables para asegurarse que todas las ventas o compras de productos agricolas conforme a este Acuerdo no desplazarán las ventas que los Estados

America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Peru will furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to the arrival and condition of commodities and provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

ARTICLE V

CONSULTATION

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

ARTICLE VI

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

DONE at Lima in duplicate this 13th day of February 1964.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

J. WESLEY JONES

J. Wesley Jones

Unidos acostumbre efectuar de esos productos en los mercados o desorganicen indebidamente los precios mundiales de los productos agricolas o las disposiciones normales de comercio con paises amigos.

3.– Al llevar a efecto este Acuerdo los dos Gobiernos buscarán de asegurar condiciones comerciales que permitan a los comerciantes particulares operar eficazmente y pondrán en juego sus mejores esfuerzos para desarrollar y aumentar la continua demanda de productos agricolas en el mercado.

4.– El Gobierno del Perú suministrará, a solicitud del Gobierno de los Estados Unidos de América, información sobre el progreso del programa, particularmente respecto a la llegada y condición de los productos y disposiciones para mantener las colocaciones usuales en los mercados, asi como información relacionada con exportaciones de los mismos productos o productos semejantes.

ARTICULO V

CONSULTAS

A solicitud de cualquiera de ellos, los dos Gobiernos se consultarán sobre cualquier asunto relativo a la aplicación de este Acuerdo o a la ejecución de arreglos efectuados conforme a este Acuerdo.

ARTICULO VI

VIGENCIA

Este Acuerdo entrará en vigencia tan luego haya sido suscrito.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados con tal propósito, han suscrito el presente Acuerdo.

HECHO en Lima, en duplicado, a los trece días del mes de febrero de mil novecientos sesenticuatro.

POR EL GOBIERNO DEL PERU

F SCHWALB L A

Fernando Schwalb L. A.

[SEAL] [SEAL]

EXCHANGES OF NOTES

EMBASSY OF THE
UNITED STATES OF AMERICA
Lima, February 13, 1964

No. 330

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today by the representatives of our two Governments and to confirm my Government's understanding of the agreement reached with respect to the use of the soles accruing under the subject agreement and with respect to usual marketings.

For the purposes of Section 104(a) and 104(h) of the Act, the Government of Peru will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of Peruvian soles: For 104(a) purposes, $173,800 or two percent of the Peruvian soles accruing under the agreement, whichever is the greater, for 104(h) purposes and for the purposes of the Mutual Exchange Act of 1961,[1] up to $135,000 worth of Peruvian soles. Currencies obtained through these provisions will be utilized in the case of Section 104(a) to finance agricultural market development activities in other countries and in the case of 104(h) to finance educational exchange programs and activities in other countries.

The Government of the United States may utilize Peruvian soles in Peru to pay for international travel originating in Peru or originating outside Peru when the travel (including connecting travel) is to or through Peru, and for travel within the United States of America and other areas outside Peru when the travel is part of a trip in which the traveler travels from, to or through Peru. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which soles may be utilized shall not be limited to services provided by Peruvian transportation facilities.

I also wish to confirm my Government's understanding that imports of agricultural commodities under the subject agreement shall be over and above usual commercial imports from the United States and other free world sources during the July 1, 1963–June 30, 1964 fiscal year of a minimum of 6,000 metric tons of edible vegetable oil of which a minimum of 4,000 metric tons shall be from the United States; 20,000 metric tons of rice of which a minimum of 10,000 metric tons shall be from the United States; and 365,000 metric tons of wheat and/or wheat flour.

I shall appreciate receiving your Excellency's confirmation of the above understandings.

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[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

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

J WESLEY JONES

His Excellency
Dr. FERNANDO SCHWALB LÓPEZ ALDANA,
Minister of Foreign Relations,
Lima.

MINISTERIO DE RELACIONES EXTERIORES

Nº (H) 6-3/37

LIMA, *13 de febrero de 1964.*

EXCELENCIA:

Tengo a honra referirme al Acuerdo sobre Productos Agrícolas suscrito en la fecha entre el Gobierno del Perú y el Gobierno de los Estados Unidos de América y confirmar la interpretación de mi Gobierno del acuerdo a que se ha llegado sobre la utilización de los soles provenientes de dicho acuerdo y sobre ventas en los mercados de costumbre.

El Gobierno del Perú conviene en otorgar, a solicitud del Gobierno de los Estados Unidos de América, facilidades para la conversión a monedas distintas del dólar de las siguientes sumas en soles peruanos: para financiar actividades relacionadas con el desarrollo de mercados agrícolas en otros países, $ 173,800 o el dos por ciento del monto en soles peruanos provenientes del acuerdo, cualquiera de las dos sumas que resulte mayor; y para financiar programas de intercambio educativo en otros países y para los fines de la Ley de Intercambio Mutuo de 1961, hasta un monto de soles peruanos equivalentes a $ 135,000. El Gobierno de los Estados Unidos de América podrá también utilizar soles peruanos en el Perú para el pago de viajes internacionales en la forma indicada en la Nota de Vuestra Excelencia de la fecha.

También deseo confirmar la interpretación de mi Gobierno de que las importaciones de productos agrícolas conforme al acuerdo citado serán además de las importaciones comerciales de costumbre procedentes de los Estados Unidos de América y otras fuentes del mundo libre durante el año fiscal comprendido entre el 1 de julio de 1963 y el 30 de junio de 1964 de un mínimo de 6,000 toneladas métricas de aceite comestible de las cuales un mínimo de 4,000 toneladas serán de los Estados Unidos de América; 20,000 toneladas métricas de arroz de las cuales un mínimo de 10,000 toneladas serán de los Estados Unidos de América; y 365,000 toneladas métricas de trigo y/o harina de trigo.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi distinguida consideración.

F SCHWALB L A

Al Excelentísimo Señor
J. WESLEY JONES,
Embajador de los Estados Unidos de América
Ciudad.

Translation

MINISTRY FOR FOREIGN RELATIONS

No. (H) 6-3/37 LIMA, *February 13, 1964*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement concluded today between the Government of Peru and the Government of the United States of America and to confirm my Government's understanding of the agreement reached with respect to the use of the soles accruing under the subject agreement and with respect to sales in the usual markets.

The Government of Peru agrees to provide, upon request of the Government of the United States of America, facilities for conversion into non-dollar currencies of the following amounts of Peruvian soles: to finance agricultural market development activities in other countries, $173,800 or two percent of the sum in Peruvian soles accruing under the agreement, whichever of the two sums is the greater, and to finance education exchange programs in other countries and for the purposes of the Mutual Exchange Act of 1961, up to $135,000 worth of Peruvian soles. The Government of the United States of America may also utilize Peruvian soles in Peru to pay for international travel in the manner indicated in Your Excellency's note of this date.

I also wish to confirm my Government's understanding that imports of agricultural commodities under the subject agreement shall be over and above the usual commercial imports from the United States of America and other free world sources during the July 1, 1963–June 30, 1964 fiscal year of a minimum of 6,000 metric tons of edible oil of which a minimum of 4,000 tons shall be from the United States of America; 20,000 metric tons of rice of which a minimum of 10,000 tons shall be from the United States of America; and 365,000 metric tons of wheat and/or wheat flour.

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

F SCHWALB L A

His Excellency
J. WESLEY JONES,
Ambassador of the
United States of America,
City.

EMBASSY OF THE
UNITED STATES OF AMERICA
Lima, February 13, 1964

No. 345

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today by the representatives of our two Governments and to confirm my Government's understanding of the agreement reached with respect to the furnishing of information relative to the shipment of commodities under this agreement.

With regard to paragraph 4 Article IV of the agreement, the Government of Peru agrees to furnish quarterly the following information in connection with each shipment of commodities received under this Agricultural Commodities Agreement: The name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition, the Government of Peru agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished (b) assurances that the program will not result in increased availability of the same or like commodities to other nations and (c) a statement by the Government of Peru showing progress made toward fulfilling commitments on usual marketings accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same or like those imported under this agreement.

I shall appreciate receiving your Excellency's confirmation of the above understandings.

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

J WESLEY JONES

His Excellency
Dr. FERNANDO SCHWALB LÓPEZ ALDANA,
Minister of Foreign Relations,
Lima.

33-259 O-64-14

MINISTERIO DE RELACIONES EXTERIORES

N° (H) 6-3/38 LIMA, *13 de febrero de 1964*

EXCELENCIA:

En respuesta a la atenta Nota de Vuestra Excelencia, N°. 345, del día de hoy, tengo a honra referirme al debido cumplimiento del párrafo (4), Artículo IV, del Acuerdo sobre Productos Agrícolas, suscrito en la fecha entre los Gobiernos del Perú y de los Estados Unidos de América.

El Gobierno del Perú conviene en proporcionar las informaciones requeridas, es decir: nombre del vapor; fecha de llegada; puerto de entrada; producto y cantidad recibidos; condición en que ha llegado el producto; fecha en que terminó la descarga; y destino que se ha dado a la carga, es decir, si fué almacenada, distribuída en la localidad o, si fué embarcada, hacia qué punto se le embarcó.

Además el Gobierno del Perú conviene en proporcionar trimestralmente: a) una indicación sobre las medidas que ha tomado para evitar la reventa o trasbordo de los artículos suministrados; b) seguridades de que el programa no dará como resultado que otros países dispongan de mayor cantidad de los mismos productos o de artículos semejantes; y c) una indicación del progreso logrado en el cumplimiento de compromisos de ventas usuales de dichos productos, acompañada de datos estadísticos sobre importaciones y exportaciones por países de origen o de destino de productos iguales o semejantes a los importados conforme a este Acuerdo.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi distinguida consideración.

F SCHWALB L A

Al Excelentísimo señor
J. WESLEY JONES,
Embajador de los Estados Unidos de América.
Ciudad.–

Translation

MINISTRY FOR FOREIGN RELATIONS

No. (H) 6-3/38 LIMA, *February 13, 1964*

EXCELLENCY:

In reply to Your Excellency's note No. 345 of this date, I have the honor to refer to the proper fulfillment of paragraph (4), Article IV, of the Agricultural Commodities Agreement concluded today between the Governments of Peru and the United States of America.

The Government of Peru agrees to furnish the information requested, namely: name of the vessel; date of arrival; port of entry; commodity and quantity received; condition in which the commodity was received; date on which the unloading was completed; and disposition of the cargo, i.e., whether it was stored, distributed locally or, if it was shipped, where it was shipped.

In addition, the Government of Peru agrees to furnish quarterly: (a) a statement of the measures it has taken to prevent the resale or transshipment of the commodities furnished; (b) assurances that the program will not result in increased availability of the same or like commodities to other countries; and (c) a statement of the progress made toward fulfilling commitments on usual sales of such commodities, accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under this agreement.

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

F SCHWALB L A

His Excellency
J. WESLEY JONES,
Ambassador of the
Unites States of America,
City.

MEXICO

Weather Stations: Continuation of Cooperative Meteorological Program

Agreement effected by exchange of notes
Signed at México February 14, 1964;
Entered into force February 14, 1964;
Operative January 1, 1964.
With memorandum of understanding.

The American Chargé d'Affaires ad interim to the Mexican Minister for Foreign Relations

No. 1134 MEXICO, D.F., *February 14, 1964*

EXCELLENCY:

I have the honor to refer to the Cooperative Meteorological Program between the Government of the United States of America and the Government of the United Mexican States for the establishment and operation of surface, winds aloft, and radiosonde observation stations in Mexico and to the Agreement between our two Governments regarding the Program effected by an exchange of notes on August 23 and 29, 1957,[1] as extended and amended August 8, 1962[2] and March 15, 1963.[3]

Considering the mutual benefits derived from the Cooperative Meteorological Program, I have the honor to propose its continuation beyond the termination date of said Agreement upon the following terms:

1. Name of the Project. The project to be carried out under the present Agreement shall be known as the Mexican-United States Cooperative Project for Meteorological Observations.
2. Cooperating Agencies. The cooperating agencies shall be, (1) for the Government of the United States of America, the Weather Bureau, Department of Commerce, hereinafter referred to as the "United States Cooperating Agency", and, (2) for the Government of the United Mexican States, the Dirección General de Geografía y Meteorología, Department of Agriculture and Animal

[1] TIAS 3905; 8 UST 1537.
[2] TIAS 5139; 13 UST 1877.
[3] TIAS 5327; 14 UST 377.

Husbandry, hereinafter referred to as the "Mexican Cooperating Agency".

3. General Purposes. The general purposes of the present Agreement shall be as follows:

   (a) To provide for the establishment, operation, and maintenance of meteorological stations at locations in Mexican territory that are suitable from the technical standpoint and selected by mutual arrangement between the Cooperating Agencies, in accordance with paragraph 8 of this Agreement, for the purpose of securing data by systematic observations of weather conditions at the earth's surface and in the atmosphere, and such special meteorological observations as may be needed for research and in emergency situations created by meteorological phenomena, such as disturbances, storms, and cyclones.

   (b) To provide for the daily exchange of surface and upper-air observations between the two Cooperating Agencies for the use of their respective countries in the preparation of weather forecasts, including hurricane warnings, and for meeting the needs of international aviation.

4. Title to Property. Title to all personal property purchased with funds supplied by the United States Cooperating Agency shall remain vested in that Agency, and title to all personal property acquired by the Mexican Cooperating Agency shall remain vested in that Agency.

5. Expenses. All expenses incurred by the United States Cooperating Agency shall be paid directly by the Government of the United States of America, and all expenses incident to the obligations assumed by the Mexican Cooperating Agency shall be paid directly by the Government of the United Mexican States.

6. Exemption from Duties and Taxes.

   (a) All supplies and equipment brought into Mexico by the Government of the United States of America for the purposes of this Agreement shall be free of taxes and customs duties.

   (b) The Government of the United Mexican States will grant the functionaries of the Government of the United States of America who are citizens of that country and commissioned by its Government for work related to the present Agreement the same treatment regarding taxes as is established in Article III of the existing Consular Convention between the United States of America and Mexico, signed on August 12, 1942.[1] The Government of the United Mexican States will also grant such func-

[1] TS 985; 57 Stat. 804.

tionaries and the members of their families who are nationals of the United States of America the same treatment with regard to customs duties as is established in Article IV of said Consular Convention.

7. Liabilities. Functionaries and employees of the Meteorological Cooperative Project whose salaries are paid by the United States Cooperating Agency shall be considered as being solely functionaries and employees of said Agency. The Mexican Cooperating Agency and its functionaries and employees shall be held harmless from any liability whatsoever resulting from the use of station equipment, including vehicles, by the United States functionaries and employees. Functionaries and employees whose salaries are paid by the Mexican Cooperating Agency shall be considered as being solely functionaries an employees of the Mexican Cooperating Agency. The United States Cooperating Agency and its functionaries and employees shall be held harmless from any liability whatsoever resulting from the use of station equipment, including vehicles, by the functionaries and employees of the Mexican Cooperating Agency.

8. Technical Specifications Concerning Operation. The technical details necessary for carrying out the Project are set forth in the attached Memorandum of Understanding between the Cooperating Agencies, which has been approved by our two Governments and shall, therefore, become operative on the same date the present Agreement becomes operative.

   Any additions to or changes in the attached Memorandum of Understanding, which may be mutually agreed upon by the Cooperating Agencies, shall enter into force when approved through diplomatic channels by the Government of the United States of America and the Government of the United Mexican States.

   Meteorological stations established in the territory of the United Mexican States and meteorological work carried out in that territory shall always be under the direction and authority of the Mexican functionaries.

9. Term. The present Agreement shall remain in force until December 31, 1965. It shall be subject to termination by either Government by giving to the other Government notice in writing sixty days in advance.

I have the honor to propose that this note and Your Excellency's reply concurring in the proposals contained herein shall constitute an Agreement between our two Governments, which shall enter into force on the date of your reply, and shall be considered as having been operative as of January 1, 1964.

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

C A BOONSTRA

C. A. Boonstra
Chargé d'Affaires ad interim

His Excellency
MANUEL TELLO,
Minister for Foreign Relations,
Mexico, D.F.

MEMORANDUM OF UNDERSTANDING

The Direccion General de Geografia y Meteorologia, of the Department of Agriculture and Animal Husbandry, hereinafter referred to as the Mexican Cooperating Agency, and the United States Weather Bureau, Department of Commerce, hereinafter referred to as the United States Cooperating Agency, agree to the following in accordance with paragraph 8 of the Agreement to which the present Memorandum of Understanding is an annex:

1. – Name of the Undertaking: The project carried on under this Memorandum of Understanding shall be known as "The Mexican-United States Cooperative Project for Meteorological Observations".

2. – Conduct of Work: The meteorological observations provided for by this Memorandum of Understanding shall be carried out by the Mexican Cooperating Agency with such advice and assistance from the United States Cooperating Agency as is described herein and as may subsequently be agreed between the two Agencies.

3. – Specific Undertakings on the part of the Mexican Cooperating Agency:

The Mexican Cooperating Agency agrees:

a) To provide the necessary personnel, office quarters, and facilities, including heat, water, light, and electric power, for the maintenance and operation of the meteorological stations listed below.

b) To conduct the meteorological programs set out below at the standard times shown and, in addition, such special meteorological observations as may be needed for research and in emergency situations created by meteorological phenomena, such as disturbances, storms, and cyclones:

Station	Program of Observations			
	00Z	06Z	12Z	18Z
a. Chihuahua	RWS*	P	RWS*	P
b. Empalme (Guaymas)	RWS*	P	RWS*	P
c. Guadalupe	P	P	P	P
d. La Paz	P	P	P	P
e. Merida	RWS	(P)	RWS	(P)
f. Monclova	P	P	P	P
g. Monterrey	RWS*	(P)	RWS*	(P)
h. Mazatlan	RWS	(P)	RWS*	(P)
i. Soto la Marina	P	P	P	P
j. Tacubaya	RWS	(P)	RWS*	(P)
k. Torreon	P	P	P	P
l. Veracruz	RWS	(P)	RWS*	(P)

Notes: (1) RWS denotes one rawinsonde observation.

(2) P denotes one pilot balloon observation.

(3) The programs listed in brackets are being carried out by another agency of the Mexican Government and are at this time outside the purview of this Memorandum of Understanding. They are shown here for completeness of information only.

(4) The programs shown with an asterisk (*) are not being undertaken at the date of signing of this Memorandum.

c) Both Cooperating Agencies recognize the advantages of the full program of observations in each category, as recommended by the World Meteorological Organization. As additional supplies and personnel become available, the frequency of observations will be increased accordingly by agreement between the two Cooperating Agencies.

d) All observations are to be taken and transmitted in accordance with the appropriate international recommendations of the World Meteorological Organization and those of the technical manuals of the United States Cooperating Agency.

e) To provide the necessary communications facilities for expeditious and reliable collection of the observations from the stations listed under 3.b), and to transmit the reports of all observations specified under 3.b) as soon as practicable by any telecommunications facilities to the United States meteorological communications centers, as mutually agreed upon by the two Cooperating Agencies, for relay to the regional broadcast centers for further international distribution.

f) To provide the United States Cooperating Agency with copies of rawinsonde and pilot balloon records, on forms agreed upon by the Cooperating Agencies of the two Governments; and to make available to the United States Cooperating Agency the rawinsonde graphs for reference purposes.

g) To provide the United States Cooperating Agency with copies of any tables of data, papers, or studies published by the Mexican cooperating Agency in which appears data from the observations of the Mexican cooperative stations.

h) To provide an office for the United States technical representative, and space for the storage of meteorological equipment and supplies, at the Headquarters of the Mexican Cooperating Agency.

i) To provide at Monterrey, Chihuahua and Empalme (Guaymas) working space for the United States electronics technician and space for the necessary supplies.

j) To provide a meteorological technician to work in close cooperation with the United States technical representative in Mexico City in the cooperative program.

4. – Specific Undertakings on the part of the United States Cooperating Agency:

The United States Cooperating Agency agrees:

a) To assume responsibility for, and pay the cost of, installing and servicing the meteorological equipment supplied to the stations listed under 3.b) of this Memorandum.

b) To provide the necessary instrumental equipment and supplies, including radio tracking and recording equipment, radome, generator and chemicals for producing hydrogen gas, standby electric power generators, radiosondes, balloons, parachutes, and forms, for the maintenance and operation of the meteorological stations listed under 3.b) of this Memorandum.

c. In addition, to provide, erect, and install the prefabricated structures for the inflation and tracking facilities required at Monterrey, Chihuahua, and Empalme (Guaymas). The United States Cooperating Agency will retain title to these structures as they are of a temporary and removable nature and are consequently personal property.

d) To pay for the transportation of equipment, spare parts, and supplies from the United States to the Mexican meteorological stations listed under paragraph 3.b) of this Memorandum.

e) To assign a United States technical representative to the Headquarters of the Mexican Cooperating Agency to assist in the carrying out of the cooperative program.

f) To assign an electronics technician to each of the cooperative stations at Empalme (Guaymas), Chihuahua, and Monterrey for the maintenance of the equipment and the training of the personnel, under the general direction of the United States technical representative in Mexico City.

5. – Participation on the part of either Cooperating Agency in the projects provided for under this Memorandum shall be subject to the availability of funds appropriated by the legislative bodies of the respective Governments.

6. – This Memorandum of Understanding shall be considered in force from January 1, 1964.

MEXICO, D.F. *February 14, 1964*

For the Weather Bureau, Department of Commerce of the United States of America.	For the Direccion General de Geografia y Meteorologia Secretaria de Agricultura y Ganaderia de los Estados Unidos Mexicanos
C A BOONSTRA	I J MAS
C. A. Boonstra	Ing. Juan Mas Sinta

The Mexican Minister for Foreign Relations to the American Chargé d'Affaires ad interim

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

501552 MÉXICO, D. F., *a 14 de febrero de 1964.*

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el honor de acusar a Vuestra Señoría recibo de su atenta nota número 1134 fechada el día de hoy, que en su traducción al español dice lo siguiente:

"Tengo el honor de hacer referencia al Programa Cooperativo de Meteorología entre el Gobierno de los Estados Unidos de América y el Gobierno de los Estados Unidos Mexicanos para el establecimiento y operación de estaciones de observación en la superficie, en el aire, y de radiosondeo en México, y al Acuerdo relativo al Programa celebrado entre nuestros dos Gobiernos mediante canje de notas fechadas el 23 y el 29 de agosto de 1957, prorrogado y modificado el 8 de agosto de 1962 y el 15 de marzo de 1963.

Tomando en cuenta los beneficios mutuos que se han derivado del Programa Cooperativo de Meteorología, tengo el honor de proponer la continuación de éste después de la fecha de la terminación de dicho Acuerdo con base en los siguientes principios:

1.– Nombre del Proyecto.– El proyecto que se llevará a cabo conforme al presente Acuerdo, será conocido con el nombre de Proyecto México-Estados Unidos de Cooperación para Observaciones Meteorológicas.

2.– Dependencias Cooperativas.– Las Dependencias Cooperativas serán (1) por el Gobierno de los Estados Unidos de América, la Oficina Meteorológica, Departamento de Comercio, que de aquí en adelante se denominará "Dependencia Cooperativa de los Estados Unidos", y

(2) por el Gobierno de los Estados Unidos Mexicanos, la Dirección General de Geografía y Meteorología de la Secretaría de Agricultura y Ganadería, que de aquí en adelante se denominará "Dependencia Cooperativa Mexicana".

3.– Propósitos Generales.– Los propósitos generales del presente Acuerdo son los siguientes:

(a) Proveer el establecimiento, operación y mantenimiento de estaciones meteorológicas en sitios adecuados, desde el punto de vista técnico, del territorio mexicano, designados por mutuo entendimiento entre las Dependencias Cooperativas, conforme a lo establecido en el párrafo 8 del presente Acuerdo, con el propósito de obtener datos mediante observaciones sistemáticas de las condiciones del tiempo en la superficie terrestre y en la atmósfera, y aquellas observaciones meteorológicas especiales que puedan necesitarse para investigaciones y también en casos de emergencia de fenómenos meteorológicos, tales como perturbaciones, tempestades y ciclones.

(b) Proveer el intercambio diario de las observaciones en la superficie y en el aire entre las dos Dependencias Cooperativas para uso de sus respectivos países en la preparación de pronósticos del tiempo, incluyendo avisos de huracanes, y para satisfacer las necesidades de la aviación internacional.

4.– Títulos de Propiedad.– El título de propiedad de toda pertenencia mueble adquirida con fondos suministrados por la Dependencia Cooperativa de los Estados Unidos continuará correspondiendo a esa Dependencia, y el título de propiedad de toda pertenencia mueble adquirida por la Dependencia Cooperativa Mexicana continuará correspondiendo a esa misma Dependencia.

5.– Erogaciones.– Todas las erogaciones en que incurra la Dependencia Cooperativa de los Estados Unidos serán pagadas directamente por el Gobierno de los Estados Unidos de América y todas las erogaciones que se deriven de las obligaciones asumidas por la Dependencia Cooperativa Mexicana serán pagadas directamente por el Gobierno de los Estados Unidos Mexicanos.

6.– Franquicias de Derechos e Impuestos.–

(a) Los materiales y equipos introducidos a México por el Gobierno de los Estados Unidos de América para los fines de este Acuerdo, estarán libres de impuestos y derechos aduanales,

(b) El Gobierno de los Estados Unidos Mexicanos concederá a los funcionarios del Gobierno de los Estados Unidos de América, que sean ciudadanos de ese país y comisionados por su Gobierno para trabajos relacionados con el presente Acuerdo, el mismo tratamiento con respecto a impuestos que el establecido en el Artículo III de la Convención Consular vigente firmada el 12 de agosto de 1942 entre México y los Estados Unidos de América. Además, el Gobierno de los Estados Unidos Mexicanos concederá a tales funcionarios y a los

miembros de sus familias que sean nacionales de los Estados Unidos de América, el mismo tratamiento con respecto a derechos aduanales que el establecido en el Artículo IV de dicha Convención Consular.

7.– Responsabilidades.– Los funcionarios y empleados del Proyecto de Cooperación Meteorológica cuyos sueldos sean cubiertos por la Dependencia Cooperativa de los Estados Unidos, serán considerados como funcionarios y empleados exclusivos de dicha Dependencia. La Dependencia Cooperativa Mexicana y sus funcionarios y empleados serán exonerados de cualquier responsabilidad que se derive del uso por los funcionarios y empleados de los Estados Unidos de América del equipo de las estaciones, incluyendo los vehículos. Los funcionarios y empleados cuyos sueldos sean cubiertos por la Dependencia Cooperativa Mexicana serán considerados como funcionarios y empleados exclusivos de la Dependencia Cooperativa Mexicana. La Dependencia Cooperativa de los Estados Unidos y sus funcionarios y empleados serán exonerados de cualquier responsabilidad que se derive del uso por los funcionarios y empleados de la Dependencia Cooperativa Mexicana del equipo de las estaciones, incluyendo los vehículos.

8.– Especificaciones Técnicas de Operación.– Los detalles técnicos necesarios para llevar a cabo el Proyecto, están especificados en el Memorándum de Entendimiento entre las Dependencias Cooperativas, anexo a esta Nota, el cual ha sido aprobado por nuestros dos Gobiernos y por consiguiente entrará en vigor en la misma fecha del presente Acuerdo.

Las adiciones o reformas al anexo Memorándum de Entendimiento, propuestas de común acuerdo por las Dependencias Cooperativas entrarán en vigor cuando fueren aprobadas, a través de los conductos diplomáticos, por los Gobiernos de los Estados Unidos Mexicanos y de los Estados Unidos de América.

Las estaciones meteorológicas que se establezcan en el territorio de los Estados Unidos Mexicanos y los trabajos meteorológicos que se realicen en el mismo territorio estarán siempre bajo la dirección y autoridad de los funcionarios mexicanos.

9.– Vigencia.– El presente Acuerdo permanecerá vigente hasta el 31 de diciembre de 1965. Cualquiera de los dos Gobiernos puede darlo por terminado mediante notificación por escrito al otro Gobierno, con 60 días de anticipación.

Tengo el honor de proponer que esta nota y la nota de respuesta de Vuestra Excelencia indicando conformidad con las propuestas que aquí se exponen, constituirán un Acuerdo entre nuestros dos Gobiernos, que entrará en vigor en la fecha de la nota de respuesta de Vuestra Excelencia; y se considerará que ha surtido efectos desde el 1o. de enero de 1964."

En respuesta a la atenta nota de Vuestra Señoría arriba transcrita, tengo el agrado de comunicarle que el Gobierno de México acepta los

términos de la misma y por lo tanto, la nota número 1134 de Vuestra Señoría y la presente, constituyen un Acuerdo entre ambos Gobiernos para la continuación de un proyecto de cooperación meteorológica en México, que substituye al de 29 de agosto de 1957.

Aprovecho esta oportunidad para reiterar a Vuestra Señoría las seguridades de mi muy alta consideración.

MANUEL TELLO.

A Su Señoría
CLARENCE A. BOONSTRA
Encargado de Negocios a.i.
de los Estados Unidos de América,
Ciudad.

MEMORANDUM DE ENTENDIMIENTO.

La Dirección General de Geografía y Meteorología, de la Secretaría de Agricultura y Ganadería, que en lo sucesivo se denominará Dependencia Cooperativa Mexicana, y la Oficina Meteorológica de los Estados Unidos, Departamento de Comercio, a la que en lo sucesivo se denominará Dependencia Cooperativa de los Estados Unidos, convienen en lo siguiente, de conformidad con el inciso 8 del Acuerdo del que es Anexo el presente Memorándum de Entendimiento.

1.– Nombre de la empresa: El proyecto llevado a cabo de conformidad con el presente Memorándum de Entendimiento será conocido como "Proyecto México-Estados Unidos de Cooperación para Observaciones Meteorológicas."

2.– Realización del trabajo: Las observaciones meteorológicas estipuladas en el presente Memorándum de Entendimiento serán realizadas por la Dependencia Cooperativa Mexicana con la asesoría y ayuda de la Dependencia Cooperativa de los Estados Unidos prevista en el presente Memorándum y tal como posteriormente lo convengan las dos Dependencias.

3.– Compromisos específicos por parte de la Dependencia Cooperativa Mexicana:

La Dependencia Cooperativa Mexicana conviene en:

a.– Suministrar el personal, las oficinas y las facilidades necesarias, incluyendo calefacción, agua, luz y energía eléctrica, para el mantenimiento y operación de las estaciones meteorológicas en los lugares abajo enumerados.

b.– Llevar a cabo los programas meteorológicos enseguida especificados en las horas reglamentarias indicadas y, fuera de éstas, aquellas observaciones meteorológicas especiales que puedan necesitarse para

investigaciones y también en casos de emergencia a causa de fenómenos meteorológicos, tales como perturbaciones, tempestades y ciclones.

Estación	Programa de Observaciones			
	00Z	06Z	12Z	18Z
a. Chihuahua	RWS*	P	RWS*	P
b. Empalme (Guaymas)	RWS*	P	RWS*	P
c. Guadalupe	P	P	P	P
d. La Paz	P	P	P	P
e. Mérida	RWS	(P)	RWS	(P)
f. Monclova	P	P	P	P
g. Monterrey	RWS*	(P)	RWS*	(P)
h. Mazatlán	RWS	(P)	RWS*	(P)
i. Soto la Marina	P	P	P	P
j. Tacubaya	RWS	(P)	RWS*	(P)
K. Torreón	P	P	P	P
l. Veracruz	RWS	(P)	RWS*	(P)

Notas:

1) RWS significa una observación de radiosondeo–viento.

2) P significa una observación con globo piloto.

3) Los programas marcados entre paréntesis son llevados a cabo por otra Dependencia del Gobierno Mexicano y actualmente quedan fuera del alcance del presente Memorándum de Entendimiento. Se señalan aquí únicamente para disponer de una información completa.

4) Los programas marcados con un asterisco (*) no están en funcionamiento en la fecha de firma del presente Memorándum.

c) Ambas Dependencias Cooperativas reconocen las ventajas del programa completo de observaciones en cada categoría, tal como lo recomienda la Organización Meteorológica Mundial. A medida que se disponga de suministros y personal adicionales, la frecuencia de las observaciones se aumentará proporcionalmente, mediante acuerdo entre las dos Dependencias Cooperativas.

d) Todas las observaciones deben ser hechas y transmitidas siguiendo las disposiciones internacionales sobre la materia de la Organización Meteorológica Mundial y de los Manuales Técnicos de la Dependencia Cooperativa de los Estados Unidos.

e) Dar las facilidades necesarias de comunicaciones para un cómputo rápido y eficaz de las observaciones desde las estaciones enumeradas en la lista contenida en el párrafo (3.b), y transmitir mediante cualesquiera sistema de telecomunicaciones los informes de todas las observaciones especificadas en el párrafo (3.b) tan pronto como sea factible, a los centros de comunicaciones meteorológicas de los Estados Unidos, según convengan las dos Dependencias Cooperativas, a fin de que sean retransmitidos a los centros regionales de radiodifusión para ulterior distribución internacional.

f) Suministrar a la Dependencia Cooperativa de los Estados Unidos, en las formas convenidas entre las Dependencias Cooperativas de

ambos Gobiernos, las copias de los registros de radiosondeo-viento, así como de las de globo piloto, y poner a disposición de la Dependencia Cooperativa de los Estados Unidos las gráficas de radiosondeo-viento para su consulta.

g) Proporcionar a la Dependencia Cooperativa de los Estados Unidos copia de todo cuadro de datos, escrito o estudio que publique la Dependencia Cooperativa Mexicana, en que aparezcan datos provenientes de las observaciones hechas en estaciones cooperativas mexicanas.

h) Proporcionar oficina para el representante técnico de los Estados Unidos y local para el almacenamiento del equipo y suministros meteorológicos en la oficina central de la Dependencia Cooperativa Mexicana.

i) Proporcionar en Monterrey, Chihuahua y Empalme (Guaymas) oficina para el trabajo del técnico electrónico de los Estados Unidos y local para los suministros necesarios.

j) Suministrar un técnico en meteorología para que trabaje en estrecha cooperación con el representante técnico de los Estados Unidos en la ciudad de México, en el programa cooperativo.

4.– Compromisos específicos por parte de la Dependencia Cooperativa de los Estados Unidos:

La Dependencia Cooperativa de los Estados Unidos conviene en:

a.– Asumir la responsabilidad de la instalación y funcionamiento del instrumental meteorológico de las estaciones enumeradas en el párrafo (3.b) del presente Memorándum y pagar los costos respectivos.

b.– Proveer el equipo instrumental y suministros necesarios, incluyendo el rastreador radial y el equipo de grabación, el radome, el generador y los artículos químicos para la producción de gas de hidrógeno, los generadores eléctricos de emergencia, las radiosondas, los globos, los paracaídas y las formas, para el mantenimiento y la operación de las estaciones meteorológicas enumeradas en el párrafo (3.b) del presente Memorándum.

c.– Asimismo, suministrar, levantar e instalar las estructuras prefabricadas para el equipo de inflación y de rastreo que se requieran en Monterrey, Chihuahua y Empalme (Guaymas). El título de propiedad de estas estructuras continuará perteneciendo a la Dependencia Cooperativa de los Estados Unidos, por ser las mismas de carácter transitorio y removible, y por consiguiente una pertenencia mueble.

d.– Pagar el transporte del equipo, refacciones y suministros desde los Estados Unidos hasta las estaciones meteorológicas mexicanas enumeradas en el párrafo (3.b) del presente Memorándum.

e.– Asignar a un representante técnico de los Estados Unidos para las Oficinas Centrales de la Dependencia Cooperativa Mexicana a efecto de que ayude a la realización del programa cooperativo.

f.– Asignar a un técnico electrónico para cada una de las estaciones cooperativas en Empalme (Guaymas), Chihuahua y Monterrey para el mantenimiento del equipo y el adiestramiento del personal, bajo la

dirección general del representante técnico de los Estados Unidos en la Ciudad de México.

5.– La participación de cualquiera de las Dependencias Cooperativas en el Proyecto previsto en el presente Memorándum estará sujeta a la disponibilidad de los fondos que asignen las Cámaras Legislativas de los respectivos Gobiernos.

6.– Se considerará que el presente Memorándum de Entendimiento surte efectos desde el 1o. de enero de 1964.

MÉXICO, D. F., *a 14 de febrero de 1964.*

Por la Dirección General de Geografía y Meteorología de la Secretaría de Agricultura y Ganadería de los Estados Unidos Mexicanos.

I J MAS

Ing. Juan Mas Sinta

Por la Oficina Meteorológica Departamento de Comercio de los Estados Unidos de América.

C A BOONSTRA

C. A. Boonstra

Translation

MINISTRY FOR FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

501552

MÉXICO, D.F., *February 14, 1964*

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of your note No. 1134 of this date, which in Spanish translation reads as follows:

[For the English language text of the note and the memorandum of understanding, see *ante*, pp. 204–210.]

In reply to your note transcribed above, I am happy to inform you that the Government of Mexico accepts its terms and that, consequently, your note No. 1134 and this note constitute an agreement between the two Governments for the continuation of a meteorological cooperation project in Mexico, which supersedes the Agreement of August 29, 1957.

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

MANUEL TELLO.

Mr. CLARENCE A. BOONSTRA,
Chargé d'Affaires ad interim of the United States of America,
City.

SUDAN

Agricultural Commodities

Agreement signed at Khartoum March 2, 1964;
Entered into force March 2, 1964.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE SUDAN UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED.

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

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

Considering that the purchase for Sudanese pounds of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Sudanese pounds accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales as specified below, of agricultural commodities to the Republic of the Sudan pursuant to Title I of the Agricultural Trade Development and Assistance Act [1] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

33-259 O-64-15

ARTICLE I

SALES FOR SUDANESE POUNDS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of the Sudan of Purchase Authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance during calendar years 1964 and 1965 the sales for Sudanese pounds to purchasers authorized by the Government of the Republic of the Sudan, of the following agricultural commodities in the amounts indicated:

Commodity	Maximum Export Market Value (millions)
Wheat and/or wheat flour	$ 11.06
Ocean Transportation (estimated)	$ 2.18
Total	$ 13.24

2. Applications for Purchase Authorizations for $5.16 million of the wheat and/or wheat flour, the amount to be financed during calendar year 1964, and certain ocean transportation costs, will be made within 90 days after the effective date of this agreement.

3. The amounts to be financed in calendar year 1965 will be determined on the basis of an annual review to be made by the two Governments prior to the beginning of the year. The review shall take into account the United States stock position of each commodity, usual marketings, changes in the Republic of the Sudan production, consumption, stocks, imports and exports of these and related commodities, storage facilities, and other matters.

4. Purchase Authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Sudanese pounds accruing from such sale, and other relevant matters.

5. 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

USES OF SUDANESE POUNDS

The Sudanese pounds accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of

America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown.

A. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (s) of Section 104 of the Act, or under any of such subsections, 35 percent of the Sudanese pounds accruing pursuant to this agreement.

B. 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 Republic of the Sudan incident thereto, 15 percent of the Sudanese pounds accruing pursuant to this agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in the Republic of the Sudan for business development and trade expansion in the Republic of the Sudan and to United States firms and Sudanese firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of the Republic of the Sudan, acting through the Ministry of Finance and Economics (hereinafter referred to as the Ministry). The Minister of Finance and Economics of the Republic of the Sudan, or his designate, will act for the Government of the Sudan, and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Ministry of the indentity[1] 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.

(4) When AID is prepared to act favorably upon an application, it will so notify the Ministry and will indicate the interest rate and the re payment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in the Republic of the Sudan on comparable loans, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Ministry will indicate to AID whether or not it has any objection to the proposed loan. Unless within the sixty day period AID has received such a communication from the Ministry, it shall be understood that the Ministry has no objection

[1] Should read "identity".

to the proposed loan. When AID approves or declines the proposed loan it will notify the Ministry.

(6) In the event the Sudanese pounds set aside for loans under Section 104(e) of the Act are not advanced within four years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Ministry, the Government of United States of America may use the Sudanese pounds for any purpose authorized by Section 104 of the Act.

C. For a grant to the Government of the Republic of the Sudan under Section 104(e) of the Act, 15 percent of the Sudanese pounds accruing pursuant to this agreement, for financing such projects to promote balanced economic development as may from time to time be mutually agreed.

D. For a loan to the Government of the Republic of the Sudan under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of the Republic of the Sudan as may be mutually agreed, 35 percent of the Sudanese pounds accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Sudanese pounds for loan purposes under Section 104(g) of the Act within four years from the date of this agreement, the Government of the United States of America may use the Sudanese pounds for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF SUDANESE POUNDS

1. The amount of Sudanese pounds to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Sudanese pounds as follows:

(a) At the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Republic of the Sudan, or

(b) If more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from from time to time between the Government of the United States of America and the Government of the Republic of the Sudan.

2. Any refunds of the Sudanese pounds which may be due or become due under any prior agreement under the Act for which undisbursed funds are no longer available in the accounts of the United States' Disbursing Officer in the Republic of the Sudan will be made by the Government of the United States of America from funds available under this agreement. Any refunds of Sudanese pounds which may be due or become due under this agreement more than three years from the effective date of this agreement would, in the event that any subsequent agreement or agreements should be signed by the two Governments under the Act, be made by the Government of the United States of America from funds available from the most recent agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the Republic of the Sudan will take all possible measures to prevent the resale 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, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United Sates of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of the Sudan will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities, provisions for the maintenance of usual marketings, information relating to imports and exports of the same or like commodities.

ARTICLE V

CONSULTATIONS

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

ARTICLE VI

ENTRY INTO FORCE

This agreement shall enter into force upon signature.

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

DONE at Khartoum in duplicate this Second day of March, 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

[1]

FOR THE GOVERNMENT OF THE REPUBLIC OF THE SUDAN.

[2]

The American Ambassador to the Sudanese Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Khartoum, March 2, 1964.

No. 109

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Republic of the Sudan signed today and to state that my Government's understanding of agreement reached in conversations which have taken place between representatives of our two Governments is that:

[1] William M. Rountree.

[2] Ahmed Khair.

1. For the following purposes, the Government of the Republic of Sudan will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of the following amounts of Sudanese pounds:

(a) For purposes of Section 104(a) of the Act, $264,800 worth of Sudanese pounds, or two percent of the Sudanese pounds accruing under the agreement, whichever is greater. Those currencies will be utilized to finance agricultural market development in other countries.

(b) For purposes of Section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, [1] up to a total of $260,000 worth of Sudanese pounds. Within this total, not more than $125,000 will be requested during calendar year 1964 and not more than $135,000 during calendar year 1965. Any such currencies not converted during calendar year 1964 or 1965 will be utilized to finance educational and cultural exchange programs and activities in other countries.

2. The Government of the United States of America may utilize Sudanese pounds in the Sudan to pay for international travel originating in the Sudan, or originating outside the Sudan when the travel (including connecting travel) is to or through the Sudan, and for travel within the United States of America or other areas outside the Sudan when the travel is part of a trip in which the traveler travels from, to or through the Sudan. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Sudanese pounds may be utilized shall not be limited to services provided by the Sudan.

3. With regard to Article IV paragraph 4 of the Agreement, the Government of the Republic of Sudan agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agricultural Commodity Agreement: The name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally or if shipped where shipped. In addition the Government of the Republic of the Sudan agrees to furnish quarterly (a) a statement of measures it has taken to prevent resale or transshipment of the commodities furnished (b) assurances that the program will not result in increased availabilities of same or like commodities to other nations, and (c) a statement by the Government of the Republic of the Sudan showing progress made toward fulfilling commitments on usual marketings.

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

The Government of the Republic of the Sudan further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under this agreement.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of the Republic of the Sudan.

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

WILLIAM M. ROUNTREE

His Excellency
AHMED MOHAMMED KHEIR,
Minister for Foreign Affairs,
Khartoum.

The Sudanese Minister for Foreign Affairs to the American Ambassador

2nd. MARCH, 1964.

EXCELLENCY:

I have the honour to refer to the Agriculture Commodities Agreement between the Government of the United States of America and the Government of the Republic of the Sudan signed today and to state that my Government's understanding of agreement reached in conversations which have taken place between representatives of our two Governments is that:

1. For the following purposes, the Government of the Republic of the Sudan will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of the following amounts of Sudanese pounds:

(a) For purposes of Section 104(a) of the Act, $264,800 worth of Sudanese pounds, or two percent of the Sudanese pounds accruing under the agreement, whichever is greater. Those currencies will be utilized to finance agricultural market development in other countries.

(b) For purposes of Section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, up to a total of $260,000 worth of Sudanese pounds. Within this total, not more than $125,000 will be requested during calendar year 1964, and not more than $135,000 during calendar year 1965. Any such currencies not converted during calendar year 1964 or 1965 will be utilized to finance educational and cultural exchange programs and activities in other countries.

2. The Government of the United States of America may utilize Sudanese pounds in the Sudan to pay for international travel originating in the Sudan, or originating outside the Sudan when the travel (including connecting travel) is to or through the Sudan, and for travel within the United States of America, or other areas outside the Sudan when the travel is part of a trip in which the traveler travels from, to or through the Sudan. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Sudanese pounds may be utilized shall not be limited to services provided by the Sudan.

3. With regard of Article IV paragraph 4 of the Agreement, the Government of the Republic of the Sudan agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agricultural Commodity Agreement: The name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally or if shipped where shipped. In addition the Government of the Republic of the Sudan agrees to furnish quarterly (a) a statement of measures it has taken to prevent resale or transshipment of the commodities furnished (b) assurances that the program will not result in increased availabilities of same or like commodities to other nations, and (c) a statement by the Government of the Republic of the Sudan showing progress made toward fulfilling commitments on usual marketings.

The Government of the Republic of the Sudan further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under this agreement.

I have the honour to inform you that the foregoing also represents the understanding of the Government of the Republic of the Sudan.

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

AHMED KHAIR

Ahmed Khair,
Minister,
Ministry of Foreign Affairs.

To:

His Excellency,
THE AMBASSADOR OF THE UNITED STATES OF AMERICA,
Khartoum.

TIAS 5541

ICELAND

Education: Educational Foundation and Financing of Exchange Programs

Agreement signed at Reykjavik February 13, 1964; Entered into force February 13, 1964.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ICELAND FOR FINANCING CERTAIN EDUCATIONAL EXCHANGE PROGRAMS

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

Desiring to promote further mutual understanding between the peoples of the United States of America and Iceland by a wider exchange of knowledge and professional talents through educational activities:

Have agreed as follows:

ARTICLE 1

There shall be established a foundation to be known as the United States Educational Foundation in Iceland (hereinafter designated "the Foundation"), which shall be recognized by the Government of the United States of America and the Government of Iceland as a binational organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Foundation under the terms of this Agreement.

Except as provided in Article 3 hereof, the Foundation shall be exempt from the domestic and local laws of the United States of America and of Iceland as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present Agreement. The funds, and property which may be acquired with the funds in furtherance of the Agreement, shall be regarded in Iceland as property of an international organization.

The funds made available under the present Agreement, including any accruals thereto as interest or otherwise, within the conditions and limitations hereinafter set forth, shall be used by the Foundation or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of Iceland for the purposes of:

(1) financing studies, research, instruction and other educational activities (i) of or for citizens and nationals of the United States of America in Iceland, and (ii) of or for citizens and nationals of Iceland in United States of America schools and institutions of learning located in or outside the United States of America;

(2) financing visits and interchanges between the United States of America and Iceland of students, trainees, teachers, instructors, and professors; and

(3) financing such other related educational and cultural programs and activities as are provided for in budgets approved in accordance with Article 3 hereof.

ARTICLE 2

In furtherance of the aforementioned purposes, the Foundation may, subject to the provisions of the present Agreement, exercise all powers necessary to the carrying out of the purposes of the present Agreement including the following:

(1) Plan, adopt and carry out programs in accordance with the purposes of the present Agreement.

(2) Recommend to the Board of Foreign Scholarships of the United States of America, students, trainees, professors, research scholars, teachers, instructors, resident in Iceland, and institutions of Iceland, to participate in the program.

(3) Approve and place students, trainees, research scholars, teachers, instructors and professors, resident in the United States of America, as presented by the Board of Foreign Scholarships to participate in the program.

(4) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the program as it may deem necessary for achieving the purposes and objectives of the present Agreement.

(5) Acquire, hold and dispose of property (other than real estate) in the name of the Foundation as the Foundation may consider necessary or desirable, provided, however, that the leasing of adequate housing and facilities for the activities of the Foundation will be assured.

(6) Authorize the Treasurer of the Foundation or such other person as the Foundation may designate to receive funds to be deposited in bank accounts in the name of the Treasurer of the Foundation or such other person as may be designated. The appointment of the Treasurer or such designee shall be approved by the Secretary of State and the Minister of Education. The Treasurer or such designee shall deposit funds received in a depository or depositories approved by the Secretary of State and the Minister of Education.

(7) Authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the present Agreement, including payment of transportation, tuition, maintenance and other expenses incident thereto.

(8) Provide for periodic audits of the accounts of the Treasurer of the Foundation as directed by auditors approved by the Secretary of State and the Minister of Education.

(9) Engage an Executive Director, and administrative and clerical staff and fix and pay the salaries and wages thereof, and incur other administrative expenses as may be deemed necessary from funds made available under the present Agreement.

(10) Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present Agreement but are not financed by funds made available under this Agreement, provided, however, that such programs and activities and the Foundation's role therein shall be fully described in annual or special reports made to the Secretary of State and to the Minister of Education as provided in Article 6 hereof, and provided that no objection is interposed by either the Secretary of State or the Minister of Education to the Foundation's actual or proposed role therein.

ARTICLE 3

All commitments, obligations, and expenditures authorized by the Foundation shall be made pursuant to an annual budget to be approved by the Secretary of State and the Minister of Education.

ARTICLE 4

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of ten members (hereinafter designated "The Board"), five of whom shall be citizens of the United States of America and five of whom shall be citizens of Iceland. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to Iceland (hereinafter designated "Chief of Mission") and the Minister of Education shall be Honorary Chairmen of the Board.

A Chairman with voting power shall be selected by the Board from among the regular members. The Chief of Mission shall have the power to appoint and remove citizens of the United States of America on the Board, at least two of whom shall be officers of the United States Foreign Service establishment in Iceland. The Minister of Education shall have the power to appoint and remove the citizens of Iceland on the Board.

Both the Chief of Mission and the Minister of Education may appoint one alternate member each to serve in the absence of a regular American or Icelandic member respectively, due to temporary illness

or other cause which would otherwise not require a new appointment to the Board.

The members, including alternates, shall serve from the time of their appointment until the following December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside Iceland, expiration of service, or otherwise, shall be filled in accordance with the appointment procedure set forth in this article.

In appointing the members, the Minister of Education and the Chief of Mission shall give due consideration to the desirability of having as wide a representation as possible of the various academic and cultural fields, as well as the desirability of periodically changing the membership in order that the Foundation may, over the years, benefit from the contributions to its work of as broad a range of academic and cultural leaders as possible.

The members shall serve without compensation, but the Board may authorize the payment of the necessary expenses of the members in attending the meetings of the Board and in performing other official duties assigned by the Board.

ARTICLE 5

The Board shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Foundation.

ARTICLE 6

Reports acceptable in form and content shall be made annually on the activities of the Foundation to the Secretary of State and the Minister of Education.

Special reports may be made more often at the discretion of the Foundation or at the request of either the Secretary of State or the Minister of Education.

ARTICLE 7

The principal office of the Foundation shall be in the capital city of Iceland, but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of any of the Foundation's officers or staff may be carried on at such places as may be approved by the Board.

The Executive Director shall be responsible for the routine direction and supervision of the programs and activities of the Foundation in accordance with the resolutions and directives of the Board.

ARTICLE 8

There may be used for the purposes of this Agreement any funds, including currency of Iceland, held or available for expenditure by

either Government for such purposes, and contributions to the Foundation from any source.

The Secretary of State and the Minister of Education will make available for expenditure as authorized by the Foundation funds in such amounts as may be required for the purposes of this Agreement, but in no event may amounts in excess of the budgetary limitations established pursuant to Article 3 of the present Agreement be expended by the Foundation.

The performance of this Agreement shall be subject to the availability of appropriations to the Secretary of State when required by the laws of the United States of America, and to such procedures as may be required by Icelandic law.

ARTICLE 9

The Government of the United States of America and the Government of Iceland shall make every effort to facilitate the exchange-of-persons programs authorized in this Agreement and to resolve problems which may arise in the operations thereof.

ARTICLE 10

Wherever, in the present Agreement, the term "Secretary of State" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

Wherever, in the present Agreement, the term "Minister of Education" is used, it shall be understood to mean the Minister of Education of the Government of Iceland or any officer or employee of the Government of Iceland designated by him to act in his behalf.

ARTICLE 11

The present Agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of Iceland.

ARTICLE 12

The present Agreement supersedes the Agreement between the Government of the United States of America and the Government of Iceland signed at Reykjavik on February 23, 1957, as amended. [1]

The present Agreement shall come into force upon the date of signature. IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

[1] TIAS 3787, 4159, 5341; 8 UST 381; 10 UST 9; 14 UST 466.

Done at Reykjavik in duplicate, in the English and Icelandic languages, this 13th day of February, 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF ICELAND
JAMES K. PENFIELD	GUDM. I GUDMUNDSSON

SAMNINGUR

milli ríkisstjórna Bandaríkja Ameríku og Íslands um greiðslu kostnaðar af ýmsum menningarskiptum.

Þar sem ríkisstjórnir Bandaríkja Ameríku og Íslands

hafa hug á að efla gagnkvæman skilning milli beggja þjóðanna með fræðslustarfsemi, er horfir til aukinnar þekkingar og starfsþjálfunar,

gera þær með sér svofelldan samning:

1. gr.

Komið skal á fót stofnun, er nefnist Menntastofnun Bandaríkjanna á Íslandi, "The United States Educational Foundation in Iceland", (hér á eftir nefnd "stofnunin"), og ríkisstjórnir Bandaríkja Ameríku og Íslands viðurkenna sem stofnun tveggja þjóða, er sé stofnsett og starfrækt til að auðvelda framkvæmd fræðslustarfsemi, sem kostuð er af fé, sem veitt er samkvæmt ákvæðum samnings þessa.

Með þeirri undantekningu, sem getur í 3. gr. samnings þessa, skal stofnunin vera undanþegin ákvæðum Bandaríkjalaga og íslenzkra laga um ráðstöfun á gjaldeyri og gjaldeyrisinnstæðum, vegna framkvæmdar á samningi þessum. Á Íslandi skal líta á fé, svo og eignir, sem kunna að verða til fyrir það fé, sem fram verður lagt samkvæmt samningi þessum, sem eign alþjóðastofnunar.

Fé, sem lagt verður fram samkvæmt samningi þessum, þar með talin hver sú viðbót, er við það kann að safnast sem vextir, eða á annan hátt, skal stofnunin, eða hver sá aðili, sem ríkisstjórnir Bandaríkja Ameríku og Íslands kunna að koma sér saman um, nota, með þeim skilyrðum og takmörkunum, sem greinir hér á eftir, til þess að:

1. greiða kostnað við nám, rannsóknir, kennslu og aðra fræðslustarfsemi, sem (i) borgarar og þegnar Bandaríkja Ameríku á Íslandi, og (ii) íslenzkir ríkisborgarar og þegnar ræki eða stunda í bandarískum skólum og menntastofnunum í eða utan Bandaríkja Ameríku;
2. greiða kostnað við heimsóknir og skipti millum Bandaríkja Ameríku og Íslands á námsmönnum, nemum, kennurum, leiðbeinendum og prófessorum;

og

3. greiða kostnað af annarri skildri fræðslu- og menningarstarfsemi og fyrirætlunum, eins og ráð verður fyrir gert í fjárhagsáætlunum þeim, sem hljóta samþykki samkvæmt 3. grein samningsins.

2. gr.

Til að vinna að þessum tilgangi, er stofnuninni heimilt, innan takmarka þessa samnings, að gera allar þær ráðstafanir, sem nauðsynlegar eru til þess að tilgangi samningsins verði náð, þar með talið eftirfarandi:

1. að undirbúa, skipuleggja, samþykkja og framkvæma áætlanir í samræmi við tilgang þessa samnings.
2. að mæla með námsmönnum, háskólakennurum, vísinda- og fræðimönnum, kennurum og leiðbeinendum, búsettum á Íslandi, og íslenzkum stofnunum, við Námsstyrkjanefnd Bandaríkja Ameríku, (Board of Foreign Scholarships), til þátttöku í starfsemi þessari.
3. að samþykkja og koma fyrir námsmönnum, vísindaog fræðimönnum, kennurum, leiðbeinendum og háskólakennurum, sem búsettir eru í Bandaríkjum Ameríku, samkvæmt ábendingu áðurnefndrar Námsstyrkjanefndar, til þátttöku í starfsemi þessari.
4. gera tillögur til áðurnefndrar Námsstyrkjanefndar um, hverjar kröfur skulu gerðar til þátttakenda í starfseminni, eftir því sem hún telur nauðsynlegt til þess að tilgangi þessa samnings verði náð.
5. að eignast, eiga og ráðstafa eignum (öðrum en fasteignum) í nafni stofnunarinnar, eftir því sem stofnunin kann að álíta nauðsynlegt eða æskilegt, þó að því tilskyldu að leigukaup á nægilegu húsnæði og aðstöðu fyrir starfsemi stofnunarinnar séu tryggð.
6. veita gjaldkera stofnunarinnar eða hverjum þeim, sem stofnunin tilnefnir, heimild til þess að taka við fé til varðveizlu í banka, í nafni gjaldkera stofnunarinnar eða hvers þess sem tilnefndur er til þessa starfa. Skipun gjaldkera eða tilnefning samkvæmt framansögðu skal vera háð samþykki utanríkisráðherra og menntamálaráðherra. Gjaldkerinn skal leggja fé, sem hann tekur við, á reikning í þeirri peningastofnun eða peningastofnunum, sem utanríkisráðherra og menntamálaráðherra samþykkja.
7. heimila útborganir fjár, styrkveitingar og greiðslur í þeim tilgangi, sem samningur þessi heimilar, þar með talin greiðsla á fargjöldum, skólagjöldum, uppihaldskostnaði og öðrum skyldum útgjöldum.
8. sjá um að reikningar gjaldkera stofnunarinnar verði endurskoðaðir reglulega á ákveðnum tímum, eftir því sem endur-

skoðendur, er utanríkisráðherra og menntamálaráðherra hafa samþykkt, segja til um.

9. ráða til sín framkvæmdastjóra og starfsmenn, ákveða kaupgreiðslur þeirra, svo og ákveða annan reksturskostnað, eftir því sem teljast má nauðsynlegt, af fé því, sem verður til ráðstöfunar samkvæmt samningi þessum.

10. framkvæma, eða aðstoða við að framkvæma, eða auðvelda á annan hátt áætlanir og starfsemi, er lýtur að mennta- og menningarmálum, sem efla tilgang þessa samnings, en eigi er kostuð af fé, sem fram er lagt samkvæmt ákvæðum samnings þessa, að því tilskyldu þó, að slíkum áætlunum og slíkri starfsemi, og þátttöku stofnunarinnar í henni, sé að fullu lýst og frá henni skýrt í ársskýrslu eða sérskýrslu stofnunarinnar, sem sendar eru utanríkisráðherra og menntamálaráðherra, svo sem tilskilið er í 6. grein samningsins, og sömuleiðis að því tilskyldu að engar mótbárur komi fram, annað hvort af hálfu utanríkisráðherra eða menntamálaráðherra við raunverulegri eða fyrirhugaðri þátttöku stofnunarinnar í slíkri starfsemi.

3. gr.

Allar fjárhagslegar skuldbindingar og greiðslur, sem stofnunin heimilar, skulu gerðar samkvæmt árlegri fjárhagsáætlun, sem skal háð samþykki utanríkisráðherra og menntamálaráðherra.

4. gr.

Stjórn stofnunarinnar og framkvæmdir allar á vegum hennar skulu vera í höndum sérstakrar stjórnar (hér á eftir nefnd "stjórnin"). Skipa hana tíu menn, og skulu fimm þeirra vera ríkisborgarar Bandaríkja Ameríku og fimm íslenzkir ríkisborgarar. Auk þess skal sendiherra (Ambassador) Bandaríkja Ameríku á Íslandi, eða staðgengill hans (hér á eftir nefndur sendiherra), og menntamálaráðherra, vera heiðursformenn stjórnarinnar.

Stjórnin kýs sér formann, og skal hann vera einn af aðalmönnum í stjórninni og hafa atkvæðisrétt. Sendiherrann skal hafa vald til að skipa hina bandarísku meðlimi stjórnarinnar, og leysa þá frá störfum, en að minnsta kosti tveir þeirra skulu vera starfandi fulltrúar bandarísku utanríkisþjónustunnar á Íslandi. Menntamálaráðherra skipar hina íslenzku meðlimi stjórnarinnar, og leysir þá frá störfum.

Bæði sendiherrann og menntamálaráðherra geta skipað einn varamann hver, sem gegni störfum í fjarveru bandarísks eða íslenzks aðalmanns í stjórninni, hvers um sig, sökum veikinda eða af öðrum orsökum, sem að öðrum kosti myndi ekki krefjast skipunar nýs aðalmanns í stjórnina.

Meðlimir stjórnarinnar, þar með taldir varamenn, skulu gegna störfum frá þeim tíma, sem þeir eru skipaðir, og til 31. desember sama árs. Skal þá heimilt að skipa þá til starfa að nýju. Ef meðlimur í stjórn hefur sagt starfi sínu lausu, flutzt brott af Íslandi,

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starfstími hans er útrunninn eða sæti hans losnar af einhverjum öðrum ástæðum, skal skipa mann í hans stað samkvæmt þeim reglum, sem þessi grein samningsins mælir fyrir um.

Þá er sendiherra og menntamálaráðherra skipa meðlimi í stjórn stofnunarinnar skulu þeir taka tillit til þess að æskilegt sé að í stjórn hennar eigi sæti fulltrúar sem flestra greina á sviði mennta- og menningarmála. Einnig skulu þeir taka tillit til þess, að æskilegt sé að skipta með vissu millibili um meðlimi stjórnarinnar, þannig, að sem flestir leiðtogar á sviði mennta- og menningarmála geti, eftir því sem stundir líða, lagt stofnuninni lið og þeirri starfsemi, sem hún á að hafa með höndum.

Meðlimir stjórnarinnar skulu inna störf sín af hendi án launa. Stjórninni er heimilt að greiða nauðsynlegan kostnað, sem meðlimir hennar hafa af því að sækja fundi stjórnarinnar og vinna önnur skyldustörf, er stjórnin kann að fela þeim.

5. gr.

Stjórnin setur reglur og skipar þær nefndir, er hún telur nauðsyn til bera vegna starfa stofnunarinnar.

6. gr.

Arlega skal utanríkisráðherra og menntamálaráðherra send fullnægjandi skýrsla, bæði hvað innihald og form snertir, um starfsemi stofnunarinnar.

Sérstakar skýrslur má senda oftar, eftir því sem stjórnin telur ástæðu til, eða samkvæmt beiðni annaðhvort utanríkisráðherra eða menntamálaráðherra.

7. gr.

Aðalskrifstofa stofnunarinnar skal vera í höfuðborg Íslands. Stjórnin og nefndir þær, sem hún kann að skipa, geta haldið fundi sína á þeim stöðum, sem stjórnin kann að ákveða hverju sinni. Einnig mega stjórnendur og starfsmenn stofnunarinnar vinna störf sín á hverjum þeim stað, sem stjórnin ákveður.

Framkvæmdastjóri stofnunarinnar er ábyrgur fyrir daglegum rekstri og framkvæmd á starfsáætlunum stofnunarinnar, samkvæmt samþykktum og fyrirmælum stjórnarinnar.

8. gr.

Til framkvæmdar þessum samningi skal heimilt að nota hvert það fé, þar með talið fé í íslenzkum gjaldeyri, sem er í eigu hvorrar ríkisstjórnarinnar sem er, eða þær hafa til afnota í slíkum tilgangi, eða mega láta stofnuninni í té af hvaða tekjustofni sem er.

Utanríkisráðherra og menntamálaráðherra skulu veita fé til ráðstöfunar samkvæmt því, sem stofnunin heimilar, og í þeim upphæðum, sem talizt geta nauðsynlegar til framkvæmdar þessum samningi. Þó skulu þessar fjárupphæðir aldrei fara fram úr þeim takmörkunum, sem felast í ákvæðum 3. greinar samnings þessa.

Framkvæmd þessa samnings skal vera háð fjárveitingum til utanríkisráðherra, þegar slíkra fjárveitinga er krafizt samkvæmt bandarískum lögum, svo og þeim ákvæðum íslenzkra laga, sem við eiga.

9. gr.

Ríkisstjórnir Bandaríkja Ameríku og Íslands skulu gera það, sem í þeirra valdi stendur, til þess að auðvelda framkvæmd þeirra áætlana, sem samningur þessi heimilar, svo og til þess að leysa þau vandamál, sem framkvæmd samningsins kann að hafa í för með sér.

10. gr.

Þar sem talað er um "utanríkisráðherra" í samningi þessum, er átt við utanríkisráðherra Bandaríkja Ameríku eða sérhvern fulltrúa eða starfsmann ríkisstjórnar Bandaríkja Ameríku, sem hann kann að tilnefna til þess að fara með málefni þau, sem samningur þessi fjallar um.

Þar sem talað er um "menntamálaráðherra" í samningi þessum, er átt við menntamálaráðherra ríkisstjórnar Íslands, eða sérhvern fulltrúa eða starfsmann ríkisstjórnar Íslands, sem hann kann að tilnefna til þess að fara með málefni þau, sem samningur þessi fjallar um.

11. gr.

Ríkisstjórnir Bandaríkja Ameríku og Íslands geta breytt samningi þessum með erindaskiptum.

12. gr.

Samningur þessi ógildir samning þann, sem gjörður var millum ríkisstjórnar Bandaríkja Ameríku og ríkisstjórnar Íslands og undirritaður var í Reykjavík hinn 23. febrúar 1957, með breytingum.

Samningur þessi gengur í gildi þann dag, sem hann er undirritaður.

Þessu til staðfestingar hafa undirritaðir, sem til þess hafa umboð ríkisstjórna sinna, ritað nöfn sín á þennan samning.

Gert í Reykjavík í tvíriti, á ensku og íslenzku, hinn 13. dag febrúarmánaðar árið 1964.

F. H. RÍKISSTJÓRNAR BANDARÍKJA AMERÍKU
JAMES K. PENFIELD

F. H. RÍKISSTJÓRNAR ÍSLANDS
GUDM. I GUDMUNDSSON

CANADA

Defense: Winter Maintenance of Haines Road

Agreement effected by exchange of notes
Signed at Ottawa March 6, 1964;
Entered into force March 6, 1964.

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

EMBASSY OF THE
UNITED STATES OF AMERICA
Ottawa, March 6, 1964.

No. 269

SIR:

I have the honor to refer to the Exchange of Notes between the Secretary of State for External Affairs and the Ambassador of the United States dated January 16 and 17, 1957, [1] which constitutes an agreement for the winter maintenance of the Haines-Fairbanks Pipeline and for the associated winter use and maintenance of portions of the Haines Road, as most recently extended and modified by the agreement contained in the Embassy's Note No. 141 of December 22, 1961, and the Department's reply of January 26, 1962. [2]

With the expiration on July 1, 1963 of the most recent agreement, it has become necessary to reach a new agreement. This should take into account the establishment in 1962 [3] of a new pumping station and the recent developments, which were the subject of the Department's Note of October 24 and the Embassy's reply of October 30, 1963, [4] concerning new arrangements for the clearance of the central portion of the road on an experimental basis during the 1963–64 winter season. Accordingly, I have the honor to propose that our Governments agree as follows:

(a) The portion of the road between Haines Junction, Yukon Territory, and Mile 94 (Blanchard River Pumping Station) will be regularly cleared by an agency of the Canadian Government. All costs of this continuous winter maintenance will be reimbursed to the Canadian Government by the United States Army, Alaska;

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[1] TIAS 3732; 8 UST 23.

[2] TIAS 4986; 13 UST 339.

[3] Agreement effected by exchange of notes of Apr. 19, 1962; TIAS 5039; 13 UST 982.

[4] Not printed.

(b) The portion of the road between Mile 48 and the Alaska border (Mile 42) shall continue to be cleared by an agency of the United States Government or by the State of Alaska;

(c) The appropriate agencies of the two Governments may make direct arrangements for the detailed implementation of the foregoing provisions.

If this proposal is acceptable to the Canadian Government, I have the honor to propose that this Note and your reply shall constitute an agreement on this subject, effective on the date of your reply and to continue in effect through the 1963–64 winter snow-clearance season, after which time the parties may decide to consider other arrangements for the winter maintenance of the Haines Road.

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

W. W. BUTTERWORTH

The Honorable
PAUL MARTIN, P.C., Q.C.,
M.P., M.A., LL.M., LL.D., D.C.L.,
Secretary of State for External Affairs,
Ottawa.

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

DEPARTMENT OF EXTERNAL AFFAIRS
CANADA

No. 30 OTTAWA, *March 6, 1964*

EXCELLENCY:

I have the honour to acknowledge the receipt of your Note No. 269 of March 6, 1964, proposing certain conditions for an agreement between our two Governments for the winter maintenance of the Haines Road.

The conditions outlined in your Note No. 269 are acceptable to the Government of Canada and it is agreed that your Note and this reply shall constitute an agreement on this subject, effective on the date of this reply and to continue in effect through the 1963–64 winter snow clearance season, after which time the parties may decide to consider other arrangements for the winter maintenance of the Haines Road.

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

PAUL MARTIN
Secretary of State for External Affairs

His Excellency W. WALTON BUTTERWORTH,
United States Ambassador,
100 Wellington Street,
Ottawa.

TIAS 5543

SUDAN

Investment Guaranties

Agreement relating to the agreement of March 17, 1959.
Effected by exchange of notes
Signed at Khartoum March 2, 1964;
Entered into force March 2, 1964.

The American Ambassador to the Sudanese Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Khartoum, March 2, 1964.

No. 108

EXCELLENCY:

I have the honor to refer to the Agreement effected by the exchange of notes of March 17, 1959,[1] between our two Governments relating to investment guaranties which may be issued by the Government of the United States of America for American investments in activities in the Sudan. After the conclusion of that Agreement, legislation has been enacted in the United States of America modifying and augmenting the coverage to be provided investors by investment guaranties that may be issued by the Government of the United States of America.

In the interest of facilitating and increasing the participation of private enterprise in furthering the economic development of the Sudan, 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 Agreement effected by the exchange of notes of March 17, 1959, will be applicable to such guaranties including, but not limited to, those issued under the Foreign Assistance Act of 1961,[2] as amended.

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[1] TIAS 4201; 10 UST 408.
[2] 75 Stat. 429; 22 U.S.C. § 2181 *et seq.*

In connection with application of the undertakings contained in the above-mentioned Agreement to all investment guaranties issued by the Government of the United States of America, I also have the honor to propose that Subparagraph (c) and the final sentence of Subparagraph (d) of Paragraph (3) of the above-mentioned Agreement be considered as no longer in effect.

Upon receipt of a note from Your Excellency indicating that the foregoing is acceptable to the Government of the Republic of the Sudan and that such undertakings shall apply, the Government of the United States of America will consider that this note and your reply thereto constitute an 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.

WILLIAM M. ROUNTREE

His Excellency
AHMED MOHAMMED KHEIR,
Minister for Foreign Affairs,
Khartoum.

The Sudanese Minister for Foreign Affairs to the American Ambassador

EXCELLENCY:

I have the honour to acknowledge receipt of your note No. 108 dated March 2nd., 1964; which reads as follows:–

"I have the honour to refer to the Agreement effected by the exchange of notes of March 17, 1959 between our two Governments relating to investment guaranties which may be issued by the Government of the United States of America for American investments in activities in the Sudan. After the conclusion of that Agreement, legislation has been enacted in the United States of America modifying and augmenting the coverage to be provided investors by investment guaranties that may be issued by the Government of the United States of America.

In the interest of facilitating and increasing the participation of private enterprise in furthering the economic development of the Sudan, 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 Agreement effected by the exchange of

notes of March 17, 1959 will be applicable to such guaranties including, but not limited to, those issued under the Foreign Assistance Act of 1961, as amended.

In connection with application of the undertakings contained in the abovementioned Agreement to all investment guaranties issued by the Government of the United States of America, I also have the honour to propose that subparagraph (c) and the final sentence of subparagraph (d) of Paragraph (3) of the abovementioned Agreement be considered as no longer in effect.

Upon receipt of a note from Your Excellency indicating that the foregoing is acceptable to the Government of the Republic of the Sudan and that such undertakings shall apply, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on the date of your note in reply."

I confirm that the Government of the Republic of the Sudan consider your note and this reply as constituting an Agreement between our two Governments which shall enter into force on the date of this reply.

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

AHMED KHAIR

Ahmed Khair,
Minister,
Ministry of Foreign Affairs.

[SEAL]

To H.E. WILLIAM M. ROUNTREE
Ambassador to the United States of America
Khartoum

Done this day the 2nd. of March, 1964
Khartoum.

NORWAY

Education: Financing of Exchange Programs

Agreement amending the agreement of May 25, 1949, as amended.
Effected by exchange of notes
Signed at Washington March 16, 1964;
Entered into force March 16, 1964.

The Secretary of State to the Norwegian Minister of Foreign Affairs

DEPARTMENT OF STATE
WASHINGTON
March 16, 1964

EXCELLENCY:

I have the honor to refer to the agreement between the Government of the United States of America and the Royal Norwegian Government signed at Oslo on May 25, 1949,[1] as amended, for financing certain educational exchange programs. I have the honor to refer also to recent conversations between the representatives of our two Governments on the same subject and to confirm the understanding reached that the aforementioned agreement be further amended as follows:

1. The preamble is amended to read:

"The Government of the United States of America and the Royal Norwegian Government;

"Desiring to promote further mutual understanding between the peoples of the United States of America and Norway by a wider exchange of knowledge and professional talents through educational contacts;

"Have agreed as follows:"

2. Article 1 is amended to read:

"There shall be established a Foundation to be known as the United States Educational Foundation in Norway (hereinafter designated 'the Foundation'), which shall be recognized by the Government of the United States of America and the Royal Norwegian Government as an organization created and established to facilitate the administration of an educational and cultural exchange program to be financed by funds made available to the Foundation under the terms of this

[1] TIAS 2000; 63 Stat. 2764.

agreement. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America and Norway as they relate to the use and expenditure of currencies, and credits for currencies, for the purposes set forth in the present agreement.

"The funds made available under the present agreement, within the conditions and limitations hereinafter set forth, shall be used by the Foundation for the purposes of

"(1) financing studies, research, instruction and other educational activities of or for citizens and nationals of the United States of America in Norway, and of or for citizens and nationals of Norway in American schools and institutions of learning located in or outside the United States of America;

"(2) financing visits and interchanges between the United States of America and Norway of students, trainees, teachers, instructors, and professors; and

"(3) financing such other related educational and cultural programs and activities as are provided for in budgets approved in accordance with Article 3 hereof."

3. Article 2 is amended—

(a) by adding at the end of subparagraph (3) the words, "including payment for transportation, tuition, maintenance, and other expenses incident thereto";

(b) by deleting from subparagraph (5) the words, "Section 32(b) of the United States Surplus Property Act of 1944, as amended, and the purposes of";

(c) by revising subparagraph (6) to read:

"(6) Recommend to the Board of Foreign Scholarships of the United States of America students, trainees, research scholars, teachers, instructors and professors, resident in Norway, and institutions of Norway, to participate in the programs in accordance with this agreement."; and

(d) by adding thereto the following new subparagraph:

"(10) Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present agreement but are not financed by funds made available under this agreement, provided, however, that such programs and activities and the Foundation's role therein shall be fully described in reports made to the Secretary of State of the United States of America and the Royal Norwegian Government, and provided that no objection is interposed by either to the Foundation's actual or proposed role therein."

4. Article 3 is amended to read:

"All commitments, obligations, and expenditures by the Foundation of funds made available under this agreement shall be made pursuant to an annual budget to be approved by the Secretary of State of the United States of America and the Royal Norwegian Government pursuant to such regulations as they may prescribe."

5. Article 7 is amended to read:

"Reports on the activities of the Foundation shall be made annually to the Secretary of State of the United States of America and the Royal Norwegian Government. Special reports may be made more often, in the discretion of the Board or on request."

6. Article 11 is amended to read:

"The Government of the United States of America and the Royal Norwegian Government agree that there may be used for the purposes of this agreement any funds held or available for expenditure by either Government for such purposes, and contributions to the Foundation from any source.

"The Secretary of State of the United States of America and the Royal Norwegian Government will make available for expenditure as authorized by the Foundation funds in such amounts as may be required for the purposes of this agreement, but in no event may amounts in excess of the budgetary limitation established pursuant to Article 3 of the present agreement be expended by the Foundation.

"The performance of this agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America when required by the laws of the United States of America, and to such internal procedures of Norway as may be required by Norwegian law."

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Royal Norwegian Government, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

DEAN RUSK
Secretary of State of the
United States of America

His Excellency
HALVARD M. LANGE,
Minister of Foreign Affairs of Norway.

The Norwegian Minister of Foreign Affairs to the Secretary of State

NORWEGIAN EMBASSY
WASHINGTON 7, D.C.

MARCH 16, 1964

EXCELLENCY:

I have the honor to refer to Your note of March 16, proposing that the agreement between the Royal Norwegian Government and the Government of the United States of America signed at Oslo on May 25, 1949, as amended, for financing certain educational exchange programs, be further amended as follows:

1. The preamble is amended to read:

"The Government of the United States of America and the Royal Norwegian Government;

"Desiring to promote further mutual understanding between the peoples of the United States of America and Norway by a wider exchange of knowledge and professional talents through educational contacts;

"Have agreed as follows:"

2. Article 1 is amended to read:

"There shall be established a Foundation to be known as the United States Educational Foundation in Norway (hereinafter designated 'the Foundation'), which shall be recognized by the Government of the United States of America and the Royal Norwegian Government as an organization created and established to facilitate the administration of an educational and cultural exchange program to be financed by funds made available to the Foundation under the terms of this agreement. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America and Norway as they relate to the use and expenditure of currencies, and credits for currencies, for the purposes set forth in the present agreement.

"The funds made available under the present agreement, within the conditions and limitations hereinafter set forth, shall be used by the Foundation for the purposes of

"(1) financing studies, research, instruction and other educational activities of or for citizens and nationals of the United States of America in Norway, and of or for citizens and nationals of Norway in American schools and institutions of learning located in or outside the United States of America;

"(2) financing visits and interchanges between the United States of America and Norway of students, trainees, teachers, instructors, and professors; and

"(3) financing such other related educational and cultural programs and activities as are provided for in budgets approved in accordance with Article 3 hereof."

3. Article 2 is amended—

(a) by adding at the end of subparagraph (3) the words, "including payment for transportation, tuition, maintenance, and other expenses incident thereto";

(b) by deleting from subparagraph (5) the words, "Section 32 (b) of the United States Surplus Property Act of 1944, as amended, and the purposes of";

(c) by revising subparagraph (6) to read:

"(6) Recommend to the Board of Foreign Scholarships of the United States of America students, trainees, research scholars, teachers, instructors and professors, resident in Norway, and institutions of Norway, to participate in the programs in accordance with this agreement."; and

(d) by adding thereto the following new subparagraph:

"(10) Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present agreement but are not financed by funds made available under this agreement, provided, however, that such programs and activities and the Foundation's role therein shall be fully described in reports made to the Secretary of State of the United States of America and the Royal Norwegian Government, and provided that no objection is interposed by either to the Foundation's actual or proposed role therein."

4. Article 3 is amended to read:

"All commitments, obligations, and expenditures by the Foundation of funds made available under this agreement shall be made pursuant to an annual budget to be approved by the Secretary of State of the United States of America and the Royal Norwegian Government pursuant to such regulations as they may prescribe."

5. Article 7 is amended to read:

"Reports on the activities of the Foundation shall be made annually to the Secretary of State of the United States of America and the Royal Norwegian Government. Special reports may be made more often, in the discretion of the Board or on request."

6. Article 11 is amended to read:

"The Government of the United States of America and the Royal Norwegian Government agree that there may be used for the purposes of this agreement any funds held or available for expenditure by either Government for such purposes, and contributions to the Foundation from any source.

"The Secretary of State of the United States of America and the Royal Norwegian Government will make available for expenditure as authorized by the Foundation funds in such amounts as may be required for the purposes of this agreement, but in no event may

amounts in excess of the budgetary limitation established pursuant to Article 3 of the present agreement be expended by the Foundation.

"The performance of this agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America when required by the laws of the United States of America, and to such internal procedures of Norway as may be required by Norwegian law."

The Royal Norwegian Government accepts Your proposal and considers that Your note and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of this note.

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

HALVARD LANGE
Minister of Foreign Affairs
of Norway

His Excellency
DEAN RUSK,
Secretary of State of the United States of America.

BELGIUM

Mutual Defense Assistance: Administrative Expenditures

Agreement amending Annex B to the agreement of January 27, 1950.
Effected by exchange of notes
Signed at Brussels February 6 and March 11, 1964;
Entered into force March 11, 1964.

The American Ambassador to the Belgian Minister of Foreign Affairs

No. 64 BRUSSELS, *February 6, 1964.*

EXCELLENCY:

I have the honor to refer to this Embassy's note No. 21 of September 3, 1963 and to note No. 3682 of January 28, 1964 [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, 1964. It was agreed by this exchange of notes that Annex B would be amended to cover the period July 1, 1963 to June 30, 1964, and that no other change in the text need be made. 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 40,000,000 Belgian and Luxembourg francs, for their use on behalf of the Government of the United States for administrative expenditures within Belgium and Luxembourg in connection with carrying out that Agreement for the period July 1, 1963–June 30, 1964."

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 Govern-

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[1] Not printed.
[2] TIAS 2010; 1 UST 10.

ments on this subject which shall enter into force on the date of Your Excellency's note.

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

DOUGLAS MACARTHUR II

His Excellency
PAUL-HENRI SPAAK,
Minister of Foreign Affairs,
Brussels.

The Belgian Minister of Foreign Affairs to the American Ambassador

MINISTÈRE DES AFFAIRES ETRANGÈRES
ET DU COMMERCE EXTÉRIEUR

Direction Générale de la Politique

n° 576

BRUXELLES, *le 11-3-1964*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser la réception de la lettre de Votre Excellence, du 6 février 1964, n° 64, ayant pour objet la modification pour l'exercice fiscal 1963/1964 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 40.000.000 de 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 1963 au 30 juin 1964".

Je marque également mon accord pour considérer que la note de Votre Excellence, en date du 6 février 1964, 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.

Le Ministre des Affaires Etrangères,

P. H. SPAAK

A Son Excellence
Monsieur D. MACARTHUR II,
Ambassadeur des Etats-Unis d'Amérique,
Bruxelles.-

TIAS 5546

Translation

MINISTRY OF FOREIGN AFFAIRS
AND FOREIGN TRADE

Policy Directorate

No. 576

BRUSSELS, *March 11, 1964*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 64 of February 6, 1964 regarding a revision, for the 1963–1964 fiscal year, of Annex B to the Mutual Defense Assistance Agreement between Belgium and the United States.

I wish to inform Your Excellency of the acceptance by the Belgian Government of the following text:

"In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement, the Belgian Government, 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 40,000,000 Belgian and Luxembourg francs, for their use on behalf of the Government of the United States for settlement for administrative expenditures within Belgium and Luxembourg in connection with carrying out that Agreement for the period July 1, 1963–June 30, 1964."

I also inform you that I agree to consider Your Excellency's note of February 6, 1964 and this reply as constituting an agreement between the two governments of this matter, to enter into force on today's date.

I avail myself of this occasion, Mr. Ambassador, to renew to Your Excellency the assurance of my very high consideration.

P. H. SPAAK
Minister of Foreign Affairs

His Excellency
D. MACARTHUR II,
Ambassador of the United States of America,
Brussels.

TIAS 5546

33-259 O-64-17

REPUBLIC OF KOREA

Agricultural Commodities [1]

Agreement signed at Seoul March 18, 1964;
Entered into force March 18, 1964.
With exchanges of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF KOREA UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

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

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

Considering that the purchase for Korean won of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Korean won accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Republic of Korea pursuant to Title I of the Agricultural Trade Development and Assistance Act,[2] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

SALES FOR KOREAN WON

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of Korea

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[1] Also TIAS 5597; *post*, p. 732.

[2] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Korean won, to purchasers authorized by the Government of the Republic of Korea, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (million)
Cotton	$28.0
Wheat	22.7
Barley	4.1
Tallow	1.5
Ocean transportation (estimated)	5.6
Total	$61.9

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Korean won accruing from such sales, and other relevant matters.

3. The financing, sale and delivery of commodities under this agreement will 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

USES OF KOREAN WON

The Korean won accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown:

A. For United States expenditures under subsections (a), (b), (d), (f), and (h) through (s) of Section 104 of the Act, or under any of such subsections, 15 percent of the Korean won accruing pursuant to this agreement.

B. To procure military equipment, material, facilities and services for Korean defense forces as may be mutually agreed and in accordance with subsection (c) of Section 104 of the Act, 85 percent of the

Korean won accruing pursuant to this agreement. In the event that agreement is not reached on the use of the Korean won for grant under subsection (c) of Section 104 of the Act within three years from the date of this agreement, the Government of the United States of America may use the Korean won for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF KOREAN WON

1. The amount of Korean won to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Korean won as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Republic of Korea, or,

(b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the Republic of Korea and the Government of the United States of America.

2. Any refunds of Korean won which may be due or become due under this agreement more than two years from the effective date of this agreement may, in the event that any subsequent agreement or agreements should be signed by the two Governments under the Act, be made by the Government of the United States of America from funds available from the most recent agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the Republic of Korea will take all possible measures to prevent the resale 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, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during

the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of Korea will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and exports of the same or like commodities.

ARTICLE V

CONSULTATION

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

ARTICLE VI

ENTRY INTO FORCE

This agreement shall enter into force upon signature.

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

DONE at Seoul, in duplicate, this 18th day of March, 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA
SAMUEL D. BERGER	Y. T. KIM
Samuel D. Berger *American Ambassador*	Kim Yu Taek *Deputy Premier and Minister, Economic Planning Board*

EXCHANGES OF NOTES

No. 1011 SEOUL, *March 18, 1964.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today by representatives of our two Governments and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that the above mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of the Republic of Korea agrees that, in addition to the cotton to be purchased under the terms of this agreement, it will procure and import with its own resources from the United States of America the equivalent weight of the raw cotton of total cotton textiles exported during the period that cotton under this agreement is being imported and utilized.

(2) With regard to paragraph 4 of Article IV of the agreement, the Government of the Republic of Korea agrees to furnish quarterly 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. In addition, the Government of the Republic of Korea agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished and to assure that the program has not resulted in increased availability of the same or like commodities to other nations and (b) a statement by the Government showing progress made toward fulfilling commitments on usual marketings. The Government of the Republic of Korea further agrees that the above statements will be accompanied by 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.

(3) The Government of the Republic of Korea agrees that it will export during calendar year 1964 no more than 60,000 metric tons of rice and that such exports of rice above the first 14,000 metric tons will be balanced by equivalent tonnages of imports of wheat and/or barley by the Republic of Korea with its own resources from the United States of America in the same calendar year.

(4) The Government of the Republic of Korea will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of won: for purposes of Section 104(a) of the Act, $1.3 million, or two percent of the won accruing under the agreement, whichever is greater, to finance agricultural market development activities in other countries; and for purposes of Section 104(h) of the Act and

for the purposes of the Mutual Educational and Cultural Exchange Act of 1961,[1] up to $750,000 worth of won to finance educational and cultural exchange programs and activities in other countries.

(5) The Government of the United States of America may utilize Korean won in the Republic of Korea to pay for international travel originating in the Republic of Korea, or originating outside the Republic of Korea when the travel (including connecting travel) is to or through the Republic of Korea, and for travel within the United States of America or other areas outside the Republic of Korea when the travel is part of a trip in which the traveler travels from, to or through the Republic of Korea. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Korean won may be utilized shall not be limited to services provided by the Republic of Korea's transportation facilities and that the recipient of any Korean won under this paragraph shall be allowed to convert such Korean won into any freely convertible currency without affecting the convertibility of any other Korean won by the recipient.

(6) The Government of the Republic of Korea agrees that it will not purchase more than 250,000 metric tons of grains (wheat and/or barley) for shipment before July 1, 1964, and that this amount shall include no more than 25,000 metric tons of barley. No more than 300,000 metric tons of wheat shall be purchased for shipment before the last quarter of calendar year 1964.

I shall appreciate your Excellency's confirmation of the above understanding.

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

SAMUEL D. BERGER

His Excellency
KIM YU TAEK,
Deputy Premier and
Minister, Economic Planning Board,
Seoul.

ECONOMIC PLANNING BOARD
REPUBLIC OF KOREA
SEOUL, KOREA

SEOUL, *March 18, 1964.*

EXCELLENCY:

I have the honor to refer to your Excellency's Note No. 1011 of today's date which reads as follows:

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

"I have the honor to refer to the Agricultural Commodities Agreement signed today by representatives of our two Governments and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that the above mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of the Republic of Korea agrees that, in addition to the cotton to be purchased under the terms of this agreement, it will procure and import with its own resources from the United States of America the equivalent weight of the raw cotton of total cotton textiles exported during the period that cotton under this agreement is being imported and utilized.

(2) With regard to paragraph 4 of Article IV of the agreement, the Government of the Republic of Korea agrees to furnish quarterly 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. In addition, the Government of the Republic of Korea agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished and to assure that the program has not resulted in increased availability of the same or like commodities to other nations and (b) a statement by the Government showing progress made toward fulfilling commitments on usual marketings. The Government of the Republic of Korea further agrees that the above statements will be accompanied by 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.

(3) The Government of the Republic of Korea agrees that it will export during calendar year 1964 no more than 60,000 metric tons of rice and that such exports of rice above the first 14,000 metric tons will be balanced by equivalent tonnages of imports of wheat and/or barley by the Republic of Korea with its own resources from the United States of America in the same calendar year.

(4) The Government of the Republic of Korea will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of won: for purposes of Section 104(a) of the Act, $1.3 million, or two percent of the won accruing under the agreement, whichever is greater, to finance agricultural market development activities in other countries; and for purposes of Section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, up to $750,000 worth of won to finance educational and cultural exchange programs and activities in other countries.

(5) The Government of the United States of America may utilize Korean won in the Republic of Korea to pay for international travel originating in the Republic of Korea, or originating outside the Republic of Korea when the travel (including connecting travel) is to or through the Republic of Korea, and for travel within the United States of America or other areas outside the Republic of Korea when the travel is part of a trip in which the traveler travels from, to or through the Republic of Korea. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Korean won may be utilized shall not be limited to services provided by the Republic of Korea's transportation facilities and that the recipient of any Korean won under this paragraph shall be allowed to convert such Korean won into any freely convertible currency without affecting the convertibility of any other Korean won by the recipient.

(6) The Government of the Republic of Korea agrees that it will not purchase more than 250,000 metric tons of grains (wheat and/or barley) for shipment before July 1, 1964, and that this amount shall include no more than 25,000 metric tons of barley. No more than 300,000 metric tons of wheat shall be purchased for shipment before the last quarter of calendar year 1964.

I shall appreciate your Excellency's confirmation of the above understanding.

Accept, Excellenency, the renewed assurances of my highest consideration."

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

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

Y. T. Kim

Yu Taik Kim
Deputy Premier and
Minister, Economic Planning Board

His Excellency
Samuel D. Berger
Ambassador of the United States
Seoul.

No. 1012 SEOUL, *March 18, 1964.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today between representatives of the Government of the Republic of Korea and the Government of the United States of America and to confirm the following understanding.

During the course of our negotiations on this agreement, a question has arisen concerning the allocation of grain between commercial and governmental distribution channels. Both Governments are in full agreement that these stocks should be so handled as to ensure both the most effective use of the grain to satisfy actual food needs of the Korean people and the maximum contribution to the price stabilization effort of your Government.

In the furtherance of these mutual objectives, it is proposed that up to a maximum of 70 percent of the total grain deliveries may be handled through governmental channels with the remainder available for normal commercial distribution. The above percentage may be reconsidered at the request of either Government.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

SAMUEL D. BERGER

His Excellency
KIM YU TAEK,
Deputy Premier and
Minister, Economic Planning Board,
Seoul.

ECONOMIC PLANNING BOARD
REPUBLIC OF KOREA
SEOUL, KOREA

SEOUL, *March 18, 1964*

EXCELLENCY:

I have the honor to refer to your Excellency's Note No. 1012 of today's date which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed today between representatives of the Government of the Republic of Korea and the Government of the United States of America and to confirm the following understanding.

During the course of our negotiations on this agreement, a question has arisen concerning the allocation of grain between commercial and governmental distribution channels. Both Governments are in full

agreement that these stocks should be so handled as to insure both the most effective use of the grain to satisfy actual food needs of the Korean people and the maximum contribution to the price stabilization effort of your Government.

In the furtherance of these mutual objectives, it is proposed that up to a maximum of 70 percent of the total grain deliveries may be handled through governmental channels with the remainder available for normal commercial distribution. The above percentage may be reconsidered at the request of either Government.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

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

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

Y. T. KIM

Yu Taik Kim
Deputy Premier and
Minister, Economic Planning Board

His Excellency
SAMUEL D. BERGER
Ambassador of the United States
Seoul.

BOLIVIA

Investment Guaranties

Agreement relating to the agreement of September 23, 1955. Effected by exchange of notes Signed at La Paz March 4, 1964, Entered into force March 4, 1964.

The American Ambassador to the Bolivian Minister of Foreign Affairs and Worship

No. 260 LA PAZ, *March 4, 1964.*

EXCELLENCY:

I have the honor to refer to the agreement effected by the exchange of notes of September 23, 1955 [1] between our two Governments relating to investment guaranties which may be issued by the Government of the United States of America for investments in activities in Bolivia. After the exchange of these notes, legislation has been enacted in the United States of America modifying and augmenting the coverage to be provided investors by investment guaranties that may be issued by the Government of the United States of America.

In the interest of facilitating and increasing the participation of private enterprise in furthering the economic development of Bolivia, 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 above-mentioned agreement will be applicable to such guaranties.

Upon receipt of a note from Your Excellency indicating that the foregoing is acceptable to the Government of Bolivia and that the above-mentioned undertakings will apply, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on this date.

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[1] TIAS 3404, 6 UST 3948.

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

DOUGLAS HENDERSON

His Excellency
FERNANDO ITURRALDE CHINEL
Minister of Foreign Affairs
La Paz

The Bolivian Minister of Foreign Affairs and Worship to the American Ambassador

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

Nº DGNA-61 LA PAZ, *4 de marzo de 1964*

SEÑOR EMBAJADOR:

Me es honroso referirme a la apreciable nota Nº 260 de Vuestra Excelencia que propone una enmienda al Acuerdo de Garantía de Inversiones suscrito el 23 de septiembre de 1955 y que textualmente dice:

"Embajada de los Estados Unidos de América.–La Paz, 4 de marzo de 1964.

Excelencia: Tengo el honor de referirme al Convenio suscrito mediante cambio de notas de 23 de septiembre de 1955, entre nuestros dos gobiernos relativo a las garantías de inversión que pueden ser otorgadas por el Gobierno de los Estados Unidos de América para inversiones en actividades en Bolivia. Posteriormente al cambio de estas notas, los Estados Unidos de América han promulgado legislación, modificando y ampliando la protección proporcionada a los inversionistas por medio de garantías de inversión que podrían ser concedidas por el Gobierno de los Estados Unidos de América.

En el interés de facilitar y acrecentar la participación de la empresa privada en ayudar al desarrollo económico de Bolivia, el Gobierno de los Estados Unidos de América esta dispuesto a otorgar garantías de inversión, proporcionando la protección, debidamente autorizada por la legislación aplicable de los Estados Unidos, para inversiones apropiadas en actividades aprobadas por el Gobierno de Bolivia, siempre que este Gobierno se encuentre de acuerdo en que los compromisos existentes entre nuestros respectivos países contenidos en el mencionado Convenio, serán aplicables a estas garantías.

Al recibo de la nota de Vuestra Excelencia indicando que lo que antecede es aceptable al Gobierno de Bolivia y que dichos compromisos serán aplicables a estas garantías, el Gobierno de los Estados Unidos de América considerará que la presente nota y su respuesta

a ella, constituyen un Acuerdo formal entre nuestros dos gobiernos sobre esta materia, que entrará en vigencia a partir del día de hoy.

Acepte, Excelencia las seguridades de mi más alta y distinguida consideración".— (Fdo.) Douglas Henderson.

Al expresar a Vuestra Excelencia la conformidad del Gobierno de Bolivia con los términos de la nota transcrita, me es grato renovarle las seguridades de mi consideración más alta y distinguida.

F ITURRALDE C.

Dr. Fernando Iturralde Chinel
Ministro de Relaciones Exteriores y Culto

Al Excmo. señor DOUGLAS HENDERSON
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América
Presente

Translation

REPUBLIC OF BOLIVIA

MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

No. DGNA-61

LA PAZ, *March 4, 1964*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's courteous note No. 260, proposing an amendment to the Agreement relating to Investment Guaranties signed September 23, 1955, which reads as follows:

[For the English language text of the note, see *ante*, p. 260.]

I inform Your Excellency that the Government of Bolivia agrees to the terms of the transcribed note and renew to you the assurances of my highest and most distinguished consideration.

F ITURRALDE C.

Dr. Fernando Iturralde Chinel
Minister of Foreign Affairs and Worship

His Excellency
DOUGLAS HENDERSON,
Ambassador Extraordinary and Plenipotentiary of the United States of America,
City.

CHINA

Trade in Cotton Textiles

Agreement amending the agreement of October 19, 1963.
Effected by exchange of letters
Signed at Taipei February 3 and March 18, 1964;
Entered into force March 18, 1964.

The Economic Counselor, American Embassy, to the Secretary General of the Council for International Economic Cooperation and Development

AMERICAN EMBASSY,
TAIPEI, TAIWAN,
REPUBLIC OF CHINA,
February 3, 1964.

DEAR MR. LI:

I refer to your letter of December 4, 1963,[1] proposing that the ceiling for category 50 (trousers, slacks and shorts [outer], not knit, men's and boys'), presently set at 122,000 dozen for the twelve-month period beginning October 1, 1963, under the provisions of the United States-Chinese bilateral agreement concerning trade in cotton textiles,[2] be raised to 155,182 dozen, and that compensatory adjustment in the amount of the square yard equivalent of the increase of 33,182 dozen be made in category 63 (wearing apparel, not knit, not elsewhere specified).

I am authorized to inform you that the United States Government, after giving careful consideration to the Chinese Government's proposal, would be in principle prepared to agree to the one-time admission of 33,182 dozen men's and boys' trousers and shorts (category 50) in the period October 1, 1963 through September 30, 1964. However, in place of the proposed compensatory adjustment in category 63, my Government wishes to propose that compensation be effected by charging against the agreed levels of category 50, 16,591 dozen in each of the second and third years of the agreement.

Furthermore, at the same time, the United States Government wishes also to present for the consideration of the Government of China the proposal that, within the present agreed level for category 26 (woven fabric, not elsewhere specified, other, carded) for the

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[1] Not printed.
[2] TIAS 5482; 14 UST 1741.

twelve-month period beginning October 1, 1963, a subceiling of 1,800,000 square yards be imposed on shipments of cotton duck fabric from Taiwan to the United States. This proposal is impelled by pressing difficulties in the domestic market for cotton duck which arise in great part from the increasing proportion of duck in category 26 imports over recent months.

The United States Government would be pleased to receive the agreement of the Government of China to the proposed revisions to the bilateral agreement as outlined in this letter.

Sincerely yours,

WALTER T. SMITH
Counselor of Embassy
For Economic Affairs

Mr. K. T. LI,
Secretary General of the Council for
International Economic Cooperation and Development,
118 Hwaining Street,
Taipei, Taiwan, China.

The Secretary General of the Council for International Economic Cooperation and Development to the Economic Counselor, American Embassy

院 政 行
會員委展發作合濟經際國
COUNCIL FOR INTERNATIONAL
ECONOMIC COOPERATION AND DEVELOPMENT
EXECUTIVE YUAN
118, HWAINING STREET, TAIPEI, TAIWAN, CHINA

REFERENCE NO. C2-64-0486 MARCH 18, 1964

Mr. WALTER T. SMITH
Economic Counselor
American Embassy
Taipei, Taiwan

DEAR MR. SMITH:

Reference is made to your letter dated February 3, 1964 regarding our proposal for revision of the ceiling for category 50 under the United States-Chinese Cotton Bilateral Agreement concerning trade in cotton textiles.

I wish to inform you that the Chinese Government is willing to accept the counter-proposal made by your Government that the exceeding portion of 33,182 dozen men's and boys' trousers and shorts exported to United States under category 50 during the period October 1, 1963 through September 30, 1964 will be compensated by charging against the agreed levels of category 50, 16,591 dozens, in each of the second and third years of the agreement.

The Government of China also agrees to the United States Government's proposal that, within the present agreed level for category 26 for the twelve month period beginning October 1, 1963, a subceiling of 1,800,000 square yards be imposed on shipments of cotton duck fabric from Taiwan to the United States.

Sincerely yours,

K T Li

K. T. Li
Vice Chairman

33-259 O-64-18

PORTUGAL

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of November 28, 1961, as amended.
Effected by exchange of notes
Dated at Lisbon March 23 and April 3, 1964;
Entered into force April 3, 1964.

The American Embassy to the Portuguese Ministry of Foreign Affairs

Note No. 207

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 Agricultural Commodities Agreement between our two Governments signed on November 28, 1961, [1] as amended, [2] and to propose that the Agreement, as amended June 26, 1963 [2] be further amended as follows.

(a) In Article I delete the first sentence of numbered paragraph 1 and insert the following in its place

"1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Portugal of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance during those periods indicated in the table below or such longer period as may be authorized by the Government of the United States of America sales for United States dollars, to purchasers authorized by the Government of Portugal, of the following commodities

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[1] TIAS 4904, 12 UST 3051.
[2] TIAS 5392, 14 UST 997.

Commodity	Supply Period	Appropriate Maximum Quantity	Maximum Export Market Value to be Financed
Wheat and/or wheat flour	July 1, 1961 to November 30, 1963	196,000 metric tons	$11,900,000
	December 1, 1963 to June 30, 1964	150,000 metric tons	9,735,000
Ocean transportation (estimated)			2,440,000
Total			$24,075,000

(b) In Article II delete numbered paragraph 2 and insert the following in its place.

"2. The principal amount due for commodities delivered in each calendar year under this Agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid as follows

(a) In ten approximately equal annual payments for commodities delivered in the period July 1, 1961 to November 30, 1963, and

(b) In five approximately equal annual payments for commodities delivered in the period December 1, 1963 to June 30, 1964 or such longer period as may be authorized by the Government of the United States of America as provided in Article I.

"The first annual payment for commodities delivered in any calendar year during the period July 1, 1961 to November 30, 1963 shall become due on December 30 following the calendar year in which such deliveries are made and during the period December 1, 1963 to June 30, 1964 shall become due on March 31 following the calendar year in which such deliveries are made. Subsequent annual payments shall become due at intervals of one year from the date of the first annual payment thereafter. Any annual payment may be made prior to the due date thereof."

It is the understanding of the Government of the United States of America that the Government of Portugal, in expressing its concurrence that the commodities delivered pursuant to the agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries or displace cash marketings of the United States of America in these commodities, agrees that during each of the United States fiscal years 1964 and 1965, Portugal will import with its own resources from free world sources, including the United States of America, at least 125,000 metric tons of wheat and/or wheat flour in terms of grain equivalent. The quantities of the above commodities are in addition to the commodities provided for in this agreement.

If the foregoing is acceptable to the Government of Portugal, the Embassy has the honor to propose that this note and the Ministry's affirmative reply shall constitute an agreement between our two governments on this matter to enter into force on the date of the Ministry's reply.

The Embassy avails itself of the opportunity to renew to the Ministry of Foreign Affairs the assurance of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
Lisbon, March 23, 1964.

The Portuguese Ministry of Foreign Affairs to the American Embassy

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

DIRECÇÃO-GERAL
DOS
NEGÓCIOS ECONÓMICOS E CONSULARES

Proc. 41,22/E.U.A.
E C 3

The Ministry for Foreign Affairs of Portugal present their best compliments to the Embassy of the United States of America and have the honour to acknowledge receipt of the Embassy's note nº 207, dated march 23, 1964, which reads as follows

"Note nº 207.

"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 Agricultural Commodities Agreement between our two Governments signed on November 28, 1961, as amended, and to propose that the Agreement, as amended June 26, 1963 be further amended as follows:

(a) In Article I delete the first sentence of numbered paragraph 1 and insert the following in its place

"1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Portugal of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance during those periods indicated in the table below or such longer period as may be authorized by the Government of the United States of america sales for United States dollars, to purchasers authorized by the Government of Portugal, of the Following commodities

Commodity	Supply Period	Appropriate Maximum Quantity	Maximum Export Market Value to be Financed
Wheat and/or wheat flour	July 1, 1961 to November 30, 1963	196,000 metric tons	$11,900,000
	December 1, 1963 to June 30, 1964	150,000 metric tons	9,735,000
Ocean transportation (estimated)			2,440,000
Total			$24,075,000

(b) In Article II delete numbered paragraph 2 and insert the following in its place.

"2. The principal amount due for commodities delivered in each calendar year under this Agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid as follows.

(a) In ten approximately equal annual payments for commodities delivered in the period July 1, 1961 to November 30, 1963, and

(b) In five approximately equal annual payments for commodities delivered in the period December 1, 1963 to June 30, 1964 or such longer period as may be authorized by the Government of the United States of America as provided in Article I.

"The first annual payment for commodities delivered in any calendar year during the period July 1, 1961 to November 30, 1963 shall become due on December 30 following the calendar year in which such deliveries are made and during the period December 1, 1963 to June 30, 1964 shall become due on March 31 following the calendar year in which such deliveries are made. Subsequent annual payments shall become due at intervals of one year from the date of the first annual payment thereafter. Any annual payment may be made prior to the due date thereof."

It is the understandig of the Government of the United States of America that the Government of Portugal, in expressing its concurrence that the commodities delivered pursuant to the agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries or displace cash marketings of the United States of America in these commodities, agrees that during each of the United States fiscal years 1964 and 1965, Portugal will import with its own resources from free world sources, including the United States of America, at least 125,000 metric tons of wheat and/or wheat flour in terms of grain equivalent. The quantities of the above commodities are in addition to the commodities provided for in this agreement.

If the foregoing is acceptable to the Government of Portugal, the Embassy has the honor to propose that this note and the Ministry's affirmative reply shall constitute an agreement between our two governments on this matter to enter into force on the date of the Ministry's reply "

The Ministry for Foreign Affairs have the honour to inform that the terms of the Embassy's Note n° 207 are acceptable to the Government of Portugal.

The Ministry for Foreign Affairs take the opportunity to renew to the Embassy of the United States of America the assurance of their highest consideration.

LISBON, *April the 3rd, 1964.*

CANADA

Boundary Waters: Saint Lawrence Seaway Suspension of Tolls on the Welland Canal

Agreement continuing the agreement of July 3 and 13, 1962.
Effected by exchange of notes
Signed at Ottawa March 31, 1964;
Entered into force March 31, 1964.

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

DEPARTMENT OF
EXTERNAL AFFAIRS
CANADA

No. 46 OTTAWA, *March 31, 1964.*

EXCELLENCY,

I have the honour to refer to Note No. 198 of December 19, 1963 to you from the Secretary of State for External Affairs and to your reply in Note 202 of December 20, 1963 [1] regarding the intention of the Government of Canada to reimpose tolls on the Welland Canal as of April 1, 1964 at the rates and under the terms existing immediately prior to the suspension of these tolls in 1962.

The Canadian Government has now re-examined this matter and has come to the conclusion that it would be preferable not to reimpose tolls on the Welland Canal at the present time.

Accordingly I have the honour to propose that this Note and your reply shall constitute an Agreement between our two Governments to continue in force beyond April 1, 1964, the Agreement recorded in the Exchange of Notes of July 3 and 13, 1962 [2] in relation to the Welland Canal.

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[1] TIAS 5481; 14 UST 1739.
[2] TIAS 5117; 13 UST 1763.

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

PAUL MARTIN
Secretary of State
for External Affairs

His Excellency W. WALTON BUTTERWORTH,
Ambassador of the United States of America,
Wellington Street,
Ottawa.

The American Chargé d'Affaires ad interim to the Canadian Secretary of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
No. 291 *Ottawa, March 31, 1964.*

EXCELLENCY:

I have the honor to refer to your note No. 46 dated March 31, 1964 in which you refer to the intergovernmental agreement by exchange of notes dated December 19 and 20, 1963, regarding the reimposition of tolls on the Welland Canal as of April 1, 1964, at the rates and under the terms in effect immediately prior to the suspension of these tolls in 1962.

You state that upon re-examination of this matter the Canadian Government has concluded that it would be preferable not to reimpose the tolls on the Welland Canal at the present time. I have been instructed by my Government to inform you that the proposal not to reimpose tolls on the Welland Canal as of April 1, 1964 is acceptable.

Accordingly, your note and this reply shall constitute an agreement between our two Governments to continue in force, beyond April 1, 1964, the agreement recorded in the exchange of notes of July 3 and 13, 1962 in relation to the Welland Canal.

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

IVAN B. WHITE

Ivan B. White
Charge d'Affaires ad interim

His Excellency
PAUL MARTIN, P.C. Q.C.,
Secretary of State for External Affairs,
Ottawa.

IVORY COAST

Agricultural Commodities

Agreement signed at Abidjan March 10, 1964;
Entered into force March 10, 1964.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE IVORY COAST UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Ivory Coast:

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

Considering that the purchase for the Communauté Financière Africaine francs (hereinafter referred to as CFA francs) of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the CFA francs accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Ivory Coast pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

ARTICLE I

SALES FOR CFA FRANCS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Ivory Coast of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for CFA francs to purchasers authorized by the Government of the Ivory Coast of the following agricultural commodities in the amount indicated:

Commodity	Export Market Value (millions)
Rice, milled	$2.47
Tallow, inedible	0.98
Ocean transportation	0.35
Total	$3.80

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of CFA francs accruing from such sale, and other relevant matters.

3. 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

USES OF CFA FRANCS

The CFA francs accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown:

A. For United States expenditures under subsections (a), (b), (c), (d), (f) and (h) through (s) of Section 104 of the Act, or under any of such subsections, thirty-five percent of the CFA francs accruing pursuant to this agreement.

B. 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 Ivory Coast incident thereto, fifteen percent of the CFA francs accruing pursuant to this agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in the Ivory Coast for business development and trade expansion in the Ivory Coast and to United States firms and Ivory Coast firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of the Ivory Coast, acting through the Ministry of Finance, Economic Affairs and Plan (hereinafter referred to as the Ministry). The Minister of Finance, Economic Affairs and Plan or his designate, will act for the Government of the Ivory Coast, and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Ministry 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.

(4) When AID is prepared to act favorably upon an application, it will so notify the Ministry and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in the Ivory Coast on comparable loans, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Ministry will indicate to AID whether or not the Ministry has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Ministry, it shall be understood that the Ministry has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Ministry.

(6) In the event the francs set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Ministry, the Government of the United States of America may use the CFA francs for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of the Ivory Coast under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of the Ivory Coast, as may be mutually agreed, fifty percent of the CFA francs accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the CFA francs for loan purposes under

Section 104(g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the CFA francs for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF CFA FRANCS

1. The amount of CFA francs to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into CFA francs, as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Ivory Coast, or

(b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the Ivory Coast and the Government of the United States of America.

2. In the event that any subsequent agricultural commodities agreement or agreements should be signed by the two Governments under the Act, any refunds of the Ivory Coast CFA francs which may be due or become due under this agreement more than two years from the effective date of this agreement would be made by the Government of the United States of America from funds available from the most recent agricultural commodities agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the Ivory Coast will take all possible measures to prevent the resale 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, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this Agreement and ending with the final date on which such commodities are received and utilized (except where such exports are specifically approved by the Government of the United States of America); and to ensure that the purchase

of commodities pursuant to this Agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Ivory Coast will furnish information upon the request of the Government of the United States of America on the progress of the program, particularly with respect to the arrival and condition of commodities and provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

ARTICLE V

CONSULTATION

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

ARTICLE VI

ENTRY INTO FORCE

This agreement shall enter into force upon signature.

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

DONE at Abidjan in duplicate this TENTH day of MARCH, 1964.

FOR THE GOVERNMENT OF THE IVORY COAST:

R. SALLER

Raphaël Saller
Minister of Finance, Economic Affairs and Plan

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JAMES W WINE

James W. Wine
Ambassador

[SEAL]

The American Ambassador to the Minister of Finance, Economic Affairs and Plan of Ivory Coast

No. 38 ABIDJAN, *March 10, 1964*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Ivory Coast signed today and to confirm my Government's understanding of agreement reached in conversations which have taken place between representatives of our two Governments with respect to the following:

(1) The Republic of the Ivory Coast agrees that it will procure and import with its own resources at least 25,000 metric tons of rice and 1,000 metric tons of tallow from the United States of America and countries friendly to the United States of America during the calendar year 1964, in addition to purchases under the cited agreement. If deliveries extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time the request for extension of deliveries is made.

(2) For purposes of Section 104(a) and 104(h) of the Act, the Government of the Republic of the Ivory Coast will provide, upon request of the Government of the United States of America, facilities for the conversion into other nondollar currencies of the following amounts of CFA francs: For 104(a) purposes, $76,000 worth of CFA francs, or two percent of the CFA francs accruing under the Agreement, whichever is greater; for 104(h) purposes and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, [1] up to a total of $75,000 worth of CFA francs. Currencies obtained through these provisions will be utilized in the case of Section 104(a) to finance agricultural market development activities in other countries and in the case of 104(h) to finance educational exchange programs and activities in other countries.

(3) The Government of the United States of America may utilize CFA francs in the Ivory Coast to pay for international travel originating in the Ivory Coast, or originating outside the Ivory Coast when the travel (including connecting travel) is to or through the Ivory Coast, and for travel within the United States of America or other areas outside the Ivory Coast when the travel is part of a trip in which the traveler travels from, to or through the Ivory Coast. It is understood that these funds are intended to cover travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which CFA francs may be utilized shall not be limited to services provided by the Ivory Coast transportation facilities.

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

I shall appreciate receiving your Excellency's confirmation of the above understandings.

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

JAMES W. WINE,
Ambassador.

His Excellency
RAPHAËL SALLER,
Minister of Finance,
Economic Affairs and Plan,
Abidjan.

The Minister of Finance, Economic Affairs and Plan of Ivory Coast to the American Ambassador

MINISTERE DES FINANCES
DES AFFAIRES ECONOMIQUES
ET DU PLAN

LE MINISTRE

RÉPUBLIQUE DE CÔTE D'IVOIRE
Union - Discipline - Travail

N° 87FAEP/M/CSN

ABIDJAN, *le 10 Mars 1964*

à Son Excellence Monsieur L'AMBASSADEUR
DES ETATS-UNIS D'AMÉRIQUE
Abidjan

EXCELLENCE,

Je me réfère à votre lettre du 10 Mars 1964 dont le texte traduit en français est le suivant:

"J'ai l'honneur de me référer à l'Accord relatif aux produits agricoles, conclu ce jour entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République de Côte d'Ivoire, et de vous confirmer que mon Gouvernement accepte l'accord auquel sont parvenus les représentants de nos deux Gouvernements sur les bases suivantes:

"1°)- La République de Côte d'Ivoire s'engage à se procurer et à importer des Etats-Unis d'Amérique et des pays amis de ceux-ci, par ses propres ressources, au moins 25 000 tonnes métriques de riz et 1 000 tonnes métriques de suif durant l'année 1964, en plus des achats déjà prévus dans l'accord précité. Si les livraisons devaient s'étendre sur une période plus longue que prévue, le niveau des exigences du marché normal pour la dite période sera fixé lors de la demande de prorogation des livraisons;

"2°)- Pour les besoins de la Section 104 (a) et de la Section 104 (h) de la Loi P.L. 480, le Gouvernement de la République de Côte d'Ivoire donnera au Gouvernement des Etats-Unis d'Amérique, sur sa demande, toutes facilités pour convertir en autres monnaies

que le dollar les montants en francs C.F.A. suivants: pour la section 104 (a) la contrepartie de 76 000 dollars, ou deux pour cent des francs C.F.A. provenant du présent Accord, dont le montant est plus important; pour la section 104 (h) et dans le cadre du "Mutual Education and Cultural Exchange Act" de 1961 la contrepartie de 75 0000 dollars. Les devises ainsi obtenues seront utilisées, en ce qui concerne la section 104 (a) pour financer les travaux relatifs au développement de nouveaux marchés agricoles dans d'autres pays, et s'agissant de la section 104 (h) pour financer les programmes et activités d'échanges éducatifs entrepris dans d'autres pays".

"3°)– Le Gouvernement des Etats-Unis d'Amérique pourra utiliser les francs C.F.A. en Côte d'Ivoire pour le paiement des frais relatifs aux voyages internationaux effectués par des personnes partant de Côte d'Ivoire ou s'embarquant dans un autre pays à destination de la Côte d'Ivoire (y compris le cas des correspondances) ou transitant par cet Etat, ainsi que pour le règlement des dépenses de voyages effectués à l'intérieur des Etats-Unis ou d'autres régions en dehors de la Côte d'Ivoire, lorsque le voyageur emprunte un itinéraire ayant comme point de départ ou d'arrivée la Côte d'Ivoire ou traversant ce dernier pays. Il est entendu que ces fonds serviront uniquement à couvrir les frais de transport des personnes qui voyagent pour le compte du Gouvernement des Etats-Unis d'Amérique ou qui prennent part aux travaux financés par ce même gouvernement. D'autre part, il est entendu que les voyageurs pourront utiliser des moyens de transport autres que ceux mis en service par les entreprises ivoiriennes.

"Je serais très reconnaissant à votre Excellence, de bien vouloir me confirmer son accord sur les points qui précèdent."

J'ai l'honneur de vous confirmer que les dispositions mentionnées dans votre lettre, ci-dessus reproduite, correspondent bien au sens donné par mon Gouvernement à l'accord intervenu entre nous.

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

R. SALLER

R. Saller

Translation

MINISTRY OF FINANCE,
ECONOMIC AFFAIRS,
AND PLAN

THE MINISTER

No. 87FAEP/M/CSN

IVORY COAST REPUBLIC
Union – Discipline – Labor

ABIDJAN, *March 10, 1964*

His Excellency
THE AMBASSADOR OF THE
UNITED STATES OF AMERICA,
Abidjan.

EXCELLENCY:

I refer to your note of March 10, 1964, the text of which translated into French reads as follows:

[For the English language text of the note, see *ante*, p. 278.]

I have the honor to confirm that the provisions contained in your note, reproduced above, are exactly in accordance with my Government's understanding of the agreement concluded between us.

Accept, Excellency, the assurances of my very high consideration.

R. SALLER

R. Saller

33-259 O-64-19

JAPAN

Atomic Energy: Cooperation for Civil Uses

Protocol amending the agreement of June 16, 1958, as amended. Signed at Washington August 7, 1963; Entered into force April 21, 1964.

PROTOCOL AMENDING THE AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF JAPAN CONCERNING CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of Japan;

Desiring to amend the Agreement for Cooperation between the Government of the United States of America and the Government of Japan Concerning Civil Uses of Atomic Energy signed at Washington on June 16, 1958, [1] as amended by the Protocol signed at Washington on October 9, 1958, [2] hereinafter referred to as the "Agreement for Cooperation";

Have agreed as follows:

ARTICLE I

Article V, paragraph A, of the Agreement for Cooperation is amended to read:

"A. Research Materials

"Materials of interest in connection with defined research projects related to the peaceful uses of atomic energy as provided by Article III and under the limitations set forth in Article II, including source materials, special nuclear materials, by-product material, other radioisotopes, and stable isotopes, will be exchanged for research purposes, other than for fueling reactors and reactor experiments, in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially."

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[1] TIAS 4133; 9 UST 1383.

[2] TIAS 4172; 10 UST 70.

ARTICLE II

This Protocol shall enter into force on the day on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Protocol [1] and shall remain in force for the period of the Agreement for Cooperation.

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

DONE at Washington, in duplicate in the English and Japanese languages, both texts being equally authentic, this 7th day of August 1963.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

ROGER HILSMAN

GLENN T SEABORG

FOR THE GOVERNMENT OF JAPAN:

RYUJI TAKEUCHI

[1] Apr. 21, 1964.

名した。

千九百六十三年八月七　日にワシントンで、ひとしく正文である英語及び日本語により本書二通を作成した。

アメリカ合衆国政府のために

日本国政府のために

武内龍次

平和的利用に関連する一定の研究事業にとつて重要な資材（原料物質、特殊核物質、副産物質、他の放射性同位元素及び安定同位元素を含む。）は、商業的に入手することができないときは、合意される量だけ、かつ、合意される条件により、研究の目的（原子炉の燃料供給及び原子炉実験の目的を除く。）のために交換される。

第二条

この議定書は、それぞれの政府が、他方の政府から、この議定書の効力発生のための法律上及び憲法上のすべての要件を満たした旨の文書による通告を受領した日に効力を生じ、かつ、協力協定の効力の存続期間中効力を有する。

以上の証拠として、下名は、正当に委任を受け、この議定書に署

原子力の非軍事的利用に関する協力のためのアメリカ合衆国政府と日本国政府との間の協定を改正する議定書

アメリカ合衆国政府及び日本国政府は、

千九百五十八年十月九日にワシントンで署名された議定書により改正された千九百五十八年六月十六日にワシントンで署名された原子力の非軍事的利用に関する協力のためのアメリカ合衆国政府と日本国政府との間の協定（以下「協力協定」という。）を改正することを希望して、

次のとおり協定した。

第一条

協力協定第五条Aを次のように改める。

A 研究用資材

第三条に定められ、かつ、第二条に掲げる制限に従う原子力の

TANGANYIKA

Technical Cooperation: Continued Application to Tanganyika of the United States–United Kingdom Agreement of July 13, 1951

Agreement effected by exchange of notes
Dated at Dar es Salaam December 9, 1963;
Entered into force December 9, 1963.

The Tanganyikan Ministry of External Affairs and Defence to the American Embassy

MINISTRY OF EXTERNAL AFFAIRS
AND DEFENCE,
AZANIA BUILDING,
P O. BOX 9000,
DAR ES SALAAM,
TANGANYIKA

EAC. 4/51/015

9th December, 1963.

The Ministry of External Affairs and Defence of the Republic of Tanganyika presents its compliments to the Embassy of the United States of America and has the honour to refer to discussions recently held between the Attorney-General of Tanganyika and the Ambassador of the United States relative to the continued application to Tanganyika of the provisions of the Agreement for Technical cooperation between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America, done at London, 13th July, 1951.[1]

Since the provisions of that Agreement will cease to apply on 9th December, 1963, the Ministry has the honour to propose that the existing Agreement be continued in force for six month's from the date of this note, by which time a new agreement shall have been concluded.

If this proposal is acceptable to the Embassy, the Ministry has the honour to propose that this note, and the Embassy's affirmative reply shall constitute an agreement between the Government of the Republic of Tanganyika and the Government of the United States of America to that effect.

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[1] TIAS 2281, 2 UST 1307.

The Ministry of External Affairs and Defence of the Republic of Tanganyika avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

THE EMBASSY OF THE UNITED STATES OF AMERICA,
P.O Box 9170,
Dar es Salaam.

[SEAL]

The American Embassy to the Tanganyikan Ministry of External Affairs and Defence

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs and Defence and has the honor to refer to discussions recently held between the Attorney General of Tanganyika and the Ambassador of the United States of America and to the Ministry's note of December 9, 1963 (EAC. 4/51/015), relative to the continuation in force, between the Government of the United States of America and the Government of the Republic of Tanganyika, of the Agreement for Technical Cooperation between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America, done at London on July 13, 1951.

The Embassy has the honor to agree that this Agreement be continued in force for six months from the date of your note and that during this time a new agreement shall be concluded.

The Embassy further agrees that the Ministry's note and this reply shall constitute an agreement between the Government of the United States of America and the Government of the Republic of Tanganyika to that effect.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
Dar es Salaam, December 9, 1963.

BELGIUM and LUXEMBOURG

Education: Financing of Exchange Programs

Agreement amending the agreement of October 8, 1948, as amended.
Effected by exchange of notes
Signed at Brussels April 2, 1964;
And exchange of notes
Signed at Luxembourg March 12 and April 2, 1964;
Entered into force April 2, 1964.

The American Ambassador to the Belgian Minister of Foreign Affairs

No. 60 BRUSSELS, *April 2, 1964.*

EXCELLENCY:

I have the honor to refer to the agreement for the financing of a cultural and educational program between the Government of the United States of America, on the one hand, and the Governments of Belgium and Luxembourg, on the other hand, signed at Brussels on October 8, 1948, as amended.[1] I have the honor to refer also to recent conversations between the representatives of our respective Governments on the same subject and to confirm the understanding reached that the aforementioned agreement be further amended, in accordance with Article 13 thereof, as follows:

1. The preamble is amended—

(a) by deleting from the second paragraph the words ", the Belgian Congo,"; and
(b) by deleting the third paragraph.

2. Article 1 is amended to read as follows:

"There shall be established a foundation to be known as the United States Educational Foundation in Belgium (hereinafter designated "the Foundation") which shall be recognized by the Government of the United States of America and the Governments of Belgium and Luxembourg as an organization created and established to facilitate the administration of an educational and cultural program to be financed by funds made available under the terms of the present agreement. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of

[1] TIAS 1860, 3940; 62 Stat. (pt. 3) 3451; 8 UST 2021.

America and the Governments of Belgium and Luxembourg as they relate to the use and expenditure of currencies, and credits for currencies, for the purposes set forth in the present agreement. All of the funds made available under the present agreement, within the conditions and limitations hereinafter set forth, shall be used by the Foundation for the purpose of

"(1) financing studies, research, instruction, and other educational activities of or for citizens and nationals of the United States of America in Belgium and Luxembourg; and of or for citizens and nationals of Belgium and Luxembourg in United States schools and institutions of learning located in or outside the United States of America;

"(2) financing visits and interchanges between the United States of America, on the one hand, and Belgium and Luxembourg, on the other hand, of students, trainees, teachers, instructors and professors; and

"(3) financing such other related educational and cultural programs and activities as may be provided for in budgets approved in accordance with Article 3 hereof."

3. Article 2 is amended—

(a) by adding at the end of subparagraph (3) the words ", including payment for transportation, tuition, maintenance and other expenses incident thereto";

(b) by deleting from subparagraph (5) the words "Section 32(b) of the United States Surplus Property Act of 1944, as amended, and the purposes of";

(c) by revising subparagraph (6) to read as follows:

"(6) Recommend to the Board of Foreign Scholarships of the United States of America students, trainees, research scholars, teachers, instructors and professors, resident in Belgium and Luxembourg, to participate in the program."; and

(d) by adding thereto the following new subparagraph:

(10) Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present agreement but are not financed by funds made available under this agreement, provided, however, that such programs and activities and the Foundation's role therein shall be fully described in reports made to the Secretary of State of the United States of America and the Governments of Belgium and Luxembourg, and provided that no objection is interposed by them to the Foundation's actual or proposed role therein."

4. Article 2(A) is deleted.

5. Article 11 is amended—

(a) by deleting from the first paragraph the words "not to exceed the equivalent of $150,000 (United States Currency) during any calendar year, and";

(b) by inserting between the second and last paragraphs the following new paragraphs:

"In addition to the funds provided in the first paragraph of this article, there may also be used for the purposes of this agreement any funds held or available for expenditure by the Government of the United States of America for such purposes, and contributions to the Foundation from any source.

"The performance of this agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America when required by the laws of the United States of America."; and

(c) by substituting the word "funds" for the words "currency of the Government of Belgium" in the last paragraph.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Belgium, and a note from the Minister for Foreign Affairs of Luxembourg indicating that the foregoing provisions are acceptable to the Government of Luxembourg, the Government of the United States of America will consider that this note, your reply thereto, and the reply of the Minister for Foreign Affairs of Luxembourg constitute an agreement between the three Governments on this subject, the agreement to enter into force on the date of your note in reply, or the date of the note in reply of the Minister for Foreign Affairs of Luxembourg, whichever is later.

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

DOUGLAS MACARTHUR II

His Excellency
PAUL-HENRI SPAAK,
Minister of Foreign Affairs,
Brussels.

The Belgian Minister of Foreign Affairs to the American Ambassador

BRUSSELS, *April 2, 1964.*

EXCELLENCY:

I have the honour to acknowledge receipt of Your Excellency's Note of to-day's date which reads as follows:

"I have the honour to refer to the agreement for the financing of a cultural and educational program between the Government of the

United States of America, on the one hand, and the Governments of Belgium and Luxembourg, on the other hand, signed at Brussels on October 8, 1948, as amended. I have the honor to refer also to recent conversations between the representatives of our respective Governments on the same subject and to confirm the understanding reached that the aforementioned agreement be further amended, in accordance with Article 13 thereof, as follows:

1. The preamble is amended—

(a) by deleting from the second paragraph the words ", the Belgian Congo,"; and

(b) by deleting the third paragraph.

2. Article 1 is amended to read as follows:

"there shall be established a foundation to be known as the United States Educational Foundation in Belgium (hereinafter designated "the Foundation") which shall be recognized by the Government of the United States of America and the Governments of Belgium and Luxembourg as an organization created and established to facilitate the administration of an educational and cultural program to be financed by funds made available under the terms of the present agreement. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America and the Governments of Belgium and Luxembourg as they relate to the use and expenditure of currencies, and credits for currencies, for the purposes set forth in the present agreement. All of the funds made available under the present agreement, within the conditions and limitations hereinafter set forth, shall be used by the Foundation for the purpose of

"(i) financing studies, research, instruction, and other educational activities of or for citizens and nationals of the United States of America in Belgium and Luxembourg; and of or for citizens and nationals of Belgium and Luxembourg in United States schools and institutions of learning located in or outside the United States of America;

"(2) financing visits and interchanges between the United States of America, on the one hand, and Belgium and Luxembourg, on the other hand, of students, trainees, teachers, instructors and professors; and

"(3) financing such other related educational and cultural programs and activities as may be provided for in budgets approved in accordance with Article 3 hereof."

3. Article 2 is amended—

(a) by adding at the end of subparagraph (3) the words ", including payment for transportation, tuition, maintenance and other expenses incident thereto";

(b) by deleting from subparagraph (5) the words "Section 32 (b) of the United States Surplus Property Act of 1944, as amended, and the purposes of";

(c) by revising subparagraph (6) to read as follows:

"(6) Recommend to the Board of Foreign Scholarships of the United States of America students, trainees, research scholars, teachers, instructors and professors, resident in Belgium and Luxembourg, to participate in the program."; and

(d) by adding thereto the following new subparagraph:

(10) Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present agreement but are not financed by funds made available under this agreement, provided, however, that such programs and activities and the Foundation's role therein shall be fully described in reports made to the Secretary of State of the United States of America and the Governments of Belgium and Luxembourg, and provided that no objection is interposed by them to the Foundation's actual or proposed role therein".

4. Article 2(A) is deleted.

5. Article 11 is amended—

(a) by deleting from the first paragraph the words "not to exceed the equivalent of $150,000 (United States Currency) during any calendar year, and";

(b) by inserting between the second and last paragraphs the following new paragraphs:

"In addition to the funds provided in the first paragraph of this article, there may also be used for the purposes of this agreement any funds held or available for expenditure by the Government of the United States of America for such purposes, and contributions to the Foundation from any source.

"The performance of this agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America when required by the laws of the United States of America."; and

(c) by substituting the word "funds" for the words "currency of the Government of Belgium" in the last paragraph.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Belgium, and a note from the Minister for Foreign Affairs of Luxembourg indicating that the foregoing provisions are acceptable to the Government of Luxembourg, the Government of the United States of America will consider that this note, your reply thereto, and the reply of the Minister for Foreign Affairs of Luxembourg constitute an agreement between the three Governments on this subject, the agreement to enter

into force on the date of your note in reply, or the date of the note in reply of the Minister for Foreign Affairs of Luxembourg, whichever is later."

I have the honour to confirm to Your Excellency that the proposals set forth in Your note are acceptable to the Belgium Government.

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

P. H. SPAAK

(P. H. Spaak)

His Excellency
DOUGLAS MACARTHUR II,
Ambassador of the United States of America
Brussels

The American Ambassador to the Luxembourg Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Luxembourg, March 12, 1964.

No. 45

EXCELLENCY:

I have the honor to refer to the agreement for the financing of a cultural and educational program between the Government of the United States of America, on the one hand, and the Governments of Belgium and Luxembourg, on the other hand, signed at Brussels on October 8, 1948, as amended. I have the honor to refer also to recent conversations between the representatives of our respective Governments on the same subject and to confirm the understanding reached that the aforementioned agreement be further amended, in accordance with Article 13 thereof, as follows:

1. The preamble is amended—
   (a) by deleting from the second paragraph the words ", the Belgian Congo,"; and
   (b) by deleting the third paragraph.
2. Article 1 is amended to read as follows:

   "There shall be established a foundation to be known as the United States Educational Foundation in Belgium (hereinafter designated "the Foundation") which shall be recognized by the Government of the United States of America and the Governments of Belgium and Luxembourg as an organization

created and established to facilitate the administration of an educational and cultural program to be financed by funds made available under the terms of the present agreement. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America and the Governments of Belgium and Luxembourg as they relate to the use and expenditures of currencies, and credits for currencies, for the purposes set forth in the present agreement. All of the funds made available under the present agreement, within the conditions and limitations hereinafter set forth, shall be used by the Foundation for the purposes of

"(1) financing studies, research, instruction, and other educational activities of or for citizens and nationals of the United States of America in Belgium and Luxembourg, and of or for citizens and nationals of Belgium and Luxembourg in United States schools and institutions of learning located in or outside the United States of America;

"(2) financing visits and interchanges between the United States of America, on the one hand, and Belgium and Luxembourg, on the other hand, of students, trainees, teachers, instructors and professors; and

"(3) financing such other related educational and cultural programs and activities as may be provided for in budgets approved in accordance with Article 3 hereof."

3. Article 2 is amended—

(a) by adding at the end of subparagraph (3) the words ", including payment for transportation, tuition, maintenance and other expenses incident thereto";

(b) by deleting from subparagraph (5) the words "Section 32(b) of the United States Surplus Property Act of 1944, as amended, and the purposes of";

(c) by revising subparagraph (6) to read as follows:

"(6) Recommend to the Board of Foreign Scholarships of the United States of America students, trainees, research scholars, teachers, instructors and professors, resident in Belgium and Luxembourg, to participate in the programs."; and

(d) by adding thereto the following new subparagraph:

(10) Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present agreement but are not financed by funds made available under this agreement, provided, however, that such programs and activities and the Foundation's role therein shall be fully described in reports made to the Secretary of State of the United

States of America and the Governments of Belgium and Luxembourg, and provided that no objection is interposed by them to the Foundation's actual or proposed role therein."

4. Article 2(A) is deleted.
5. Article 11 is amended—
   (a) by deleting from the first paragraph the words "not to exceed the equivalent of $150,000 (United States Currency) during any calendar year, and";
   (b) by inserting between the second and last paragraphs the following new paragraphs:

   "In addition to the funds provided in the first paragraph of this article, there may also be used for the purposes of this agreement any funds held or available for expenditure by the Government of the United States of America for such purposes, and contributions to the Foundation from any source.

   "The performance of this agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America when required by the laws of the United States of America."; and
   (c) by substituting the word "funds" for the words "currency of the Government of Belgium" in the last paragraph.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Luxembourg, and a note from the Minister for Foreign Affairs of Belgium indicating that the foregoing provisions are acceptable to the Government of Belgium, the Government of the United States of America will consider that this note, your reply thereto, and the reply of the Minister for Foreign Affairs of Belgium constitute an agreement between the three Governments on this subject, the agreement to enter into force on the date of your note in reply, or the date of the note in reply of the Minister for Foreign Affairs of Belgium, whichever is later.

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

WILLIAM R RIVKIN

His Excellency
EUGENE SCHAUS,
Minister of Foreign Affairs,
Luxembourg, Luxembourg.

TIAS 5555

The Luxembourg Minister of Foreign Affairs to the American Ambassador

MINISTÈRE
DES AFFAIRES ÉTRANGÈRES

LUXEMBOURG, *April 2nd, 1964*

EXCELLENCY:

I have the honour to acknowledge receipt of Your Excellency's Note of to-day's date which reads as follows:

"I have the honour to refer to the agreement for the financing of a cultural and educational program between the Government of the United States of America, on the one hand, and the Governments of Belgium and Luxembourg, on the other hand, signed at Brussels on October 8, 1948, as amended. I have the honor to refer also to recent conversations between the representatives of our respective Governments on the same subject and to confirm the understanding reached that the aforementioned agreement be further amended, in accordance with Article 13 thereof, as follows:

1. The preamble is amended—

(a) by deleting from the second paragraph the words ", the Belgian Congo,"; and

(b) by deleting the third paragraph.

2. Article 1 is amended to read as follows:

"there shall be established a foundation to be known as the United States Educational Foundation in Belgium (hereinafter designated "the Foundation") which shall be recognized by the Government of the United States of America and the Governments of Belgium and Luxembourg as an organization created and established to facilitate the administration of an educational and cultural program to be financed by funds made available under the terms of the present agreement. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America and the Governments of Belgium and Luxembourg as they relate to the use and expenditure of currencies, and credits for currencies for the purposes set forth in the present agreement. All of the funds made available under the present agreement, within the conditions and limitations hereinafter set forth, shall be used by the Foundation for the purpose of

"(i) financing studies, research, instruction, and other educational activities of or for citizens and nationals of the United States of America in Belgium and Luxembourg; and of or for citizens and nationals of Belgium and Luxembourg in United States schools and institutions of learning located in or outside the United States of America;

33-259 O-64-20

"(2) financing visits and interchanges between the United States of America, on the one hand, and Belgium and Luxembourg, on the other hand, of students, trainees, teachers, instructors and professors; and

"(3) financing such other related educational and cultural programs and activities as may be provided for in budgets approved in accordance with Article 3 hereof."

3. Article 2 is amended—

(a) by adding at the end of subparagraph (3) the words ", including payment for transportation, tuition, maintenance and other expenses incident thereto";

(b) by deleting from subparagraph (5) the words "Section 32(b) of the United States Surplus Property Act of 1944, as amended, and the purposes of";

(c) by revising subparagraph (6) to read as follows:

"(6) Recommend to the Board of Foreign Scholarships of the United States of America students, trainees, research scholars, teachers, instructors and professors, resident in Belgium and Luxembourg, to participate in the program."; and

(d) by adding thereto the following new subparagraph:

(10) Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present agreement but are not financed by funds made available under this agreement, provided, however, that such programs and activities and the Foundation's role therein shall be fully described in reports made to the Secretary of State of the United States of America and the Governments of Belgium and Luxembourg, and provided that no objection is interposed by them to the Foundation's actual or proposed role therein".

4. Article 2(A) is deleted.

5. Article 11 is amended—

(a) by deleting from the first paragraph the words "not to exceed the equivalent of $ 150.000 (United States Currency) during any calendar year, and";

(b) by inserting between the second and last paragraphs the following new paragraphs:

"In addition to the funds provided in the first paragraph of this article, there may also be used for the purposes of this agreement any funds held or available for expenditure by the Government of the United States of America for such purposes, and contributions to the Foundation from any source.

"The performance of this agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America when required by the laws of the United States of America."; and

(c) by substituting the word "funds" for the words "currency of the Government of Belgium" in the last paragraph.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Luxembourg, and a note from the Minister for Foreign Affairs of Belgium indicating that the foregoing provisions are acceptable to the Government of Belgium, the Government of the United States of America will consider that this note, your reply thereto, and the reply of the Minister for Foreign Affairs of Belgium constitute an agreement between the three Governments on this subject, the agreement to enter into force on the date of your note in reply, or the date of the note in reply of the Minister for Foreign Affairs of Belgium, whichever is later."

I have the honour to confirm to Your Excellency that the proposals set forth in Your note are acceptable to the Luxembourg Government.

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

E SCHAUS
(Eugène Schaus)

His Excellency
WILLIAM R. RIVKIN,
Ambassador of the United States of America
Luxembourg

TUNISIA

Agricultural Commodities [1]

Agreement signed at Tunis April 7, 1964;
Entered into force April 7, 1964.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF TUNISIA UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of Tunisia:

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

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

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

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Tunisia pursuant to Title I of the Agricultural Trade Development and Assistance Act, [2] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

SALES FOR TUNISIAN DINARS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Tunisia of purchase

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[1] TIAS 5620, *post* p. 1453.

[2] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Tunisian dinars, to purchasers authorized by the Government of Tunisia, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (Thousands)
Cotton	$937
Corn	222
Frozen Poultry	41
Ocean Transportation (estimated)	69
Total	$1,269

2. Applications for purchase authorizations will be made within 90 days after the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Tunisian dinars accruing from such sale, and other relevant matters.

3. 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

USES OF TUNISIAN DINARS

The Tunisian dinars accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown.

A. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (s) of Section 104 of the Act, or under any of such subsections, 10 percent of the Tunisian dinars accruing pursuant to this Agreement.

B. 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 Tunisia

incident thereto, 20 percent of the Tunisian dinars accruing pursuant to this Agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Tunisia for business development and trade expansion in Tunisia and to United States firms and Tunisian firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of Tunisia, acting through the Secretariat of State for the Plan and Finances (hereinafter referred to as the Secretariat). The Secretary of State for the Plan and Finances, or his designate, will act for the Government of Tunisia, and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Secretariat 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.

(4) When AID is prepared to act favorably upon an application, it will so notify the Secretariat and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Tunisia on comparable loans, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Secretariat will indicate to AID whether or not it has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Secretariat, it shall be understood that it has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Secretariat.

(6) In the event the Tunisian dinars set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this Agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Secretariat, the Government of the United States of America may use the Tunisian dinars for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of Tunisia under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Tunisia, as may be mutually agreed, 70 percent of the

Tunisian dinars accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Tunisian dinars for loan purposes under Section 104(g) of the Act within three years from the date of this Agreement, the Government of the United States of America may use the Tunisian dinars for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF TUNISIAN DINARS

1. The amount of Tunisian dinars to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Tunisian dinars, as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of Tunisia, or

(b) if more than one legal rate for foreign exchange transactions exist, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of Tunisia.

2. Any refunds of Tunisian dinars which may be due or become due under this Agreement more than two years from the effective date of this Agreement may, in the event that any subsequent Agreement or Agreements should be signed by the two Governments under the Act, be made by the Government of the United States of America from funds available from the most recent Agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Tunisia will take all possible measures to prevent the resale 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, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending with the final date

on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Tunisia will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and exports of the same or like commodities.

ARTICLE V

CONSULTATION

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

ARTICLE VI

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

DONE at Tunis, in duplicate, this 7th day of April, 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[1]

FOR THE GOVERNMENT OF TUNISIA:

[2]

[SEAL]

[1] Francis H. Russell.

[2] M. Bechir Ennaji.

ACCORD SUR LA FOURNITURE DE PRODUITS AGRICOLES CONCLU ENTRE LE GOUVERNEMENT TUNISIEN ET LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE EN VERTU DU TITRE I DE LA LOI SUR LE DEVELOPPEMENT DES ECHANGES COMMERCIAUX ET DE L'AIDE EN PRODUITS AGRICOLES TELLE QU'ELLE EST MODIFIEE

Le Gouvernement Tunisien et le Gouvernement des Etats-Unis d'Amérique:

Reconnaissant qu'il est désirable de développer le commerce des produits agricoles entre leurs pays respectifs et avec d'autres nations amies d'une façon qui ne leserait pas les marchés habituels des Etats-Unis d'Amérique dans ces produits, et sans apporter de changements excessifs aux prix de ces produits agricoles sur le marché mondial ou gêner les pratiques commerciales d'usage établies avec les pays amis;

Considérant que l'achat des produits agricoles en provenance des Etats-Unis d'Amérique, contre paiement en dinars tunisiens aidera à réaliser une telle expansion du commerce;

Considérant que les dinars tunisiens obtenus par cette opération seront utilisés au profit des deux pays;

Désirant préciser les conventions qui régiront les ventes, suivant les spécifications ci-dessous, des produits agricoles à la Tunisie en vertu du Titre I de la Loi sur le Développement des Echanges Commerciaux et de l'Aide en Produits Agricoles, telle qu'elle est modifiée (ci-après appelée la Loi) et les dispositions que les deux Gouvernements auront à prendre individuellement et collectivement pour la promotion des échanges commerciaux de ces produits;

Ont convenu ce qui suit:

ARTICLE I

VENTE CONTRE PAIEMENT EN DINARS TUNISIENS

1. Sous réserve d'émission par le Gouvernement des Etats-Unis d'Amérique et d'acceptation par le Gouvernement Tunisien d'autorisations d'achat et à condition que les produits décrits soient disponibles au titre de la Loi au moment de l'exportation, le Gouvernement des Etats-Unis d'Amérique s'engage à financer les ventes en dinars tunisiens, en faveur d'acheteurs autorisés par le Gouvernement Tunisien, des produits agricoles suivants dans les montants indiqués:

Produit	Valeur sur le Marché d'Exportation (Milliers)
Coton	$ 937
Maïs	222
Volaille congelée	41
Transport maritime (Estimation)	69
Total	$1.269

TIAS 5556

2. Les demandes d'autorisations d'achat devront être adressées dans les 90 jours qui suivent la date d'entrée en vigueur de cet Accord, sauf pour les demandes d'autorisations d'achat pour tout produit supplémentaire ou quantités de produits prévus dans tout amendement à cet Accord qui seront adressées dans les 90 jours qui suivent la date d'entrée en vigueur de cet amendement. Les autorisations d'achat comprendront les clauses relatives à la vente et à la livraison des produits, la date et les conditions de dépôt des dinars tunisiens obtenus de la vente et autres dispositions qui s'y rapportent.

3. Il peut être mis fin au financement, à la vente et à la livraison des produits dans le cadre de cet Accord par l'un des deux Gouvernements si ce dernier détermine que par suite d'un changement intervenu dans les conditions, la poursuite d'un tel financement, vente ou livraison n'est pas nécessaire ou désirable.

ARTICLE II

UTILISATION DES DINARS TUNISIENS

Les dinars tunisiens revenant au Gouvernement des Etats-Unis d'Amérique sur les ventes effectuées en vertu de cet Accord seront utilisés par le Gouvernement des Etats-Unis d'Amérique d'une manière et dans un ordre de priorité qui seront fixés par le Gouvernement des Etats-Unis d'Amérique, pour les besoins suivants, dans les proportions indiquées.

A. Pour les dépenses des Etats-Unis des sous-sections (a), (b), (d), (f) et (h) jusqu'à (s) de la section 104 de la Loi, ou de chacune de ces sous-sections, 10 pour cent des dinars tunisiens obtenus au titre de cet Accord.

B. Pour les prêts devant être accordés par l'Agence pour le Développement International de Washington (ci-après appelée AID), conformément à la sous-section 104 (e) de la Loi et pour les dépenses administratives de l'AID en Tunisie, occasionnées par ces prêts, 20 pour cent des dinars tunisiens provenant de cet Accord. Il est entendu que:

(1) Tels prêts conformes à la Section 104 (e) de la Loi seront accordés aux sociétés d'affaires américaines et à leurs filiales, branches ou sociétés subsidiaires en Tunisie pour le développement des affaires et l'expansion du commerce en Tunisie, et aux sociétés américaines et aux sociétés tunisiennes, pour l'établissement de facilités destinées à aider à l'utilisation, distribution, ou autre moyen d'accroître la consommation ou le commerce des produits agricoles des Etats-Unis.

(2) Les prêts seront mutuellement agréés par l'AID et le Gouvernement Tunisien, agissant par le Secrétariat d'Etat au Plan et aux Finances (désigné ci-après par: le Secrétariat). Le Secrétaire d'Etat au Plan et aux Finances, ou son représentant, agira au nom du Gouvernement de Tunisie, et

l'Administrateur de l'AID, ou son représentant, agira au nom de l'AID.

(3) Au reçu de la demande de prêt que l'AID se préparera à envisager, AID informera le Secrétariat de l'identité du demandeur, de la nature de l'affaire proposée, du montant du prêt envisagé, et des buts généraux auxquels le produit du prêt sera employé.

(4) Lorsque l'AID sera prête à agir en faveur d'une demande, elle en informera le Secrétariat et indiquera le taux d'intérêt et le calendrier de remboursement à appliquer à ce prêt envisagé. Le taux d'intérêt sera semblable à celui ayant cours en Tunisie, pour des prêts de ce genre, et les échéances dépendront des buts du financement.

(5) Dans les soixante jours après réception de l'avis de l'AID indiquant qu'elle est prête à agir favorablement à l'égard d'une demande, le Secrétariat indiquera à l'AID si il a ou n'a pas d'objection à ce prêt envisagé. A moins que l'AID ne reçoive dans un délai de soixante jours une telle communication du Secrétariat, il sera entendu qu'il n'a pas d'objection au prêt envisagé. Lorsque l'AID approuvera ou refusera un prêt demandé elle en avertira le Secrétariat.

(6) Au cas où les dinars tunisiens mis de côté pour les prêts conformément à la Section 104 (e) de la Loi ne seraient pas prêtés au cours des trois ans qui suivront cet Accord parce que l'AID n'a pas approuvé les prêts ou parce que les prêts envisagés n'ont pas été mutuellement agréés par l'AID et le Secrétariat, le Gouvernement des Etats-Unis d'Amérique pourra utiliser les dinars tunisiens à toute fin autorisée en vertu de la Section 104 de la Loi.

C. Pour un prêt au Gouvernement Tunisien conformément à la Section 104 (g) de la Loi en vue de financer des projets pouvant aider au développement économique, y compris les projets non encore inclus dans les plans du Gouvernement de Tunisie, comme il pourra être mutuellement agréé, 70 pour cent des dinars tunisiens obtenus par cet Accord. Les termes et conditions du prêt et autres dispositions seront précisés dans un Accord de prêt séparé. Dans le cas où un Accord ne serait pas atteint sur l'utilisation des dinars tunisiens pour des fins de prêt dans le cadre de la Section 104 (g) de la Loi au cours des trois années suivant la date de cet Accord, le Gouvernement des Etats-Unis d'Amérique pourrait utiliser les dinars tunisiens à toute fin autorisée dans la Section 104 de la Loi.

ARTICLE III

DEPOTS DES DINARS TUNISIENS

1. Le montant des dinars tunisiens à déposer au compte du Gouvernement des Etats-Unis d'Amérique sera l'équivalent de la valeur

en dollars des ventes des produits et des frais de transport maritime remboursés ou financés par le Gouvernement des Etats-Unis d'Amérique (sauf pour les frais supplémentaires résultant du règlement nécessitant des navires battant pavillon américain) convertis en dinars tunisiens, comme suit:

(a) au taux de change du dollar applicable aux opérations commerciales d'importation aux dates du paiement en dollars effectué par les Etats-Unis, étant bien entendu qu'un taux de change unitaire se rapportant à toutes les opérations en devises étrangères soit maintenu par le Gouvernement Tunisien, ou

(b) s'il existe plus d'un cours légal pour les opérations en devises étrangères, à un taux de change sur lequel se mettront d'accord de temps à autre le Gouvernement Tunisien et le Gouvernement des Etats-Unis d'Amérique.

2. Tous remboursements de dinars tunisiens qui seraient dûs ou viendraient à échéance en vertu de cet Accord audelà de deux ans à partir de la date d'entrée en vigueur de cet Accord, pourraient, dans le cas où un ou plusieurs autres Accords viendraient à être signés par les deux Gouvernements au titre de la Loi, être effectués par le Gouvernement des Etats-Unis d'Amérique sur les fonds disponibles de l'Accord le plus récent en vigueur à la date du remboursement.

ARTICLE IV

DISPOSITIONS GENERALES

1. Le Gouvernement Tunisien prendra toutes les dispositions utiles pour empêcher la revente ou le transbordement vers d'autres pays ou l'utilisation pour des besoins autres que domestiques des produits agricoles achetés conformément à cet Accord (sauf si la revente, le transbordement ou l'utilisation sont spécialement approuvés par le Gouvernement des Etats-Unis d'Amérique); pour empêcher l'exportation de tout produit d'origine locale ou étrangère qui est identique ou similaire aux produits achetés conformément à cet Accord durant la période commençant à la date de cet Accord et finissant à la dernière date à laquelle ces produits sont reçus et utilisés, (sauf si une telle exportation est spécialement approuvée par le Gouvernement des Etats-Unis d'Amérique); et de s'assurer que l'achat des produits conformément à cet Accord ne résulte pas en une augmentation des disponibilités en produits identiques ou similaires dans les pays hostiles aux Etats-Unis d'Amérique.

2. Les deux Gouvernements prendront des précautions raisonnables pour s'assurer que toutes les ventes et achats de produits agricoles en vertu de cet Accord ne déplaceront pas les marchés habituels des Etats-Unis d'Amérique dans ces produits et n'occasionneront pas des changements excessifs dans les prix mondiaux

des produits agricoles ni dans les courants commerciaux normaux intéressant des pays amis.

3. En exécutant cet Accord, les deux Gouvernements chercheront à assurer les conditions de commerce permettant aux commerçants de travailler effectivement et feront de leur mieux pour développer et augmenter une demande continue sur le marché des produits agricoles.

4. Le Gouvernement Tunisien fournira des renseignements trimestriels sur l'évolution du programme, en particulier en ce qui concerne l'arrivée et l'état des produits; les dispositions pour le maintien d'achats normaux; et des renseignements relatifs aux importations et exportations de produits identiques ou similaires.

ARTICLE V

CONSULTATION

Les deux Gouvernements se consulteront, sur demande de l'un d'eux, sur toute question relative à l'application de cet Accord, ou sur l'exécution des dispositions prises en vertu de cet Accord.

ARTICLE VI

ENTREE EN VIGUEUR

Cet Accord entrera en vigueur dès qu'il sera signé.

EN FOI DE QUOI, les délégués respectifs, dûment autorisés à cet effet, ont signé le présent Accord.

Fait à Tunis en double exemplaire ce 7ème jour d'Avril 1964.

POUR LE GOUVERNEMENT TUNISIEN

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

[SEAL]

The American Ambassador to the Tunisian Secretary of State for Plan and Finance

EMBASSY OF THE
UNITED STATES OF AMERICA
Tunis, April 7, 1964.

No. 1787

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today by representatives of our two Governments and to inform you of my Government's understanding of the following:

1. In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of Tunisia agrees that it will procure and import with its own resources, in addition to the cotton to be purchased under the terms of the cited Agreement, at least 2,700 bales (500 pounds gross, each bale) of cotton during calendar year 1964 from the United States of America and countries friendly to it, of which at least 2,100 bales will be from the United States of America. If deliveries extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time the request for extension is made.

2. With regard to paragraph 4 of Article IV of the Agreement, the Government of Tunisia agrees to furnish quarterly 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 cargo i.e., stored, distributed locally, or, if shipped, where shipped. In addition, the Government of Tunisia agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished and to assure that the program has not resulted in increased availability of the same or like commodities to other nations, and (b) a statement showing progress made toward fulfilling commitments in usual marketings.

The Government of Tunisia further agrees that the above statements will be accompanied by 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.

3. The Government of Tunisia will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of the following amounts of Tunisian dinars: For 104(a) purposes, $25,400 worth of dinars, or two percent of the dinars accruing under the Agreement, whichever is greater, to finance agricultural market development activities in other countries; and for 104(h) purposes and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961,[1] up to a total of $25,000 worth of dinars to finance educational and cultural exchange programs and activities in other countries.

4. The Government of the United States of America may utilize dinars in Tunisia to pay for international travel originating in Tunisia, or originating outside Tunisia when the travel (including connecting travel) is to or through Tunisia, and for travel within the United States of America or other areas outside Tunisia when the travel is part of a

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

trip in which the traveler travels from, to or through Tunisia. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which dinars may be utilized shall not be limited to services provided by Tunisian transportation facilities and that the Government of Tunisia will, upon request of any recipient of Tunisian dinars under this paragraph, convert such dinars into United States dollars.

I shall appreciate receiving Your Excellency's confirmation that the foregoing also represents the understanding of the Government of Tunisia.

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

FRANCIS H. RUSSELL

H. E. AHMED BEN SALAH,
Secretary of State for Plan and Finances,
Tunis.

The Tunisian Chef de Cabinet to the Secretary of State for Plan and Finance to the American Ambassador

TUNIS, *le 7 Avril 1964*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de votre lettre du 7 avril 1964 qui se réfère à l'Accord sur les Produits Agricoles entre nos deux Gouvernements signé ce jour dont les termes sont les suivants:

"J'ai l'honneur de me référer à l'Accord sur les Produits Agricoles signé ce jour par les Représentants de nos deux Gouvernements et de vous informer des vues de mon Gouvernement sur ce qui suit:

(1)– En exprimant son accord avec le Gouvernement des Etats-Unis d'Amérique que les livraisons ci-dessus mentionnées n'occasionneront pas de changements excessifs dans les prix mondiaux des produits agricoles et n'altèreront pas les relations commerciales entre nations amies, le Gouvernement Tunisien est d'accord pour se procurer et importer avec ses propres ressources, en plus du coton à acheter d'après les termes de l'Accord cité, au moins 2.700 balles (chaque balle: 500 livres brut) de coton durant l'année grégorienne 1964 en provenance des Etats-Unis d'Amérique et de pays amis des Etats-Unis dont au moins 2.100 balles en provenance des Etats-Unis d'Amérique. Si les livraisons s'étendent sur une plus longue période le niveau des achats normaux pour cette période sera déterminé au moment où la demande d'extension est faite.

(2)– A l'égard du paragraphe 4 de l'article IV de l'Accord, le Gouvernement Tunisien accepte de fournir trimestriellement les renseigne-

ments suivants relatifs à chaque envoi de produits reçus dans le cadre de l'Accord: le nom du navire, la date d'arrivée, le port de débarquement, le produit et la quantité reçue, l'état des marchandises reçues, la date à laquelle a pris fin le débarquement, et la destination de la marchandise c'est-à-dire: entreposée, distribuée localement, ou, si expédiée, vers quelle destination. De plus, le Gouvernement Tunisien accepte de fournir trimestriellement: (a) une déclaration des mesures prises afin d'empêcher la revente ou le transbordement des produits fournis et pour assurer que le programme n'a pas eu pour résultat un accroissement de produits identiques ou similaires pour d'autres nations, et (b) une déclaration indiquant les progrès accomplis en remplissant les engagements sur les achats normaux.

Le Gouvernement Tunisien s'engage également à ce que les déclarations ci-dessus soient accompagnées de renseignements statistiques d'importation et d'exportation par pays d'origine ou de destination des produits qui sont identiques ou similaires à ceux importés dans le cadre de l'Accord.

(3)- Le Gouvernement Tunisien fournira, sur demande du Gouvernement des Etats-Unis d'Amérique, des facilités pour la conversion en devises autres que le dollar des montants suivants de dinars tunisiens: Pour les utilisations prévues au paragraphe 104 (a), la valeur en dinars de $25.400 ou deux pour cent des dinars provenant des ventes dans le cadre de l'Accord, ou le montant le plus élevé, pour financer les opérations de développement du marché agricole dans d'autres pays; et pour les utilisations prévues au paragraphe 104 (h) et par la loi de 1961 sur les Echanges Mutuels pour la Culture et l'Enseignement, jusqu'à un total de $25.000 en dinars pour financer des programmes et activités d'échange culturel et d'enseignement dans d'autres pays.

(4)- Le Gouvernement des Etats-Unis d'Amérique est autorisé à utiliser les dinars en Tunisie pour le paiement de frais de voyages internationaux commençant en Tunisie ou commençant en dehors de la Tunisie quand il s'agit de voyages (y compris les voyages intermédiaires) vers la Tunisie ou passant par la Tunisie, et les voyages dans les Etats-Unis d'Amérique ou dans d'autres pays que la Tunisie quand ces voyages font partie d'un trajet qui conduit le bénéficiaire en Tunisie, lui fait traverser la Tunisie, ou le fait sortir de ce pays. Il est entendu que ces fonds serviront à couvrir uniquement le voyage de personnes voyageant en mission officielle pour le Gouvernement des Etats-Unis d'Amérique ou se rapportant à des activités financées par le Gouvernement des Etats-Unis d'Amérique. Il est de plus entendu que le voyage pour lequel les dinars seront utilisés ne sera pas limité aux services fournis par les services de transport tunisiens et que le Gouvernement Tunisien, sur demande de tout bénéficiaire de dinars tunisiens en vertu de ce paragraphe, convertira ces dinars en dollars des Etats-Unis.

Je serais obligé à votre Excellence de vouloir bien me confirmer que ce qui précède reflète également les vues du Gouvernement Tunisien".

J'ai l'honneur de vous confirmer mon accord sur ce qui précède.

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

MONSIEUR L'AMBASSADEUR
DES ETATS-UNIS D'AMÉRIQUE.

Translation

TUNIS, *April 7, 1964*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your note dated April 7, 1964 with reference to the Agricultural Commodities Agreement between our two Governments signed today, the terms of which are as follows:

[For the English language text of the note, see *ante*, p. 309.]

I have the honor to confirm my agreement to the foregoing.

Accept, Mr. Ambassador, the renewed assurances of my very high consideration.

M. BECHIR ENNAJI

THE AMBASSADOR OF THE
UNITED STATES OF AMERICA.

33-259 O-64-21

ISRAEL

Agricultural Commodities

Agreement amending the agreement of December 6, 1962, as amended.
Effected by exchange of notes
Signed at Washington April 27, 1964;
Entered into force April 27, 1964.

The Secretary of State to the Israeli Ambassador

DEPARTMENT OF STATE
WASHINGTON
April 27, 1964

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of December 6, 1962, as amended,[1] and to propose that paragraph 1 of Article I of the Agreement be further amended by adding the commodity "Butter" in the value of "$.3 million" and decreasing the value of "Cottonseed and/or soybean oil" from "$10.7 million" to $10.4 million".

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 reply.

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

For the Secretary of State:
WILLIAM B. MACOMBER, Jr.

His Excellency
AVRAHAM HARMAN,
Ambassador of Israel.

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[1] TIAS 5220, 5490; 13 UST 2550; 14 UST 1794; see also TIAS 5596, 5610; *post*, pp. 730, 1396.

The Israeli Chargé d'Affaires ad interim to the Secretary of State

EMBASSY OF ISRAEL
WASHINGTON, D.C.

שגרירות ישראל
וושינגטון

APRIL 27, 1964

DEAR MR. SECRETARY:

I have the honor to acknowledge the receipt of your Note dated April 22, 1964, referring to the Agricultural Commodities Agreement between our two Governments of December 6, 1962, as amended.

The Government of Israel concurs in the further amendment of paragraph 1 of Article I of the Agreement by adding the commodity "Butter" in the value of "$.3 million" and decreasing the value of "Cottonseed and/or soybean oil" from "$10.7 million" to "$10.4 million".

As proposed, this Note constitutes an agreement between our two Governments to enter into force on this date.

Please accept, Mr. Secretary, the renewed assurances of my highest consideration.

M. GAZIT

Mordechai Gazit
Charge d'Affaires ad interim.

The Honorable
THE SECRETARY OF STATE
Washington, D.C.

MULTILATERAL

North Pacific Fur Seals

Protocol amending the interim convention of February 9, 1957.
Signed at Washington October 8, 1963;
Ratification advised by the Senate of the United States of America January 30, 1964;
Ratified by the President of the United States of America February 6, 1964;
Ratifications deposited with the Government of the United States of America as follows: by Canada November 12, 1963; by the United States of America February 6, 1964; by the Union of Soviet Socialist Republics March 12, 1964; and by Japan April 10, 1964;
Proclaimed by the President of the United States of America April 22, 1964;
Entered into force April 10, 1964.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a protocol amending the interim convention on conservation of North Pacific fur seals of February 9, 1957, was signed at Washington on October 8, 1963, by the respective representatives of the Governments of the United States of America, Canada, Japan, and the Union of Soviet Socialist Republics;

WHEREAS the text of the protocol, in the English, Japanese, and Russian languages, as certified by the Department of State of the United States of America, is word for word as follows:

PROTOCOL AMENDING THE INTERIM CONVENTION ON CONSERVATION OF NORTH PACIFIC FUR SEALS

The Governments of Canada, Japan, the Union of Soviet Socialist Republics and the United States of America, Parties to the Interim Convention on Conservation of North Pacific Fur Seals, signed at Washington on February 9, 1957,[1] hereinafter referred to as the Convention,

Having given due consideration to the recommendations adopted by the North Pacific Fur Seal Commission on November 30, 1962, and

Desiring to amend the Convention,

Have agreed as follows:

Article I

The Convention shall be amended by this Protocol as from the date of its entry into force.

Article II

1. In Article II, paragraph 2 of the Convention, "and" at the end of sub-paragraph (f) shall be deleted and "(g)" shall be replaced by "(i)".

2. After Article II, paragraph 2(f) of the Convention, the following shall be inserted:

"(g) effectiveness of each method of sealing from the viewpoint of management and rational utilization of fur seal resources for conservation purposes;

"(h) quality of sealskins by sex, age, and time and method of sealing; and".

Article III

Article II, paragraph 3 of the Convention shall be replaced by the following:

"3. In furtherance of the research referred to in this Article, the Parties agree:

(a) to continue to mark adequate numbers of pups;

(b) to devote to pelagic research an effort similar in extent to that expended in recent years, provided that this shall not involve the taking of more than 2,500 seals in the Eastern and more than 2,200 seals in the Western Pacific Ocean, unless the Commission, pursuant to Article V, paragraph 3, shall decide otherwise; and

[1] TIAS 3948; 8 UST 2283.

(c) to carry out the determinations made by the Commission pursuant to Article V, paragraph 3."

Article IV

In Article III of the Convention, "and the Schedule" shall be deleted.

Article V

Article V, paragraph 2(e) of the Convention shall be replaced by the following:

"(e) study whether or not pelagic sealing in conjunction with land sealing could be permitted in certain circumstances without adversely affecting achievement of the objectives of this Convention, and make recommendations thereon to the Parties at the end of the eleventh year after entry into force of this Convention and, if the Convention is continued under the provisions of Article XIII, paragraph 4, at a later year; this later year shall be fixed by the Parties at the meeting early in the twelfth year provided for in Article XI."

Article VI

Article V, paragraph 3 of the Convention shall be replaced by the following:

"3. In addition to the duties specified in paragraph 2 of this Article, the Commission shall, subject to Article II, paragraph 3, determine from time to time the numbers of seals to be marked on the rookery islands, and the total number of seals which shall be taken at sea for research purposes, the times at which such seals shall be taken and the areas in which they shall be taken, as well as the number to be taken by each Party."

Article VII

In Article VIII, paragraph 2 of the Convention, "the Schedule" shall be replaced by "Article II, paragraph 3".

Article VIII

Article IX, paragraph 3 of the Convention shall be replaced by the following:

"3. In order more equitably to divide the direct and indirect costs of pelagic research in the Western Pacific Ocean, it is agreed that Canada and Japan for three years starting from the seventh year after entry into force of this Convention will forego the delivery of the sealskins by the Union of Soviet Socialist Republics as set forth in paragraph 1 of this Article and the Union of Soviet Socialist Republics will deliver annually to Canada and to Japan 1,500 sealskins each during these three years."

Article IX

1. In Article XI of the Convention, "sixth" shall be replaced by "twelfth".

2. In Article XIII, paragraph 4 of the Convention, "six" shall be replaced by "twelve" and "sixth" shall be replaced by "twelfth".

Article X

The Schedule annexed to the Convention shall be deleted.

Article XI

1. This Protocol shall be ratified and the instruments of ratification deposited with the Government of the United States of America as soon as practicable.

2. The Government of the United States of America shall notify the other signatory Governments of ratifications deposited.

3. This Protocol shall enter into force on October 14, 1963, if the fourth instrument of ratification is deposited on or before that date, and if the fourth instrument of ratification is deposited after October 14, 1963, on the date of its deposit.

4. Notwithstanding Article I of this Protocol:

(a) if this Protocol has not entered into force on or before January 31, 1964, the Convention shall apply with respect to pelagic research for the seventh year;

(b) even if this Protocol has entered into force after the beginning of the commercial sealing season of the seventh year, Article IX, paragraph 3 as amended by this Protocol shall apply with respect to the said season.

5. The original of this Protocol shall be deposited with the Government of the United States of America, which shall communicate certified copies thereof to each of the Governments signatory to this Protocol.

5 この議定書の原本は、アメリカ合衆国政府に寄託するものとし、同政府は、この議定書の各署名政府にその認証謄本を送付するものとする。

りすみやかにアメリカ合衆国政府に寄託されるものとする。

2 アメリカ合衆国政府は、寄託された批准書につき他の署名政府に通告を行なうものとする。

3 この議定書は、四番目の批准書が千九百六十三年十月十四日以前に寄託された場合には千九百六十三年十月十四日に、四番目の批准書が前記の日の後に寄託された場合にはその寄託の日に効力を生ずるものとする。

4 第一条の規定にかかわらず、

(a) この議定書の効力が千九百六十四年一月三十一日になお生じていない場合には、第七年度の海上調査については、条約を適用する。

(b) この議定書の効力がおつとせいの商業的猟獲の第七年度の猟期の開始後に生じた場合にも、その猟期については、この議定書によつて改正された後の第九条3の規定を適用する。

分担するため、カナダ及び日本国は、この条約の効力発生後の第七年度に始まる三年間、1に定めるソヴィエト社会主義共和国連邦によるおつとせいの獣皮の引渡しを受けないこと、並びにソヴィエト社会主義共和国連邦は、前記の三年間、毎年、千五百頭分のおつとせいの獣皮をカナダ及び日本国にそれぞれ引き渡すことが合意される。

第九条

1 条約第十一条中「第六年度」を「第十二年度」に改める。

2 条約第十三条4中「六年」を「十二年」に、「第六年度」を「第十二年度」に改める。

第十条

条約に附属する附表を削る。

第十一条

1 この議定書は、批准されるものとし、その批准書は、できる限

第十一条に定める第十二年度の初期の会合において当事国が定めるものとする。

第六条

条約第五条3を次のように改める。

3 委員会は、2に定める任務に加えて、第二条3の規定に従い、繁殖島で標識を附すべきおつとせいの頭数並びに調査目的のために海上で捕獲すべきおつとせいの総頭数、これらのおつとせいを捕獲すべき時期及び場所並びに各当事国が捕獲すべき頭数を随時決定するものとする。

第七条

条約第八条2中「附表」を「第二条3」に改める。

第八条

条約第九条3を次のように改める。

3 西太平洋における海上調査の直接及び間接の費用を一層衡平に

える頭数、西太平洋では二千二百頭をこえる頭数のおつとせいを捕獲しないことを条件とする。

(c) 第五条3の規定に従つて委員会が決定した事項を実施すること。

第四条

条約第三条中「及び附表」を削る。

第五条

条約第五条2(e)を次のように改める。

(e) 陸上猟獲との関連において海上猟獲を行なうことが、一定の状況の下において、この条約の目標に到達することに悪影響を与えることなく、許容されるかどうかを研究し、並びにそれについて、この条約の効力発生後の第十一年度の終期に、及び、第十三条4の規定に基づいてこの条約の効力が延長されたときは、その後の年に当事国に勧告すること。前記のその後の年は

1 条約第二条2中「(g)」を「(i)」に改める。

2 条約第二条2(f)の次に次の規定を加える。

(g) 保存のためにするおつとせい資源の管理及び合理的な利用の立場から見たおつとせいの猟獲方法の有効性

(h) 性別、年令別並びに猟獲の時期別及び方法別に見たおつとせいの獣皮の品質

第三条

条約第二条3を次のように改める。

3 この条に掲げる調査を促進するため、各当事国は、次のことに同意する。

(a) 十分な頭数の乳幼獣に、引き続き、標識を附すること。

(b) 海上調査のために最近数年間行なつた努力と同じ程度の努力を行なうこと。ただし、第五条3の規定に従つて委員会が別段の決定を行なう場合を除くほか、東太平洋では二千五百頭をこ

北太平洋のおつとせいの保存に関する暫定条約を改正する議定書

千九百五十七年二月九日にワシントンで署名された北太平洋のおつとせいの保存に関する暫定条約（以下「条約」という。）の当事国であるカナダ、日本国、ソヴィエト社会主義共和国連邦及びアメリカ合衆国の政府は、

千九百六十二年十一月三十日に北太平洋おつとせい委員会が採択した勧告に妥当な考慮を払い、

条約を改正することを希望して、

次のとおり協定した。

第一条

条約は、この議定書により、この議定書の効力発生の日に改正されるものとする。

第二条

ПРОТОКОЛ О ВНЕСЕНИИ ПОПРАВОК К ВРЕМЕННОЙ КОНВЕНЦИИ О СОХРАНЕНИИ КОТИКОВ СЕВЕРНОЙ ЧАСТИ ТИХОГО ОКЕАНА

Правительства Канады, Японии, Союза Советских Социалистических Республик и Соединенных Штатов Америки, участники Временной Конвенции о сохранении котиков северной части Тихого океана, подписанной в Вашингтоне 9 февраля 1957 года, упоминаемой в последующем тексте как Конвенция,

Должным образом рассмотрев рекомендации, принятые Комиссией по котикам северной части Тихого океана 30 ноября 1962 года, и

Желая внести поправки в Конвенцию,

Согласились о следующем:

Статья I

Поправки в Конвенцию будут внесены этим Протоколом со дня его вступления в силу.

Статья II

I. В пункте 2 Статьи II Конвенции "и" в конце подпункта (*f*) опустить и "(g)" заменить на "(i)".

2. После пункта 2 (*f*) Статьи II Конвенции вставить следующее:

"(g) эффективность каждого метода добычи котиков с точки зрения ведения хозяйства и рационального использования котиков для сохранения ресурсов;

"(h) качество шкурок котиков в зависимости от пола, возраста и времени и метода добычи; и"

Статья III

Пункт 3 Статьи II Конвенции заменить следующим:

"3. Для содействия исследованиям, упомянутым в настоящей Статье, Стороны соглашаются:

(a) продолжать мечение соответствующего числа детенышей;

(b) прилагать для пелагических исследований усилия на том же уровне, что и в последние годы, при условии, что это не потребует добычи более 2.500 котиков в восточной части и более 2.200 котиков в западной части Тихого океана, если Комиссия, согласно пункту 3 Статьи V, не решит иначе; и

(c) осуществлять определения, сделанные Комиссией в соответствии с пунктом 3 Статьи V."

Статья IV

В Статье III Конвенции опустить слова "и в Таблице".

Статья V

Пункт 2 (е) Статьи V Конвенции заменить следующим:

"(е) изучить, может или не может быть разрешена при определенных обстоятельствах добыча котиков в море в сочетании с добычей на суше без ущерба для достижения целей настоящей Конвенции, и представить Сторонам по этому вопросу рекомендации в конце одиннадцатого года после вступления в силу настоящей Конвенции и, если Конвенция продлевается согласно положениям пункта 4 Статьи XIII, то в более поздний год; этот более поздний год будет установлен Сторонами на совещании в начале двенадцатого года, которое предусмотрено в Статье XI."

Статья VI

Пункт 3 Статьи V Конвенции заменить следующим:

"3. В дополнение к обязанностям, указанным в пункте 2 настоящей Статьи, Комиссия, в соответствии с пунктом 3 Статьи II, будет время от времени определять количество котиков, подлежащих мечению на островах размножения, и общее число котиков, которое будет добываться в море для целей исследований, время добычи этих котиков и районы, где будет производиться добыча, а также количество котиков, которое будет добываться каждой Стороной."

Статья VII

В пункте 2 Статьи VIII Конвенции заменить слова "с Таблицей" словами "с пунктом 3 Статьи II".

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Статья VIII

Пункт 3 Статьи IX Конвенции заменить следующим:

"3. С тем, чтобы более справедливо разделить прямые и косвенные расходы по исследованиям в море в западной части Тихого океана, предусматривается, что Канада и Япония в течение трех лет, начиная с седьмого года после вступления в силу настоящей Конвенции, откажутся от отчислений шкурок котиков от Союза Советских Социалистических Республик, предусмотренных пунктом I настоящей Статьи, а Союз Советских Социалистических Республик будет передавать в течение этих трех лет ежегодно Канаде и Японии по I.500 шкурок котиков соответственно."

Статья IX

I. В Статье XI Конвенции заменить "шестого" на "двенадцатого".

2. В пункте 4 Статьи XIII заменить "шесть" на "двенадцать" и "шестого" на "двенадцатого".

Статья X

Таблица, приложенная к Конвенции, отменяется.

Статья XI

I. Настоящий Протокол подлежит ратификации, и ратификационные грамоты будут сданы на хранение Правительству Соединенных Штатов Америки так скоро, как практически возможно.

2. Правительство Соединенных Штатов Америки уведомит другие подписавшие Правительства о переданных на хранение ратификационных грамотах.

3. Настоящий Протокол вступит в силу с I4 октября I963 года, если четвертая ратификационная грамота будет сдана на хранение до

этой даты включительно, а если четвертая ратификационная грамота будет сдана на хранение после I4 октября I963 года, то в день сдачи ее на хранение.

4. Вне зависимости от положений Статьи I настоящего Протокола:

(a) если настоящий Протокол не вступит в силу до 3I января I964 года, то в отношении исследований в море Конвенция будет распространена на седьмой год;

(b) даже если настоящий Протокол вступит в силу после начала промыслового сезона в седьмом году, то пункт 3 Статьи IX, измененный этим Протоколом, будет относиться ко всему упомянутому сезону.

5. Подлинный текст настоящего Протокола будет сдан на хранение Правительству Соединенных Штатов Америки, которое разошлет заверенные копии такового каждому из подписавших настоящий Протокол Правительств.

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

DONE at Washington this eighth day of October 1963, in the English, Japanese, and Russian languages, each text equally authentic.

以上の証拠として、各自の政府から正当に委任を受けた下名は、この議定書に署名した。

千九百六十三年十月八日にワシントンで、ひとしく正文である英語、日本語及びロシア語により本書を作成した。

В УДОСТОВЕРЕНИЕ ВЫШЕУКАЗАННОГО нижеподписавшиеся, будучи должным образом уполномоченными своими соответствующими Правительствами, подписали настоящий Протокол.

СОВЕРШЕНО в г. Вашингтоне восьмого дня октября 1963 года на английском, русском и японском языках, при условии, что все тексты имеют одинаковую силу.

FOR THE GOVERNMENT OF CANADA.

カナダ政府のために

ОТ ИМЕНИ ПРАВИТЕЛЬСТВА КАНАДЫ:

C. S. A. Ritchie [1]

FOR THE GOVERNMENT OF JAPAN:

日本国政府のために

ОТ ИМЕНИ ПРАВИТЕЛЬСТВА ЯПОНИИ:

Ryuji Takeuchi [2]

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS.

ソヴィエト社会主義共和国連邦政府のために

ОТ ИМЕНИ ПРАВИТЕЛЬСТВА СОЮЗА СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК.

A. Dobrynin [3]

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

アメリカ合衆国政府のために

ОТ ИМЕНИ ПРАВИТЕЛЬСТВА СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ:

U. Alexis Johnson [4]

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[1] C. S. A. Ritchie.
[2] Ryuji Takeuchi.
[3] A. Dobrynin.
[4] U. Alexis Johnson.

I CERTIFY THAT the foregoing is a true copy of the Protocol Amending the Interim Convention on Conservation of North Pacific Fur Seals signed at Washington on October 8, 1963, in the English, Japanese and Russian languages, the signed original of which is deposited in the archives of the Government of the United States of America.

IN TESTIMONY WHEREOF, I, DEAN RUSK, 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 October, 1963.

DEAN RUSK
Secretary of State

[SEAL] By BARBARA HARTMAN
Authentication Officer
Department of State

WHEREAS the Senate of the United States of America by their resolution of January 30, 1964, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the protocol;

WHEREAS the protocol was ratified by the President of the United States of America on February 6, 1964, in pursuance of the aforesaid advice and consent to ratification;

WHEREAS instruments of ratification were deposited with the Government of the United States of America on November 12, 1963 by Canada, on February 6, 1964 by the United States of America, on March 12, 1964 by the Union of Soviet Socialist Republics, and on April 10, 1964 by Japan;

AND WHEREAS, pursuant to the provisions of Article XI of the protocol, the protocol entered into force on April 10, 1964, the date of the deposit of the fourth instrument of ratification with the Government of the United States of America;

NOW, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said protocol to the end that the same and every article and clause thereof may be observed and fulfilled in 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.

[SEAL] DONE at the city of Washington this twenty-second day of April in the year of our Lord one thousand nine hundred sixty-four and of the Independence of the United States of America the one hundred eighty-eighth.

LYNDON B. JOHNSON

By the President:
DEAN RUSK
Secretary of State

INDIA

Trade in Cotton Textiles [1]

Agreement effected by exchange of notes
Signed at Washington April 15, 1964;
Entered into force April 15, 1964.

The Acting Secretary of State to the Ambassador of India

DEPARTMENT OF STATE
WASHINGTON
April 15, 1964

EXCELLENCY:

I have the honor to refer to recent discussions in Washington between representatives of the Government of the United States of America and the Government of India concerning exports of cotton textiles from India to the United States and to the conclusions reached by the Cotton Textiles Committee of GATT [2] at its meeting in December of 1963.

As a result of these discussions and in furtherance of the conclusions of the GATT Cotton Textiles Committee, I have the honor to propose the following Agreement relating to trade in cotton textile fabrics and made-up goods between India and the United States.

1. The Government of India shall limit exports in Categories 9, 18, 19, 22 and 26 for the twelve-month period beginning October 1, 1964 to an aggregate limit of 37 million square yards. Within this aggregate limit the following specific ceilings shall apply:

Category	Million Square Yards
9	12.0
18/19	6.0
22	4.5
26 (duck only)	2.2
26 (other than duck)	17.0

2. The Government of India shall limit exports in Category 31 for the twelve-month period beginning October 1, 1964 to 2.65 million pieces.

3. Each Government agrees to supply promptly any available statistical data requested by the other Government. In particular, the Government of India shall supply the most current export data

[1] TIAS 5664; *post*, pt. 2.

[2] General Agreement on Tariffs and Trade.

to the Government of the United States, and the Government of the United States shall supply the most current import data to the Government of India.

4. For the duration of this Agreement the Government of the United States shall not exercise its rights under Article 3 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles [1] to request restraints on the export of cotton textiles in Categories 9, 18, 19, 22, 26 and 31 from India to the United States. All other relevant provisions of the Long-Term Arrangement shall remain in effect between the two Governments.

5. The levels specified in paragraphs 1 and 2 for the twelve-month period beginning October 1, 1964 may be increased by 2.5 percent.

6. The limitations on exports established in paragraphs 1 and 2, as modified by paragraph 5, shall be increased by 5 percent for the twelve-month period beginning October 1, 1965.

7. The Governments agree to consult on any questions arising in the implementation of this Agreement.

8. The Government of India shall use its best efforts to space evenly annual exports within each category enumerated in paragraphs 1 and 2.

9. In the implementation of this Agreement, the system of categories and the rates of conversion into square yard equivalents listed in the annex hereto shall apply.

10. From April 1, 1964 until October 1, 1964, the Government of India shall maintain exports from India in Categories 9, 18, 19, 22, 26 and 31 within the following levels:

Category	Ceiling
9	6 million square yards
18/19	3 " " "
22	2.25 " " "
26 (duck only)	1.1 " " "
26 (other than duck)	8.5 " " "
Aggregate ceiling, Categories 9, 18, 19, 22 and 26	18.5 " " "
31	1.325 million pieces

11. The levels specified in paragraph 10 for the period from April 1, 1964 until October 1, 1964 may be increased by 1.25 percent.

12. This Agreement shall continue through September 30, 1966, provided that either Government may propose revisions in the terms of this Agreement no later than September 30, 1965, and provided, further, that either Government may terminate this Agreement effective September 30, 1965 by written notice to the other Government given no later than June 30, 1965.

[1] TIAS 5240; 13 UST 2675.

If these proposals are acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of India shall constitute an agreement between our Governments.

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

For the Acting Secretary of State:

PHILIP H. TREZISE

Enclosure:
Annex.

ANNEX

LIST OF COTTON TEXTILE CATEGORIES AND CONVERSION FACTORS FOR FABRICS AND MADE UP GOODS

Category Number	Description	Unit	Conversion Factor
Fabrics			
5.	Ginghams, carded yarn	sq yds	
6.	Ginghams, combed yarn	sq yds	
7.	Velveteens	sq yds	
8.	Corduroy	sq yds	
9.	Sheeting, carded yarn	sq yds	
10.	Sheeting, combed yarn	sq yds	
11.	Lawns, carded yarn	sq yds	
12.	Lawns, combed yarn	sq yds	
13.	Voiles, carded yarn	sq yds	
14.	Voiles, combed yarn	sq yds	
15.	Poplin and broadcloth, carded yarn	sq yds	
16.	Poplin and broadcloth, combed yarn		
17.	Typewriter ribbon cloth	sq yds	
18.	Print cloth, shirting type, 80 x 80 type, carded yarn	sq yds	
19.	Print cloth, shirting type, other than 80 x 80 type, carded yarn	sq yds	
20.	Shirting, carded yarn	sq yds	
21.	Shirting, combed yarn	sq yds	
22.	Twill and sateen, carded yarn	sq yds	
23.	Twill and sateen, combed yarn	sq yds	
24.	Yarn-dyed fabrics, n.e.s., carded yarn	sq yds	
25.	Yarn-dyed fabrics, n.e.s., combed yarn	sq yds	
26.	Fabrics, n.e.s., carded yarn	sq yds	
27.	Fabrics, n.e.s., combed yarn	sq yds	

Category Number	Description	Unit	Conversion Factor
Made Up Goods			
28.	Pillowcases, plain, carded yarn	numbers	1.084
29.	Pillowcases, plain, combed yarn	numbers	1.084
30	Dish towels	numbers	.348
31.	Towels, other than dish towels	numbers	.348
32	Handkerchiefs	dozen	1.66
33.	Table damasks and manufactures	pounds	3.17
34.	Sheets, carded yarn	numbers	6.2
35.	Sheets, combed yarn	numbers	6.2
36.	Bedspreads, including quilts	numbers	6.9
37.	Braided and woven elastics	pounds	4.6
38.	Fishing nets	pounds	4.6

The Ambassador of India to the Acting Secretary of State

EMBASSY OF INDIA
WASHINGTON, D.C.
April 15, 1964.

EXCELLENCY:

I have the honour to acknowledge receipt of your note of today's date concerning trade in cotton textiles between India and the United States which reads as follows:

"Excellency: I have the honour to refer to recent discussions in Washington between representatives of the Government of the United States of America and the Government of India concerning exports of cotton textiles from India to the United States and to the conclusions reached by the Cotton Textiles Committee of GATT at its meeting in December of 1963.

As a result of these discussions and in furtherance of the conclusions of the GATT Cotton Textiles Committee, I have the honour to propose the following Agreement relating to trade in cotton textile fabrics and made-up goods between India and the United States.

1. The Government of India shall limit exports in Categories 9, 18, 19, 22 and 26 for the twelve-month period beginning October 1, 1964 to an aggregate limit of 37 million square yards. Within this aggregate limit the following specific ceilings shall apply:–

Category	Million Square Yards
9	12.0
18/19	6.0
22	4.5
26 (duck only)	2.2
26 (other than duck)	17.0

2. The Government of India shall limit exports in Category 31 for the twelve-month period beginning October 1, 1964 to 2.65 million pieces.

3. Each Government agrees to supply promptly any available statistical data requested by the other Government. In particular, the Government of India shall supply the most current export of data to the Government of the United States, and the Government of the United States shall supply the most current import data to the Government of India.

4. For the duration of this Agreement the Government of the United States shall not exercise its rights under Article 3 of the Long-Term Arrangement regarding International Trade in Cotton Textiles to request restraints on the export of cotton textiles in Categories 9, 18, 19, 22, 26 and 31 from India to the United States. All other relevant provisions of the Long-Term Arrangement shall remain in effect between the two Governments.

5. The levels specified in paragraphs 1 and 2 for the twelve-month period beginning October 1, 1964 may be increased by 2.5 percent.

6. The limitations on exports established in paragraphs 1 and 2, as modified by paragraph 5, shall be increased by 5 percent for the twelve-month period beginning October 1, 1965.

7. The Governments agree to consult on any questions arising in the implementation of this Agreement.

8. The Government of India shall use its best efforts to space evenly annual exports within each category enumerated in paragraphs 1 and 2.

9. In the implementation of this Agreement, the system of categories and the rates of conversion into square yards equivalents listed in the annex hereto shall apply.

10. From April 1, 1964 until October 1, 1964, the Government of India shall maintain exports from India in categories 9, 18, 19, 22, 26 and 31 within the following levels:–

Category	
9	6 million square yards
18/19	3 " " "
22	2.25 " " "
26 (duck only)	1.1 " " "
26 (other than duck)	8.5 " " "
Aggregate ceiling categories 9, 18, 19, 22 and 26	18.5 " " "
31	1.325 million pieces

11. The levels specified in paragraph 10 for the period from April 1, 1964 until October 1, 1964 may be increased by 1.25 percent.

12. This Agreement shall continue through September 30, 1966, provided that either Government may propose revisions in the terms of this Agreement no later than September 30, 1965, and provided, further, that either Government may terminate this Agreement effective September 30, 1965 by written notice to the other Government given no later than June 30, 1965.

If these proposals are acceptable to your Government, this note and your Excellency's note of acceptance on behalf of the Government of India shall constitute an agreement between our Governments."

I have the honour to confirm the foregoing understandings on behalf of the Government of India.

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

For the Ambassador:

K S SUNDARA RAJAN

K. S. Sundara Rajan.

His Excellency
GEORGE W. BALL,
Acting Secretary of State
of the United States of America.

JAMAICA

Trade in Cotton Textiles

Agreement effected by exchange of notes
Signed at Washington March 31 and April 17, 1964;
Entered into force April 17, 1964.

The Secretary of State to the Jamaican Ambassador

DEPARTMENT OF STATE
WASHINGTON
March 31, 1964

EXCELLENCY:

I have the honor to refer to conversations between representatives of our two Governments relating to the bilateral agreement of October 1, 1963 between the Government of the United States of America and the Government of Jamaica regarding trade in cotton textiles, [1] and to confirm the understandings reached with respect to changes in the above-mentioned agreement as a result of those conversations as follows:

1. Categories 50 and 51

A new group ceiling of 158,000 dozen shall apply for the two categories 50 and 51. Within this group ceiling, the following category ceilings shall apply:

Category	Subceiling
50	70,000 dozen
51	110,000 dozen

Thus, during the first year of the bilateral agreement, Jamaica would be free to ship products in categories 50 and 51 up to levels of 70,000 dozen and 110,000 dozen, respectively, provided total exports for the two categories combined would not exceed the level of the group ceiling.

2. Categories 53, 55, 57

The following new ceilings, aggregating 2,171,000 square yards, shall apply for categories 53, 55, and 57:

---

[1] TIAS 5435; 14 UST 1391.

Category	Number of Units	Square Yard Equivalent
53	20,000 dozen	906, 000
55	15,000 dozen	765, 000
57	500,000 square yards	500, 000

3. Aggregate Limit

Shipments under the ceilings specified in numbered paragraphs 1 and 2 will, of course, be subject to the aggregate limit of the bilateral agreement of October 1, 1963.

I have the honor to propose that this note and Your Excellency's reply confirming the foregoing understandings shall constitute an agreement between our two Governments.

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

For the Secretary of State:

PHILIP H. TREZISE

His Excellency
Sir NEVILLE NOEL ASHENHEIM, C.B.E.,
Ambassador of Jamaica.

The Jamaican Ambassador to the Secretary of State

J. E. #48
50/011

17th APRIL, 1964

EXCELLENCY,

I have the honour to acknowledge the receipt of your note of March 31, 1964, concerning changes in the Bilateral Agreement of October 1, 1963, between the Government of the United States of America and the Government of Jamaica regarding trade in cotton textiles, which reads as follows:

"Excellency:

I have the honor to refer to conversations between representatives of our two Governments relating to the bilateral agreement of October 1, 1963 between the Government of the United States of America and the Government of Jamaica regarding trade in cotton textiles, and to confirm the understandings reached with respect to changes in the above-mentioned agreement as a result of those conversations as follows:

1. Categories 50 and 51

A new group ceiling of 158,000 dozen shall apply for the two categories 50 and 51. Within this group ceiling, the following category ceilings shall apply:

Category	Subceiling
50	70,000 dozen
51	110,000 dozen

Thus, during the first year of the bilateral agreement, Jamaica would be free to ship products in categories 50 and 51 up to levels of 70,000 dozen and 110,000 dozen, respectively, provided total exports for the two categories combined would not exceed the level of the group ceiling.

2. Categories 53, 55, 57

The following new ceilings, aggregating 2,171,000 square yards, shall apply for categories 53, 55, and 57:

Category	Number of Units	Square Yard Equivalent
53	20,000 dozen	906, 000
55	15,000 dozen	765, 000
57	500,000 square yards	500, 000

3. Aggregate Limit

Shipments under the ceilings specified in numbered paragraphs 1 and 2 will, of course, be subject to the aggregate limit of the bilateral agreement of October 1, 1963.

I have the honor to propose that this note and Your Excellency's reply confirming the foregoing understandings shall constitute an agreement between our two Governments.

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

I have further the honour to confirm the foregoing understandings on behalf of the Government of Jamaica.

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

NEVILLE ASHENHEIM

Neville Ashenheim
Ambassador of Jamaica

His Excellency
DEAN RUSK
Secretary of State of the
United States of America

IVORY COAST

Peace Corps Program

Agreement effected by exchange of notes Dated at Abidjan April 5 and 21, 1962; Entered into force April 21, 1962.

The American Chargé d'Affaires ad interim to the President of the Republic of Ivory Coast

No. 47 ABIDJAN, *April 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 Republic of Ivory Coast.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Republic of Ivory Coast and approved by the Government of the United States to perform mutually agreed tasks in the Republic of Ivory Coast. The Volunteers will work under the immediate supervision of governmental or private organizations in Republic of Ivory Coast 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.

2. The Government of Republic of Ivory Coast 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 Republic of Ivory Coast; 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 Republic of Ivory Coast will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Republic of Ivory Coast, from all customs duties or other charges on their personal property introduced into Republic of Ivory Coast for their own use at or about the time of their arrival, and from all other taxes or other charges (including immigration fees) except

33-259 O-64-23

license fees and taxes or 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 Republic of Ivory Coast will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Republic of Ivory Coast 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 Republic of Ivory Coast will receive a representative of the Peace Corps and such staff of the representative and such personnel of the United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Republic of Ivory Coast. The Government of Republic of Ivory Coast will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Republic of Ivory Coast, 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 Republic of Ivory Coast 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 Republic of Ivory Coast for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of Republic of Ivory Coast 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 Republic of Ivory Coast for their own use as is accorded Volunteers hereunder.

5. The Government of Republic of Ivory Coast will exempt from investment and deposit requirements and currency controls all funds introduced into Republic of Ivory Coast for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of Republic of Ivory Coast at the highest rate which is not unlawful in Republic of Ivory Coast.

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 Republic of Ivory Coast 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.

A. G. H.

His Excellency
FELIX HOUPHOUET-BOIGNY,
President of the Republic of Ivory Coast,
Abidjan.

The Minister of State, Acting President of the Republic of Ivory Coast, to the American Ambassador

LE PRESIDENT DE LA REPUBLIQUE

N° 897/PR/CAB/2 ABIDJAN, *le 21 Avr 1962*

MONSIEUR L'AMBASSADEUR,

Vous avez bien voulu me préciser, dans votre lettre n° 47 du 5 avril 1962, les conditions dans lesquelles des volontaires du Corps de la Paix vont être appelés à effectuer en Côte d'Ivoire les différentes tâches qui leur seront imparties.

Ce document indique notamment les obligations qui incomberont en l'espèce à nos deux Gouvernements, ainsi que le régime qui sera applicable aux intéressés, tant sous l'angle de leur rémunération, que sous celui de leur installation matérielle et de leur situation au regard de la règlementation fiscale et douanière ivoirienne.

J'ai l'honneur de vous faire connaître que les clauses de cet arrangement n'appellent aucune objection de principe de la part du Gouvernement de la République de Côte d'Ivoire.

Toutefois pour l'application pratique desdites clauses, je pense que vous ne verrez pas d'objection à ce que toute demande d'exonération ou de dérogation à la règlementation commune passe obligatoirement par l'intermédiaire des services de l'Ambassade et ne fassent pas l'objet de demandes individuelles des intéressés.

D'autre part je vous informe que mes services rassemblent actuellement la documentation demandée par le "Corps de la Paix" pour préparer le travail des équipes de volontaires qui vont être appelés à venir en Côte d'Ivoire.

Je vous prie de croire, Monsieur l'Ambassadeur, à l'assurance de ma haute considération.

A. Denise
Ministre d'État

[SEAL] AUGUSTE DENISE
chargé de l'intérim de la Présidence de la République

Son Excellence MONSIEUR L'AMBASSADEUR
DES ETATS-UNIS D'AMÉRIQUE
Abidjan

Translation

THE PRESIDENT
OF THE REPUBLIC
No. 897/PR/CAB/2

ABIDJAN, *April 21, 1962*

MR. AMBASSADOR

In your note No. 47 of April 5, 1962 you were good enough to inform me of the conditions under which the Peace Corps Volunteers are to perform in Ivory Coast the various tasks assigned to them.

That document indicates, in particular, the obligations of our two Governments in this connection, and the treatment that will be accorded to the persons concerned from the standpoint of their remuneration and that of their equipment and situation with respect to the Ivory Coast fiscal and customs regulations.

I have the honor to inform you that the Government of the Republic of Ivory Coast has no objection in principle to the terms of this agreement.

However, for the purposes of the practical application of the aforesaid terms, I think that you will have no objection to requiring that any request for exemption or derogation from the common regulations be submitted through the officials of the Embassy and not as individual requests of the persons concerned.

I also inform you that my staff is now assembling the information requested by the Peace Corps in order to prepare for the work of the volunteer teams that are to be asked to come to Ivory Coast.

Accept, Mr. Ambassador, the assurance of my high consideration.

AUGUSTE DENISE

A. Denise
[SEAL] *Minister of State*
Acting President
of the Republic

His Excellency
THE AMBASSADOR OF THE
UNITED STATES OF AMERICA,
Abidjan.

TIAS 5561

INDIA

Agricultural Commodities

Agreement amending the agreement of November 26, 1962.
Effected by exchange of notes
Signed at New Delhi April 17, 1964;
Entered into force April 17, 1964.

The American Ambassador to the Additional Secretary to the Government of India, Ministry of Finance

AMERICAN EMBASSY,
NEW DELHI, INDIA,
April 17, 1964.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of November 26, 1962, [1] as amended, and to propose that it be further amended as follows:

In paragraph 1 of Article I, as requested by the Government of India, increase the value of "cotton" to "$88.4 million", increase the amount of ocean transportation to "$6.0 million", and increase the total value of the Agreement to "$103.1 million".

In numbered paragraph 1 of the United States note of November 26, 1962, substitute "$2.05 million" for "$1.15 million" and substitute "$1.85 million" for "$950,000".

To numbered paragraph 4 of the United States note of November 26, 1962, add the following sentences: "It is also understood that India will not export domestic cotton other than Bengal Desi, Dholleras, Kalyan, Oomras, Mathia and Moglai and other lower Jarilla, all of which varieties normally do not exceed staple lengths longer than 1 3/16 inch, during the period in which cotton supplied under this agreement is being utilized. It is further understood that the Government of India will continue usual commercial imports of cotton from free world sources during the United States fiscal year ending June 30, 1964, at not less than 350,000 bales (480 pounds net weight)."

It is proposed that this note and your reply concurring therein shall constitute an Agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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[1] TIAS 5225; 13 UST 2589.

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

CHESTER BOWLES

His Excellency,
P. GOVINDAN NAIR,
Additional Secretary,
Department of Economic Affairs,
Ministry of Finance,
Government of India,
New Delhi.

The Additional Secretary to the Government of India, Ministry of Finance, to the American Ambassador

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF ECONOMIC AFFAIRS,
Additional Secretary *New Delhi, the 17th April, 1964.*

EXCELLENCY,

I have received your letter dated the 17th April, 1964 reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of November 26, 1962, as amended, and to propose that it be further amended as follows:

In paragraph 1 of Article I, as requested by the Government of India, increase the value of "cotton" to $88.4 million", increase the amount of ocean transportation to "$6.0 million", and increase the total value of the Agreement to "$103.1 million".

In numbered paragraph 1 of the United States note of November 26, 1962, substitute "$2.05 million" for "$1.15 million" and substitute "$1.85 million" for "$950,000".

To numbered paragraph 4 of the United States note of November 26, 1962, add the following sentences: "It is also understood that India will not export domestic cotton other than Bengal Desi, Dholleras, Kalyan, Oomras, Mathia and Moglai and other lower Jarilla, all of which varieties normally do not exceed staple lengths longer than 13/16 inch, during the period in which cotton supplied under this agreement is being utilised. It is further understood that the Government of India will continue usual commercial imports of cotton from free world sources during the United States fiscal year ending June 30, 1964, at not less than 350,000 bales (480 pounds net weight)."

It is proposed that this note and your reply concurring therein shall constitute an Agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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

I have the honor to inform you that the foregoing amendments are acceptable to the Government of India. I agree that your letter together with this reply shall constitute an agreement between our two Governments effective on the date of this reply.

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

P. GOVINDAN NAIR

P. Govindan Nair
Additional Secretary to the Govt. of India.

His Excellency
CHESTER BOWLES
Ambassador of the United States
Of America, New Delhi.

VIET-NAM

Agricultural Commodities

Agreement amending the agreement of January 9, 1964.
Effected by exchange of notes
Signed at Saigon April 14, 1964;
Entered into force April 14, 1964.

The American Ambassador to the Vietnamese Minister of Foreign Affairs

No. 178 SAIGON, *April 14, 1964.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on January 9, 1964, [1] and to propose that Article I of this Agreement be amended by adding "dry whole milk" with an export market value of $.190 million, and by increasing "non-fat dry milk" export market value to $.140 million, "anhydrous milk fat" export market value to $.370 million, ocean transportation to $2.070 million, and the total of this agreement to $31.570 million.

If this amendment is acceptable to your Excellency's Government, I have the honor to propose that this note together with your Excellency's affirmative reply shall constitute an agreement between our two Governments, to enter into force on the date of your Excellency's reply.

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

HENRY CABOT LODGE

His Excellency,
PHAN HUY QUAT,
Minister of Foreign Affairs,

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[1] TIAS 5514; *ante*, p. 13; also TIAS 5627; *post*, p. 1489.

The Vietnamese Minister of Foreign Affairs to the American Ambassador

RÉPUBLIQUE DU VIÊTNAM

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

Le Ministre

No 1758/EF/ SAIGON, *le 14 avril 1964.*

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre No 178 en date de ce jour dont teneur suit:

"I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on January 9, 1964, and to propose that Article I of this Agreement be amended by adding "dry whole milk" with an export market value of $.190 million, and by increasing "non-fat dry milk" export market value to $.140 million, "anhydrous milk fat" export market value to $.370 million, ocean transportation to $2.070 million, and the total of this agreement to $31.570 million.

If this amendment is acceptable to your Excellency's Government, I have the honor to propose that this note together with your Excellency's affirmative reply shall constitute an agreement between our two Governments, to enter into force on the date of your Excellency's reply."

J'ai l'honneur de confirmer à Votre Excellence que le Gouvernement de la République du Viet-Nam accepte les propositions ci-dessus, et que le présent échange de lettres constitue entre nos deux Gouvernements un accord qui entre en vigueur à partir de ce jour.

Veuillez agréer, Excellence, les assurances de ma très haute considération.—

PHAN HUY
[SEAL]

Son Excellence Monsieur HENRY CABOT LODGE
Ambassadeur Extraordinaire et Plénipotentiaire
des Etats-Unis d'Amérique
Saigon

Translation

REPUBLIC OF VIET-NAM

MINISTRY OF FOREIGN AFFAIRS

The Minister

No. 1758/EF/ SAIGON, *April 14, 1964*

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 178 of this date, which is of the following tenor:

[The English language text of the United States note is quoted in the Vietnamese note; see *ante*, p. 352.]

I have the honor to confirm to Your Excellency that the Government of the Republic of Viet-Nam accepts the foregoing proposals and that this exchange of notes constitutes an agreement between our two Governments which shall enter into force today.

Accept, Excellency, the assurances of my very high consideration.

PHAN HUY

[SEAL]

His Excellency
HENRY CABOT LODGE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Saigon.

YUGOSLAVIA

Visas: Abolition of Fees

Agreement effected by exchange of notes
Dated at Belgrade December 30, 1963, March 27 and April 4, 1964;
Entered into force April 15, 1964.

The Yugoslav Secretariat of State for Foreign Affairs to the American Embassy

No. 85775/IV

The Secretariat of State for Foreign Affairs of the Socialist Federal Republic of Yugoslavia presents its compliments to the Embassy of the United States of America and has the honour to propose, on behalf of the Government of the Socialist Federal Republic of Yugoslavia, the abolition of fees for all types of visas in passenger traffic between the Socialist Federal Republic of Yugoslavia and the United States of America.

In proposing this measure the Secretariat of State for Foreign Affairs is guided by the desire to contribute in this way to the rapprochement and the strengthening of friendly relations between our peoples, to facilitate and increase mutual travel and acquaintance with the history, culture and natural beauties of our respective countries.

If the Government of the United States of America is in agreement with the foregoing, the Secretariat of State for Foreign Affairs proposes that this Note together with the reply of the Embassy of the United States of America be considered as a final agreement of the two Governments on this subject, the agreement to enter into force on 1 April 1964, with the provision that it may be terminated at any time by either party giving to the other party twelve months' notice in writing to terminate the same.

BEOGRAD, *30 December 1963.*

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA
Beograd

The American Embassy to the Yugoslav Secretariat of State for Foreign Affairs

No. 724

The Embassy of the United States of America presents its compliments to the Secretariat of State for Foreign Affairs of the Socialist Federal Republic of Yugoslavia and has the honor to refer to the Secretariat's Note No. 85775/IV regarding the mutual abolition of fees for all types of visas in passenger traffic between the Socialist Federal Republic of Yugoslavia and the United States of America.

The Government of the United States of America welcomes this proposal to strengthen friendly relations between our peoples and to facilitate mutual travel between our respective countries.

The Government of the United States of America interprets the Secretariat's phrase "all types of visas in passenger traffic" to be synonymous with "all types of nonimmigrant visas" as used in the laws and regulations of the United States of America. Should the Secretariat concur in this interpretation, the Embassy would appreciate written acknowledgement. Such an acknowledgement, together with this Note as well as the Secretariat's Note No. 85775/IV, would be considered by the Government of the United States as constituting a final agreement of the two governments to abolish all nonimmigrant visa fees, said agreement to enter into force on April 15, 1964, with the provision that the agreement may be terminated at any time by either party's giving the other party twelve months' notice in writing.

CSK

EMBASSY OF THE UNITED STATES OF AMERICA,
Belgrade, March 27, 1964.

The Yugoslav Secretariat of State for Foreign Affairs to the American Embassy

No. 81112/IV

The Secretariat of State for Foreign Affairs of the Socialist Federal Republic of Yugoslavia presents its compliments to the Embassy of the United States of America and, with reference to the Embassy's Note No. 724 of 27 March 1964, has the honour to confirm our concurrence in having the wording "all types of visas in passenger traffic" interpreted as "all types of of non-immigrant visas" and, consequently, that the Notes No. 85774/IV [1] and No. 81112/IV of this Secretariat and the United States Embassy's Note No. 724 are considered to constitute an agreement.

The Secretariat of State for Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

BEOGRAD, *4 April 1964.*

EMBASSY OF THE UNITED STATES OF AMERICA
Beograd

[1] Should read "85775/IV".

REPUBLIC OF THE CONGO

Agricultural Commodities [1]

Agreement signed at Léopoldville April 28, 1964;
Entered into force April 28, 1964.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE CONGO UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

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

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

Considering that the purchase for Congo francs of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Congo francs accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Republic of the Congo pursuant to Title I of the Agricultural Trade Development and Assistance Act,[2] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

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[1] Also TIAS 5662; *post*, pt. 2.
[2] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

Have agreed as follows:

ARTICLE I

SALES FOR CONGO FRANCS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of the Congo of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Congo francs, to purchasers authorized by the Government of the Republic of the Congo, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (Millions)
Wheat flour	$ 4.7
Rice	3.9
Corn	1.5
Tobacco	7.8
Beans	1.0
Bulgur	0.1
Ocean Transportation (estimated)	1.9
	$20.9

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Congo francs accruing from such sale, and other relevant matters.

3. 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

USES OF CONGO FRANCS

The Congo francs accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America, in

such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown:

A. For United States expenditures under subsections (a), (b), (c), (d), (f) and (h) through (s) of Section 104 of the Act, or under any such subsections, 15 percent of the Congo francs accruing pursuant to this agreement.

B. 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 Republic of the Congo incident thereto, 15 percent of the Congo francs accruing pursuant to this agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in the Republic of the Congo for business development and trade expansion in the Republic of the Congo and to United States firms and Congolese firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of the Republic of the Congo acting through the Bureau of Economic Coordination (hereinafter referred to as the Bureau). The Director of the Bureau, or his designate, will act for the Government of the Republic of the Congo and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Bureau 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.

(4) When AID is prepared to act favorably upon an application, it will so notify the Bureau and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in the Republic of the Congo on comparable loans, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Bureau will indicate to AID whether or not the Bureau has an objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Bureau, it shall be understood that the Bureau has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Bureau.

(6) In the event the Congo francs set aside for loans under Section 104(e) of the Act are not advanced within 5 years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Bureau, the Government of the United States of America may use the Congo francs for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of the Republic of the Congo under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of the Republic of the Congo, as may be mutually agreed, 70 percent of the Congo francs accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Congo francs for loan purposes under Section 104(g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the Congo francs for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF CONGO FRANCS

1. The amount of Congo francs to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Congo francs as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Republic of the Congo, or

(b) if more than one legal rate for foreign exchange transactions exist, at a rate of exchange to be mutually agreed upon from time to time between the Government of the Republic of the Congo and the Government of the United States of America.

2. Any refunds of Congo francs which may be due or become due under this agreement more than two years from the effective date of this agreement may, in the event that any subsequent agreement or agreements should be signed by the two Governments under the Act, be made by the Government of the United States of America from funds available from the most recent agreement in effect at the time of the refund.

33-259 O-64-24

ARTICLE IV

GENERAL UNDERSTANDINGS

1. The Government of the Republic of the Congo will take all possible measures to prevent the resale 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, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of the Congo will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and exports of the same or like commodities.

ARTICLE V

CONSULTATION

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

ARTICLE VI

ENTRY INTO FORCE

This agreement shall enter into force upon signature.

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

DONE at Leopoldville, in duplicate, this 28th day of April, 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE REPUBLIC OF THE CONGO
G. MCMURTRIE GODLEY	ADOULA

ACCORD SUR LA FOURNITURE DE PRODUITS AGRICOLES CONCLU ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE DU CONGO EN VERTU DU TITRE I DE LA LOI DE 1954 SUR LE DEVELOPPEMENT DES ECHANGES COMMERCIAUX ET DE L'AIDE EN PRODUITS AGRICOLES, TELLE QU'ELLE EST MODIFIEE

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République du Congo:

Reconnaissant qu'il est désirable de développer le commerce des produits agricoles entre leurs pays respectifs et avec d'autres nations amies d'une facon telle que ces opérations ne risquent pas de perturber les marchés habituels des Etats-Unis d'Amérique pour ces produits, ni d'entrainer des modifications excessives des prix mondiaux de ces produits agricoles ou de gêner les pratiques commerciales d'usage établies avec les nations amies;

Considérant que l'achat en francs congolais de produits agricoles en surplus aux Etats-Unis d'Amérique aidera à la réalisation de ce développement;

Considérant que les francs congolais provenant de ces achats seront utilisés d'une facon profitable aux deux pays et,

Désirant établir les arrangements applicables aux ventes, définis ci-dessous, de produits agricoles à la République du Congo, conformément aux dispositions du Titre I de la Loi sur le Développement des Echanges commerciaux et de l'aide en Produits Agricoles, telle qu'elle est modifiée, (ci-après désignée en tant que la Loi), et les mesures que les deux Gouvernements auront à prendre tant individuellement que collectivement pour poursuivre le développement du commerce agricole en ce qui concerne de tels produits;

Sont convenus de ce qui suit:

ARTICLE I

VENTES PAYABLES EN FRANCS CONGOLAIS

1. Sous réserve de l'émission par le Gouvernement des Etats-Unis d'Amérique et de l'acceptation par le Gouvernement de la République du Congo des autorisations d'achat et à condition que les produits soient disponibles aux termes de la Loi au moment de l'exportation, le Gouvernement des Etats-Unis d'Amérique s'engage à financer des ventes avec paiement en francs congolais à des acheteurs autorisés par le Gouvernement de la République du Congo des produits agricoles suivants dans les montants indiqués:

Produit	Valeur sur le marché d'exportation (millions)
Farine de blé	$ 4.7
Riz (blanchi)	3.9
Maïs	1.5
Tabac	7.8
Haricots	1.0
Blé bulgor	0.1
Transport maritime (estimation)	1.9
	20.9

2. Les demandes d'autorisations d'achat devront être adressées dans un délai de 90 jours à partir de la date d'entrée en vigueur de cet Accord, sauf pour les demandes d'autorisations d'achat et tous les produits supplémentaires ou quantités de produits prévus dans tout amendement à cet Accord qui seront adressées dans un délai de 90 jours à partir de la date d'entrée en vigueur de cet amendement. Les autorisations d'achat comprendront les clauses relatives à la vente et à la livraison des produits, la date et les conditions de dépôt de francs congolais obtenus de la vente, et autres dispositions qui s'y rapportent.

3. Le financement, la vente et la livraison de produits entrepris aux termes du présent Accord pourront être résiliés par l'un ou l'autre des Gouvernements, si ce Gouvernement estime que par suite d'un changement dans les conditions, la continuation de ce financement, de cette vente ou de cette livraison n'est plus nécessaire ou souhaitable.

ARTICLE II

UTILISATION DES FRANCS CONGOLAIS

Les francs congolais acquis par le Gouvernement des Etats-Unis d'Amérique à la suite de ventes effectuées conformément au présent Accord seront utilisés par le Gouvernement des Etats-Unis d'Amérique, de la manière et dans l'ordre de priorité que le Gouverne-

ment des Etats-Unis d'Amérique déterminera, dans les buts suivants, et pour les montants indiqués:

A. Pour les dépenses des Etats-Unis d'Amérique au titre des sous-paragraphes (a), (b), (c), (d), (f) et (h) à (s) du chapître 104 de la Loi, ou au titre de l'un quelconque de ces sous-paragraphes, 15 pour cent des francs congolais obtenus conformément au présent accord.

B. Pour l'octroi de prêts par l'Agence pour le Développement International de Washington (appelée ci-après AID) au titre du chapître 104(e) de la Loi et pour les dépenses administratives de AID dans la République du Congo afférentes à ces prêts, 15 pour cent des francs congolais acquis en vertu du présent accord. Il est entendu que:

(1) les prêts consentis en vertu de la section 104(e) de la Loi seront octroyés à des sociétés commerciales américaines, à leurs succursales, à leurs filiales ou à des entreprises affiliées à ces sociétés dans la République du Congo, aux fins de stimuler le développement des affaires et l'expansion du commerce dans la République du Congo, ainsi qu'à des sociétés américaines et à des sociétés congolaises aux fins de créer les moyens susceptibles de développer l'utilisation et la distribution des produits agricoles des Etats-Unis ou d'accroître de toute autre manière la consommation et la commercialisation desdits produits.

(2) les prêts seront acceptés d'un commun accord par l'AID et par le Gouvernement de la République du Congo agissant par l'intermédiaire du Bureau de la Coordination Economique (ci-après dénommé "le Bureau"). Le Directeur du Bureau, ou son délégué, agira pour le compte du Gouvernement congolais, et l'Administrateur de l'AID, ou son délégué, agira pour le compte de l'AID.

(3) dès que l'AID aura recu une demande qu'elle est disposée à examiner, elle informera le Bureau de l'identité du demandeur, de la nature de l'opération proposée, du montant du prêt proposé et des divers usages auxquels les fonds provenant de ce prêt seront affectés.

(4) lorsque l'AID aura décidé de donner une suite favorable à une demande, elle en avisera le Bureau et lui indiquera le taux d'intérêt prévu et le délai fixé pour le remboursement du prêt proposé. Le taux d'intérêt sera comparable à celui en vigueur dans la République du Congo pour des prêts similaires et les échéances seront fixées de manière qu'elles soient compatibles avec les buts de financement.

(5) dans un délai de soixante jours après la réception de l'avis de l'AID indiquant que celle-ci est disposée à donner une suite favorable à une demande, le Bureau fera savoir à l'AID s'il ne voit pas d'objection au prêt proposé. Si, dans le délai de

soixante jours prévu l'AID ne recoit aucun avis du Bureau à cet effet, il sera entendu que le Bureau n'a pas d'objection à formuler quant au prêt proposé. Si l'AID approuve le prêt proposé ou refuse de l'accorder, elle en avisera le Bureau.

(6) si, dans un délai de cinq ans à partir de l'entrée en vigueur du présent Accord, les francs congolais réservés pour l'octroi de prêts au titre de la section 104(c) de la Loi n'ont pas été utilisés à des fins de prêt, soit parce que l'AID n'a pas approuvé les prêts, soit parce que les prêts proposés n'ont pas été acceptés d'un commun accord par l'AID et par le Bureau, le Gouvernement des Etats-Unis d'Amérique pourra utiliser les francs congolais dont il s'agit à toute autre fin autorisée par la section 104 de la Loi.

C. Pour l'octroi d'un prêt au Gouvernement congolais au titre de la section 104(g) de la Loi, soixante-dix pour cent des francs congolais acquis en vertu du présent Accord, afin de financer des projets destinés à stimuler le développement économique, y compris des projets non inclus jusqu'ici dans les plans du Gouvernement congolais, selon accord mutuel entre les deux Gouvernements. Les termes et conditions du prêt et autres dispositions seront précisées dans un accord séparé de prêt. Au cas où aucun accord n'intervient dans un délai de trois ans, à partir de la date d'entrée en vigueur du présent Accord, sur l'utilisation des francs congolais à des fins de prêt, le Gouvernement des Etats-Unis d'Amérique pourrait utiliser les francs congolais à toutes autres fins autorisées par la section 104 de la Loi.

Article III

DEPOT DES FRANCS CONGOLAIS

1. Le montant des francs congolais devant être déposé dans un compte du Gouvernement des Etats-Unis d'Amérique devra être équivalent à la valeur des ventes en dollars des produits et du coût du transport maritime remboursé ou financé par le Gouvernement des Etats-Unis d'Amérique (sauf pour les frais supplémentaires résultant du règlement nécessitant l'emploi des navires battant pavillon américain) convertis en francs congolais, comme suit:

(a) au taux de change du dollar applicable aux opérations d'importations commerciales en vigueur aux dates des paiements en dollars effectués par les Etats-Unis d'Amérique, pourvu qu'un taux de change unitaire s'appliquant à toutes les opérations de change soit requis par le Gouvernement de la République du Congo, ou,

(b) si plus d'un taux légal de change existe pour les opérations de change, à un taux de change qui sera déterminé mutuellement de temps en temps par le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République du Congo.

2. Dans le cas où un ou plusieurs autres Accords ultérieurs viendraient à être signés par les deux Gouvernements au titre de la Loi, tous remboursements de francs congolais qui seraient dues ou viendraient à l'échéance en vertu de cet Accord, seraient effectués par le Gouvernement des Etats-Unis d'Amérique sur les fonds disponibles de l'Accord le plus récent sur les produits agricoles en vigueur à la date du remboursement.

ARTICLE IV

DISPOSITIONS GENERALES

1. Le Gouvernement de la République du Congo prendra toutes dispositions utiles pour empêcher la revente ou le transbordement vers d'autres pays, ou l'utilisation de ces produits pour des usages autres que les besoins intérieurs, des produits agricoles achetés conformément aux dispositions du présent Accord (sauf dans les cas où la revente, le transbordement ou l'utilisation serait expréssément approuvé par le Gouvernement des Etats-Unis d'Amérique) ; pour empêcher l'exportation de tout produit, soit d'origine locale, soit d'origine étrangère, qui serait identique ou similaire aux produits achetés selon les termes de cet accord, et ceci au cours de la période commencant à la date d'entrée en vigueur de cet accord et se terminant à la date finale à laquelle ces produits sont recus et utilisés, (sauf dans le cas où cette exportation a été formellement approuvée par le Gouvernement des Etats-Unis d'Amérique) ; et pour s'assurer que l'achat de ces produits ne résulterait pas en un accroissement de la disponibilité de ces produits ou de produits similaires dans les pays hostiles aux Etats-Unis d'Amérique.

2. Les deux Gouvernements prendront toutes précautions raisonnables pour s'assurer que toutes les ventes ou achats de produits agricoles effectués conformément au présent Accord ne perturberont pas les marchés normaux des Etats-Unis d'Amérique pour ces produits ou n'entraineront pas de modifications excessives des prix mondiaux de ces produits agricoles, ou n'entraveront pas notablement les relations commerciales avec les nations amies.

3. Dans l'application du présent Accord, les deux Gouvernements chercheront à assurer des conditions commerciales permettant aux négociants particuliers d'agir efficacement et ils s'efforceront de developper et d'élargir la demande continue des produits agricoles.

4. Le gouvernement de la République du Congo fournira des renseignement trimestriels sur l'évolution du programme, en particulier en ce qui concerne l'arrivée et l'état des produits; dispositions pour le maintien des marchés normaux et des renseignements relatifs aux importations et aux exportations de ces mêmes produits ou de produits similaires.

ARTICLE V

CONSULTATION

Les deux gouvernements se consulteront, sur demande de l'un d'eux, sur toute question relative à l'application du présent Accord, ou sur l'exécution des dispositions prises en vertu du présent Accord.

ARTICLE VI

ENTREE EN VIGUEUR

Le présent Accord entrera en vigueur dès qu'il sera signé.

EN FOI DE QUOI, les délégués respectifs, dûment autorisés à cet effet, ont signé le présent Accord.

FAIT à Leopoldville en double exemplaire ce 28e jour de avril, 1964.

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DU CONGO,	POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE
ADOULA	G. MCMURTRIE GODLEY

The American Ambassador to the Congolese Prime Minister

LEOPOLDVILLE
April 28, 1964

No. 351

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today by representatives of our two Governments and to inform you of my Government's understanding of the following:

"(1) In expressing its agreement with the Government of the United States of America that the above mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of the Republic of the Congo agrees that it will procure and import with its own resources in addition to purchases under the terms of the Agreement, at least 1,300 metric tons of unmanufactured tobacco during the United States calendar year 1964, of which not less than 275 metric tons will be from the United States. If deliveries extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time the request for extension of deliveries is made.

"(2) With regard to paragraph 4 of Article IV of the agreement, the Government of the Republic of the Congo agrees to furnish

quarterly 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. In addition, the Government of the Republic of the Congo agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished and to assure that the program will not result in increased availability of the same or like commodities to other nations and (b) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

"The Government of the Republic of the Congo further agrees that the above statements will be accompanied by 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.

"(3) The Government of the Republic of the Congo will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of the following amounts of Congo francs: For purposes of Section 104(a) of the Act, $418,000 worth of Congo francs or two percent of the Congo francs accruing under the Agreement, whichever is greater; for purposes of Section 104(h) of the Act and for purposes of the Mutual Educational and Cultural Exchange Act of 1961, [1] up to a total of $300,000 worth of Congo francs to finance educational and cultural exchange programs and activities in other countries.

"(4) The Government of the United States of America may utilize Congo francs in the Republic of the Congo to pay for international travel originating in the Republic of the Congo, or originating outside the Republic of the Congo when the travel (including connecting travel) is to or through the Republic of the Congo, and for travel within the United States of America or other areas outside the Republic of the Congo when the travel is part of a trip in which the traveler travels from, to or through the Republic of the Congo. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Congo francs may be utilized shall not be limited to services provided by the Republic of the Congo's transportation facilities and that the recipient of any Congo francs under this paragraph shall be allowed to convert such Congo francs into any freely convertible currency without affecting the convertibility of any other Congo francs by the recipient.

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

"I would appreciate receiving your Excellency's confirmation of the above understanding.

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

G. McMurtrie Godley

His Excellency
Monsieur Cyrille Adoula
Prime Minister
Central Government
Leopoldville

The Congolese Prime Minister to the American Ambassador

RÉPUBLIQUE DU CONGO
CABINET
DU PREMIER MINISTRE

N° 1015/64/CAB/P.M.

Léopoldville, *le 28 avril 1964*

Objet:
Accord sur la Fourniture
de Produits Agricoles

A Son Excellence M. G. McMurtie Godley
Ambassadeur des Etats-Unis d'Amérique
Léopoldville

Excellence,

J'ai l'honneur de me référer à l'Accord sur la Fourniture de Produits Agricoles signé aujourd'hui par les représentants de nos deux Gouvernements et d'accuser réception de votre lettre N° 351 en date du 28 avril 1964 concernant les stipulations de l'Accord en question.

Je confirme par la présente que le Gouvernement de la République du Congo est en accord avec tous les points mentionnés dans la lettre précitée et qu'il remplira toutes ses obligations vis-à-vis des stipulations y contenues.

Je vous prie d'agréer, Excellence, l'assurance de ma haute considération.

Le Premier Ministre
[seal] Adoula
C. Adoula

Translation

REPUBLIC OF THE CONGO
OFFICE OF THE
PRIME MINISTER

No. 1015/64/CAB/P.M./

LÉOPOLDVILLE, *April 28, 1964*

Subject: Agreement concerning the furnishing of agricultural commodities

His Excellency
G. McMURTRIE GODLEY,
Ambassador of the
United States of America,
Léopoldville.

EXCELLENCY:

I have the honor to refer to the Agreement concerning the furnishing of agricultural commodities signed today by the representatives of our two Governments and to acknowledge receipt of your note No. 351 dated April 28, 1964 on the terms of the Agreement in question.

I hereby confirm that the Government of the Republic of the Congo agrees to all the points mentioned in the aforesaid note and that it will fulfill all its obligations with regard to the terms contained therein.

Accept, Excellency, the assurance of my high consideration.

[SEAL] ADOULA

C. Adoula
Prime Minister

YUGOSLAVIA

Agricultural Commodities

Agreement signed at Belgrade April 27, 1964;
Entered into force April 27, 1964.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia:

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

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

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

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Socialist Federal Republic of Yugoslavia pursuant to Title I of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

ARTICLE I

SALES FOR DINARS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Socialist Federal Republic of Yugoslavia of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for dinars to purchasers authorized by the Government of the Socialist Federal Republic of Yugoslavia, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (millions)
Wheat and/or wheat flour	$ 16.2
Ocean transportation (estimated)	" 2.0
	$ 18.2

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of dinars accruing from such sale, and other relevant matters.

3. 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

USES OF DINARS

The dinars accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown:

A. For the purchase of $250,000 in US currency which the Government of the Socialist Federal Republic of Yugoslavia agrees to sell to the Government of the US of America and for United States expenditures under subsections (a), (b), (f), and (h) through (r) of Section 104 of the Act, or under any of such subsections, 15 percent of the dinars accruing pursuant to this agreement.

B. For a loan to the Government of the Socialist Federal Republic of Yugoslavia under Section 104(g) of the Act for financing such

projects to promote economic development, as may be mutually agreed, 85 percent of the dinars accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the dinars for loan purposes under Section 104(g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the dinars for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF DINARS

1. The amount of dinars to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into dinars as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Socialist Federal Republic of Yugoslavia, or

(b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the Socialist Federal Republic of Yugoslavia and the Government of the United States of America.

2. Any refunds of dinars which may become due under this agreement will be made by the Government of the United States of America from funds available under this agreement. Any refunds of dinars which may be due or become due under any prior agreement under the Act for which undisbursed funds are no longer available in the accounts of the United States' disbursing officer in the Socialist Federal Republic of Yugoslavia will be made by the Government of the United States of America from funds available under this agreement. Any refunds of dinars which may be due or become due under this agreement more than two years from the effective date of this agreement may, in the event that any subsequent agreement or agreements should be signed by the two Governments under the Act, be made by the Government of the United States of America from funds available from the most recent agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the Socialist Federal Republic of Yugoslavia will take all possible measures to prevent the resale 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, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to other countries.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities.

3. In carrying out this agreement, the two Governments will seek to develop and expand continuous market demand for agricultural commodities from the United States of America.

4. The Government of the Socialist Federal Republic of Yugoslavia will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities, provisions for the maintenance of usual marketings, and information relating to imports and exports of the same or like commodities.

ARTICLE V

CONSULTATION

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

ARTICLE VI

ENTRY INTO FORCE

This agreement shall enter into force upon signature.

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

DONE at Beograd in duplicate this 27th day of April 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA
C. BURKE ELBRICK	DUSAN KVEDER
C. Burke Elbrick *Ambassador of the United States of America*	Dusan Kveder *Assistant Secretary of State for Foreign Affairs*

The American Ambassador to the Yugoslav Assistant Secretary of State for Foreign Affairs

BEOGRAD, *April 27, 1964.*

EXCELLENCY:

I have the honor to refer to the Title I Agricultural Commodities Agreement between our two Governments signed today under which the United States of America undertakes to finance the sale to the Socialist Federal Republic of Yugoslavia of $18.2 million worth of agricultural commodities, and to inform you of my Government's understanding of the following:

(1) The Government of the Socialist Federal Republic of Yugoslavia will sell the $250,000 in US currency referred to in paragraph (a) of Article II in three equal annual installments beginning September 1, 1964 by paying ⅓ of $250,000 each September 1 for 3 years and receiving in return an equivalent amount of dinars computed at the then current official Socialist Federal Republic of Yugoslavia exchange rate for comparable transactions.

(2) The Government of the Socialist Federal Republic of Yugoslavia will provide upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of dinars for purposes of section 104(a) of the Act, $364,000 worth or two percent of the dinars accruing under the agreement, whichever is the greater, to finance agricultural market development activities in other countries; and for the purposes of section 104(h) of the Act and for purposes of the Mutual

Educational and Cultural Exchange Act of 1961, [1] up to $300,000 worth of dinars to finance educational and cultural exchange programs and activities in other countries.

(3) The Government of the United States of America may utilize dinars in the Socialist Federal Republic of Yugoslavia to pay for international travel originating in the Socialist Federal Republic of Yugoslavia, or originating outside the Socialist Federal Republic of Yugoslavia when the travel (including connecting travel) is to or through the Socialist Federal Republic of Yugoslavia, and for travel within the United States of America or other areas outside the Socialist Federal Republic of Yugoslavia when the travel is part of a trip in which the traveler travels from, to or through the Socialist Federal Republic of Yugoslavia. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which dinars may be utilized shall not be limited to services provided by the transportation facilities of the Socialist Federal Republic of Yugoslavia.

(4) With regard to paragraph 4 of Article IV of the agreement the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly 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; date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped where shipped. In addition, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of the Socialist Federal Republic of Yugoslavia showing progress made toward fulfilling commitments on usual marketings. The Government of the Socialist Federal Republic of Yugoslavia further agrees that the statements will be accompanied by statistical data on imports and exports by country of origin or destination of the commodities which are the same as or like those imported under the agreement.

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

33-259 O-64-25

I shall appreciate receiving your Excellency's confirmation of the above understanding.

C. BURKE ELBRICK

C. Burke Elbrick
Ambassador of the
United States of America

His Excellency
DUSAN KVEDER
Assistant Secretary of
State for Foreign Affairs
Beograd

The Yugoslav Assistant Secretary of State for Foreign Affairs to the American Ambassador

BEOGRAD, *April 27, 1964.*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note dated April 27, 1964, which reads as follows:

"I have the honor to refer to the Title I Agricultural Commodities Agreement between our two Governments signed today under which the United States of America undertakes to finance the sale to the Socialist Federal Republic of Yugoslavia of $18.2 million worth of agricultural commodities, and to inform you of my Government's understanding of the following:

"(1) The Government of the Socialist Federal Republic of Yugoslavia will sell the $250,000 in US currency referred to in paragraph (a) of Article II in three equal annual installments beginning September 1, 1964 by paying ⅓ of $250,000 each September 1 for 3 years and receiving in return an equivalent amount of dinars computed at the then current official Socialist Federal Republic of Yugoslavia exchange rate for comparable transactions.

"(2) The Government of the Socialist Federal Republic of Yugoslavia will provide upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of dinars for purposes of section 104(a) of the Act, $364,000 worth or two percent of the dinars accruing under the agreement, whichever is the greater, to finance agricultural market development activities in other countries; and for the purposes of section 104(h) of the Act and for purposes of the Mutual Educational and Cultural Exchange Act of 1961, up to $300,000 worth of dinars to finance educational and cultural exchange programs and activities in other countries.

"(3) The Government of the United States of America may utilize dinars in the Socialist Federal Republic of Yugoslavia to pay for international travel originating in the Socialist Federal Republic of Yugoslavia, or originating outside the Socialist Federal Republic of Yugoslavia when the travel (including connecting travel) is to or through the Socialist Federal Republic of Yugoslavia, and for travel within the United States of America or other areas outside the Socialist Federal Republic of Yugoslavia when the travel is part of a trip in which the traveler travels from, to or through the Socialist Federal Republic of Yugoslavia. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which dinars may be utilized shall not be limited to services provided by the transportation facilities of the Socialist Federal Republic of Yugoslavia.

"(4) With regard to paragraph 4 of Article IV of the agreement the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly 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; date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped where shipped. In addition, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of the Socialist Federal Republic of Yugoslavia showing progress made toward fulfilling commitments on usual marketings. The Government of the Socialist Federal Republic of Yugoslavia further agrees that the statements will be accompanied by statistical data on imports and exports by country of origin or destination of the commodities which are the same as or like those imported under the agreement.

"I shall appreciate receiving your Excellency's confirmation of the above understanding."

I have the honor to inform you of the concurrence of my Government in the foregoing.

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

DUSAN KVEDER

Dusan Kveder
Assistant Secretary of State
for Foreign Affairs

His Excellency
C. BURKE ELBRICK
Ambassador of the
United States of America
Beograd

YUGOSLAVIA

Agricultural Commodities: Sales Under Title IV [1]

Agreement signed at Belgrade April 27, 1964;
Entered into force April 27, 1964.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Yugoslavia;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities;

Recognizing further that by providing such commodities to Yugoslavia under long-term supply and credit arrangements, the resources and manpower of Yugoslavia can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Yugoslavia pursuant to Title IV of the Agricultural Trade Development and Assistance Act,[2] as amended (hereinafter referred to as the Act);

Have agreed as follows:

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[1] Also TIAS 5568; *post*, p. 388.

[2] 73 Stat. 610; 7 U.S.C. §§ 1731–1736.

ARTICLE I

COMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Socialist Federal Republic of Yugoslavia of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance, during the periods specified in the following table or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of the Socialist Federal Republic of Yugoslavia, of the following commodities:

Commodity	Supply Period	Approximate Quantity	Estimated Export Market Value to be Financed ($1,000)
Cotton	Calendar Year 1964	115,000 Bales	15, 280. –
Soybean and/or Cottonseed Oil	Calendar Year 1964	36,000 Metric Tons	8, 380. –
Dry Edible Beans	Calendar Year 1964	10,000 Metric Tons	1, 665. –
Ocean Transportation (estimated)			1, 003. –
Total:			$26, 328. –

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above specified approximate maximum quantities.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of such commodities and other relevant matters.

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

ARTICLE II

CREDIT PROVISIONS

1. The Government of the Socialist Federal Republic of Yugoslavia will pay, or cause to be paid, in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used) the amount financed by the Government of the United States of America together with interest thereon.

2. The principal amount due for commodities delivered in each calendar year under this Agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid in seventeen approximately equal annual payments. The first annual payment for commodities delivered in any calendar year shall become due two years after the date of last delivery of commodities in such calendar year. Subsequent annual payments shall become due at intervals of one year thereafter. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of 3-½ percent per annum and shall begin on the date of the last delivery of commodities in such calendar year. Interest on each such unpaid balance shall be paid annually not later than the date on which the annual payment of principal becomes due.

4. All payments shall be made in United States dollars and the Government of the Socialist Federal Republic of Yugoslavia shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments.

5. The two Governments will 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.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, 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.

ARTICLE III

GENERAL PROVISIONS

1. The Government of the Socialist Federal Republic of Yugoslavia will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of

the agricultural commodities purchased pursuant to this Agreement; to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement and ending on the final date on which said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of these or like commodities to other countries.

2. The two Governments will take reasonable precautions to assure that sales or purchases of commodities pursuant to the Agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. The Government of the Socialist Federal Republic of Yugoslavia agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrivals and condition of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

ARTICLE IV

CONSULTATION

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

ARTICLE V

ENTRY INTO FORCE

The 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 Beograd in duplicate this 27th day of April, 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

C. BURKE ELBRICK

C. Burke Elbrick,
Ambassador of the United States of America

FOR THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA:

DUSAN KVEDER

Dusan Kveder,
Assistant Secretary of State for Foreign Affairs

The American Ambassador to the Yugoslav Assistant Secretary of State for Foreign Affairs

BEOGRAD, *April 27, 1964.*

EXCELLENCY:

I have the honor to refer to the Title IV Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia signed today, and to state that the understanding of the Government of the United States of America is as follows:

In concurring that the delivery of agricultural commodities pursuant to the Agreement should not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities, the Government of the Socialist Federal Republic of Yugoslavia agrees: (a) that it will not permit export during the Calendar Year 1964 or any subsequent period during which the commodities purchased under the Agreement are being imported and utilized of any of the following commodities of either indigenous or domestic origin: cotton, edible oils (including oilseeds), edible beans; (b) that it will procure and import with its own resources from normal suppliers during the Calendar Year 1964 or any subsequent period during which the commodities purchased under the Agreement are being imported, not less than 172,000 bales of cotton of which at least 30,000 bales shall be from the United States of America; and not less than 7,500 metric tons of edible vegetable oils and/or oil equivalent of oilseeds of which at least 2,500 metric tons shall be from the United States of America; and (c) that should Yugoslavia's exports of cotton textiles be increased during the year ending December 31, 1964, over the immediately preceding corresponding period, 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 the increase in its textile exports.

With regard to paragraph 4 of Article III of the Agreement, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement: the name of each vessel, the date 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. In addition, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program will not result in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of the Socialist Federal Republic of Yugoslavia showing

progress made toward fulfilling commitments on usual marketings, accompanied by statistical data on imports and exports by country of origin or destination, of commodities which are the same or like those imported under the Agreement.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Socialist Federal Republic of Yugoslavia.

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

C. BURKE ELBRICK

C. Burke Elbrick
Ambassador of the United States of America

His Excellency
DUSAN KVEDER,
Assistant Secretary of State for Foreign Affairs
Beograd

The Yugoslav Assistant Secretary of State for Foreign Affairs to the American Ambassador

BEOGRAD, *April 27, 1964.*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note dated April 27, 1964, which reads as follows:

"I have the honor to refer to the Title IV Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia signed today, and to state that the understanding of the Government of the United States of America is as follows:

"In concurring that the delivery of agricultural commodities pursuant to the Agreement should not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities, the Government of the Socialist Federal Republic of Yugoslavia agrees: (a) that it will not permit export during the Calendar Year 1964 or any subsequent period during which the commodities purchased under the Agreement are being imported and utilized of any of the following commodities of either indigenous or domestic origin: cotton, edible oils (including oilseeds), edible beans; (b) that it will procure and import with its own resources from normal suppliers during the Calendar Year 1964 or any subsequent period during which the commodities purchased

under the Agreement are being imported, not less than 172,000 bales of cotton of which at least 30,000 bales shall be from the United States of America; and not less than 7,500 metric tons of edible vegetable oils and/or oil equivalent of oilseeds of which at least 2,500 metric tons shall be from the United States of America; and (c) that should Yugoslavia's exports of cotton textiles be increased during the year ending December 31, 1964, over the immediately preceding corresponding period, 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 the increase in its textile exports.

"With regard to paragraph 4 of Article III of the Agreement, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement: the name of each vessel, the date 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. In addition, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program will not result in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of the Socialist Federal Republic of Yugoslavia showing progress made toward fulfilling commitments on usual marketings, accompanied by statistical data on imports and exports by country of origin or destination, of commodities which are the same or like those imported under the Agreement.

"I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Socialist Federal Republic of Yugoslavia.

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

I have the honor to inform you of the concurrence of my Government in the foregoing.

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

DUSAN KVEDER

Dusan Kveder
Assistant Secretary of State
for Foreign Affairs

His Excellency
C. BURKE ELBRICK,
Ambassador of the
United States of America,
Beograd.

TIAS 5567

YUGOSLAVIA

Agricultural Commodities: Sales Under Title IV

Agreement signed at Belgrade April 28, 1964;
Entered into force April 28, 1964.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Yugoslavia;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade;

Recognizing further that by providing such commodities to Yugoslavia under longterm supply and credit arrangements, the resources and manpower of Yugoslavia can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Yugoslavia pursuant to Title IV of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as The Act);

Have agreed as follows:

ARTICLE I

COMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Socialist Federal

[1] 73 Stat. 610; 7 U.S.C. §§ 1731–1736.

Republic of Yugoslavia of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance, during the periods specified in the following table or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of the Socialist Federal Republic of Yugoslavia, of the following commodities:

Commodity	Supply period	Approximate Quantity	Estimated Export Market Value to be Financed ($1,000)
Wheat and/or wheat flour	Calendar Year 1964	260,000 metric tons	$17, 518
Ocean transportation (estimated)			$2, 207
Total:			$19, 725

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above specified approximate maximum quantities.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of such commodities and other relevant matters.

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

Article II

CREDIT PROVISIONS

1. The Government of the Socialist Federal Republic of Yugoslavia will pay or cause to be paid, in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United

States flag vessels be used) the amount financed by the Government of the United States of America together with interest thereon.

2. The principal amount due for commodities delivered in each calendar year under this Agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid in three approximately equal annual payments. The first annual payment for commodities delivered in any calendar year shall become due on December 31 of the year following the calendar year in which such deliveries were made; subsequent annual payments shall become due at intervals of one year thereafter. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of 4⅛ percent per annum and shall begin on the date of the last delivery of commodities in such calendar year. Interest on each such unpaid balance shall be paid annually not later than the date on which the annual payment of principal becomes due.

4. All payments shall be made in United States dollars and the Government of the Socialist Federal Republic of Yugoslavia shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments.

5. The two Governments will 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.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, delivery shall be deemed to have occured as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

ARTICLE III

GENERAL PROVISIONS

1. The Government of the Socialist Federal Republic of Yugoslavia will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of the agricultural commodities purchased pursuant to this Agreement; to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending on the final date on which said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of these or like commodities to other countries.

2. The two Governments will take reasonable precautions to assure that sales or purchases of commodities pursuant to the Agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. The Government of the Socialist Federal Republic of Yugoslavia agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrivals and conditions of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

ARTICLE IV

CONSULTATION

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

ARTICLE V

ENTRY INTO FORCE

The 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 Beograd in duplicate this 28 day of April 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	FOR THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA:
C. BURKE ELBRICK	DUSAN KVEDER
C. Burke Elbrick *Ambassador of the United States of America*	Dusan Kveder *Assistant Secretary of State for Foreign Affairs*

BOLIVIA

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of February 4, 1963, as amended.
Effected by exchange of notes
Signed at La Paz April 27, 1964;
Entered into force April 27, 1964.

The American Ambassador to the Bolivian Minister of Foreign Affairs and Worship

No. 314

LA PAZ, *April 27, 1964.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on February 4, 1963, [1] as amended, and to propose that it be further amended as follows:

1. In the commodity table in paragraph 1 of Article I, add, in the appropriate columns, "Wheat flour (Calendar Year 1964)", "10,000 MT", and "$872,000"; increase the amount for "Ocean Transportation (Estimated)" to "$396,000"; and increase the total to "$4,291,000".

2. Delete the first sentence of paragraph 3 of Article II and insert: "Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered under this agreement shall begin on the date of the last delivery in each calendar year and shall be computed as follows: for commodities delivered in calendar year 1963, at the rate of ¾ of 1 percent per annum; and, for commodities delivered in calendar year 1964 and subsequent years, at the rate of ¾ of 1 percent per annum for a two year period beginning with the date of last delivery in each calendar year and 2 percent per annum after such two year period.

3. Delete paragraph 4 of Article II and insert the following:

"4. All payments shall be made in United States dollars and the Government of Bolivia shall deposit or cause to be deposited such payments in the United States Treasury, for the credit of the Commodity Credit Corporation, unless another depository is agreed upon by the two Governments."

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[1] TIAS 5292; 14 UST 172.

It is proposed that this note and your reply concurring therein constitute an agreement between our two Governments to enter into force on the date of your reply.

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

DOUGLAS HENDERSON

His Excellency
FERNANDO ITURRALDE CHINEL,
Minister of Foreign Affairs,
La Paz.

The Bolivian Minister of Foreign Affairs and Worship to the American Ambassador

REPUBLICA DE BOLIVIA
MINISTERIO DE RELACIONES EXTERIORES Y CULTO

N° DGNA-108/ LA PAZ, *27 de abril de 1964*

SEÑOR EMBAJADOR:

Me es honroso avisar recibo de la estimable nota de Vuestra Excelencia, número 314 de esta misma fecha, que textualmente dice:

"Embajada de los Estados Unidos de América.–N° 314.—La Paz, 27 de abril de 1964.–Excelencia: Tengo el honor de referirme al Convenio sobre Productos Agrícolas de Consumo firmado entre nuestros dos Gobiernos el 4 de febrero de 1963, enmendado, y de proponer que sea nuevamente enmendado en la siguiente forma:

1) En la lista de productos contenida en el Artículo 1°, agregar en las columnas correspondientes, "Harina de Trigo (año calendario de 1964) 10.000 Ton. met. y $us. 872.000" y aumentar el costo de transporte marítimo en $us 396.000" elevando el total a la suma de $us. 4.291.000.

2) Suprimir la primera sentencia del párrafo 3° del Artículo II e insertar "los intereses sobre el saldo del monto principal adeudado al Gobierno de los Estados Unidos de América por los artículos de consumo entregados bajo el presente acuerdo, comenzarán en la fecha de la última entrega de cada año calendario y se computarán como sigue: para los productos de consumo entregados en al año calendario de 1963, a razón de ¾ del 1 por ciento anual; y para los productos entregados en el año calendario de 1964 y años subsiguientes, a razón del ¾ del 1 por ciento anual para un período de dos años comenzando en la fecha de la última entrega en cada año calendario y el 2 por ciento anual posterior a dicho período de dos años.

33-259 O-64-26

3) Suprimir el párrafo 4° del Artículo II e insertar lo siguiente:

"4. Todos los pagos serán efectuados en dólares de los Estados Unidos y el Gobierno de Bolivia depositará o hará depositar dichos pagos en el Tesoro de los Estados Unidos, acreditados a la Corporación de Crédito de Artículos de Consumo, a menos que ambos Gobiernos convengan en otro depositario".

Se propone que esta nota y la respuesta de conformidad con ella, constituyan un acuerdo entre nuestros dos Gobiernos, que entrará en vigencia en la fecha de su respuesta.

Acepte, Excelencia las renovadas seguridades de mi más alta consideración. (Fdo.) Douglas Henderson"

En respuesta, tengo el honor de informar a Vuestra Excelencia que mi Gobierno acepta los términos de la enmienda propuesta y expresa que la presente nota y la de Vuestra Excelencia, constituyen un Acuerdo entre el Gobierno de Bolivia y el de los Estados Unidos de América que entrará en vigencia en esta misma fecha.

Válgome de esta oportunidad para renovar a Vuestra Excelencia, el testimonio de mi más alta consideración.

F ITURRALDE

Dr. Fernando Iturralde Chinel
Ministro de Relaciones Exteriores y Culto

Al Excelentísimo señor
DOUGLAS HENDERSON
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América
Presente

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP
No. DGNA-108/

LA PAZ, *April 27, 1964*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 314 of this date, which reads as follows:

[For the English language text of the note, see *ante*, p. 392.]

In reply, I have the honor to inform Your Excellency that my Government accepts the terms of the proposed amendment and states that this note and Your Excellency's note shall constitute an agreement between the Government of Bolivia and the Government of the United States of America, which shall enter into force on this date.

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

F ITURRALDE

Dr. Fernando Iturralde Chinel
Minister of Foreign Affairs and Worship

His Excellency
DOUGLAS HENDERSON,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

MULTILATERAL

Indus Basin Development Fund

Agreement supplementing the agreement of September 19, 1960. Signed at Washington March 31 and April 6, 1964; [1]
Entered into force April 6, 1964.

THE INDUS BASIN DEVELOPMENT FUND (SUPPLEMENTAL) AGREEMENT, 1964

AGREEMENT between the Governments of the COMMONWEALTH OF AUSTRALIA (Australia), CANADA (Canada), the FEDERAL REPUBLIC OF GERMANY (Germany), NEW ZEALAND (New Zealand), PAKISTAN (Pakistan), the UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (United Kingdom) and the UNITED STATES OF AMERICA (United States) and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank)

WHEREAS on the 19th day of September, 1960, Australia, Canada, Germany, New Zealand, Pakistan, the United Kingdom, the United States and the Bank entered into The Indus Basin Development Fund Agreement, 1960[2] (being hereinafter called the "1960 Agreement" and the parties thereto being hereinafter collectively called the "Parties") providing for the creation and administration of, and contributions to, the Indus Basin Development Fund (hereinafter called the "Fund"),

AND WHEREAS in the 1960 Agreement the Parties agreed to make certain contributions to the Fund on the terms and conditions therein set forth,

AND WHEREAS the Parties have agreed to make additional contributions to the Fund on the terms and conditions and for the purposes hereinafter in this Agreement set forth,

NOW THEREFORE, the Parties hereby agree as follows

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[1] Text as certified by the Secretary of the International Bank for Reconstruction and Development, Washington.

[2] TIAS 4671, 12 UST 19.

Article I

Effect of this Agreement

Section 1.01. The arrangements set out in this Agreement are accepted by Pakistan and by the other Parties hereto as a full and complete discharge of all obligations, whether legal or moral, expressed or implied, of the said other Parties under the 1960 Agreement.

Section 1.02. To the extent that the following provisions of this Agreement are inconsistent with the provisions of the 1960 Agreement the provisions hereof shall prevail and the 1960 Agreement shall henceforth be read and construed as having been modified and superseded by the provisions of this Agreement, but shall in all other respects remain in full force and effect.

Article II

Increase in Non-Rupee Contributions

Section 2.01. Each of the following Parties undertakes, subject to such parliamentary or congressional action as may be necessary, to make a supplemental contribution to the Fund of the nature and in the amount specified opposite its name below

	Grant	*Contributions Repayable by Pakistan*
Australia	£A 4,669,643	
Canada	Can$ 16,810,794	
Germany	DM 80,400,000	
New Zealand	£NZ 503,434	
United Kingdom	£ 13,978,571	
United States	US$ 118,590,000	US$ 51,220,000
Bank		US$ 58,540,000 (in various currencies)

Section 2.02. The supplemental contribution of New Zealand shall be payable in the amount of £NZ 41,953 in each half-year, commencing October 1, 1964.

Section 2.03. The United States supplemental loan contribution will be in the form of the proceeds of a U.S. dollar loan to Pakistan on terms to be agreed between Pakistan and the United States.

Section 2.04. The supplemental Bank contribution will be in the form of the proceeds of a loan in various non-rupee currencies to Pakistan from the Bank or of a credit in various non-rupee currencies to Pakistan from the International Development Association (the Association), or of both, as may be determined between the Bank and the Association. To the extent that the supplemental Bank contribution is in the form of the proceeds of a credit from the Association, such credit shall, for the purpose of this Agreement and the 1960 Agreement, be deemed to be a Bank loan.

SECTION 2.05. The supplemental contributions of Australia, Canada, Germany, the United Kingdom, the United States and the Bank shall be payable in the same proportions among them, and in the same proportions between grants and loans, and shall be governed by the same provisions of the 1960 Agreement, as their original contributions under the 1960 Agreement, except as may be otherwise provided in this Agreement.

ARTICLE III

Increase in Rupee Contributions

SECTION 3.01. The Bank, as Administrator of the Fund (the Administrator) shall make no further purchases of Pakistan rupees (rupees) pursuant to Section 3.03(b)(ii) or Section 4.03 of the 1960 Agreement.

SECTION 3.02. Pakistan undertakes to pay to the Fund in accordance with the provisions of Section 3.01 of the 1960 Agreement (whether by use, in agreement with the United States, of United States counterpart funds, or from Pakistan's own resources) all such amounts of rupees, determined by the Administrator in accordance with Section 3.05 of the 1960 Agreement, as will be required to meet, by disbursements from the Fund, the rupee portion of the costs referred to in Section 4.01(a) of this Agreement, to the extent that such costs are not covered by (i) the rupees payable, or treated as payable, pursuant to Section 3.03(a) of the 1960 Agreement and (ii) the rupees payable pursuant to Section 3.03(b)(i) of the 1960 Agreement on account of the United States rupee contribution under Section 2.03 of the 1960 Agreement, until that contribution has been fully called up for payment.

ARTICLE IV

Disposition of the Fund

SECTION 4.01. (a) Subject to the provisions of Section 4.03 of this Agreement, the assets of the Fund, as augmented by the supplemental contributions herein provided for, shall be applied first to (i) the cost of goods required to construct the Dam and Related Works on the Jhelum River as set forth in 2A(1) of Annexure D[1] to the 1960 Agreement, (ii) the cost of goods required to construct the Link Canals, Barrages and Other Works as set forth in 2B, 2C and 2E of said Annexure as already modified by agreement between Pakistan and the Administrator with the approval of the Parties, (iii) overhead and engineering costs related to (i) and (ii) above, and (iv) expenses incurred by the Administrator solely because of services rendered under the 1960 Agreement and this Agreement, provided, however,

[1] TIAS 4671, 12 UST 41.

that the above schedule of works may be amended by agreement between Pakistan and the Administrator for reasons of economy or sound engineering practice.

(b) In addition, the costs, including the rupee costs, of the Study hereinafter referred to in Section 5.01 of this Agreement shall be met from the non-rupee assets of the Fund.

SECTION 4.02. After the costs and expenses referred to in Section 4.01(a) and (b) above have been provided for, any balance of the non-rupee assets remaining in or payable to the Fund, together with any uncalled amounts of the non-rupee contributions provided for in the 1960 Agreement, as augmented by this Agreement, will be disbursed, in accordance with procedures to be agreed between Pakistan and the Bank, to be used by Pakistan as required to meet non-rupee costs of the Tarbela project (if Pakistan and the Bank agree that Tarbela is justified on the basis of the report hereinafter referred to in Section 5.01 of this Agreement), or, otherwise, of some other development project or projects in the water and power sector in West Pakistan, to be agreed between Pakistan and the Bank on the basis of the Study referred to in said Section 5.01.

SECTION 4.03. Similarly, any amounts in or retainable for the Special Reserve under the provisions of Section 4.01 of the 1960 Agreement not required for payments by the Administrator to India pursuant to Section 4.02 thereof shall be applied towards the costs referred to in Section 4.01(a) above not covered by the non-rupee resources of the Fund as augmented by this Agreement, and to the extent not so applied shall be treated in the same manner as the balance referred to in Section 4.02 above. Income from investments of the Special Reserve shall hereafter be added to the principal thereof.

ARTICLE V

Study of the Water and Power Resources of West Pakistan

SECTION 5.01. The Administrator shall organize and administer a Study of the water and power resources of West Pakistan which would provide the Government of Pakistan with a basis for development planning in the water and power sectors of the economy within the context of their successive Five Year Plans. It is intended that this Study will be completed within two years from the date of its commencement. The first objective of the Study will be the completion of a report covering the technical feasibility, the construction cost and the economic return of a dam on the Indus at Tarbela. The Administrator will use its best endeavours to ensure that this report will be completed by the end of 1964.

SECTION 5.02. The financing by the Fund of the Study shall not constitute or imply any commitment by the Parties to participate in any financing of any development project arising out of the Study, other than as provided in Section 4.02 of this Agreement.

ARTICLE VI

Signature and Entry into Force

SECTION 6.01. This Agreement shall be open for signature on behalf of the Parties until April 8, 1964, or such later date as may be fixed by the Administrator.

SECTION 6.02. This Agreement shall come into force and effect and shall become binding upon each of the Parties on the date, but not before the date, when it has been signed on behalf of all the Parties.[1] The Bank shall promptly after such date notify each of the other Parties and shall transmit to each of them certified copies, showing signatories and dates of signature.

ARTICLE VII

Title

SECTION 7.01. This Agreement may be cited as "The Indus Basin Development Fund (Supplemental) Agreement, 1964"

DONE at Washington in a single original, which shall remain deposited in the Archives of the Bank.

Date of Signature	*Signatory*
	FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
March 31, 1964	WILLIAM B MACOMBER Jr.
	William B. Macomber, Jr.
	FOR THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
March 31 1964	GEORGE D. WOODS
	George D. Woods
	FOR THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA
April 6 1964	HOWARD BEALE
	Howard Beale
	FOR THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY
April 6 1964	K. H KNAPPSTEIN
	K. H. Knappstein

[1] Apr. 6, 1964.

FOR THE GOVERNMENT OF
NEW ZEALAND

April 6, 1964 G. R. LAKING

G. R. Laking

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

April 6th 1964. HARLECH

Harlech

FOR THE GOVERNMENT OF THE
ISLAMIC REPUBLIC OF PAKISTAN

April 6, 1964. G AHMED

G. Ahmed

FOR THE GOVERNMENT OF CANADA.

April 6 1964 C S A. RITCHIE.

C. S. A. Ritchie

YUGOSLAVIA

Agricultural Commodities

Agreement amending the agreements of January 5, 1955; November 3, 1956; December 22, 1958; April 28, 1961; and December 28, 1961, as amended.
Effected by exchange of notes
Signed at Belgrade April 15, 1964;
Entered into force April 15, 1964.

The American Ambassador to the Yugoslav Secretary of State for Foreign Affairs

No. 763 BELGRADE, *April 15, 1964.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreements between our two Governments of January 5, 1955, November 3, 1956, December 22, 1958, April 28, 1961, and December 28, 1961, [1] all of which have been amended, and to propose:

1. That the January 5, 1955 Agreement, as amended, be further amended by:

a. deleting numbered paragraph (2) in the amendment dated January 19, 1956, as amended, and

b. by substituting the following for Article II of the Agreement, as amended:

"The Yugoslav dinars accruing to the Government of the United States of America as a consequence of sales made pursuant to the Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

"A. For United States expenditures under subsections (a), (b), (f) and (h) through (r) of section 104 of the Act or under any of such subsections, 3.6% of the Yugoslav dinars accruing pursuant to this Agreement.

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[1] TIAS 3167, 3688, 4153, 4756, 4923; 6 UST 45; 7 UST 3093; 9 UST 1513; 12 UST 600, 3185.

"B. For grants to the Government of the Federal People's Republic of Yugoslavia under section 104(e) of the Act, for financing such projects to promote balanced economic development of Yugoslavia as may be mutually agreed, 88.9% of the Yugoslav dinars accruing pursuant to this Agreement.

"C. For a loan to the Government of the Federal People's Republic of Yugoslavia under section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of the Federal People's Republic of Yugoslavia, as may be mutually agreed, 7.5% of the Yugoslav dinars accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Yugoslav dinars for loan purposes by January 1, 1966, the Government of the United States of America may use the dinars for any purpose authorized by section 104 of the Act."

2. That the November 3, 1956 Agreement, as amended, be further amended by:

a. deleting numbered paragraph 2 of Article II of the Agreement and numbered paragraph (2) of the amendment dated December 27, 1957, and

b. substituting the following for subparagraphs a and b and the unlettered subparagraph of numbered paragraph 1 of Article II:

"(a) To help develop new markets for United States agricultural commodities and for other expenditures by the Government of the United States of America under subsections (a), (b), (f), and (i) of section 104 of the Act, 4% of the dinars accruing pursuant to this Agreement. The Government of the United States of America in considering possible expenditure of these funds will give due regard to the balance of payments situation in Yugoslavia.

"(b) For grants to Yugoslavia to promote the economic development of Yugoslavia under section 104(e) of the Act, for financing such projects to promote balanced economic development of Yugoslavia as may be mutually agreed, 20.9% of the dinars accruing pursuant to this Agreement.

"(c) For loans to the Government of the Federal People's Republic of Yugoslavia under section 104(g) of the Act to promote the economic development of Yugoslavia, 75.1% of the dinars accruing pursuant to this Agreement. The terms and conditions of the loans and other provisions will be set forth in separate agreements. In the event that dinars set aside for loans to the Federal People's Republic of Yugoslavia are not advanced by January 1, 1966, as a result of failure of the two Governments to reach agreement on uses of the dinars for loan purposes, the Government of the United

States of America may use the dinars for any other purpose authorized by section 104 of the Act."

3. That the December 22, 1958 Agreement, as amended, be further amended by:

a. deleting numbered paragraph 3 of Article II of the Agreement, as amended, and numbered paragraph (2) of the amendment.

b. substituting in Article II "3% of the dinars accruing pursuant to this Agreement" for "the dinar equivalent of $11.4 million" in subparagraph 1(a), "16.24% of the dinars accruing pursuant to this Agreement" for "the dinar equivalent of $14.2 million" in subparagraph 1(b), "80.76% of the dinars accruing pursuant to this Agreement" for "the dinar equivalent of $69.2 million" in subparagraph 1(c) and "by January 1, 1966" for "within three years from the date of this Agreement" in paragraph 2.

4. That the April 28, 1961 Agreement, as amended, be further amended by substituting in Article II "7.2%" for "ten percent" in subparagraph 1(a), "47.8%" for "forty-five percent" in subparagraph 1(b), and "by January 1, 1966" for "within three years from the date of this Agreement" in paragraph 2.

5. That the December 28, 1961 Agreement, as amended, is hereby further amended by

a. substituting in Article II "6.4%" for "ten percent" in paragraph A, and "90.9%" for "90 percent" and "by January 1, 1966" for "within three years from the date of this Agreement" in paragraph B, and

b. adding to Article II the following new paragraph:

"C. For grants to the Government of the Federal People's Republic of Yugoslavia under section 104(e) of the Act, for financing such projects to promote balanced economic development of Yugoslavia as may be mutually agreed, 2.7% of the dinars accruing pursuant to this Agreement."

It is proposed that this note, and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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

C. Burke Elbrick

His Excellency
Koca Popovic,
Secretary of State for Foreign Affairs,
Belgrade.

TIAS 5571

The Yugoslav Secretary of State for Foreign Affairs to the American Ambassador

No. 417697 BELGRADE, *April 15, 1964.*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note dated April 15, 1964, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreements between our two Governments of January 5, 1955, November 3, 1956, December 22, 1958, April 28, 1961, and December 28, 1961, all of which have been amended, and to propose:

"1. That the January 5, 1955 Agreement, as amended, be further amended by:

a. deleting numbered paragraph (2) in the amendment dated January 19, 1956, as amended, and

b. by substituting the following for Article II of the Agreement, as amended:

'The Yugoslav dinars accruing to the Government of the United States of America as a consequence of sales made pursuant to the Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

'A. For United States expenditures under subsections (a), (b), (f) and (h) through (r) of section 104 of the Act or under any of such subsections, 3.6% of the Yugoslav dinars accruing pursuant to this Agreement.

'B. For grants to the Government of the Federal People's Republic of Yugoslavia under section 104(e) of the Act, for financing such projects to promote balanced economic development of Yugoslavia as may be mutually agreed, 88.9% of the Yugoslav dinars accruing pursuant to this Agreement.

'C. For a loan to the Government of the Federal People's Republic of Yugoslavia under section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of the Federal People's Republic of Yugoslavia, as may be mutually agreed, 7.5% of the Yugoslav dinars accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Yugoslav dinars for loan purposes by January 1, 1966, the Government of the United States of America may use the dinars for any purpose authorized by section 104 of the Act.' "

"2. That the November 3, 1956 Agreement, as amended, be further amended by:

a. deleting numbered paragraph (2) of Article II of the Agreement and numbered paragraph (2) of the amendment dated December 27, 1957, and

b. substituting the following for subparagraphs (a) and (b) and the unlettered subparagraph of numbered paragraph (1) of Article II:

'(a) To help develop new markets for United States agricultural commodities and for other expenditures by the Government of the United States of America under subsections (a), (b), (f), and (i) of section 104 of the Act, 4% of the dinars accruing pursuant to this Agreement. The Government of the United States of America in considering possible expenditure of these funds will give due regard to the balance of payments situation in Yugoslavia.

'(b) For grants to Yugoslavia to promote the economic development of Yugoslavia under section 104(e) of the Act, for financing such projects to promote balanced economic development of Yugoslavia as may be mutually agreed, 20.9% of the dinars accruing pursuant to this Agreement.

'(c) For loans to the Government of the Federal People's Republic of Yugoslavia under section 104(g) of the Act to promote the economic development of Yugoslavia, 75.1% of the dinars accruing pursuant to this Agreement. The terms and conditions of the loans and other provisions will be set forth in separate agreements. In the event that dinars set aside for loans to the Federal People's Republic of Yugoslavia are not advanced by January 1, 1966, as a result of failure of the two Governments to reach agreement on uses of the dinars for loan purposes, the Government of the United States of America may use the dinars for any other purpose authorized by section 104 of the Act.' "

"3. That the December 22, 1958 Agreement, as amended, be further amended by:

a. deleting numbered paragraph (3) of Article II of the Agreement, as amended, and numbered paragraph (2) of the amendment,

b. substituting in Article II '3% of the dinars accruing pursuant to this Agreement' for 'the dinar equivalent of $11.4 million' in subparagraph 1(a), '16.24% of the dinars accruing pursuant to this Agreement' for 'the dinar equivalent of $14.2 million' in subparagraph 1(b), '80.76% of the dinars accruing pursuant to this Agreement' for 'the dinar equivalent of $69.2 million' in subparagraph 1(c) and 'by January 1, 1966' for 'within three years from the date of this Agreement' " in paragraph 2.

"4. That the April 28, 1961 Agreement, as amended, be further amended by substituting in Article II '7.2%' for 'ten percent' in subparagraph 1(a), '47.8%' for 'forty-five percent' in subparagraph 1(b), and 'by January 1, 1966' for 'within three years from the date of this Agreement'" in paragraph 2.

"5. That the December 28, 1961 Agreement, as amended, is hereby further amended by

a. substituting in Article II '6.4%' for 'ten percent' in paragraph A, and '90.9%' for '90 percent' and 'by January 1, 1966' for 'within three years from the date of this Agreement' in paragraph B, and

b. adding to Article II the following new paragraph

'C. For grants to the Government of the Federal People's Republic of Yugoslavia under section 104(e) of the Act, for financing such projects to promote balanced economic development of Yugoslavia as may be mutually agreed, 2.7% of the dinars accruing pursuant to this Agreement.'"

"It is proposed that this note, and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your note in reply

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

I have the honor to inform you of the concurrence of my Government in the foregoing.

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

[SEAL]

KOCA POPOVIC

His Excellency
C. BURKE ELBRICK,
Ambassador of the
United States of America,
Beograd.

CHINA

Education: Educational Foundation and Financing of Exchange Programs

Agreement signed at Taipei April 23, 1964; Entered into force April 23, 1964.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CHINA FOR THE FINANCING OF CERTAIN EDUCATIONAL AND CULTURAL EXCHANGE PROGRAMS

The Government of the United States of America and the Government of the Republic of China,

Desiring to promote further mutual understanding between the peoples of the United States of America and the Republic of China by a wider exchange of knowledge and professional talents through educational contacts,

Have agreed as follows:

Article 1

There shall be established a Foundation to be known as the United States Educational Foundation in the Republic of China (hereinafter designated "the Foundation"), which shall be recognized by the Government of the United States of America and the Government of the Republic of China as an organization created and established to facilitate the administration of an educational and cultural exchange program to be financed by funds made available to the Foundation by the Government of the United States of America. Except as provided in Article 3, the Foundation shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the purpose set forth in the present agreement. The funds and property which may be acquired with the funds in furtherance of the purposes of the agreement shall be regarded in the Republic of China as property of a foreign government, insofar as taxation and kindred matters are concerned.

The funds made available under the terms of this agreement shall be used by the Foundation for the purpose of

(1) financing studies, research, instruction, and other educational activities of or for citizens and nationals of the United States of America in the Republic of China, and of or for citizens and nationals of the Republic of China in United States schools and institutions of learning located in or outside the United States of America;

(2) financing visits and interchanges between the United States of America and the Republic of China of students, trainees, teachers, instructors and professors; and

(3) financing such other related educational and cultural programs and activities as may be provided for in budgets approved in accordance with Article 3 hereof.

Article 2

In furtherance of the aforementioned purposes, the Foundation may, subject to the provisions of Article 10 of the present agreement and not in conflict with the laws of the Republic of China except as provided in the first paragraph of Article 1 of the present agreement, exercise all powers necessary to the carrying out of the purposes of this agreement including the following:

(1) Receive funds.

(2) Open and operate bank accounts in the name of the Foundation in a depository or depositories to be designated by the Secretary of State of the United States of America.

(3) Disburse funds and make grants and advances of funds for the authorized purposes of the Foundation, including payment for transportation, tuition, maintenance, and other expenses incident thereto.

(4) Acquire, hold, and dispose of property in the name of the Foundation as the Board of Directors of the Foundation may consider necessary or desirable, provided however that the acquisition of any real property shall be subject to the prior approval of the Secretary of State of the United States of America and also to such conditions and requirements as are or may be prescribed by laws and regulations enforced in the territory where the property is situated.

(5) Plan, adopt, and carry out programs, in accordance with the purposes of this agreement.

(6) Recommend to the Board of Foreign Scholarships of the United States of America, students, trainees, professors, research scholars, teachers, and instructors, resident in the Republic of China, and institutions of the Republic of China qualified to participate in the program.

(7) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the program as it may deem necessary for achieving the purpose and objectives of the Foundation.

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(8) Provide for periodic audits of the accounts of the Foundation as directed by auditors selected by the Secretary of State of the United States of America.

(9) Engage administrative and clerical staff and fix and pay the salaries and wages thereof, and incur other administrative expenses.

(10) Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present agreement but are not financed by funds made available under this agreement, provided, however, that such programs and activities and the Foundation's role therein shall be fully described in reports made to the Secretary of State of the United States of America and the Government of the Republic of China, and provided that no objection is interposed by either to the Foundation's actual or proposed role therein.

Article 3

All commitments, obligations, and expenditures authorized by the Foundation shall be made pursuant to an annual budget to be approved by the Secretary of State of the United States of America pursuant to such regulations as he may prescribe.

Article 4

The Foundation shall plan its annual programs in such a way that full use shall as far as possible be made of the funds made available to the Foundation for each year. The Foundation shall not enter into any commitments or create any obligation which shall bind the Foundation in excess of the funds to be received during any given calendar year.

Article 5

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of ten members (hereinafter designated "The Board"), five of whom shall be citizens of the United States of America and five of whom shall be citizens of the Republic of China. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to the Republic of China (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Board. He shall cast the deciding vote in the event of a tie vote by the Board. The Chief of Mission shall appoint and remove the citizens of the United States on the Board. At least three United States members of the Board shall be officers of the United States Foreign Service establishment in the Republic of China. The Chief of Mission shall appoint one of these officers to serve as Chairman of the Board and another to serve as Treasurer. The citizens of the Republic of China on the Board shall be appointed by the Government of the Republic of China from a list of nominees concurred in by the Chief of Mission and may be removed by the Gov-

ernment of the Republic of China. Of the citizens of the Republic of China on the Board, one of them shall be a designee of the Minister of Education and one a designee of the Minister of Foreign Affairs.

The members shall serve from the time of their appointment until the following December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside of the Republic of China, expiration of service, or otherwise, shall be filled in accordance with the appointment procedure set forth in this article.

The members shall serve without compensation but the Board may authorize the payment of necessary expenses of the members in attending the meetings of the Board and in performing other official duties assigned by the Board.

Article 6

The Board shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Foundation.

Article 7

Reports as directed by the Secretary of State of the United States of America shall be made annually on the activities of the Foundation to the Secretary of State of the United States of America and the Government of the Republic of China. Special reports may be made more often, in the discretion of the Board or on request of the Secretary of State of the United States of America or the Government of the Republic of China.

Article 8

The principal office of the Foundation shall be in the capital city of the Republic of China, but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of any of the Foundation's officers or staff may be carried on at such places as may be approved by the Board.

Article 9

The Board may appoint an Executive Officer and determine his salary and term of service, provided, however, that in the event it is found to be impracticable for the Board to secure an appointee acceptable to the Honorary Chairman, the Government of the United States of America may provide an Executive Officer and such assistants as may be deemed necessary to ensure the effective operation of the program. The Executive Officer shall be responsible for the direction and supervision of the Board's programs and activities in accordance with the Board's resolutions and directives. In his absence or disability, the Board may appoint a substitute for such time as it deems necessary or desirable.

Article 10

The decision of the Board in all matters may, in the discretion of the Secretary of State of the United States of America, be subject to his review.

Article 11

There may be used for the purposes of this agreement any funds, including currency of the Republic of China, held or available for expenditure by the Government of the United States of America for such purposes and contributions to the Foundation from any source.

The Secretary of State of the United States of America will make available to the Foundation funds in such amounts as may be required by the Foundation, but in no event may amounts in excess of the budgetary limitation established pursuant to Article 3 of the present agreement be expended by the Foundation.

The performance of this agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America, when required by the laws of the United States of America.

Article 12

Wherever, in the present agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

Article 13

The present agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of the Republic of China.

Article 14

The present agreement supersedes the Agreement between the Government of the United States of America and the Government of the Republic of China signed at Nanking on November 10, 1947, as amended.[1]

The present agreement shall come into force upon the date of signature.

[1] TIAS 1687, 3957, 4713; 61 Stat. (pt. 4) 3582; 8 UST 2399; 12 UST 285.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present agreement.

DONE at Taipei, in duplicate, in the English and Chinese languages, this twenty-third day of April, 1964, corresponding to the twenty-third day of the fourth month of the fifty-third year of the Republic of China.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Gerauld Wright [1]

[SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF CHINA

沈昌煥 [2]

[SEAL]

[1] Gerauld Wright.

[2] Shen Chang-huan.

美利堅合衆國政府代表

中華民國政府代表

沈昌煥

TIAS 5572

第十二條

本協定內所稱「美利堅合衆國國務卿」，應指美利堅合衆國國務卿或其指派代行職權之美利堅合衆國政府之任何官員或職員。

第十三條

本協定得由美利堅合衆國政府與中華民國政府交換外交文件修改之。

第十四條

本協定代替美利堅合衆國政府與中華民國政府間一九四七年十一月十日在南京簽訂並業經修正之協定。

本協定自簽字之日起生效。

爲此，下列簽字人各本其政府之合法授權，簽字於本協定。

本協定以英文及中文各繕兩份。

西曆一九六四年四月二十三日，即中華民國五十三年四月二十三日訂於台北

席所能接受之人選時，美利堅合衆國政府得派一總幹事及爲保證此項計劃之有效施行所必需之助理。總幹事應遵照董事會之決議及指示，負責指導監督董事會所定之計劃與工作。總幹事離任所或不能視事時，董事會得於其認爲必要或適宜之期間內派人代理。

第十條

董事會對一切事項之決議，得視美利堅合衆國國務卿之意旨受其審查。

第十一條

爲本協定之目的所可支用之款項包括美利堅合衆國所持有或可供支用連同中華民國貨幣在內之一切款項暨任何對基金之捐款。

美利堅合衆國國務卿將向基金提供基金所需數額之資金，但於任何情形下，資金之支付數額不得超出根據本協定第三條所設之預算限度。

美國法律如有規定時，本協定之履行應視美利堅合衆國國務卿領受撥款之情形而定。

需用費，董事會有權給付之。

第六條

董事會得因辦理基金事務之需要，制訂規章並指派委員會。

第七條

基金之工作，應依照美利堅合衆國國務卿之指示，每年製備報告，送交美利堅合衆國國務卿及中華民國政府。並得視董事會之意旨或應中華民國政府或美利堅合衆國國務卿之請，製備特別報告。

第八條

基金之總辦公處應設於中華民國首都，但董事會及其任何委員會之會議得在董事會隨時決定之其他地方舉行；基金之任何職員或雇員之工作與活動得在董事會核准之地方辦理及進行。

第九條

董事會得任命一總幹事並決定其薪額及任期，但若董事會無法羅致爲名譽主

基金事務之管理與指導應由董事十人組成之董事會（以下稱「董事會」）主持之，董事中五人應爲美利堅合衆國公民，五人應爲中華民國公民。此外，美利堅合衆國派駐中華民國使館之主管（以下稱「館長」）應爲董事會之名譽主席。董事會議案付表決，如遇贊成及反對票數相同時，由名譽主席投票決定之。館長應有任免董事會中美籍董事之權。在美籍董事中，至少應有三人爲美國駐華外交機構之官員，館長應指定其中一人擔任主席，另一人擔任會計。華籍董事應由中華民國政府就業經徵獲館長同意之人選名單中任命之，並得由中華民國政府予以免職。在董事會華籍董事中，一人應爲教育部長之指定人員，另一人應爲外交部長之指定人員。

各董事之任期應自任命之日起至同年十二月卅一日爲止，並得連任。其因辭職，遷居中華民國境外，任期屆滿或其他理由而遺之缺額，應依本條規定之手續補充之。

董事係無給職，但董事出席董事會會議及執行董事會所委派之其他公務所必

(九)僱用行政及書記人員，核定並支付其薪金及工資及所引起之其他行政開支。

(十)管理或協同管理不受本協定提供款項資助但係促進本協定目的之教育文化計劃及活動，或以其他方法便利此類計劃及活動之實施，惟此類計劃及活動暨基金在其中之任務須於向美利堅合衆國國務卿及中華民國政府所提供之報告中詳予陳述，同時基金實際或準備擔負之任務以未受任何一方反對者爲限。

第三條

基金所授權之一切承諾、義務，及開支，應以美利堅合衆國國務卿依照其所訂規則而核准之常年預算案爲準。

第四條

基金應釐訂其常年計劃，俾其每一年度所得之資金能盡量充分利用，基金不應作任何承諾或設定任何負擔，致使基金所受之拘束超過任何一年度所收入之資金。

第五條

開立銀行賬戶並運用之。

(三)爲基金所准許之目的而動用資金並發給經費及墊款，包括旅費、學費、生活費及其他費用之支付。

(四)於基金董事會認爲必要或適宜時，以基金名義取得，保有，並處分財產；但任何不動產之取得，應先經美利堅合衆國國務卿之許可，並受不動產所在地所施行之法律規章現在或將來所規定之條件及手續之限制。

(五)依照本協定之目的、設計、採用，並實施各種計劃。

(六)向美利堅合衆國外國獎學金委員會推薦有資格參加此項計劃之居住中華民國之學生、學習員、教授、研究員、教師、講師及中華民國之學術機構。

(七)向上述外國獎學金委員會建議爲達到基金之宗旨與目的對於參加此項計劃者之選擇所認爲必要之條件。

(八)依照美利堅合衆國國務卿所選派稽核員之指示，對基金之賬目作定期之稽核。

(一)資助美利堅合衆國公民及國民或爲美利堅合衆國公民及國民在中華民國境內學習、研究、教授，及他種教育活動，並資助中華民國公民及國民或爲中華民國公民及國民在美國國境內外之美國學校或學術機構從事同樣活動。

(二)資助美利堅合衆國與中華民國間學生、學習員、教師、講師及教授之訪問及交換；及

(三)資助依照本協定第三條核准之預算所規定之其他有關教育與文化之計劃及活動。

第二條

爲促進上述目的計，除受本協定第十條規定之限制，並在不違反中華民國法律（本協定第一條第一段規定者除外）範圍內，基金得行使爲實現本協定目的所必需之一切權力，包括下列各項：

(一)收受資金。

(二)在美利堅合衆國國務卿所指定之一個或一個以上之存款處所，以基金名義

美利堅合衆國政府與中華民國政府資助教育文化交換計劃協定

美利堅合衆國政府與中華民國政府

因欲藉教育方面之接觸，作智識與技能之更大交換，以促進美利堅合衆國與中華民國人民間更深之相互了解，爰經議定條款如後：

第一條

應設立一基金，名曰美國在中華民國教育基金（以下稱「基金」），該基金應由美利堅合衆國政府與中華民國政府承認爲便利一項教育文化交換計劃之施行而創設之組織，並由美利堅合衆國政府撥款資助該基金，作爲此項計劃之經費。除第三條之規定外，基金爲本協定所規定之目的而使用及支付貨幣暨貨幣信用時，應不受美利堅合衆國國內法及地方法之限制。此等款項，及因推進本協定之目的而以此等款項取得之財產，在稅捐及有關事項方面，應視爲外國政府在中華民國境內之財產。

在本協定規定下所得支用之款項應由基金用於以下各種目的：

KENYA

Investment Guaranties

Agreement effected by exchange of notes
Signed at Nairobi March 19 and April 20, 1964;
Entered into force April 20, 1964.

The American Ambassador to the Prime Minister of Kenya

EMBASSY OF THE
UNITED STATES OF AMERICA
Nairobi, March 19, 1964

No. 05

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two governments relating to investments in Kenya which further the development of the economic resources and productive capacities of Kenya and to guaranties of such investments by the Government of the United States of America. I also have the honor to confirm the following understandings reached as a result of those conversations:

1. The Government of the United States of America and the Government of Kenya shall, upon the request of either Government, consult concerning investments in Kenya which the Government of the United States of America may guaranty.

2. The Government of the United States of America shall not guaranty an investment in Kenya unless the Government of Kenya approves the activity to which the investment relates and recognizes that the Government of the United States of America may guaranty such investment.

3. If an investor transfers to the Government of the United States of America pursuant to an investment guaranty, (a) lawful currency, including credits thereof, of Kenya, (b) any claims or rights which the investor has or may have arising from the business activities of the investor in Kenya or from the events entitling the investor to payment under the investment guaranty, or (c) all or part of the interest of the investor in any property (real or personal, tangible or intangible) within Kenya, the Government of Kenya shall recognize such transfer as valid and effective.

4. Lawful currency of Kenya, including credits thereof, which is acquired by the Government of the United States of America pursuant to a transfer of currency or from the sale of property transferred under an investment guaranty shall be accorded treatment by the Government of Kenya with respect to exchange, repatriation or use thereof, not less favorable than that accorded to funds of nationals of the United States of America derived from activities similar to those in which the investor had been engaged, and such currency may in any event be used by the Government of the United States of America for any of its expenditures in Kenya.

5. Any dispute regarding the interpretation or application of the provisions of this Agreement or any claim against the Government of Kenya to which the Government of the United States of America may succeed as transferee or which may arise from the events causing payment under an investment guaranty shall, upon the request of either Government, be the subject of negotiations between the two Governments and shall be settled, insofar as possible, in such negotiations. If, within a period of three months after a request for negotiation, the two Governments are unable to settle any such dispute or claim by agreement, the dispute or claim shall be referred upon the initiative of either Government, to a sole arbitrator, selected by mutual agreement, for final and binding determination in light of the applicable principles of international law. If the two Governments are unable to select an arbitrator within a period of three months after indication by either Government of its desire to arbitrate, the President of the International Court of Justice shall, at the request of either Government, designate the arbitrator.

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

WILLIAM ATTWOOD

His Excellency
JOMO KENYATTA,
Prime Minister of Kenya,
Nairobi

The Prime Minister of Kenya to the American Ambassador

PRIME MINISTER'S OFFICE
NAIROBI, KENYA
20th April, 1964.

EXT. 171/28/002A/61

EXCELLENCY,

I have the honour to refer to your letter No: 05 dated 19th March, 1964 relating to investments in Kenya designed to further her development of the economic resources and productive capacities and to the guarantees of such investments by the Government of the United States of America.

On behalf of the Government of Kenya, I confirm that the following understandings have been reached between representatives of our two Governments on the aforementioned subject:

1. that the Government of the United States of America and the Government of Kenya shall, upon the request of either Government, consult concerning investments in Kenya which the Government of the United States of America may guarantee;
2. that the Government of the United States of America shall not guarantee an investment in Kenya unless the Government of Kenya approves the activity to which the investment relates and recognizes that the Government of the United States of of America may guarantee such investment;
3. that if an investor transfers to the Government of the United States of America pursuant to an investment guarantee:
   (a) lawful currency, including credits thereof, of Kenya;
   (b) any claims or rights which the investor has or may have arising from the business activities of the investor in Kenya or from the events entitling the investor to payment under the investment guarantee; or
   (c) all or part of the interest of the investor in any property (real or personal, tangible or intangible) within Kenya, the Government of Kenya shall recognize such transfer as valid and effective;
4. that lawful currency of Kenya, including credits thereof, which is acquired by the Government of the United States of America pursuant to a transfer of currency or from the sale of property transferred under an investment guarantee shall be accorded treatment by the Government of Kenya with respect to exchange, repatriation or use thereof, not less favourable than that accorded to funds of nationals of the United States of America derived from activities similar to those in which the investor had been engaged, and such cur-

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rency may in any event be used by the Government of the United States of America for any of its expenditures in Kenya;

and 5. that any dispute regarding the interpretation or application of the provisions of this Agreement or any claim against the Government of Kenya to which the Government of the United States of America may succeed as transferee or which may arise from the events causing payment under an investment guarantee shall, upon the request of either Government, be the subject of negotiations between the two Governments and shall be settled, insofar as possible, in such negotiations. If, within a period of three months after a request for negotiation, the two Governments are unable to settle any such dispute or claim by agreement, the dispute or claim shall be referred upon the initiative of either Government, to a sole arbitrator, selected by mutual agreement, for final and binding determination in light of the applicable principles of international law. If the two Governments are unable to select an arbitrator within a period of three months after indication by either Government of its desire to arbitrate, the President of the International Court of Justice shall, at the request of either Government, designate the arbitrator.

I have the honour to confirm that the foregoing provisions are acceptable to the Government of Kenya. Accordingly, this present affirmative reply to your letter under reference shall be deemed to constitute an agreement between our two Governments on this subject.

Accept, Excellency, the assurance of my highest consideration.

JOMO KENYATTA

Jomo Kenyatta.

His Excellency,
M. ATTWOOD,
Ambassador of United States of America,
Nairobi.

CANADA

Defense: Improvements in the Continental Air Defense System

Agreement amending the agreement of September 27, 1961.
Effected by exchange of notes
Signed at Ottawa May 6, 1964;
Entered into force May 6, 1964.

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

EMBASSY OF THE
UNITED STATES OF AMERICA
Ottawa, May 6, 1964.

No. 326

SIR:

I have the honor to refer to Note No. 160 of September 27, 1961 of the Secretary of State for External Affairs and Note No. 82 of the Charge d'Affaires ad interim of the United States of America of the same day,[1] which constituted an Agreement between our two Governments concerning cost-sharing and related arrangements with respect to improvements in the Continental Air Defense System.

The gap filler radar program, for which provision is made in subparagraph b) of paragraph 1 of the Annex to Note No. 160, has been the subject of recent discussion between representatives of the United States Air Force and the Royal Canadian Air Force. In the course of these discussions the United States Air Force, on the basis of a variety of considerations, proposed, and the Royal Canadian Air Force agreed, that the program should be cancelled.

My Government accordingly proposes that subparagraph b) of paragraph 1 of the Annex referred to above be deleted.

If this is agreeable to your Government, I propose that this Note and your reply should constitute an agreement between our two Gov-

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[1] TIAS 4859; 12 UST 1375.

ernments effective from the date of your reply, to amend the Agreement of September 27, 1961.

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

W. W. BUTTERWORTH

The Honorable PAUL MARTIN,
Secretary of State for External Affairs,
Ottawa.

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

DEPARTMENT OF
EXTERNAL AFFAIRS
CANADA

No. 73

OTTAWA, *May 6, 1964*

EXCELLENCY:

I have the honour to acknowledge receipt of your Note No. 326 of May 6, 1964 proposing an amendment of the Agreement between our two Governments of September 27, 1961, concerning cost sharing and related arrangements with respect to improvements in the Continental Air Defence System.

This proposal is agreeable to the Canadian Government. I therefore agree to your further proposal that your Note No. 326 of May 6, 1964 and this reply shall constitute an Agreement between our two Governments effective from this date, to amend the Agreement of September 27, 1961.

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

PAUL MARTIN
Secretary of State
for External Affairs

His Excellency W. WALTON BUTTERWORTH,
Ambassador of the United States of America,
Ottawa.

CANADA

Ionospheric Research by Satellites

Agreement effected by exchange of notes
Signed at Ottawa May 6, 1964;
Entered into force May 6, 1964.

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

EMBASSY OF THE
UNITED STATES OF AMERICA
Ottawa, May 6, 1964

No. 324

SIR:

I have the honor to refer to discussions between representatives of the United States National Aeronautics and Space Administration and the Canadian Defence Research Board regarding proposals for cooperation in a joint program of ionospheric research by means of satellites. The objectives of the proposed joint program are the conduct of comprehensive studies of the ionosphere from the approaching minimum through the next maximum of the present solar cycle and to make the resulting scientific data freely available to the world scientific community.

The program agreed upon and the details for its proposed implementation have been incorporated in the attached Memorandum of Understanding between the United States National Aeronautics and Space Administration and the Canadian Defence Research Board which was signed on December 23, 1963. The Memorandum of Understanding has been approved by the Government of the United States of America. It is understood that implementation and direction of the United States participation in the proposed program shall be the responsibility of the United States National Aeronautics and Space Administration and that implementation and direction of Canadian participation shall be the responsibility of the Canadian Defence Research Board.

If the foregoing meets with the approval of the Canadian Government, I have the honor to propose that this Note together with the attached Memorandum of Understanding and your reply, shall constitute an Agreement between our two Governments for cooperation in a joint program of ionospheric research by means of satellites to be effective from the date of your reply. This Agreement may be

terminated by agreement between the two governments prior to 1970 and thereafter, by either government upon six months notice.

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

W. WALTON BUTTERWORTH

Enclosure:
Memorandum of Understanding

The Honorable
PAUL MARTIN,
Secretary of State for External Affairs,
Ottawa.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN DEFENCE RESEARCH BOARD AND THE UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

1. The Canadian Defence Research Board (DRB) and the United States National Aeronautics and Space Administration (NASA) affirm a mutual desire to undertake a joint program of ionospheric research by means of satellites. The objectives are to conduct comprehensive studies of the ionosphere from the approaching minimum through the next maximum of the present solar cycle and to make the resulting scientific data freely available.

2. This joint ionosphere monitoring program is planned to consist of a series of four satellites to be launched at appropriate intervals between 1965 and 1970.

(a) The first of these, to be known as ALOUETTE II, will consist of the spare ALOUETTE flight unit with such agreed modifications to the sounder, telemetry, and electronics as engineering feasibility and schedule permit. In order to perform coordinated direct measurements, NASA will launch a satellite of its Explorer series in conjunction with ALOUETTE II.

(b) The remaining three satellites will bear the name ISIS (International Satellite for Ionospheric Studies). It is expected that two of the ISIS series will carry as the principal experiment a topside sounder of the swept frequency type (or a combination of swept and fixed frequency sounders) and such supporting experiments as may be determined in the manner described in paragraph 3(c) of this memorandum. It is understood that these two spacecraft and ALOUETTE II will be launched into orbits with apogees of at least 2000 kilometers and with inclinations high enough to obtain auroral zone data. A decision on the character and orbit of the third ISIS will be made during the course of the program. Sounding rocket flights may be

necessary to test components and experiments and to conduct correlated experiments.

3. It is intended that this project proceed by mutual agreement between DRB and NASA.

(a) The body responsible for implementing the agreed program will be a Joint (DRB/NASA) Working Group. The Chairman of the Working Group will be appointed by NASA and will have overall responsibility for the success of the project. It is intended that other parties sharing in data acquisition and reduction or participating as supporting experimenters may, as appropriate, attend meetings of the Joint Working Group.

(b) DRB and NASA will name project managers to serve as contacts for technical coordination.

(c) It is the desire of DRB and NASA to give other investigators the opportunity to compete for the space assigned to supporting experiments. Accordingly, DRB will solicit proposals in Canada, and NASA will solicit them in the United States and other countries in conformance with its current practices. When the proposals have been received, DRB and NASA will exchange them so that each agency can review and evaluate all proposals. A Joint DRB/NASA panel will make the final selections. In case of disagreement, the issues in question will be resolved by the Chief Scientist, DRB, and the Associate Administrator for Space Science and Applications, NASA, or their delegated representatives. In general, responsibility for seeing that the supporting experiments are fabricated, tested, and followed through to countdown will rest with the national agency sponsoring the experiment.

4. DRB will have specific responsibility for the following:

(a) Designing, constructing, and testing the several spacecraft, their subsystems, and the topside sounders, except as noted in paragraph 5(d) and 5(e), and integrating supporting experiments into the spacecraft. The spacecraft will be designed to be compatible with the Delta vehicle.

(b) Providing payloads for such sounding rocket tests of spacecraft components, sounders, new experiments, and agreed correlated rocket experiments as are recommended by the Joint Working Group and are approved by DRB and NASA.

(c) Controlling the satellites in accord with schedules approved by the Joint Working Group.

(d) Operating at least one telemetry station in Canada capable of supplying information on spacecraft operation.

5. NASA will have specific responsibility for the following:

(a) Providing four launch vehicles with at least the capability of the Delta, payload support hardware and separation mechanisms, and integration of payloads and launch vehicles.

(b) Launching the spacecraft into the agreed orbits.

(c) Providing and launching up to five sounding rockets no larger than the Javelin/Journeyman class for such tests of spacecraft components, sounders, new experiments, and agreed correlated experiments as are recommended by the Joint Working Group and are approved by DRB and NASA.

(d) Providing spacecraft power, command, and telemetry subsystems which DRB and NASA agree cannot feasibly be manufactured in or procured by Canada.

(e) Establishing specifications and providing facilities for final spacecraft environmental and flight acceptance tests.

(f) Providing tracking and data acquisition which can be accomplished by existing NASA facilities.

6. Data processing and reduction will be a joint responsibility of the agencies participating in the program and will be shared among them by mutual agreement.

7. DRB and NASA intend that processed data be distributed expeditiously among the participating investigators, who will define their current areas of interest, meet regularly to keep each other informed of their progress and problems, make recommendations for the conduct of the program, and publish results. DRB and NASA may invite other interested parties to their meetings and authorize the distribution of reduced data to other investigators who can make useful contributions. No longer than one year after the data has been obtained, it will be made available to the scientific community through the World Data Centers. Specifically, a complete set of world ionograms and a tabulation of data from supporting experiments will be placed in the World Data Center at Boulder, Colorado; other World Data Centers will receive a catalogue of all available data.

8. DRB and NASA agree to grant each other royalty free licenses to use inventions which are necessary to carry out their respective responsibilities under this program to the extent that their respective Governments own or have the right to grant such licenses.

9. DRB and NASA will use their best efforts to arrange with their respective authorities for free entry of equipment into each country as required by the program.

10. DRB and NASA will each bear the cost of discharging its respective responsibilities including the cost of travel by its personnel and transportation charges on all equipment for which it is responsible.

11. It is understood that the ability of both DRB and NASA to carry their obligations into effect is subject to the availability of appropriated funds.

12. This Memorandum of Understanding may only be terminated prior to 1970 by mutual agreement.

13. This Memorandum of Understanding will be subject to the approval of the Governments of the United States and Canada to be expressed by an exchange of notes between them.

A. HARTLEY ZIMMERMAN
For the Defence Research Board

HUGH L DRYDEN
For the National Aeronautics and Space Administration

Dec 23, 1963.
Date

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

DEPARTMENT OF
EXTERNAL AFFAIRS
CANADA

No. 72

OTTAWA, *May 6, 1964.*

EXCELLENCY,

I have the honour to refer to your Note No. 324 of May 6, 1964, with its attached Memorandum of Understanding between the Canadian Defence Research Board and the United States National Aeronautics and Space Administration, regarding co-operation in a joint programme of ionospheric research by means of satellites.

The Canadian Government approves the Memorandum of Understanding and it therefore concurs in your proposal that your Note and the attached Memorandum of Understanding together with this reply, shall constitute an Agreement between the Government of Canada and the Government of the United States for co-operation in a joint programme of ionospheric research by means of satellites, to be effective from the date of this reply. This Agreement may be terminated by Agreement between the two governments prior to 1970, and thereafter by either party upon six months notice.

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

PAUL MARTIN
Secretary of State for External Affairs.

His Excellency W. WALTON BUTTERWORTH,
Ambassador of the United States of America,
100 Wellington Street,
Ottawa.

NORWAY

Maritime Matters: Use of Norwegian Ports and Territorial Waters by the N.S. *Savannah*

Agreement signed at Oslo March 1, 1963;
Entered into force May 8, 1964.

AGREEMENT
between
the Government of
the United States of America
and
the Government of Norway
on the use of Norwegian ports and
territorial waters by the N.S. Savannah.

The Governments of the United States of America and of Norway, having a mutual interest in the peaceful uses of atomic energy, including its application to the merchant marine, have agreed as follows:

Entry of the N.S. Savannah
into Ports and Territorial Waters
of Norway.

Article I.

Entry of the N.S. Savannah, which initially will be operated by the United States Government for a public purpose, into Norwegian ports and territorial waters and the use thereof shall be subject to the prior approval of the Government of Norway.

Article II.

Except as otherwise provided in this Agreement, the visits of the N.S. Savannah (hereafter designated as the "Ship") to Norwegian ports shall be governed by the principles and procedures set forth in Chapter VIII of the Safety of Life at Sea Convention of 1960 [1] and

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[1] Done at London June 17, 1960. Will enter into force May 26, 1965. For text see S. Ex. Doc. K, 87th Cong., 1st sess., pp. 370, 444.

Annex C to the Convention,[1] being the Recommendations Applicable to Nuclear Ships.

Article III.

The Government of Norway shall determine the port or ports to be visited and will designate the Authorities responsible for acceptance arrangements and for special control under Regulation 11 of Chapter VIII of the Safety of Life at Sea Convention.

Safety Assessment.

Article IV.

(a) To enable the Government of Norway to consider the grant of approval for entry and use of Norwegian ports and territorial waters by the Ship, the Government of the United States shall provide a Safety Assessment prepared in accordance with Regulation 7 of Chapter VIII of the Safety of Life at Sea Convention of 1960 and in accordance with Recommendation 9 of Annex C of that Convention.

(b) As soon as practicable after receipt of the Safety Assessment, the Government of Norway shall notify the Government of the United States that the Ship can be operated in specified ports and territorial waters of Norway in accordance with this Agreement and the mutually agreed to Safety Assessment and on such further conditions as might be agreed.

Port Arrangements.

Article V.

(a) The Government of Norway shall make arrangements with the appropriate local Authorities for entrance of the Ship into Norwegian ports and the use thereof.

(b) Appropriate Norwegian Authorities shall be responsible for fire and police protection, crowd control and the general preparation of the harbour with respect to the acceptance of the Ship.

(c) Control of public access to the Ship shall be the responsibility of the Master of the Ship. Special arrangements relating to such control shall be developed by the Master with the concurrence of designated Authorities of the Government of Norway.

(d) The Master shall comply with local regulations as far as those regulations are not contrary to the Safety Assessment (Operating Manual) provided to the Norwegian Authorities in accordance with Article IV of this Agreement, and shall also comply with orders given by local Authorities so long as those orders in the opinion of the Master do not adversely affect the operating safety of the nuclear plant. In case he does not comply with those regulations and orders, the Master

[1] Should read "Annex C to the Final Act of the International Conference on Safety of Life at Sea, 1960."

shall immediately inform the designated governmental Norwegian Authorities about his decision.

Inspection.

Article VI.

While the Ship is within Norwegian waters, the designated Authorities shall have reasonable inspection access to the Ship and its operating records and program data for purposes of determining whether the Ship has been operating in accordance with the operating manual of the Ship.

Radioactive waste.

Article VII.

The Government of the United States shall ensure that no disposal of radioactive liquid or solid wastes or accumulated gaseous wastes shall take place from the Ship while she is within the territorial waters of Norway without the specific prior approval of the designated Authorities of the Government of Norway. Disposal of gaseous wastes shall not exceed the limits mentioned and specified in the operating manual of the Ship.

Maintenance and servicing.

Article VIII.

The use of contractors for maintenance, repair and servicing of the nuclear equipment on the Ship in Norwegian waters shall be restricted to those contractors having the approval of appropriate Norwegian Authorities for the rendering of such services. The appropriate Authorities are to be notified of any maintenance, repair and servicing which are to be carried out in Norwegian ports and territorial waters. Repairs which will prolong the stay of the Ship in the port must be mutually agreed to with the appropriate Authorities.

Casualties.

Article IX.

A report, such as is required by Chapter VIII, Regulation 12 of the Safety of Life at Sea Convention of 1960, shall be made to the designated Authorities by the Master of the Ship in the event of any accident likely to lead to an environmental hazard while the Ship is in or is approaching the territorial waters of Norway.

Article X.

(a) The Government of the United States agrees that in any legal action or proceeding brought, in personam, against the United States,

in a Norwegian court of competent jurisdiction, on account of any nuclear incident caused by the Ship in a Norwegian port or where damage arising out of or resulting from a nuclear incident caused by the Ship is sustained in Norway, the United States will not interpose any available defence of sovereign immunity but will submit to the jurisdiction of such court and will pay judgments of such court to the extent of an aggregate maximum liability for a single nuclear incident of $500 million, as defined in Article XI, and, in such event, the United States will not seek to invoke the provisions of the Norwegian law, or any other law, relating to the limitation of shipowner's liability. It is understood that the United States with regard to possible liabilities in excess of such aggregate maximum amount reserves the right to claim any immunity to which it may be entitled. In the event of law suits brought before courts of competent jurisdiction of the United States, the United States will not invoke any provision in any United States law, or any other law, relating to the limitation of shipowner's liability except the limitations defined in Article XI.

(b) Nothing in this Agreement shall be construed to entail any assumption of liability or financial obligation on the part of the Government of Norway. It is understood that the Government of Norway reserves its right, as an alternative to proceeding with the settlement of claims under paragraph (a) of this Article or in the event a nuclear incident involves questions as to the distribution of the aggregate maximum amount, to negotiate with the United States on behalf of Norwegian citizens or other persons resident in Norway at the time of the incident and who sustain damage as a result thereof, or on behalf of their heirs, with a view to receiving a total sum of compensation for damages for allotment to such persons by the Government of Norway. In such negotiation, the question of liability and the amount of compensation shall be subject to the mutual agreement of the two Governments in accordance with general principles of international law.

Article XI.

The Government of the United States represents that there is an agreement in effect between the United States Atomic Energy Commission and the United States Maritime Administration whereunder the Atomic Energy Commission, acting upon the authority of Section 170 of the Atomic Energy Act of 1954 [1] (Public Law 83-703), [2] as amended by Public Law 85-256 and Public Law 85-602, has agreed to indemnify the United States Maritime Administration and other persons indemnified against claims for public liability arising from a nuclear incident in connection with the design, development, construction, operation, repair, maintenance or use of the Ship in the amount of $500 million including the reasonable costs of investigating and

[1] 71 Stat. 576, 72 Stat. 525; 42 U.S.C. § 2210(a)-(*l*).
[2] 68 Stat. 919; 42 U.S.C. § 2011 note.

settling claims and defending suits for damage. This sum represents the maximum amount for which the United States will be liable for a single nuclear incident involving the Ship in conformity with Article X. The terms "person indemnified", "public liability" and "nuclear incident" have the same meaning herein as in the definitions of those terms as found in Section 11 of the Atomic Energy Act of 1954, as amended (U.S. Code, Title 42, Section 2014).

Article XII.

If the above indemnification of the United States Maritime Administration should for any reason terminate, the United States agrees that it will not cause or permit the entry of the Ship into any Norwegian port unless there shall be in effect either (1) an agreement of indemnification entered into by the United States Atomic Energy Commission under the authority of Section 170 of the Atomic Energy Act of 1954, as amended, and affording a no less favourable measure of indemnification to that described above; or (2) an agreement of indemnification in some form acceptable to the Government of Norway.

Entry into force and termination.

Article XIII.

This Agreement shall enter into force upon the exchange of notes to that effect. [1]

Either Government may terminate the Agreement by giving no less than 180 days notice to the other.

The termination of this Agreement shall not, however, in any way affect the validity or applicability of the provisions in Articles X, XI and XII as to any questions arising out of any incident which may have occurred before the termination takes effect.

In witness whereof the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

Done in duplicate at Oslo this first day of March 1963.

For the Government of the United States of America	For the Government of Norway
CLIFTON R. WHARTON	HALVARD LANGE
[SEAL]	[SEAL]

[1] May 8, 1964.

AUSTRIA

Austrian Property, Rights and Interests

Agreement signed at Washington January 30, 1959;
Ratification advised by the Senate of the United States of America February 25, 1964;
Ratified by the President of the United States of America March 4, 1964;
Ratified by Austria May 12, 1964;
Ratifications exchanged at Vienna May 19, 1964;
Proclaimed by the President of the United States of America May 26, 1964;
Entered into force May 19, 1964.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS an agreement between the United States of America and the Republic of Austria regarding the return of Austrian property, rights and interests was signed at Washington on January 30, 1959;

WHEREAS the original of the aforesaid agreement and the schedule thereto, in the English and German languages, and the original of the annex thereto, in the English language, are word for word as follows:

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND
THE REPUBLIC OF AUSTRIA
REGARDING THE RETURN OF AUSTRIAN PROPERTY,
RIGHTS AND INTERESTS

The United States of America and the Republic of Austria, in accordance with the provisions of paragraph 1 of Article 27 (Austrian Property in the Territory of the Allied and Associated Powers) of the State Treaty for the Re-establishment of an Independent and Democratic Austria, which was signed at Vienna on May 15, 1955,[1] have agreed as follows:

ARTICLE I

1) The property listed in the schedule to this agreement constitutes a complete list of property, rights and interests as they now exist in the United States, and of the proceeds arising out of the liquidation, disposal or realization of such property, rights and interests, determined to be Austrian within the meaning of paragraph 1 of Article 27 of the Austrian State Treaty and which have not yet been returned.

[1] TIAS 3298; 6 UST 2369.

2) The United States agrees to return, through such officer or agency as may be designated by the President of the United States, such property, rights, interests and proceeds to the claimants listed in the schedule, or to their successors in interest by inheritance, devise, bequest or operation of law, within six months of the effective date of this agreement, subject to the provisions of Article V hereof and to the requirements regarding fees of agents, attorneys, or representatives contained in Section 20 of the Appendix to Title 50 of the United States Code, as set forth in the Annex hereto.

ARTICLE II

The Government of Austria declares that no claimant to property listed on the attached schedule was convicted of war crimes personally and by name by a court of competent jurisdiction.

ARTICLE III

The Government of Austria agrees that upon the return of the property listed on the attached schedule the United States shall be deemed to have complied in full with the provisions of paragraph 1 of Article 27 of the aforementioned State Treaty, provided, however, that should additional property, rights and interests, or the proceeds thereof, be determined by the Governments of the United States and Austria within one year from the effective date of the agreement to be Austrian and not claimed by persons who were convicted of war crimes personally and by name by a court of competent jurisdiction, the Government of the United States will return such property within six months of such final determination, subject to the provisions of Article V hereof and to

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the requirements regarding fees of agents, attorneys, or representatives contained in Section 20 of the Appendix to Title 50 of the United States Code, as set forth in the Annex hereto.

ARTICLE IV

Nothing in this agreement shall be deemed to affect any rights which any person not listed in the attached schedule may have under United States law.

ARTICLE V

The return of property, rights and interests by the United States under this agreement shall be subject to deductions for accrued taxes, expenses of administration, creditor claims and other like charges and shall be made as far as possible subject to the rights, obligations and procedures with respect to returns contained in Section 32(a)(4), (b), (c), (d), (e), and (f), Section 34, and Section 36 of the Appendix to Title 50 of the United States Code, as set forth in the Annex to this agreement.

ARTICLE VI

The Government of Austria agrees to save harmless the Government of the United States from any responsibility and liability for acts performed by or on behalf of the United States in fulfillment of the provisions of this agreement.

ARTICLE VII

This agreement shall be ratified and the instruments of ratification shall be exchanged at Vienna as soon as possible. The agreement shall come into force upon exchange of ratifications.

A B K O M M E N
ZWISCHEN DEN VEREINIGTEN STAATEN VON AMERIKA
UND
DER REPUBLIK OESTERREICH
UEBER DIE RUECKGABE VON VERMOEGENSCHAFTEN,
RECHTEN UND INTERESSEN

Die Vereinigten Staaten von Amerika und die Republik Oesterreich sind in Uebereinstimmung mit den Bestimmungen des Artikels 27, Absatz 1 (oesterreichisches Vermoegen im Gebiete der Alliierten und Assoziierten Maechte) des Staatsvertrages betreffend die Wiederherstellung eines unabhaengigen und demokratischen Oesterreich, der am 15. Mai 1955 in Wien unterzeichnet wurde, uebereingekommen wie folgt:

ARTIKEL I

1) Die Vermoegenswerte, die in der diesem Abkommen beigeschlossenen Liste angefuehrt sind, stellen ein vollstaendiges Verzeichnis der Vermoegenschaften, Rechte und Interessen dar, wie sie sich derzeit in den Vereinigten Staaten vorfinden, sowie der Erloese, die sich aus der Liquidierung, Verwendung oder Ver-

wertung solcher Vermoegenschaften, Rechte und Interessen ergeben haben, soweit diese Vermoegenswerte im Sinne des Artikels 27, Absatz 1 des oesterreichischen Staatsvertrages als oesterreichisch festgestellt und noch nicht zurueckgegeben worden sind.

2) Die Vereinigten Staaten erklaeren sich bereit, innerhalb von 6 Monaten nach Inkrafttreten dieses Abkommens die Rueckgabe solcher Vermoegenschaften, Rechte, Interessen und Erloese an die in der Liste genannten Anspruchswerber oder an deren durch Erbschaft, Vermaechtnis oder Gesetz bestimmte Rechtsnachfolger zu vollziehen, und zwar durch einen Funktionaer oder eine Behoerde, die vom Praesidenten der Vereinigten Staaten zu bezeichnen sind, und dies gemaess der in Artikel V des vorliegenden Abkommens getroffenen Regelung und gemaess den Bestimmungen betreffend Gebuehren von Bevollmaechtigten, Rechtsanwaelten und Vertretern nach Paragraph 20 des Anhangs zu Titel 50 des United States Code, wie sie in dem Annex zu dem vorliegenden Abkommen wiedergegeben sind.

ARTIKEL II

Die oesterreichische Regierung erklaert, dass in der angeschlossenen Liste kein Anspruchswerber verzeichnet ist, der wegen Kriegsverbrechen persoenlich und namentlich durch ein zustaendiges Gericht verurteilt wurde.

ARTIKEL III

Die oesterreichische Regierung ist damit einverstanden, dass nach der Rueckgabe der in der beigeschlossenen Liste angefuehrten Vermoegenswerte die Bestimmungen des Artikels 27, Absatz 1 des vorerwaehnten Staatsvertrages durch die Vereinigten Staaten als zur Gaenze erfuellt gelten, jedoch mit der Massgabe, dass, falls

innerhalb eines Jahres nach Inkrafttreten dieses Abkommens zusaetzliche Vermoegenschaften, Rechte und Interessen oder Erloese aus solchen von den Regierungen der Vereinigten Staaten und Oesterreichs als oesterreichisch festgestellt werden und deren Anspruchswerber nicht persoenlich und namentlich wegen Kriegsverbrechen durch ein zustaendiges Gericht verurteilt worden sind, die Regierung der Vereinigten Staaten diese Vermoegenswerte innerhalb von 6 Monaten nach einer solchen endgueltigen Feststellung zurueckgeben wird gemaess der in Artikel V des vorliegenden Abkommens getroffenen Regelung und gemaess den Bestimmungen betreffend Gebuehren von Bevollmaechtigten, Rechtsanwaelten und Vertretern nach Paragraph 20 des Anhangs zu Titel 50 des United States Code, wie sie in dem Annex zu dem vorliegenden Abkommen wiedergegeben sind.

ARTIKEL IV

Nichts in diesem Abkommen ist dahingehend auszulegen, dass hiedurch irgendwelche Rechte, die einer in der beigeschlossenen Liste nicht verzeichneten Person nach amerikanischem Recht zustehen, beruehrt werden.

ARTIKEL V

Die Rueckgabe von Vermoegenschaften, Rechten und Interessen durch die Vereinigten Staaten auf Grund dieses Abkommens erfolgt abzueglich der aufgelaufenen Gebuehren, Verwaltungsausgaben, Glaeubigerforderungen und anderen aehnlichen Lasten, und soll moeglichst unter Beruecksichtigung der Rechte, Pflichten und Verfahren betreffend Rueckerstattungen nach den Paragraphen 32(a)(4), (b), (c), (d), (e) und (f), 34 und 36 des Anhangs zu Titel 50

des United States Code, wie sie in dem Annex zu dem vorliegenden Abkommen wiedergegeben sind, geschehen.

ARTIKEL VI

Die oesterreichische Regierung stimmt zu, die Regierung der Vereinigten Staaten schadlos zu halten von jeder Verantwortlichkeit und Verbindlichkeit fuer Handlungen, die durch oder im Namen der Vereinigten Staaten in Erfuellung der Bestimmungen dieses Abkommens gesetzt werden.

ARTIKEL VII

Dieses Abkommen wird ratifiziert und die Ratifikationsurkunden werden sobald als moeglich in Wien ausgetauscht. Das Abkommen tritt mit dem Austausch der Ratifikationsurkunden in Kraft.

IN WITNESS WHEREOF, the undersigned representatives duly authorized thereto by their respective governments have signed this Agreement.

DONE at Washington, in duplicate, in the English and German languages, both texts being equally authentic, this thirtieth day of January, 1959.

ZU URKUND DESSEN haben die unterfertigten, von ihren Regierungen hierzu ordnungsgemaess bevollmaechtigten Vertreter dieses Abkommen unterzeichnet.

GESCHEHEN zu Washington, am dreissigsten Tage des Monats Januar 1959 in zweifacher Ausfertigung je in englischer und deutscher Sprache, wobei beide Texte gleich massgebend sind.

FOR THE UNITED STATES OF AMERICA:
FUER DIE VEREINIGTEN STAATEN VON AMERIKA:

[SEAL] [1]

FOR THE REPUBLIC OF AUSTRIA:
FUER DIE REPUBLIK OESTERREICH:

[SEAL] Wilfried Platzer. [2]

[1] John Foster Dulles.
[2] Wilfried Platzer.

SCHEDULE 1/

Office of Alien Property Claim No.	Austrian Interests	Description of Property
4.223 and 43.937	Salesianer, Don Bosco	$ 36,108.13
5.277	Wucherer, Otto a/k/a Otto Wucherer-Huldenfeld	$ 23,043.96 and interest in a trust under the last will and testament of Sarah Maria Price, deceased.
6.822	Frank, Carl Friedrich	$ 25,000.00
11.781	Danzer, Anna	$ 486.12
12.942	Heise, Eva	$ 5,341.47
13.845	Margl, Josefa a/k/a Josefine	$ 1,154.78
	Lisec, Anna a/k/a Anna Lisetz	$ 1,154.78
15.656	Riesenhuber, Anna, as heir of Johann Reichel	$ 251.15
	Holzmayer, Josef	$ 251.15
28.558	Duerrigl, Karl	$ 100.00
30.079	Pfingstl, Hilda	$ 350.90
30.977	Stoeri, Ernst Josef	$ 1,831.84
33.811	Mikulitsch, Johann	$ 438.09
33.812	Masek, Maria a/k/a Marie Maschek	$ 109.52
	Kratochwil, Franz	$ 109.52
36.370	William Kohler, Albert E. Arent and Fidelity Philadelphia Trust Company, substituted trustees under Declaration of Trust of Dr. Otto Rohm dated May 20, 1926 as amended.	Interest of Marianne Thun-Hohenstein under the Declaration of Trust of Dr. Otto Rohm dated May 20, 1926 as amended involving a corpus in the amount of $ 4,025,425.33
36.390	Czernin, Wolfgang	$ 9,863.17
36.768	Churfuerst, Sophie	$ 1,000.00

Office of Alien Property Claim No.	Austrian Interests	Description of Property
36.779	Schilling, Hugo Wedl, Rosalia Worel, Rosa Kreuzbauer, Brigitta Fuerst, Anna Maria	$ 1,287.43 $ 1,222.83 $ 965.58 $ 122.97 $ 122.97
36.893	Woseczek, August a/k/a August Woseszek	$ 110.31
37.087	Schaefer, Wilhelm 2/	$ 15,536.62
37.788	Teuber, Oskar	$ 1,126,093.76; bonds and stock; interest in certain real property in Philadelphia, Pennsylvania; mortgage; interests in improved and unimproved real estate, including mineral rights in various counties in Pennsylvania; interest in a trust under the last will and testament of Brinton Coxe, deceased.
37.806	Woseczek, Ernst	$ 110.31
37.868	Seblatnigg, Hubert	$ 1,639.04
39.409	Seedorf, Margarete a/k/a Margarete Seedorf-Oberhauser	$ 16,992.30 and life interest in the estate of Henry W. T. Steinway, deceased.
40.089	Exner, Mathilde a/k/a Adele Exner	$ 349.20
40.652	Fink, Franz Fink, Hermann	$ 1,023.46 $ 1,023.46
41.127	Petz, Anton	$ 6,632.74
41.128	Payr, Elsa	$ 495.25
41.136	Stuetz, Ludwig	$ 108.96
41.207	Weisenboeck, Magdalena a/k/a Marie Weissenboeck	$ 483.96
41.210	Lawitschka, Mathilde Gruber, Maria	$ 335.26 $ 335.26

Office of Alien Property Claim No.	Austrian Interests	Description of Property
41.257	Gruda, Emanuel	Right, title, and interest in the estate of Joseph a/k/a Josef Gruda, deceased.
41.258	Hubatsch, Hubert, individually and as natural guardian of Hannelore and Erhard Hubatsch	Right, title, and interest in the estate of Joseph a/k/a Josef Gruda, deceased.
41.259	Jauernig, Maria	Right, title, and interest in the estate of Joseph a/k/a Josef Gruda, deceased.
41.283	Krobot, Frank Jr.	$ 184.58
41.349	Tiroler Glasmalerei and Mosaikanstalt	$ 5,784.86
41.714	Hillebrand, Wilhelm	$ 220.65
41.918	Dietlen, Otto	$ 10,000.00
41.973	Juran, Anna, as natural guardian of Karl Juran	$ 442.68
42.063 and 43.013	Stuetz, Alois	$ 1,228.24
42.071	Goertz, Helmut	$ 317.58
42.074	Rindler, Barbara	$ 871.88
42.336	Marischka, Carl	Patents Nos. 1,985,441 and 2,183,301
42.363	Erhard, Elizabeth	$ 45,734.98
42.428	Lebersorger, Johanna	$ 340.50
42.524 and 42.930	Selner, Anton	$ 250.00
42.556	Winkelmayer, Elisabeth	Undivided interest in vested property of the firm of George Hauck & Sohn
42.607	Preuschen, Ernst Lentz, Marie a/k/a Maria von Lentz	$ 2,862.20 $ 2,862.20

Office of Alien Property Claim No.	Austrian Interests	Description of Property
42.609	Dittrich, Maria	$ 1,395.44
42.684	Larisch, Maria Luise	$ 21,914.78
42.773	Schleifer, Franz	$ 342.64
42.790	Hertz, Walter	$ 2,279.75
42.850	Sakrausky, Otto	$ 38,290.00 plus interest in estate of Mary Martha Taylor and interest in estate of Harlan B. Tibbetts.
42.889	Rozsenich, Johanna a/k/a Johanna Rosenich	$ 274.34
43.952	Gstach, Franz Zwerger, Isabella	$ 219.91 $ 219.91
44.722	Frey-Trauer, Maria a/k/a Mimi	$ 2,034.32
44.785	Hardt, Thea	Fractional interest in two bonds
44.904	Strixner, Marie a/k/a Mizzi Hermann	$ 342.64
44.961	Reinhardt, Walter	$ 49.26 and 1/4 interest in 11 copyrights
44.983	Willibald Kastner, Guardian of Hedwig Koeroesszegi	$ 442.81
44.999	Slaby, Antonia	$ 2,200.04
45.000	Pauer, Hedwig Kohm, Gertrude, born Pauer Pauer, Christine	$ 20.76 $ 31.14 $ 31.14
45.019	Rindler, Cyprian	$ 871.88
46.335	Huber, Georg	$ 727.73
56.638	Rotter, Friedrich	3 Yugoslav Government bonds

Office of Alien Property Claim No.	Austrian Interests	Description of Property
58.127	Wagner, Elisabeth, born Lotterhofer	$ 1,267.94
58.429	Ullrich, Rudolf	2 Saxon Public Works, Dresden--Gold loan bonds
58.789	Winkler, Leopold	$ 9,313.67
58.791	Wernert, Emma, individually and as guardian of Franz a/k/a Frank Wernert	$ 1,272.58
59.004	Lewandowski, Hilde a/k/a Hildegard	$ 1,864.46
59.412	Seewann, Theodor and Edith	$ 256.17
59.647	Graf, Ernst	$ 161.16
59.739	Stosius, Othmar	$ 290.00
59.836	Seherr-Thoss, Hermann	$ 50,295.76 and life interest in trust dated Feb. 29, 1932 between Margaret Muriel Seherr-Thoss, grantor, and Lewis Spencer Morris and Charles S. McVeigh Trustees.
60.939	Frauendorfer, Sigmund	$ 1,011.06
61.386	Hoedl, Maria Doderer, Irene	$ 463.25 $ 463.25
61.789	Mayr, Franz Xaver	German bonds
61.972	Uibeleisen, Norman Juon	$ 45,020.17, stock and bonds
62.364	Strongfort, Lionel	$ 3,136.25 and a certificate of deposit
62.732	Blaschke, Margarethe, as administratrix of the estate of Maria Rygl, deceased	$ 180.12
63.114	Singer, Vinzenz a/k/a Karl Franz Stefan Vinzenz	$ 1,242.71

Office of Alien Property Claim No.	Austrian Interests	Description of Property
63.127	Wressig, Anna Maria	$ 607.45
63.385	Dirscherl, Johanna widowed Hassenburger	$ 422.41
63.459	Geiger, Wolfgang	$ 215.29
66.626	Weissenberg, Gustav	$ 217.75
66.729	Raith, Maria	$ 215.28
66.765	Valcic, Eleonore 2/	$ 3,791.83
66.910	Lechner, Lore Elisabeth	$ 2,392.73
66.913	Foerster, Eleonore	$ 439.85
66.914	Sweceny, Heidi	$ 439.85
66.915	Schindelmaiser, Gerda	$ 1,000.00
66.916	Schindelmaiser, Bruno and Gerda	$ 250.00
66.917	Endisch, Helga	$ 250.00
66.918	Schinzel, Ludwig Klasternigg, Hermine	$ 6,612.09 $ 6,612.09

1/ All amounts listed are gross and subject to any increase or decrease resulting from the administration thereof prior to return, or to elimination from the schedule in the event that payment is made prior to ratification of the Agreement, and to the deductions specified in Article V of the Agreement.

2/ This property will be held in trust by the Government of Austria for the claimant until such time as the claimant, or any successor in interest to the claimant by inheritance, devise or bequest, has established his principal dwelling place in the Republic of Austria.

LISTE 1/

Verwaltungsstelle fuer Fremdvermoegen Anspruch Nr.	Oesterreichische Anspruchswerber	Beschreibung der Vermoegenschaft
4.223 und 43.937	Salesianer, Don Bosco	$ 36.108.13
5.277	Wucherer, Otto - auch genannt Otto Wucherer-Huldenfeld	$ 23.043.96 sowie ein Anteil an einem von der Erblasserin Sarah Maria Price testamentarisch errichteten Treuhandvermoegen
6.822	Frank, Carl Friedrich	$ 25.000.00
11.781	Danzer, Anna	$ 486.12
12.942	Heise, Eva	$ 5.341.47
13.845	Margl, Josefa - auch genannt Josefine	$ 1.154.78
	Liseč, Anna - auch genannt Anna Lisetz	$ 1.154.78
15.656	Riesenhuber, Anna, als Erbin des Johann Reichel	$ 251.15
	Holzmayer, Josef	$ 251.15
28.558	Duerrigl, Karl	$ 100.00
30.079	Pfingstl, Hilda	$ 350.90
30.977	Stoeri, Ernst Josef	$ 1.831.84
33.811	Mikulitsch, Johann	$ 438.09
33.812	Masek, Maria - auch genannt Marie Maschek	$ 109.52
	Kratochwil, Franz	$ 109.52
36.370	William Kohler, Albert E. Arent und Fidelity Philadelphia Trust Company, als substituierte Treuhaender, gemaess der Stiftungserklaerung des Dr. Otto Rohm vom 20.Mai 1926 und Zusaetze	Anteil der Marianne Thun-Hohenstein gemaess der Stiftungserklaerung von Dr. Otto Rohm, vom 20.Mai 1926 und Zusaetze, betreffs einer Nachlassmasse von $ 4,025.425.33
36.390	Czernin, Wolfgang	$ 9.863.17
36.768	Churfuerst, Sophie	$ 1.000.00

Verwaltungsstelle fuer Fremdvermoegen Anspruch Nr.	Oesterreichische Anspruchswerber	Beschreibung der Vermoegenschaft
36.779	Schilling, Hugo	$ 1.287.43
	Wedl, Rosalia	$ 1.222.83
	Worel, Rosa	$ 965.58
	Kreuzbauer, Brigitta	$ 122.97
	Fuerst, Anna Maria	$ 122.97
36.893	Woseczek, August - auch genannt August Woseszek	$ 110.31
37.087	Schaefer, Wilhelm 2/	$ 15.536.62
37.788	Teuber, Oskar	$ 1,126.093.76 Obligationen und Aktien; Anteile an gewissen Grundstuecken in Philadelphia, Pennsylvania; eine Hypothek; Anteile an bebauten und unbebauten Grundstuecken, einschliesslich Schuerfrechte, in verschiedenen Grafschaften in Pennsylvanien, sowie Anteil an einem vom Erblasser Brinton Coxe testamentarisch errichteten Treuhandvermoegen.
37.806	Woseczek, Ernst	$ 110.31
37.868	Seblatnigg, Hubert	$ 1.639.04
39.409	Seedorf, Margarete - auch genannt Margarete Seedorf-Oberhauser	$ 16.992.30 und lebenslaenglicher Anteil an dem Fruchtgenuss an der Verlassenschaft nach Henry W.T. Steinway
40.089	Exner, Mathilde - auch genannt Adele Exner	$ 349.20
40.652	Fink, Franz	$ 1.023.46
	Fink, Hermann	$ 1.023.46
41.127	Petz, Anton	$ 6.632.74
41.128	Payr, Elsa	$ 495.25
41.136	Stuetz, Ludwig	$ 108.96
41.207	Weisenboeck, Magdalena - auch genannt Marie Weissenboeck	$ 483.96

Verwaltungsstelle fuer Fremdvermoegen Anspruch Nr.	Oesterreichische Anspruchswerber	Beschreibung der Vermoegenschaft
41.210	Lawitschka, Mathilde Gruber, Maria	$ 335.26 $ 335.26
41.257	Gruda, Emanuel	Rechte, Rechtstitel und Anteil an der Verlassenschaft nach Joseph, auch genannt Josef Gruda.
41.258	Hubatsch, Hubert, persoenlich und als natuerlicher Vormund von Hannelore und Erhard Hubatsch	- dto -
41.259	Jauernig, Maria	- dto -
41.283	Krobot, Frank Jr.	$ 184.58
41.349	Tiroler Glasmalerei und Mosaikanstalt	$ 5.784.86
41.714	Hillebrand, Wilhelm	$ 220.65
41.918	Dietlen, Otto	$ 10.000.00
41.973	Juran, Anna - als natuerlicher Vormund von Karl Juran	$ 442.68
42.063 und 43.013	Stuetz, Alois	$ 1.228.24
42.071	Goertz, Helmut	$ 317.58
42.074	Rindler, Barbara	$ 871.88
42.336	Marischka, Carl	Patente Nr. 1,985.441 und 2,183.301
42.363	Erhard, Elisabeth	$ 45.734.98
42.428	Lebersorger, Johanna	$ 340.50
42.524 und 42.930	Selner, Anton	$ 250.00
42.556	Winkelmayer, Elisabeth	Ungeteiltes Anrecht am beschlagnahmten Vermoegen der Fa. Georg Hauck & Sohn

Verwaltungsstelle fuer Fremdvermoegen Anspruch Nr.	Oesterreichische Anspruchswerber	Beschreibung der Vermoegenschaft
42.607	Preuschen, Ernst Lentz, Marie - auch genannt Maria von Lentz	$ 2.862.20 $ 2.862.20
42.609	Dittrich, Maria	$ 1.395.44
42.684	Larisch, Maria Luise	$ 21.914.78
42.773	Schleifer, Franz	$ 342.64
42.790	Hertz, Walter	$ 2.279.75
42.850	Sakrausky, Otto	$ 38.290.00 zuzueglich Anteil an der Verlassenschaft nach Mary Martha Taylor und Anteil an der Verlassenschaft nach Harlan B. Tibbetts.
42.889	Rozsenich, Johanna - auch genannt Johanna Rosenich	$ 274.34
43.952	Gstach, Franz Zwerger, Isabella	$ 219.91 $ 219.91
44.722	Frey-Trauer, Maria - auch genannt Mimi	$ 2.034.32
44.785	Hardt, Thea	Bruchanteil an zwei Obligationen
44.904	Strixner, Marie - auch genannt Mizzi Hermann	$ 342.64
44.961	Reinhardt, Walter	$ 49.26 und ein Viertelanteil an 11 Urheberrechten
44.983	Willibald Kastner, Vormund von Hedwig Koeroesszegi	$ 442.81
44.999	Slaby, Antonia	$ 2.200.04
45.000	Pauer, Hedwig Kohm, Gertrude - geb. Pauer Pauer, Christine	$ 20.76 $ 31.14 $ 31.14
45.019	Rindler, Cyprian	$ 871.88

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Verwaltungsstelle fuer Fremdvermoegen Anspruch Nr.	Oesterreichische Anspruchswerber	Beschreibung der Vermoegenschaft
46.335	Huber, Georg	$ 727.73
56.638	Rotter, Friedrich	3 jugoslawische Regierungs-Obligationen
58.127	Wagner, Elisabeth - geb. Lotterhofer	$ 1.267.94
58.429	Ullrich, Rudolf	2 Saechsische Werke Dresden, Goldanleihe-Obligationen
58.789	Winkler, Leopold	$ 9.313.67
58.791	Wernert, Emma - persoenlich und als Vormund von Franz - auch Frank - Wernert	$ 1.272.58
59.004	Lewandowski, Hilde - auch Hildegard	$ 1.864.46
59.412	Seewann, Theodor und Edith	$ 256.17
59.647	Graf, Ernst	$ 161.16
59.739	Stosius, Othmar	$ 290.00
59.836	Seherr-Thoss, Hermann	$ 50.295.76 und lebenslaenglicher Anteil an einem Fruchtgenuss an einem am 29. Februar 1932 von Margaret Muriel Seherr-Thoss errichteten Treuhandvermoegen unter Einsetzung von Lewis Spencer Morris und Charles S. McVeigh als Treuhaender.
60.939	Frauendorfer, Sigmund	$ 1.011.06
61.386	Hoedl, Maria Doderer, Irene	$ 463.25 $ 463.25
61.789	Mayr, Franz Xaver	Deutsche Obligationen
61.972	Uibeleisen, Norman Juon	$ 45.020.17 Aktien und Obligationen

Verwaltungsstelle fuer Fremdvermoegen Anspruch Nr.	Oesterreichische Anspruchswerber	Beschreibung der Vermoegenschaft
62.364	Strongfort, Lionel	$ 3.136.25 und Hinterlegungsschein
62.732	Blaschke, Margarethe als Verwalter des Nachlasses nach Maria Rygl	$ 180.12
63.114	Singer, Vinzenz - auch genannt Karl Franz Stefan Vinzenz	$ 1.242.71
63.127	Wressig, Anna Maria	$ 607.45
63.385	Dirscherl, Johanna verw. Hassenburger	$ 422.41
63.459	Geiger, Wolfgang	$ 215.29
66.626	Weissenberg, Gustav	$ 217.75
66.729	Raith, Maria	$ 215.28
66.765	Valcic, Eleonore 2/	$ 3.791.83
66.910	Lechner, Lore Elisabeth	$ 2.392.73
66.913	Foerster, Eleonore	$ 439.85
66.914	Sweceny, Heidi	$ 439.85
66.915	Schindelmaiser, Gerda	$ 1.000.00
66.916	Schindelmaiser, Bruno und Gerda	$ 250.00
66.917	Endisch, Helga	$ 250.00
66.918	Schinzel, Ludwig Klasternigg, Hermine	$ 6.612.09 $ 6.612.09

1/ Die angefuehrten Betraege sind Bruttobetraege und unterliegen den Zuwaechsen und Verminderungen als Folge ihrer Verwaltung bis zum Zeitpunkt der Rueckerstattung oder ihrer Streichung von der Liste in dem Falle, dass die Rueckerstattung vor der Ratifikation des Abkommens erfolgte, sowie den Abzuegen, die in Artikel V des Abkommens bezeichnet sind.

2/ Diese Vermoegenswerte werden von der oesterreichischen Regierung zugunsten des Anspruchswerbers treuhaendig verwaltet, bis er oder sein Rechtsnachfolger durch Erbschaft oder Vermaechtnis seinen staendigen Wohnsitz in der Republik Oesterreich begruendet hat.

ANNEX

§ 20. Fees of agents, attorneys, or representatives.

No property or interest or proceeds shall be returned under this Act, nor shall any payment be made or judgment awarded in respect of any property or interest vested in or transferred to any officer or agency of the United States under this Act unless satisfactory evidence is furnished to the President or such officer or agency as he may designate, or the court, as the case may be, that the aggregate of the fees to be paid to all agents, attorneys at law or in fact, or representatives, for services rendered in connection with such return or payment or judgment does not exceed 10 per centum of the value of such property or interest or proceeds or of such payment. Any agent, attorney at law or in fact, or representative, believing that the aggregate of the fees should be in excess of such 10 per centum may, in the case of any return of, or the making of any payment in respect of, such property or interest or proceeds by the President or such officer or agency as he may designate, petition the district court of the United States for the district in which he resides for an order authorizing fees in excess of 10 per centum and shall name such officer or agency as respondent. The court hearing such petition, or a court awarding any judgment in respect of any such property or interest or proceeds, as the case may be, shall approve an aggregate of fees in excess of 10 per centum of the value of such property or interest or proceeds only upon a finding that there exist special circumstances of unusual hardship which require the payment of such excess. Any person accepting any fee in excess of an amount approved hereunder, or retaining for more than thirty days and portion of a fee, accepted prior to approval hereunder, in excess of the fee as approved, shall be guilty of a violation of this Act.

* * * * * * *

§ 32. Return of property -- (a) Conditions precedent.

The President, or such officer or agency as he may designate, may return any property or interest vested in or transferred to the Alien Property Custodian (other than any property or interest acquired by the United States prior to December 18, 1941), or the net proceeds thereof, whenever the President or such officer or agency shall determine--

* * * * * * *

(4) that the Alien Property Custodian has no actual or potential liability under the Renegotiation Act or the Act of October 31, 1942 (56 Stat. 1013; 35 U.S.C. §§ 89--96), in respect of the property or interest or proceeds to be returned and that the claimant and his predecessor in interest, if any, have no actual or potential liability of any kind under the Renegotiation Act or the said Act of October 31, 1942; or in the alternative that the claimant has provided security or undertakings adequate to assure satisfaction of all such liabilities or that property or interest or proceeds to be retained by the Alien Property Custodian are adequate therefor; ***

* * * * * * *

(b) Extension of filing time limitation for redetermination of excessive profits.

Notwithstanding the limitation prescribed in the Renegotiation Act upon the time within which petitions may be filed in the Tax Court of the United States, any person to whom any property or interest or proceeds are returned hereunder shall, for a period of ninety days (not counting Sunday or a legal holiday in the District of Columbia as the last day) following return, have the right to file such a petition for a redetermination in respect of any final order of the Renegotiation Board determining excessive profits, made against the Alien Property Custodian, or of any determination, not embodied in an agreement, of excessive profits, so made by or on behalf of a Secretary.

(c) Inventions.

Any person to whom any invention, whether patented or unpatented, or any right or interest therein is returned hereunder shall be bound by any notice or order issued or agreement made pursuant to the Act of October 31, 1942 (56 Stat. 1013; 35 U.S.C. §§ 89-96), in respect of such invention or right or interest, and such person to whom a licensor's interest is returned shall have all rights assertible by a licensor pursuant to section 2 of the said Act.

(d) Rights and duties.

Except as otherwise provided herein, and except to the extent that the President or such officer or agency as he may designate may otherwise determine, any person to whom return is made hereunder shall have all rights, privileges, and obligations in respect to the property or interest returned or the proceeds of which are returned which would have existed if the property or interest had not vested in the Alien Property Custodian, but no cause of action shall accrue to such person in respect of any deduction or retention of any part of the property or interest or proceeds by the

Alien Property Custodian for the purpose of paying taxes, costs, or expenses in connection with such property or interest or proceeds: Provided, That except as provided in subsections (b) and (c) of this section no person to whom a return is made pursuant to this section, nor the successor in interest of such person, shall acquire or have any claim or right of action against the United States or any department, establishment or agency thereof, or corporation owned thereby, or against any person authorized or licensed by the United States, founded upon the retention, sale, or other disposition, or use, during the period it was vested in the Alien Property Custodian, of the returned property, interest, or proceeds. Any notice to the Alien Property Custodian in respect of any property or interest or proceeds shall constitute notice to the person to whom such property or interest or proceeds is returned and such person shall succeed to all burdens and obligations in respect of such property or interest or proceeds which accrued during the time of retention by the Alien Property Custodian, but the period during which the property or interest or proceeds returned were vested in the Alien Property Custodian shall not be included for the purpose of determining the application of any statute of limitations to the assertion of any rights by such person in respect of such property or interest or proceeds.

(e) Legal proceeding unaffected.

No return hereunder shall bar the prosecution of any suit at law or in equity against a person to whom return has been made, to establish any right, title, or interest, which may exist or which may have existed at the time of vesting, in or to the property or interest returned, but no such suit may be prosecuted by any person ineligible to receive a return under subsection (a) (2) of this section. With respect to any such suit, the period during which the property or interest or proceeds returned were vested in the Alien Property Custodian shall not be included for the purpose of determining the application of any statute of limitations.

(f) Notice of intention.

At least thirty days before making any return to any person other than a resident of the United States or a corporation organized under the laws of the United States, or any State, territory, or possession thereof, or the District of Columbia, the President or such officer or agency as he may designate shall publish in the Federal Register a notice of intention to make such return, specifying therein the person to whom return is to be made and the place where the property or interest or proceeds to be returned are located. Publication of a notice of intention to return shall confer no right of action upon any person to compel the return of any such property or interest or proceeds, and such notice of intention to return may be revoked by appropriate notice in the Federal Register. After publication of such notice of intention and prior to

revocation thereof, the property or interest or proceeds specified shall be subject to attachment at the suit of any citizen or resident of the United States or any corporation organized under the laws of the United States, or any State, Territory, or possession thereof, or the District of Columbia, in the same manner as property of the person to whom return is to be made: Provided, That notice of any writ of attachment which may issue prior to return shall be served upon the Alien Property Custodian. Any such attachment proceeding shall be subject to the provisions of law relating to limitation of actions applicable to actions at law in the jurisdiction in which such proceeding is brought, but the period during which the property or interest or proceeds were vested in the Alien Property Custodian shall not be included for the purpose of determining the period of limitation. No officer of any court shall take actual possession, without the consent of the Alien Property Custodian, of any property or interest or proceeds so attached, and publication of a notice of revocation of intention to return shall invalidate any attachment with respect to the specified property or interest or proceeds, but if there is no such revocation, the President or such officer or agency as he may designate shall accord full effect to any such attachment in returning any such property or interest or proceeds.

* * * * * * *

§ 34. Payment of debts -- (a) Claims allowable; defenses.

Any property or interest vested in or transferred to the Alien Property Custodian (other than any property or interest acquired by the United States prior to December 18, 1941), or the net proceeds thereof, shall be equitably applied by the Custodian in accordance with the provisions of this section to the payment of debts owed by the person who owned such property or interest immediately prior to its vesting in or transfer to the Alien Property Custodian. No debt claim shall be allowed under this section if it was not due and owing at the time of such vesting or transfer, or if it arose from any action or transactions prohibited by or pursuant to this Act and not licensed or otherwise authorized pursuant thereto, or (except in the case of debt claims acquired by the Custodian) if it was at the time of such vesting or transfer due and owing to any person who has since the beginning of the war been convicted of violation of this Act, as amended, sections 1--6 of the Criminal Code, title I of the Act of June 15, 1917 (ch. 30, 40 Stat. 217), as amended; the Act of April 20, 1918 (ch. 59, 40 Stat. 534), as amended; the Act of June 8, 1934 (ch. 327, 52 Stat. 631), as amended; the Act of January 12, 1938 (ch. 2, 52 Stat. 3); title I, Alien Registration Act, 1940 (ch. 439, 54 Stat. 670); the Act of October 17, 1940 (ch. 897, 54 Stat. 1201); or the Act of June 25, 1942 (ch. 447, 56 Stat. 390). Any defense to the payment of such claims which would have been available to the debtor shall be available to the Custodian, except that the period from and after the beginning of the war shall not be

included for the purpose of determining the application of any statute of limitations. Debt claims allowable hereunder shall include only those of citizens of the United States or of the Philippine Islands; those of corporations organized under the laws of the United States or any State, Territory, or possession thereof, or the District of Columbia or the Philippine Islands; those of other natural persons who are and have been since the beginning of the war residents of the United States and who have not during the war been interned or paroled pursuant to the Alien Enemy Act; and those acquired by the Custodian. Legal representatives (whether or not appointed by a court in the United States) or successors in interest by inheritance, devise, bequest, or operation of law or debt claimants, other than persons who would themselves be disqualified hereunder from allowance of a debt claim, shall be eligible for payment to the same extent as their principals or predecessors would have been.

(b) Time limit for filing claims; extension; notice.

The Custodian shall fix a date or dates after which the filing of debt claims in respect of any or all debtors shall be barred, and may extend the time so fixed, and shall give at least sixty days' notice thereof by publication in the Federal Register. In no event shall the time extend beyond the expiration of two years from the date of the last vesting in or transfer to the Custodian of any property or interest of a debtor in respect of whose debts the date is fixed, or from the date of enactment of this section [Aug. 8, 1946], whichever is later. No debt shall be paid prior to the expiration of one hundred and twenty days after publication of the first such notice in respect of the debtor, nor in any event shall any payment of a debt claim be made out of any property or interest or proceeds in respect of which a suit or proceeding pursuant to this Act for return is pending and was instituted prior to the expiration of such one hundred and twenty days.

(c) Examination of claims.

The Custodian shall examine the claims, and such evidence in respect thereof as may be presented to him or as he may introduce into the record, and shall make a determination, with respect to each claim, of allowance or disallowance, in whole or in part.

(d) Funds for debt payments.

Payment of debt claims shall be made only out of such money included in, or received as net proceeds from the sale, use, or other disposition of, any property or interest owned by the debtor immediately prior to its vesting in or transfer to the Alien Property Custodian, as shall remain after deduction of (1) the amount of the expenses of the Office of Alien Property Custodian (including both expenses in connection with such property or interest or proceeds thereof, and such portion as the Custodian shall fix of the

other expenses of the Office of Alien Property Custodian), and of taxes, as defined in section 36 hereof, paid by the Custodian in respect of such property or interest or proceeds, and (2) such amount, if any, as the Custodian may establish as a cash reserve for the future payment of such expenses and taxes. If the money available hereunder for the payment of debt claims against the debtor is insufficient for the satisfaction of all claims allowed by the Custodian, ratable payments shall be made in accordance with subsection (g) hereof to the extent permitted by the money available and additional payments shall be made whenever the Custodian shall determine that substantial further money has become available, through liquidation of any such property or interest or otherwise. The Custodian shall not be required through any judgment of any court, levy of execution, or otherwise to sell or liquidate any property or interest vested in or transferred to him, for the purpose of paying or satisfying any debt claim.

(e) Amount payable; disallowance; notice; review; additional evidence; judgment.

If the aggregate of debt claims filed as prescribed does not exceed the money from which, in accordance with subsection (d) of this section, payment may be made, the Custodian shall pay each claim to the extent allowed, and shall serve by registered mail, on each claimant whose claim is disallowed in whole or in part, a notice of such disallowance. Within sixty days after the date of mailing of the Custodian's determination, any debt claimant whose claim has been disallowed in whole or in part may file in the United States District Court for the District of Columbia a complaint for review of such disallowance naming the Custodian as defendant. Such complaint shall be served on the Custodian. The Custodian, within forty-five days after service on him, shall certify and file in said court a transcript of the record of proceedings in the Office of Alien Property Custodian with respect to the claim in question. Upon good cause shown such time may be extended by the court. Such record shall include the claim as filed, such evidence with respect thereto as may have been presented to the Custodian or introduced into the record by him, and the determination of the Custodian with respect thereto, including any findings made by him. The court may, in its discretion, take additional evidence, upon a showing that such evidence was offered to and excluded by the Custodian, or could not reasonably have been adduced before him or was not available to him. The court shall enter judgment affirming, modifying, or reversing the Custodian's determination, and directing payment in the amount, if any, which it finds due.

(f) Pro rate payments; notice; review; additional evidence; intervention; judgment.

If the aggregate of debt claims filed as prescribed exceeds the money from which, in accordance with subsection (d) hereof,

payment may be made, the Custodian shall prepare and serve by registered mail on all claimants a schedule of all debt claims allowed and the proposed payment to each claimant. In preparing such schedule, the Custodian shall assign priorities in accordance with the provisions of subsection (g) hereof. Within sixty days after the date of mailing of such schedule, any claimant considering himself aggrieved may file in the United States District Court for the District of Columbia a complaint for review of such schedule, naming the Custodian as defendant. A copy of such complaint shall be served upon the Custodian and on each claimant named in the schedule. The Custodian, within forty-five days after service on him, shall certify and file in said court a transcript of the record of proceedings in the Office of Alien Property Custodian with respect to such schedule. Upon good cause shown such time may be extended by the court. Such record shall include the claims in question as filed, such evidence with respect thereto as may have been presented to the Custodian or introduced into the record by him, any findings or other determinations made by the Custodian with respect thereto, and the schedule prepared by the Custodian. The court may, in its discretion, take additional evidence, upon a showing that such evidence was offered to and excluded by the Custodian or could not reasonably have been adduced before him or was not available to him. Any interested debt claimant who has filed a claim with the Custodian pursuant to this section, upon timely application to the court, shall be permitted to intervene in such review proceedings. The court shall enter judgment affirming or modifying the schedule as prepared by the Custodian and directing payment, if any be found due, pursuant to the schedule as affirmed or modified and to the extent of the money from which, in accordance with subsection (d) of this section, payment may be made. Pending the decision of the court on such complaint for review, and pending final determination of any appeal from such decision, payment may be made only to an extent, if any, consistent with the contentions of all claimants for review.

(g) Priority of claims.

Debt claims shall be paid in the following order of priority: (1) Wage and salary claims, not to exceed $600; (2) claims entitled to priority under sections 191 and 193 of Title 31, except as provided in subsection (h) of this section; (3) all other claims for services rendered, for expenses incurred in connection with such services, for rent, for goods and materials delivered to the debtor, and for payments made to the debtor for goods or services not received by the claimant; (4) all other debt claims. No payment shall be made to claimants within a subordinate class unless the money from which, in accordance with subsection (d) of this section, payment may be made permits payment in full of all allowed claims in every prior class.

(h) Priority as debt due United States.

No debt of any kind shall be entitled to priority under any law of the United States or any State, Territory, or possession thereof, or the District of Columbia, solely by reason of becoming a debt due or owing to the United States as a result of its acquisition by the Alien Property Custodian.

(i) Exclusiveness of relief.

The sole relief and remedy available to any person seeking satisfaction of a debt claim out of any property or interest which shall have been vested in or transferred to the Alien Property Custodian (other than any property or interest acquired by the United States prior to December 18, 1941), or the proceeds thereof, shall be the relief and remedy provided in this section, and suits for the satisfaction of debt claims shall not be instituted, prosecuted, or further maintained except in conformity with this section: Provided, That no person asserting any interest, right, or title in any property or interest or proceeds acquired by the Alien Property Custodian, shall be barred from proceeding pursuant to this Act for the return thereof, by reason of any proceeding which he may have brought pursuant to this section; nor shall any security interest asserted by the creditor in any such property or interest or proceeds be deemed to have been waived solely by reason of such proceeding. The Alien Property Custodian shall treat all debt claims not filed with him as claims filed pursuant to this section. Nothing contained in this section shall bar any person from the prosecution of any suit at law or in equity against the original debtor or against any other person who may be liable for the payment of any debt for which a claim might have been filed hereunder. No purchaser, lessee, licensee, or other transferee of any property or interest from the Alien Property Custodian shall, solely by reason of such purchase, lease, license, or transfer, become liable for the payment of any debt owed by the person who owned such property or interest prior to its vesting in or transfer to the Alien Property Custodian. Payment by the Alien Property Custodian to any debt claimant shall constitute, to the extent of payment, a discharge of the indebtedness represented by the claim.

* * * * * * *

§ 36. Taxes -- (a) Liability; exemptions.

The vesting in or transfer to the Alien Property Custodian of any property or interest (other than any property or interest acquired by the United States prior to December 18, 1941), or the receipt by him of any earnings, increment, or proceeds thereof shall not render inapplicable any Federal, State, Territorial, or local tax for any period prior or subsequent to the date of such

vesting or transfer, nor render applicable the exemptions provided in title II of the Social Security Act with respect to service performed in the employ of the United States Government or of any instrumentality of the United States.

(b) Payment by Custodian; liability of former owner; enforcement of tax liability; transfer of property.

The Alien Property Custodian shall, notwithstanding the filing of any claim or the institution of any suit under this Act, pay any tax incident to any such property or interest, or the earnings, increment, or proceeds thereof, at the earliest time appearing to him to be not contrary to the interest of the United States. The former owner shall not be liable for any such tax accruing while such property, interest, earnings, increment, or proceeds are held by the Alien Property Custodian, unless they are returned pursuant to this Act without payment of such tax by the Alien Property Custodian. Every such tax shall be paid by the Alien Property Custodian to the same extent, as nearly as may be deemed practicable, as though the property or interest had not been vested in or transferred to the Alien Property Custodian, and shall be paid only out of the property or interest, or earnings, increment, or proceeds thereof, to which they are incident or out of other property or interests acquired from the same former owner, or earnings, increment, or proceeds thereof. No tax liability may be enforced from any property or interest or the earnings, increment or proceeds thereof while held by the Alien Property Custodian except with his consent. Where any property or interest is transferred, otherwise than pursuant to section 9 (a) of 32 hereof, the Alien Property Custodian may transfer the property or interest free and clear of any tax, except to the extent of any lien for a tax existing and perfected at the date of vesting, and the proceeds of such transfer shall, for tax purposes, replace the property or interest in the hands of the Alien Property Custodian.

(c) Computation; suspension of limitations, etc.

Subject to the provisions of subsection (b) of this section, the manner of computing any Federal taxes, including without limitation by reason of this enumeration, the applicability in such computation of credits, deductions, and exemptions to which the former owner is or would be entitled, and the time and manner of any payment of such taxes and the extent of any compliance by the Custodian with provisions of Federal law and regulations applicable with respect to Federal taxes, shall be in accordance with regulations prescribed by the Commissioner of Internal Revenue with the approval of the Secretary of the Treasury to effectuate this section. Statutes of limitations on assessment, collection, refund, or credit of Federal taxes shall be suspended, with respect to any vested property or interest, or the earnings, increment or proceeds thereof, while vested and for six months thereafter; but no interest shall be paid upon any refund with respect to any period during which the statute of limitations is so suspended.

(d) Definition.

The word "tax" as used in this section shall include, without limitation by reason of this enumeration, any property, income, excess-profits, war-profits, excise, estate and employment tax, import duty, and special assessment; and also any interest, penalty, additional amount, or addition thereto not arising from any act, omission, neglect, failure, or delay on the part of the Custodian.

(e) Exemptions.

Any tax exemption accorded to the Alien Property Custodian by specific provision of existing law shall not be affected by this section.

WHEREAS the Senate of the United States of America by its resolution of February 25, 1964, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said agreement;

WHEREAS the said agreement was ratified by the President of the United States of America on March 4, 1964, in pursuance of the aforesaid advice and consent of the Senate, and has been duly ratified on the part of the Republic of Austria;

WHEREAS the respective instruments of ratification of the said agreement were duly exchanged at Vienna on May 19, 1964;

AND WHEREAS it is provided in Article VII of the agreement that the agreement shall come into force upon exchange of ratifications;

NOW, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the aforesaid agreement to the end that the same and every article and clause thereof may be observed and fulfilled in good faith on and after May 19, 1964, the date of exchange of ratifications, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-sixth day of May in the year of our Lord one thousand nine hundred sixty-four
[SEAL] and of the Independence of the United States of America the one hundred eighty-eighth.

LYNDON B. JOHNSON

By the President:
DEAN RUSK
Secretary of State

MULTILATERAL

Law of the Sea:[1] Convention on the Continental Shelf

Done at Geneva April 29, 1958;
Ratification advised by the Senate of the United States of America May 26, 1960;
Ratified by the President of the United States of America March 24, 1961;
Ratification of the United States of America deposited with the Secretary-General of the United Nations April 12, 1961;
Proclaimed by the President of the United States of America May 25, 1964;
Entered into force June 10, 1964.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the Convention on the Continental Shelf, adopted by the United Nations Conference on the Law of the Sea, Geneva, February 24 to April 27, 1958, was open for signature from April 29 to October 31, 1958, and during that period was signed in behalf of the United States of America and forty-five other States;

WHEREAS a certified copy of the text of the Convention, in the English, French, Chinese, Russian, and Spanish languages, is word for word as follows:

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[1] Also TIAS 5639, *post*, pt. 2.

UNITED NATIONS CONFERENCE
ON THE LAW OF THE SEA

CONVENTION
ON THE CONTINENTAL SHELF

UNITED NATIONS
1958

TIAS 5578

Annex IV [1]

CONVENTION ON THE CONTINENTAL SHELF

The States Parties to this Convention

Have agreed as follows:

Article 1

For the purpose of these articles, the term "continental shelf" is used as referring (*a*) to the seabed and subsoil of the submarine areas adjacent to the coast but outside the area of the territorial sea, to a depth of 200 metres or, beyond that limit, to where the depth of the superjacent waters admits of the exploitation of the natural resources of the said areas; (*b*) to the seabed and subsoil of similar submarine areas adjacent to the coasts of islands.

Article 2

1. The coastal State exercises over the continental shelf sovereign rights for the purpose of exploring it and exploiting its natural resources.

2. The rights referred to in paragraph 1 of this article are exclusive in the sense that if the coastal State does not explore the continental shelf or exploit its natural resources, no one may undertake these activities, or make a claim to the continental shelf, without the express consent of the coastal State.

3. The rights of the coastal State over the continental shelf do not depend on occupation, effective or notional, or on any express proclamation.

4. The natural resources referred to in these articles consist of the mineral and other non-living resources of the seabed and subsoil together with living organisms belonging to sedentary species, that is to say, organisms which, at the harvestable stage, either are immobile on or under the seabed or are unable to move except in constant physical contact with the seabed or the subsoil.

Article 3

The rights of the coastal State over the continental shelf do not affect the legal status of the superjacent waters as high seas, or that of the airspace above those waters.

Article 4

Subject to its right to take reasonable measures for the exploration of the continental shelf and the exploitation of its natural resources, the coastal State may not impede the laying or maintenance of submarine cables or pipe lines on the continental shelf.

Article 5

1. The exploration of the continental shelf and the exploitation of its natural resources must not result in any unjustifiable interference with navigation, fishing or the conservation of the living resources of the sea, nor result in any interference with fundamental oceanographic or other scientific research carried out with the intention of open publication.

2. Subject to the provisions of paragraphs 1 and 6 of this article, the coastal State is en-

[1] The text of the convention printed herein constituted Annex IV to the Final Act of the United Nations Conference on the Law of the Sea, which was certified by the Legal Counsel, for the Secretary-General of the United Nations. [Footnote added by the Department of State.]

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titled to construct and maintain or operate on the continental shelf installations and other devices necessary for its exploration and the exploitation of its natural resources, and to establish safety zones around such installations and devices and to take in those zones measures necessary for their protection.

3. The safety zones referred to in paragraph 2 of this article may extend to a distance of 500 metres around the installations and other devices which have been erected, measured from each point of their outer edge. Ships of all nationalities must respect these safety zones.

4. Such installations and devices, though under the jurisdiction of the coastal State, do not possess the status of islands. They have no territorial sea of their own, and their presence does not affect the delimitation of the territorial sea of the coastal State.

5. Due notice must be given of the construction of any such installations, and permanent means for giving warning of their presence must be maintained. Any installations which are abandoned or disused must be entirely removed.

6. Neither the installations or devices, nor the safety zones around them, may be established where interference may be caused to the use of recognized sea lanes essential to international navigation.

7. The coastal State is obliged to undertake, in the safety zones, all appropriate measures for the protection of the living resources of the sea from harmful agents.

8. The consent of the coastal State shall be obtained in respect of any research concerning the continental shelf and undertaken there. Nevertheless the coastal State shall not normally withhold its consent if the request is submitted by a qualified institution with a view to purely scientific research into the physical or biological characteristics of the continental shelf, subject to the proviso that the coastal State shall have the right, if it so desires, to participate or to be represented in the research, and that in any event the results shall be published.

Article 6

1. Where the same continental shelf is adjacent to the territories of two or more States whose coasts are opposite each other, the boundary of the continental shelf appertaining to such States shall be determined by agreement between them. In the absence of agreement, and unless another boundary line is justified by special circumstances, the boundary is the median line, every point of which is equidistant from the nearest points of the baselines from which the breadth of the territorial sea of each State is measured.

2. Where the same continental shelf is adjacent to the territories of two adjacent States, the boundary of the continental shelf shall be determined by agreement between them. In the absence of agreement, and unless another boundary line is justified by special circumstances, the boundary shall be determined by application of the principle of equidistance from the nearest points of the baselines from which the breadth of the territorial sea of each State is measured.

3. In delimiting the boundaries of the continental shelf, any lines which are drawn in accordance with the principles set out in paragraphs 1 and 2 of this article should be defined with reference to charts and geographical features as they exist at a particular date, and reference should be made to fixed permanent identifiable points on the land.

Article 7

The provisions of these articles shall not prejudice the right of the coastal State to exploit the subsoil by means of tunnelling irrespective of the depth of water above the subsoil.

Article 8

This Convention shall, until 31 October 1958, be open for signature by all States Members of the United Nations or of any of the specialized agencies, and by any other State invited by the General Assembly of the United Nations to become a Party to the Convention.

Article 9

This Convention is subject to ratification. The instruments of ratification shall be deposited with the Secretary-General of the United Nations.

Article 10

This Convention shall be open for accession by any States belonging to any of the categories mentioned in article 8. The instruments of accession shall be deposited with the Secretary-General of the United Nations.

Article 11

1. This Convention shall come into force on the thirtieth day following the date of deposit of the twenty-second instrument of ratification or accession with the Secretary-General of the United Nations.

2. For each State ratifying or acceding to the Convention after the deposit of the twenty-second instrument of ratification or accession, the Convention shall enter into force on the thirtieth day after deposit by such State of its instrument of ratification or accession.

Article 12

1. At the time of signature, ratification or accession, any State may make reservations to articles of the Convention other than to articles 1 to 3 inclusive.

2. Any Contracting State making a reservation in accordance with the preceding paragraph may at any time withdraw the reservation by a communication to that effect addressed to the Secretary-General of the United Nations.

Article 13

1. After the expiration of a period of five years from the date on which this Convention shall enter into force, a request for the revision of this Convention may be made at any time by any Contracting Party by means of a notification in writing addressed to the Secretary-General of the United Nations.

2. The General Assembly of the United Nations shall decide upon the steps, if any, to be taken in respect of such request.

Article 14

The Secretary-General of the United Nations shall inform all States Members of the United Nations and the other States referred to in article 8:

(*a*) Of signatures to this Convention and of the deposit of instruments of ratification or accession, in accordance with articles 8, 9 and 10;

(*b*) Of the date on which this Convention will come into force, in accordance with article 11;

(*c*) Of requests for revision in accordance with article 13;

(*d*) Of reservations to this Convention, in accordance with article 12.

Article 15

The original of this Convention, of which the Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations, who shall send certified copies thereof to all States referred to in article 8.

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

DONE at Geneva, this twenty-ninth day of April one thousand nine hundred and fifty-eight.

CONFERENCE DES NATIONS UNIES
SUR LE DROIT DE LA MER

CONVENTION
SUR LE PLATEAU CONTINENTAL

NATIONS UNIES
1958

TIAS 5578

Annexe IV

CONVENTION SUR LE PLATEAU CONTINENTAL

Les Etats parties à la présente Convention

Sont convenus des dispositions suivantes:

Article premier

Aux fins des présents articles, l'expression "plateau continental" est utilisée pour désigner: *a*) le lit de la mer et le sous-sol des régions sous-marines adjacentes aux côtes, mais situées en dehors de la mer territoriale, jusqu'à une profondeur de 200 mètres ou, au-delà de cette limite, jusqu'au point où la profondeur des eaux surjacentes permet l'exploitation des ressources naturelles desdites régions; *b*) le lit de la mer et le sous-sol des régions sous-marines analogues qui sont adjacentes aux côtes des îles.

Article 2

1. L'Etat riverain exerce des droits souverains sur le plateau continental aux fins de l'exploration de celui-ci et de l'exploitation de ses ressources naturelles.

2. Les droits visés au paragraphe 1 du présent article sont exclusifs en ce sens que, si l'Etat riverain n'explore pas le plateau continental ou n'exploite pas ses ressources naturelles, nul ne peut entreprendre de telles activités ni revendiquer de droits sur le plateau continental sans le consentement exprès de l'Etat riverain.

3. Les droits de l'Etat riverain sur le plateau continental sont indépendants de l'occupation effective ou fictive aussi bien que de toute proclamation expresse.

4. Les ressources naturelles visées dans les présents articles comprennent les ressources minérales et autres ressources non vivantes du lit de la mer et du sous-sol, ainsi que les organismes vivants qui appartiennent aux espèces sédentaires, c'est-à-dire les organismes qui, au stade où ils peuvent être pêchés, sont soit immobiles sur le lit de la mer ou au-dessous de ce lit, soit incapables de se déplacer si ce n'est en restant constamment en contact physique avec le lit de la mer ou le sous-sol.

Article 3

Les droits de l'Etat riverain sur le plateau continental ne portent pas atteinte au régime des eaux surjacentes en tant que haute mer, ni à celui de l'espace aérien situé au-dessus de ces eaux.

Article 4

L'Etat riverain ne peut entraver la pose ou l'entretien de câbles ou de pipe-lines sous-marins sur le plateau continental, réserve faite de son droit de prendre des mesures raisonnables pour l'exploration du plateau continental et l'exploitation de ses ressources naturelles.

Article 5

1. L'exploration du plateau continental et l'exploitation de ses ressources naturelles ne doivent pas avoir pour effet de gêner d'une manière injustifiable la navigation, la pêche ou la conservation des ressources biologiques de la mer, ni de gêner les recherches océanographiques fondamentales ou les autres

recherches scientifiques effectuées avec l'intention d'en publier les résultats.

2. Sous réserve des dispositions des paragraphes 1 et 6 du présent article, l'Etat riverain a le droit de construire et d'entretenir ou de faire fonctionner sur le plateau continental les installations et autres dispositifs nécessaires pour l'exploration de celui-ci et l'exploitation de ses ressources naturelles, et d'établir des zones de sécurité autour de ces installations ou dispositifs et de prendre dans ces zones les mesures nécessaires à leur protection.

3. Les zones de sécurité visées au paragraphe 2 du présent article peuvent s'étendre à une distance de 500 mètres autour des installations ou autres dispositifs qui ont été aménagés, mesurée à partir de chaque point de leur bord extérieur. Les navires de toutes nationalités sont tenus de respecter ces zones de sécurité.

4. Ces installations ou dispositifs, tout en étant soumis à la juridiction de l'Etat riverain, n'ont pas le statut d'îles. Ils n'ont pas de mer territoriale qui leur soit propre, et leur présence n'influe pas sur la délimitation de la mer territoriale de l'Etat riverain.

5. Avis doit être dûment donné de la construction de ces installations, et l'entretien des moyens permanents de signalisation nécessaires doit être assuré. Toutes les installations abandonnées ou ne servant plus doivent être complètement enlevées.

6. Ni les installations ou dispositifs, ni les zones de sécurité établies autour de ceux-ci ne doivent être situés dans des parages où ils peuvent gêner l'utilisation des routes maritimes régulières indispensables à la navigation internationale.

7. L'Etat riverain est tenu de prendre dans les zones de sécurité toutes les mesures propres à protéger les ressources biologiques de la mer contre les agents nuisibles.

8. Le consentement de l'Etat riverain doit être obtenu pour toutes recherches touchant le plateau continental entreprises sur place. Toutefois, l'Etat riverain ne refusera normalement pas son consentement lorsque la demande sera présentée par une institution qualifiée, en vue de recherches de nature purement scientifique concernant les caractéristiques physiques ou biologiques du plateau continental, à condition que l'Etat riverain puisse, s'il le souhaite, participer à ces recherches ou s'y faire représenter, et qu'en tout cas les résultats en soient publiés.

Article 6

1. Dans le cas où un même plateau continental est adjacent aux territoires de deux ou plusieurs Etats dont les côtes se font face, la délimitation du plateau continental entre ces Etats est déterminée par accord entre ces Etats.

A défaut d'accord, et à moins que des circonstances spéciales ne justifient une autre délimitation, celle-ci est constituée par la ligne médiane dont tous les points sont équidistants des points les plus proches des lignes de base à partir desquelles est mesurée la largeur de la mer territoriale de chacun de ces Etats.

2. Dans le cas où un même plateau continental est adjacent aux territoires de deux Etats limitrophes, la délimitation du plateau continental est déterminée par accord entre ces Etats. A défaut d'accord, et à moins que des circonstances spéciales ne justifient une autre délimitation, celle-ci s'opère par application du principe de l'équidistance des points les plus proches des lignes de base à partir desquelles est mesurée la largeur de la mer territoriale de chacun de ces Etats.

3. Lors de la délimitation du plateau continental, toute ligne de démarcation établie conformément aux principes mentionnés dans les paragraphes 1 et 2 du présent article

devrait être définie par référence aux cartes et aux caractéristiques géographiques existant à une date donnée, et il devrait être fait mention de points de repère fixes et permanents à terre.

Article 7

Les dispositions des présents articles n'affectent en rien le droit de l'Etat riverain d'exploiter le sous-sol en recourant au percement de tunnels, quelle que soit la hauteur des eaux au-dessus du sous-sol.

Article 8

La présente Convention sera, jusqu'au 31 octobre 1958, ouverte à la signature de tous les Etats Membres de l'Organisation des Nations Unies ou d'une institution spécialisée, ainsi que de tout autre Etat invité par l'Assemblée générale des Nations Unies à devenir partie à la Convention.

Article 9

La présente Convention sera ratifiée. Les instruments de ratification seront déposés auprès du Secrétaire général de l'Organisation des Nations Unies.

Article 10

La présente Convention sera ouverte à l'adhésion de tout Etat appartenant à l'une des catégories mentionnées à l'article 8. Les instruments d'adhésion seront déposés auprès du Secrétaire général de l'Organisation des Nations Unies.

Article 11

1. La présente Convention entrera en vigueur le trentième jour qui suivra la date du dépôt auprès du Secrétaire général de l'Organisation des Nations Unies du vingt-deuxième instrument de ratification ou d'adhésion.

2. Pour chacun des Etats qui ratifieront la Convention ou y adhéreront après le dépôt du vingt-deuxième instrument de ratification ou d'adhésion, la Convention entrera en vigueur le trentième jour après le dépôt par cet Etat de son instrument de ratification ou d'adhésion.

Article 12

1. Au moment de la signature, de la ratification ou de l'adhésion, tout Etat pourra formuler des réserves aux articles de la Convention autres que les articles 1 à 3 inclus.

2. Tout Etat contractant ayant formulé des réserves conformément au paragraphe précédent pourra à tout moment les retirer par une communication à cet effet adressée au Secrétaire général de l'Organisation des Nations Unies.

Article 13

1. Après expiration d'une période de cinq ans à partir de la date à laquelle la présente Convention entrera en vigueur, une demande de revision de la présente Convention peut être formulée en tout temps, par toute partie contractante, par voie de notification écrite adressée au Secrétaire général de l'Organisation des Nations Unies.

2. L'Assemblée générale des Nations Unies statue sur les mesures à prendre, le cas échéant, au sujet de cette demande.

Article 14

Le Secrétaire général de l'Organisation des Nations Unies notifie à tous les Etats Membres

de l'Organisation des Nations Unies et aux autres Etats visés à l'article 8:

a) Les signatures apposées à la présente Convention et le dépôt des instruments de ratification ou d'adhésion, conformément aux articles 8, 9 et 10;

b) La date à laquelle la présente Convention entrera en vigueur, conformément à l'article 11;

c) Les demandes de revision présentées conformément à l'article 13;

d) Les réserves à cette Convention présentées conformément à l'article 12.

Article 15

L'original de la présente Convention, dont les textes anglais, chinois, espagnol, français et russe font également foi, sera déposé auprès du Secrétaire général de l'Organisation des Nations Unies, qui en fera tenir copie certifiée conforme à tous les Etats visés à l'article 8.

EN FOI DE QUOI les plénipotentiaires soussignés, dûment autorisés par leurs gouvernements respectifs, ont signé la présente Convention.

FAIT à Genève, le vingt-neuf avril mil neuf cent cinquante-huit.

聯合國海洋法會議

大陸礁層公約

聯合國
一九五八

TIAS 5578

附件肆

大陸礁層公約

本公約當事各國，

議定條款如下：

第一條

本條款稱"大陸礁層"者謂：(甲)鄰接海岸但在領海以外之海底區域之海床及底土，其上海水深度不逾二百公尺，或雖逾此限度而其上海水深度仍使該區域天然資源有開發之可能性者；(乙)鄰接島嶼海岸之類似海底區域之海床及底土。

第二條

一．沿海國爲探測大陸礁層及開發其天然資源之目的，對大陸礁層行使主權上權利。

二．本條第一項所稱權利爲專屬權利，沿海國如不探測大陸礁層或開發其天然資源，非經其明示同意，任何人不得從事此項工作或對大陸礁層有所主張。

三．沿海國對大陸礁層之權利不以實際或觀念上之占領或明文公告爲條件。

四．本條款所稱天然資源包括在海床及底土之礦物及其他無生資源以及定着類之有生機體，亦卽於可予採捕時期，在海床上下固定不動，或非與海床或底土在形體上經常接觸卽不能移動之有機體。

第三條

沿海國對於大陸礁層之權利不影響其上海水爲公海之法律地位，亦不影響海水上空之法律地位。

第四條

沿海國除爲探測大陸礁層及開發其天然資源有權採取合理措施外，對於在大陸礁層上敷設或維持海底電纜或管線不得加以阻礙。

第五條

一．探測大陸礁層及開發其天然資源不得使航行、捕魚或海中生物資源之養護受任何不當之妨害，亦不得對於以公開發表爲目的而進行之基本海洋學研究或其他科學研究有任何妨害。

二．以不違反本條第一項及第六[illegible]之規定爲限，沿海國有權在大陸礁層上建立、維持或使用爲探測大陸礁層及開發其天然資源所必要之設置及其他裝置，並有權在此項設置與裝置之周圍設定安全區以及在安全區內採取保護設置及裝置之必要措施。

三．本條第二項所稱之安全區得以已建各項設置及其他裝置周圍五百公尺之距離爲範圍，自設置與裝置之外緣各點起算之。各國船舶必須尊重此種安全區。

四．此種設置與裝置雖受沿海國管轄，但不具有島嶼之地位。此種設置與裝置本身並無領海，其存在不影響沿海國領海界限之劃定。

五．關於此項設置之建立必須妥爲通告，並須常設警告其存在之裝置。凡經廢棄或不再使用之設置必須全部拆除。

六．此項設置或位於其周圍之安全區不得建於對國際航行所必經之公認海道可能妨害其使用之地點。

七．沿海國負有在安全區內採取一切適當辦法以保護海洋生物資源免遭有害物劑損害之義務。

八．對大陸礁層從事實地研究必須徵得沿海國之同意。倘有適當機構提出請求而目的係在對大陸礁層之物理或生物特徵作純粹科學性之研究者，沿海國通常不得拒予同意，但沿海國有意時，有權加入或參與研究，研究之結果不論在何情形下均應發表。

第六條

一．同一大陸礁層鄰接兩個以上海岸相向國家之領土時，其分屬各該國部份之界線由有關各國以協議定之。倘無協議，除因情形特殊應另定界線外，以每一點均與測算每一國領海寬度之基線上最近各點距離相等之中央線爲界線。

二．同一大陸礁層鄰接兩個毗鄰國家之領土時，其界線由有關兩國以協議定之。倘無協議，除因情形特殊應另定界線外，其界線應適用與測算每一國領海寬度之基線上最近各點距離相等之原則定之。

三．劃定大陸礁層之界限時，凡依本條第一項及第二項所載原則劃成之界線，應根據特定期日所有之海圖及地理特徵訂明之，並應指明陸上固定、永久而可資辨認之處。

第七條

沿海國以穿鑿隧道方法開發底土之權利無論其上海水深度如何，均不受本條款規定之影響。

第八條

本公約在一九五八年十月三十一日以前聽由聯合國或任何專門機關之全體會員國及經由聯合國大會邀請參加爲本公約當事一方之任何其他國家簽署。

第九條

本公約應予批准。批准文件應送交聯合國秘書長存放。

第十條

本公約應聽由屬於第八條所稱任何一類之國家加入。加入文件應送交聯合國秘書長存放。

第十一條

一．本公約應於第二十二件批准或加入文件送交聯合國秘書長存放之日後第三十日起發生效力。

二．對於在第二十二件批准或加入文件存放後批准或加入本公約之國家，本公約應於各該國存放批准或加入文件後第三十日起發生效力。

第十二條

一．任何國家得於簽署、批准或加入時對本公約第一條至第三條以外各條提出保留。

二．依前項規定提出保留之任何締約國得隨時通知聯合國秘書長撤回保留。

第十三條

一．締約任何一方得於本公約生效之日起滿五年後隨時書面通知聯合國秘書長請求修改本公約。

二．對於此項請求應採何種步驟，由聯合國大會決定之。

第十四條

聯合國秘書長應將下列事項通知聯合國各會員國及第八條所稱之其他國家：

（甲） 依第八條、第九條及第十條對本公約所爲之簽署及送存之批准或加入文件；

（乙） 依第十一條本公約發生效力之日期；

（丙） 依第十三條所提關於修改本公約之請求；

（丁） 依第十二條對本公約提出之保留。

第十五條

本公約之原本應交聯合國秘書長存放，其中文、英文、法文、俄文及西班牙文各本同一作準；秘書長應將各文正式副本分送第八條所稱各國。

爲此，下列全權代表各秉本國政府正式授予簽字之權，謹簽字於本公約，以昭信守。

公曆一千九百五十八年四月二十九日訂於日內瓦。

КОНФЕРЕНЦИЯ ОБЪЕДИНЕННЫХ НАЦИЙ
ПО ВОПРОСАМ МОРСКОГО ПРАВА

КОНВЕНЦИЯ

О КОНТИНЕНТАЛЬНОМ ШЕЛЬФЕ

ОРГАНИЗАЦИЯ ОБЪЕДИНЕННЫХ НАЦИЙ
1958

TIAS 5578

Приложение IV

КОНВЕНЦИЯ О КОНТИНЕНТАЛЬНОМ ШЕЛЬФЕ

Государства-Стороны настоящей Конвенции согласились о нижеследующем:

Статья 1

В настоящих статьях термин «континентальный шельф» употребляется применительно а) к поверхности и недрам морского дна подводных районов, примыкающих к берегу, но находящихся вне зоны территориального моря, до глубины 200 метров или, за этим пределом, до такого места, до которого глубина покрывающих вод позволяет разработку естественных богатств этих районов; b) к поверхности и недрам подобных подводных районов, примыкающих к берегам островов.

Статья 2

1. Прибрежное государство осуществляет над континентальным шельфом суверенные права в целях разведки и разработки его естественных богатств.

2. Права, упомянутые в пункте 1 настоящей статьи, являются исключительными в том смысле, что если прибрежное государство не производит разведки континентального шельфа или не разрабатывает его естественных богатств, никто другой не может делать этого или иметь притязания на его континентальный шельф без его прямого согласия.

3. Права прибрежного государства на континентальный шельф не зависят от наличия эффективной или фиктивной оккупации им шельфа или от прямого об этом заявления.

4. Упомянутые в настоящих статьях естественные богатства включают минеральные и прочие неживые ресурсы поверхности и недр морского дна, а также живые организмы «сидячих» видов, т. е. организмы, которые в надлежащий, с промысловой точки зрения, период своего развития либо прикреплены к морскому дну или под ним, либо могут передвигаться только по морскому дну или же в его недрах.

Статья 3

Права прибрежного государства на континентальный шельф не затрагивают ни правового статуса покрывающих вод как открытого моря, ни правового статуса воздушного пространства над этими водами.

Статья 4

Прибрежное государство не может препятствовать прокладке или поддержанию в исправности подводных кабелей или трубопроводов на континентальном шельфе, кроме тех случаев, когда оно осуществляет свое право принимать разумные меры для разведки шельфа и разработки его естественных богатств.

Статья 5

1. Разведка континентального шельфа и разработка его естественных богатств не должны создавать неоправдываемой помехи судоходству, рыболовству или охране живых ресурсов моря, а также не должны создавать препятствий капитальным океанографическим или иным научным исследованиям, выполняемым с целью опубликования.

2. С соблюдением постановлений пунктов 1 и 6 настоящей статьи, прибрежному государству принадлежит право возводить, содержать или эксплуатировать на континентальном шельфе сооружения и иные установки, необходимые для разведки и разработки его естественных богатств, а также создавать зоны безопасности вокруг этих сооружений и установок и принимать в этих зонах меры, необходимые для их охраны.

3. Зоны безопасности, упомянутые в пункте 2 настоящей статьи, могут простираться на расстояние 500 метров вокруг возведенных сооружений и других установок, считая от каждой точки их наружного края. Суда всех национальностей обязаны соблюдать эти зоны безопасности.

4. Такие сооружения или установки, хотя они и находятся под юрисдикцией прибрежного государства, не имеют статуса островов. Они не имеют своего территориального моря, и их наличие не влияет на определение границ территориального моря прибрежного государства.

5. О возведении таких сооружений должны даваться надлежащие оповещения, а также должны поддерживаться постоянные средства предупреждения об их наличии. Сооружения, покинутые или более не эксплуатируемые, должны быть полностью убраны.

6. Ни сами эти сооружения или установки, ни окружающие зоны безопасности не могут находить-

ся в местах, где они могут служить помехой на обычных морских путях, имеющих существенное значение для международного судоходства.

7. Прибрежное государство обязано принимать в зонах безопасности все надлежащие меры охраны морских живых ресурсов от вредоносных воздействий.

8. Для исследования на месте континентального шельфа требуется согласие прибрежного государства. Прибрежное государство не должно, однако, как общее правило, отказывать в своем согласии, если просьба исходит от обладающего надлежащей квалификацией учреждения в связи с проведением чисто научного исследования физических или биологических свойств континентального шельфа, при условии, однако, что прибрежное государство имеет право, если оно того пожелает, участвовать или же быть представленным в исследовании и что, во всяком случае, результаты последнего должны подлежать опубликованию.

Статья 6

1. Если один и тот же континентальный шельф примыкает к территориям двух или более государств, берега которых расположены один против другого, граница континентального шельфа, принадлежащего каждому государству, определяется соглашением между ними. При отсутствии соглашения и если иная линия границы не оправдывается особыми обстоятельствами, границей служит срединная линия, каждая точка которой равно отстоит от ближайших точек тех исходных линий, от которых отмеряется ширина территориального моря каждого из этих государств.

2. Если один и тот же континентальный шельф примыкает к территориям двух смежных государств, граница шельфа определяется соглашением между ними. При отсутствии соглашения и если иная линия границы не оправдывается особыми обстоятельствами, граница определяется по принципу равного отстояния от ближайших точек тех исходных линий, от которых отмеряется ширина территориального моря каждого из этих двух государств.

3. При разграничении континентального шельфа линии, проводимые с применением принципов, изложенных в пунктах 1 и 2 настоящей статьи, должны определяться ссылками на морские карты и географические признаки, существующие в данное время, а также на неподвижные постоянные ориентиры на суше.

Статья 7

Положениями настоящих статей не затрагивается право прибрежного государства разрабатывать недра путем прокладки туннелей, независимо от глубины водного покрова недр.

Статья 8

Настоящая Конвенция открыта до 31 октября 1958 года для подписания ее всеми государствами-членами Организации Объединенных Наций или любого из специализированных учреждений и любым другим государством, которое будет приглашено Генеральной Ассамблеей стать стороной Конвенции.

Статья 9

Настоящая Конвенция подлежит ратификации. Акты ратификации депонируются у Генерального Секретаря Организации Объединенных Наций.

Статья 10

Настоящая Конвенция остается открытой для присоединения к ней государств, принадлежащих к любой из категорий, упомянутых в статье 8. Акты присоединения депонируются у Генерального Секретаря Организации Объединенных Наций.

Статья 11

1. Настоящая Конвенция вступает в силу на тридцатый день, считая со дня, следующего за датой депонирования у Генерального Секретаря Организации Объединенных Наций двадцать второго акта ратификации или присоединения.

2. В отношении каждого государства, ратифицировавшего Конвенцию или присоединившегося к ней после депонирования двадцать второго акта ратификации или присоединения, Конвенция вступает в силу на тридцатый день после депонирования этим государством своего акта ратификации или присоединения.

Статья 12

1. При подписании, ратификации или присоединении любое государство может сделать оговорки в отношении статей Конвенции, кроме статей с 1 по 3 включительно.

2. Договаривающееся Государство, сделавшее оговорки в соответствии с предшествующим пунктом, может в любое время взять таковые обратно путем извещения об этом Генерального Секретаря Организации Объединенных Наций.

Статья 13

1. По истечении пяти лет со дня вступления настоящей Конвенции в силу каждая из Договаривающихся Сторон может в любое время посредством письменного заявления на имя Генерального Секретаря Организации Объединенных Наций просить о пересмотре настоящей Конвенции.

2. Генеральная Ассамблея Организации Объединенных Наций постановляет, в соответствующих

случаях, о подлежащих принятию в связи с этим заявлением мерах.

Статья 14

Генеральный Секретарь Организации Объединенных Наций сообщает всем государствам-членам Организации Объединенных Наций и другим государствам, упомянутым в статье 8:

a) о каждом подписании настоящей Конвенции и о депонировании актов ратификации или присоединения, согласно статьям 8, 9 и 10;

b) о дате вступления настоящей Конвенции в силу, согласно статье 11;

c) о просьбах о пересмотре, согласно статье 13; и

d) об оговорках к настоящей Конвенции, согласно статье 12.

Статья 15

Подлинник настоящей Конвенции, русский, английский, испанский, китайский и французский тексты которого являются равно аутентичными, депонируется у Генерального Секретаря Организации Объединенных Наций, который рассылает заверенные копии всем государствам, упомянутым в статье 8.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся представители, должным образом на то уполномоченные своими правительствами, подписали настоящую Конвенцию.

СОВЕРШЕНО в Женеве двадцать девятого апреля тысяча девятьсот пятьдесят восьмого года.

TIAS 5578

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CONFERENCIA DE LAS NACIONES UNIDAS
SOBRE EL DERECHO DEL MAR

CONVENCION
SOBRE LA PLATAFORMA CONTINENTAL

NACIONES UNIDAS
1958

TIAS 5578

Anexo IV

CONVENCION SOBRE LA PLATAFORMA CONTINENTAL

Los Estados Partes en la Convención

Han convenido en lo siguiente:

Artículo 1

Para los efectos de estos artículos, la expresión "plataforma continental" designa: *a*) el lecho del mar y el subsuelo de las zonas submarinas adyacentes a las costas pero situadas fuera de la zona del mar territorial, hasta una profundidad de 200 metros o, más allá de este límite, hasta donde la profundidad de las aguas suprayacentes permita la explotación de los recursos naturales de dichas zonas; *b*) el lecho del mar y el subsuelo de las regiones submarinas análogas, adyacentes a las costas de islas.

Artículo 2

1. El Estado ribereño ejerce derechos de soberanía sobre la plataforma continental a los efectos de su exploración y de la explotación de sus recursos naturales.

2. Los derechos a que se refiere el párrafo 1 de este artículo son exclusivos en el sentido de que, si el Estado ribereño no explora la plataforma continental o no explota los recursos naturales de ésta, nadie podrá emprender estas actividades o reivindicar la plataforma continental sin expreso consentimiento de dicho Estado.

3. Los derechos del Estado ribereño sobre la plataforma continental son independientes de su ocupación real o ficticia, así como de toda declaración expresa.

4. A los efectos de estos artículos, se entiende por "recursos naturales" los recursos minerales y otros recursos no vivos del lecho del mar y del subsuelo. Dicha expresión comprende, asimismo, los organismos vivos, pertenecientes a especies sedentarias, es decir, aquellos que en el período de explotación están inmóviles en el lecho del mar o en su subsuelo, o sólo pueden moverse en constante contacto físico con dichos lecho y subsuelo.

Artículo 3

Los derechos del Estado ribereño sobre la plataforma continental no afectan al régimen de las aguas suprayacentes como alta mar, ni al del espacio aéreo situado sobre dichas aguas.

Artículo 4

A reserva de su derecho a tomar medidas razonables para la exploración de la plataforma continental y la explotación de sus recursos naturales, el Estado ribereño no puede impedir el tendido ni la conservación de cables o tuberías submarinos en la plataforma continental.

Artículo 5

1. La exploración de la plataforma continental y la explotación de sus recursos naturales no deben causar un entorpecimiento injustificado de la navegación, la pesca o la conservación de los recursos vivos del mar, ni entorpecer las investigaciones oceanográficas fundamentales u otras investigaciones científi-

cas, que se realicen con intención de publicar los resultados.

2. A reserva de lo dispuesto en los párrafos 1 y 6 de este artículo, el Estado ribereño tiene derecho a construir, mantener y hacer funcionar en la plataforma continental las instalaciones y otros dispositivos necesarios para explorarla y para explotar sus recursos naturales, así como a establecer zonas de seguridad alrededor de tales instalaciones y dispositivos, y a adoptar en dichas zonas las disposiciones necesarias para proteger las referidas instalaciones y dispositivos.

3. Las zonas de seguridad mencionadas en el párrafo 2 del presente artículo podrán extenderse hasta una distancia de 500 metros alrededor de las instalaciones y otros dispositivos que se hayan construído, medida desde cada uno de los puntos de su límite exterior. Los buques de todas las nacionalidades respetarán estas zonas de seguridad.

4. Aunque dichas instalaciones y dispositivos se hallen bajo la jurisdicción del Estado ribereño, no tendrán la condición jurídica de islas. No tendrán mar territorial propio y su presencia no afectará a la delimitación del mar territorial del Estado ribereño.

5. La construcción de cualquiera de dichas instalaciones será debidamente notificada y se mantendrán medios permanentes para señalar su presencia. Todas las instalaciones abandonadas o en desuso serán completamente suprimidas.

6. Las instalaciones o dispositivos y las zonas de seguridad circundantes no se establecerán en lugares donde puedan entorpecer la utilización de rutas marítimas ordinarias que sean indispensables para la navegación internacional.

7. El Estado ribereño está obligado a adoptar, en las zonas de seguridad, todas las medidas adecuadas para proteger los recursos vivos del mar contra agentes nocivos.

8. Para toda investigación que se relacione con la plataforma continental y que se realice allí, deberá obtenerse el consentimiento del Estado ribereño. Sin embargo, el Estado ribereño no negará normalmente su consentimiento cuando la petición sea presentada por una institución competente, en orden a efectuar investigaciones de naturaleza puramente científica referentes a las características físicas o biológicas de la plataforma continental, siempre que el Estado ribereño pueda, si lo desea, tomar parte en esas investigaciones o hacerse representar en ellas y que, de todos modos, se publiquen los resultados.

Artículo 6

1. Cuando una misma plataforma continental sea adyacente al territorio de dos o más Estados cuyas costas estén situadas una frente a otra, su delimitación se efectuará por acuerdo entre ellos. A falta de acuerdo, y salvo que circunstancias especiales justifiquen otra delimitación, ésta se determinará por la línea media cuyos puntos sean todos equidistantes de los puntos más próximos de las líneas de base desde donde se mide la extensión del mar territorial de cada Estado.

2. Cuando una misma plataforma continental sea adyacente al territorio de dos Estados limítrofes, su delimitación se efectuará por acuerdo entre ellos. A falta de acuerdo, y salvo que circunstancias especiales justifiquen otra delimitación, ésta se efectuará aplicando el principio de la equidistancia de los puntos más próximos de las líneas de base desde donde se mide la extensión del mar territorial de cada Estado.

3. Al efectuar la delimitación de la plataforma continental, todas las líneas que se tracen de conformidad con los principios esta-

blecidos en los párrafos 1 y 2 de este artículo se determinarán con arreglo a las cartas marinas y características geográficas existentes en determinada fecha, debiendo mencionarse, como referencia, puntos fijos permanentes e identificables de la tierra firme.

Artículo 7

Las disposiciones de estos artículos no menoscabarán el derecho del Estado ribereño a explotar el subsuelo mediante túneles, cualquiera que sea la profundidad de las aguas sobre dicho subsuelo.

Artículo 8

Esta Convención quedará abierta hasta el 31 de octubre de 1958 a la firma de todos los Estados Miembros de las Naciones Unidas o de cualquiera de los organismos especializados y de cualquier otro Estado invitado por la Asamblea General de las Naciones Unidas a suscribir la Convención.

Artículo 9

Esta Convención está sujeta a ratificación. Los instrumentos de ratificación se depositarán en poder del Secretario General de las Naciones Unidas.

Artículo 10

Esta Convención estará abierta a la adhesión de los Estados incluídos en cualquier categoría mencionada en el artículo 8. Los instrumentos de adhesión se depositarán en poder del Secretario General de las Naciones Unidas.

Artículo 11

1. Esta Convención entrará en vigor el trigésimo día que siga a la fecha en que se haya depositado en poder del Secretario General de las Naciones Unidas el vigésimo segundo instrumento de ratificación o de adhesión.

2. Para cada uno de los Estados que ratifiquen la Convención o se adhieran a ella después de haberse depositado el vigésimo segundo instrumento de ratificación o de adhesión, la Convención entrará en vigor el trigésimo día después de que dicho Estado haya depositado su instrumento de ratificación o de adhesión.

Artículo 12

1. En el momento de la firma, de la ratificación o de la adhesión, un Estado podrá formular reservas respecto de los artículos de la Convención, con excepción de los artículos 1 a 3 inclusive.

2. Un Estado contratante que haya formulado reservas de acuerdo con lo dispuesto en el párrafo anterior, podrá anularlas en cualquier momento mediante una comunicación a tal efecto dirigida al Secretario General de las Naciones Unidas.

Artículo 13

1. Una vez expirado el plazo de cinco años a partir de la fecha de entrada en vigor de esta Convención, las Partes Contratantes podrán pedir en todo momento, mediante una comunicación escrita dirigida al Secretario General de las Naciones Unidas, que se revise esta Convención.

2. La Asamblea General de las Naciones Unidas decidirá las medidas que corresponde tomar acerca de esa petición.

Artículo 14

El Secretario General de las Naciones Unidas comunicará a todos los Estados Miembros

de las Naciones Unidas y a todos los demás Estados mencionados en el artículo 8:

a) Cuáles son los países que han firmado esta Convención y los que han depositado los instrumentos de ratificación o de adhesión, de conformidad con lo dispuesto en los artículos 8, 9 y 10;

b) En qué fecha entrará en vigor esta Convención, de conformidad con lo dispuesto en el artículo 11;

c) Las peticiones de revisión hechas de conformidad con el artículo 13;

d) Las reservas formuladas respecto de esta Convención de conformidad con el artículo 12.

Artículo 15

El original de esta Convención, cuyos textos chino, español, francés, inglés y ruso son igualmente auténticos, será depositado en poder del Secretario General de las Naciones Unidas, quien remitirá copias certificadas a todos los Estados mencionados en el artículo 8.

EN TESTIMONIO DE LO CUAL los Plenipotenciarios infrascritos, debidamente autorizados por sus respectivos Gobiernos, han firmado esta Convención.

HECHO en Ginebra, a los veintinueve días del mes de abril de mil novecientos cincuenta y ocho.

FOR AFGHANISTAN:
POUR L'AFGHANISTAN:
阿富汗
За Афганистан
POR EL AFGANISTÁN:

A. R. PAZHWAK
Oct. 30, 1958

FOR ALBANIA:
POUR L'ALBANIE:
阿爾巴尼亞
За Албанию
POR ALBANIA:

FOR ARGENTINA:
POUR L'ARGENTINE:
阿根廷
За Аргентину
POR LA ARGENTINA:

A. LESCURE

FOR AUSTRALIA:
POUR L'AUSTRALIE:
澳大利亞
За Австралию
POR AUSTRALIA:

E. Ronald WALKER
30th October 1958

FOR AUSTRIA:
POUR L'AUTRICHE:
奧地利
За Австрию
POR AUSTRIA:

FOR THE KINGDOM OF BELGIUM:
POUR LE ROYAUME DE BELGIQUE:
比利時王國
За Королевство Бельгии
POR EL REINO DE BÉLGICA:

FOR BOLIVIA:
POUR LA BOLIVIE:
玻利維亞
За Боливию
POR BOLIVIA:

M. TAMAYO
17th October, 1958

FOR BRAZIL:
POUR LE BRÉSIL:
巴西
За Бразилию
POR EL BRASIL:

FOR BULGARIA:
POUR LA BULGARIE:
保加利亞
За Болгарию
POR BULGARIA:

FOR THE UNION OF BURMA:
POUR L'UNION BIRMANE:
緬甸聯邦
За Бирманский Союз
POR LA UNIÓN BIRMANA:

FOR THE BYELORUSSIAN SOVIET SOCIALIST REPUBLIC:
POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE DE BIÉLORUSSIE:
白俄羅斯蘇維埃社會主義共和國
За Белорусскую Советскую Социалистическую Республику
POR LA REPÚBLICA SOCIALISTA SOVIÉTICA DE BIELORRUSIA:

K. KISELEV
31.X.1958

FOR CAMBODIA:
POUR LE CAMBODGE:
高棉
За Камбоджу
POR CAMBOJA:

TIAS 5578

FOR CANADA:
POUR LE CANADA:
加拿大
За Канаду
POR EL CANADÁ:

George A. DREW

FOR CEYLON:
POUR CEYLAN:
錫蘭
За Цейлон
POR CEILÁN:

C. COREA
30/X/58

FOR CHILE:
POUR LE CHILI:
智利
За Чили
POR CHILE:

José SERRANO
October 31st. 1958

TIAS 5578

FOR CHINA:
POUR LA CHINE:
中國
За Китай
POR LA CHINA:

LIU Chieh

Yu-chi HSUEH

FOR COLOMBIA:
POUR LA COLOMBIE:
哥倫比亞
За Колумбию
POR COLOMBIA:

Juan URIBE HOLGUÍN

José Joaquín CAICEDO CASTILLA

FOR COSTA RICA:
POUR LE COSTA-RICA:
哥斯大黎加
За Коста-Рику
POR COSTA RICA:

Raúl TREJOS FLORES

TIAS 5578

FOR CUBA:
POUR CUBA:
古巴
За Кубу
POR CUBA:

F. V. GARCÍA AMADOR

FOR CZECHOSLOVAKIA:
POUR LA TCHÉCOSLOVAQUIE:
捷克斯拉夫
За Чехословакию
POR CHECOESLOVAQUIA:

Karel KURKA
31 October 1958

FOR DENMARK:
POUR LE DANEMARK:
丹麥
За Данию
POR DINAMARCA:

Max SORENSEN

T. OLDENBURG

FOR THE DOMINICAN REPUBLIC:
POUR LA RÉPUBLIQUE DOMINICAINE:
多明尼加共和國
За Доминиканскую Республику
POR LA REPÚBLICA DOMINICANA:

A. ALVAREZ AYBAR

FOR ECUADOR:
POUR L'EQUATEUR:
厄瓜多
За Эквадор
POR EL ECUADOR:

José A. CORREA
Oct. 31/1958

FOR EL SALVADOR:
POUR LE SALVADOR:
薩爾瓦多
За Сальвадор
POR EL SALVADOR:

FOR ETHIOPIA:
POUR L'ETHIOPIE:
阿比西尼亞
За Эфиопию
POR ETIOPÍA:

FOR THE FEDERATION OF MALAYA:
POUR LA FÉDÉRATION DE MALAISIE:
馬來亞聯邦
За Малайскую Федерацию
POR LA FEDERACIÓN MALAYA:

FOR FINLAND:
POUR LA FINLANDE:
芬蘭
За Финляндию
POR FINLANDIA:

G. A. GRIPENBERG
27 octobre 1958

TIAS 5578

FOR FRANCE:
POUR LA FRANCE:
法蘭西
За Францию
POR FRANCIA:

FOR THE FEDERAL REPUBLIC OF GERMANY:
POUR LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE:
德意志聯邦共和國
За Федеративную Республику Германии
POR LA REPÚBLICA FEDERAL ALEMANA:

Werner DANKWORT *
30 October 1958

FOR GHANA:
POUR LE GHANA.
迦納
За Гану
POR GHANA:

Richard QUARSHIE

K. B. ASANTE

* *Statement:* "In signing the Convention on the Continental Shelf of 29 April 1958, the Federal Republic of Germany declares with reference to article 5, paragraph 1 of the Convention on the Continental Shelf that in the opinion of the Federal Government article 5, paragraph 1 guarantees the exercise of fishing rights (*Fischerei*) in the waters above the continental shelf in the manner hitherto generally in practice."

Traduction du Secrétariat: En signant la Convention du 29 avril 1958 sur le plateau continental, la République fédérale d'Allemagne tient à préciser qu'à son avis, le paragraphe 1 de l'article 5 de ladite Convention garantit l'exercice des droits de pêche (*Fischerei*) dans les eaux surjacentes au plateau continental, dans les conditions où ces droits ont été généralement exercés jusqu'à présent.

FOR GREECE:
POUR LA GRÈCE:
希臘
За Грецию
POR GRECIA:

FOR GUATEMALA:
POUR LE GUATEMALA:
瓜地馬拉
За Гватемалу
POR GUATEMALA:

L. AYCINENA SALAZAR

FOR HAITI:
POUR HAÏTI:
海地
За Гаити
POR HAITÍ:

RIGAL

TIAS 5578

33-259 O-64-33

FOR THE HOLY SEE:
POUR LE SAINT-SIÈGE:
教廷
За Святейший Престол
POR LA SANTA SEDE:

FOR HONDURAS:
POUR LE HONDURAS:
洪都拉斯
За Гондурас
POR HONDURAS:

FOR HUNGARY:
POUR LA HONGRIE:
匈牙利
За Венгрию
POR HUNGRÍA:

FOR ICELAND:
POUR L'ISLANDE:
冰島
За Исландию
POR ISLANDIA:

H. G. ANDERSEN

FOR INDIA:
POUR L'INDE:
印度
За Индию
POR LA INDIA:

FOR INDONESIA:
POUR L'INDONÉSIE:
印度尼西亞
За Индонезию
POR INDONESIA:

Ahmad SOEBARDJO
8th May 1958

FOR IRAN:
POUR L'IRAN:
伊朗
За Иран
POR IRÁN:

Subject to reservations[1]
Dr. A. MATINE-DAFTARY
May 28, 1958

FOR IRAQ:
POUR L'IRAK:
伊拉克
За Ирак
POR IRAK:

FOR IRELAND:
POUR L'IRLANDE:
愛爾蘭
За Ирландию
POR IRLANDA:

Frank AIKEN
2-10-1958

[1] "In signing this Convention on the Continental Shelf, I am instructed by the Iranian Government to make the following reservations:

"(a) *Article 4:* with respect to the phrase 'the coastal State may not impede the laying or maintenance of submarine cables or pipe-lines on the continental shelf', the Iranian Government reserves its right to allow or not to allow the laying or maintenance of submarine cables or pipe-lines on its continental shelf.

"(b) *Article 6:* with respect to the phrase 'and unless another boundary line is justified by special circumstances' included in paragraphs 1 and 2 of this article, the Iranian Government accepts this phrase on the understanding that one method of determining the boundary line in special circumstances would be that of measurement from the high water mark."

Traduction du Secrétariat: En signant la présente Convention sur le plateau continental, je fais, d'ordre du Gouvernement iranien, les réserves suivantes:

a) *Article 4:* En ce qui concerne le membre de phrase "L'Etat riverain ne peut entraver la pose ou l'entretien de câbles ou de pipe-lines sous-marins sur le plateau continental", le Gouvernement iranien se réserve le droit d'autoriser ou de ne pas autoriser la pose ou l'entretien de câbles ou de pipe-lines sous-marins sur son plateau continental.

b) *Article 6:* En ce qui concerne le membre de phrase "et à moins que des circonstances spéciales ne justifient une autre délimitation", qui figure aux paragraphes 1 et 2 de cet article, le Gouvernement iranien accepte cette disposition étant entendu que l'un des moyens de fixer la ligne de démarcation dans des circonstances spéciales pourrait consister à mesurer à partir de la laisse de haute mer.

FOR ISRAEL:
POUR ISRAËL:
以色列
За Израиль
POR ISRAEL:

Shabtai ROSENNE

FOR ITALY:
POUR L'ITALIE:
義大利
За Италию
POR ITALIA:

FOR JAPAN:
POUR LE JAPON:
日本
За Японию
POR EL JAPÓN:

FOR THE HASHEMITE KINGDOM OF JORDAN:
POUR LE ROYAUME HACHÉMITE DE JORDANIE:
約但哈希米德王國
За Хашемитское Королевство Иордании
POR EL REINO HACHEMITA DE JORDANIA:

FOR THE REPUBLIC OF KOREA:
POUR LA RÉPUBLIQUE DE CORÉE:
大韓民國
За Корейскую Республику
POR LA REPÚBLICA DE COREA:

FOR LAOS:
POUR LE LAOS:
寮國
За Лаос
POR LAOS:

FOR LEBANON:
POUR LE LIBAN:
黎巴嫩
За Ливан
POR EL LÍBANO:

N. SADAKA
29 mai 1958

FOR LIBERIA:
POUR LE LIBÉRIA:
賴比瑞亞
За Либерию
POR LIBERIA:

Rocheforte L. WEEKS
27/5/58

FOR LIBYA:
POUR LA LIBYE:
利比亞
За Ливию
POR LIBIA:

TIAS 5578

FOR THE GRAND DUCHY OF LUXEMBOURG:
POUR LE GRAND-DUCHÉ DE LUXEMBOURG:
盧森堡大公國
За Великое Герцогство Люксембург
POR EL GRAN DUCADO DE LUXEMBURGO:

FOR MEXICO:
POUR LE MEXIQUE:
墨西哥
За Мексику
POR MÉXICO:

FOR MONACO:
POUR MONACO:
摩納哥
За Монако
POR MÓNACO:

TIAS 5578

FOR MOROCCO:
POUR LE MAROC:
摩洛哥
За Марокко
POR MARRUECOS:

FOR NEPAL:
POUR LE NÉPAL:
尼泊爾
За Непал
POR NEPAL:

Rishikesh SHAHA

FOR THE KINGDOM OF THE NETHERLANDS:
POUR LE ROYAUME DES PAYS-BAS:
荷蘭王國
За Королевство Нидерландов
POR EL REINO DE LOS PAÍSES BAJOS:

C. SCHURMANN
31 October 1958

FOR NEW ZEALAND:
POUR LA NOUVELLE-ZÉLANDE:
紐西蘭
За Новую Зеландию
POR NUEVA ZELANDIA:

FOSS SHANAHAN
29 October 1958

FOR NICARAGUA:
POUR LE NICARAGUA:
尼加拉瓜
За Никарагуа
POR NICARAGUA:

FOR THE KINGDOM OF NORWAY:
POUR LE ROYAUME DE NORVÈGE:
挪威王國
За Королевство Норвегии
POR EL REINO DE NORUEGA:

FOR PAKISTAN:
POUR LE PAKISTAN:
巴基斯坦
За Пакистан
POR EL PAKISTÁN:

Aly KHAN
31st October 1958

FOR PANAMA:
POUR LE PANAMA:
巴拿馬
За Панаму
POR PANAMÁ:

Carlos SUCRE C.
2.5.1958

FOR PARAGUAY:
POUR LE PARAGUAY:
巴拉圭
За Парагвай
POR EL PARAGUAY:

TIAS 5578

FOR PERU:
POUR LE PÉROU:
祕魯
За Перу
POR EL PERÚ:

Alberto ULLOA
October 31, 1958

FOR THE PHILIPPINE REPUBLIC:
POUR LA RÉPUBLIQUE DES PHILIPPINES:
菲律賓共和國
За Филиппинскую Республику
POR LA REPÚBLICA DE FILIPINAS:

FOR POLAND:
POUR LA POLOGNE:
波蘭
За Польшу
POR POLONIA:

J. WINIEWICZ
Oct. 31, 58

TIAS 5578

FOR PORTUGAL:
POUR LE PORTUGAL:
葡萄牙
За Португалию
POR PORTUGAL:

Sous réserve de ratification
Vasco Vieira GARIN
28 octobre 1958

FOR ROMANIA:
POUR LA ROUMANIE:
羅馬尼亞
За Румынию
POR RUMANIA:

FOR SAN MARINO:
POUR SAINT-MARIN:
聖馬利諾
За Сан-Марино
POR SAN MARINO:

FOR SAUDI ARABIA:
POUR L'ARABIE SAOUDITE:
沙烏地阿拉伯
За Саудовскую Аравию
POR ARABIA SAUDITA:

FOR SPAIN:
POUR L'ESPAGNE:
西班牙
За Испанию
POR ESPAÑA:

FOR THE SUDAN:
POUR LE SOUDAN:
蘇丹
За Судан
POR EL SUDÁN:

TIAS 5578

FOR SWEDEN:
POUR LA SUÈDE:
瑞典
За Швецию
POR SUECIA:

FOR SWITZERLAND:
POUR LA SUISSE:
瑞士
За Швейцарию
POR SUIZA:

F. SCHNYDER
22 octobre 1958

FOR THAILAND:
POUR LA THAÏLANDE:
泰國
За Таиланд
POR TAILANDIA:

LUANG CHAKRAPANI SRISILVISUDDHI
Commodore Jit SANGKHADUL

FOR TUNISIA:
POUR LA TUNISIE:
突尼西亞
За Тунис
POR TÚNEZ:

Mongi SLIM
Le 30 octobre 1958

FOR TURKEY:
POUR LA TURQUIE:
土耳其
За Турцию
POR TURQUÍA:

FOR THE UKRAINIAN SOVIET SOCIALIST REPUBLIC:
POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE D'UKRAINE:
烏克蘭蘇維埃社會主義共和國
За Украинскую Советскую Социалистическую Республику
POR LA REPÚBLICA SOCIALISTA SOVIÉTICA DE UCRANIA:

L. PALAMARCHUK
31 October 1958

TIAS 5578

FOR THE UNION OF SOUTH AFRICA:
POUR L'UNION SUD-AFRICAINE:
南非聯邦
За Южно-Африканский Союз
POR LA UNIÓN SUDAFRICANA:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:
POUR L'UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES:
蘇維埃社會主義共和國聯邦
За Союз Советских Социалистических Республик
POR LA UNIÓN DE REPÚBLICAS SOCIALISTAS SOVIÉTICAS:

V. ZORIN
31 October 1958

FOR THE UNITED ARAB REPUBLIC:
POUR LA RÉPUBLIQUE ARABE UNIE:
聯合阿拉伯共和國
За Объединенную Арабскую Республику
POR LA REPÚBLICA ARABE UNIDA:

33-259 O-64-34

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:
大不列顛及北愛爾蘭聯合王國
За Соединенное Королевство Великобритании и Северной Ирландии
POR EL REINO UNIDO DE LA GRAN BRETAÑA E IRLANDA DEL NORTE:

Pierson DIXON
9 Sept. 1958

FOR THE UNITED STATES OF AMERICA:
POUR LES ETATS-UNIS D'AMÉRIQUE:
美利堅合衆國
За Соединенные Штаты Америки
POR LOS ESTADOS UNIDOS DE AMÉRICA:

Arthur H. DEAN
15 Sept. 1958

FOR URUGUAY:
POUR L'URUGUAY:
烏拉圭
За Уругвай
POR EL URUGUAY:

Carlos CARBAJAL

TIAS 5578

FOR VENEZUELA:
POUR LE VENEZUELA:
委内瑞拉
За Венесуэлу
POR VENEZUELA:

La República de Venezuela al suscribir la presente convención declara, por lo que se refiere al Art. 6, que existen circunstancias especiales que deberán tenerse en cuenta en las siguientes áreas: Golfo de Paria, en lo no demarcado por acuerdos existentes, y en zonas adyacentes al mismo; área comprendida entre las costas de Venezuela y la isla de Aruba; y Golfo de Venezuela.*

Ad referendum

Carlos SOSA RODRÍGUEZ

October 30, 1958

FOR VIET-NAM:
POUR LE VIETNAM:
越南
За Вьетнам
POR VIET-NAM:

FOR YEMEN:
POUR LE YÉMEN:
葉門
За Йемен
POR EL YEMEN:

* *Translation by the Secretariat:* In signing the present Convention, the Republic of Venezuela declares with reference to article 6 that there are special circumstances to be taken into consideration in the following areas: the Gulf of Paria, in so far as the bonndary is not determined by existing agreements, and in zones adjacent thereto; the area between the coast of Venezuela and the island of Aruba; and the Gnlf of Venezuela.

Traduction du Secrétariat: La République du Venezuela déclare en signant la présente Convention qu'en ce qui concerne l'article 6 il existe des circonstances spéciales qui devront être prises en considération pour les régions suivantes: golfe de Paria — dans la partie qui n'est pas délimitée par les accords existants — et zones adjacentes; région comprise entre les côtes vénézuéliennes et l'île d'Aruba; golfe de Venezuela.

FOR YUGOSLAVIA:
POUR LA YOUGOSLAVIE:
南斯拉夫
За Югославию
POR YUGOESLAVIA:

Avec la réserve de ratification

Milan BARTOS

V. POPOVIC

WHEREAS the Senate of the United States of America by their resolution of May 26, 1960, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Convention;

WHEREAS the said Convention was duly ratified by the President of the United States of America on March 24, 1961, in pursuance of the said advice and consent of the Senate;

WHEREAS it is provided in Article 11 of the said Convention that the Convention shall come into force on the thirtieth day following the date of deposit of the twenty-second instrument of ratification or accession with the Secretary General of the United Nations;

WHEREAS instruments of ratification were deposited with the Secretary General of the United Nations by the following Governments on the dates indicated: Haiti on March 29, 1960, the Union of Soviet Socialist Republics on November 22, 1960, the Ukrainian Soviet Socialist Republic on January 12, 1961, the Byelorussian Soviet Socialist Republic on February 27, 1961, the United States of America on April 12, 1961, Venezuela, with a reservation, on August 15, 1961, Czechoslovakia on August 31, 1961, Israel on September 6, 1961, Guatemala on November 27, 1961, Colombia on January 8, 1962, Poland on June 29, 1962, Portugal on January 8, 1963, Australia on May 14, 1963, Denmark on June 12, 1963, and the United Kingdom of Great Britain and Northern Ireland on May 11, 1964; instruments of accession were deposited with the Secretary General of the United Nations by the following Governments on the dates indicated: Cambodia on March 18, 1960, the Federation of Malaya on December 21, 1960, Senegal on April 25, 1961, Rumania on December 12, 1961, the Malagasy Republic on July 31, 1962, Bulgaria on August 31, 1962, and the Republic of South Africa on April 9, 1963;

AND WHEREAS, pursuant to the aforesaid provision of Article 11 of the said Convention, the Convention enters into force on June 10, 1964;

NOW, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said Convention to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after June 10, 1964, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-fifth day of May in the year of our Lord one thousand nine hundred [SEAL] sixty-four and of the Independence of the United States of America the one hundred eighty-eighth.

LYNDON B. JOHNSON

By the President.
DEAN RUSK
Secretary of State

UNITED ARAB REPUBLIC

Agricultural Commodities

Agreement amending the agreement of October 8, 1962, as amended.
Effected by exchange of notes
Signed at Cairo April 20, 1964;
Entered into force April 20, 1964.

The American Ambassador to the Deputy Prime Minister of the United Arab Republic

No. 907 CAIRO, *April 20, 1964.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of October 8, 1962, as amended [1] and to propose in response to a request from the Government of the United Arab Republic that the agreement be further amended as follows:

In paragraph 1 of Article I increase the amount for "corn" to "$29.5 million"; add the commodities "butter, butter oil and/or ghee" in the value of "$1.5 million" and "cheese" in the value of "$0.8 million"; and increase the amount for ocean transportation to "$54.7 million" and the total value of the agreement to "$419.2 million".

The Government of the United Arab Republic agrees that it will procure and import with its own resources from free world sources at least 90 metric tons of cheese during United States Fiscal Year 1964.

The Government of the United Arab Republic will provide in fiscal year 1966, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies for purposes of section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961 [2] of up to $200,000 worth of Egyptian pounds to finance educational and cultural exchange programs and activities in other countries. This amount is in addition to those provided for in the exchanges of notes of October 8, 1962 and of October 7, 1963.

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[1] TIAS 5179, 5440; 13 UST 2166; 14 UST 1426. See also TIAS 5617, 5640; *post*, pt. 2.

[2] 75 Stat. 527; 22 U.S.C. §2451 note.

With regard to paragraph 4 of Article IV of the October 8, 1962 agreement, the Government of the United Arab Republic agrees to furnish at least quarterly 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. In addition, the Government of the United Arab Republic agrees to furnish at least quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished to assure that the program has not resulted in increased availability of the same or like commodities to other nations and (b) a statement showing progress made toward fulfilling commitments on usual marketings.

The Government of the United Arab Republic further agrees that the above statements will be accompanied by 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.

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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

JOHN S. BADEAU

His Excellency
KAMAL RAMZI STINO,
Deputy Prime Minister,
Cairo.

The Deputy Prime Minister of the United Arab Republic to the American Ambassador

MINISTRY OF SUPPLY

MINISTER'S OFFICE
CAIRO U.A.R.

CAIRO *April 20, 1964*

EXCELLENCY,

I have the honor to acknowledge the receipt of your note of April 20, 1964 which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of October 8, 1962 as amended and to propose in response to a request from the Government of the United Arab Republic, that the agreement be further amended as follows:

In paragraph 1 of Article I increase the amount for "corn" to "$29.5 million"; add the commodities "butter, butter oil and/or ghee" in the value of "$1.5 million" and "cheese" in the value of "$0.8 million"; and increase the amount for ocean transportation to "$54.7 million" and the total value of the agreement to "$419.2 million".

The Government of the United Arab Republic agrees that it will procure and import with its own resources from free world sources at least 90 metric tons of cheese during United States Fiscal year 1964.

The Government of the United Arab Republic will provide in fiscal year 1966 upon request of the Government of the United States of America, facilities for coversion into other non-dollar currencies for purposes of section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961 of up to $200,000 worth of Egyptian Pounds to finance educational and cultural exchange programs and activities in other countries. This amount is in addition to those provided for in the exchanges of notes of October 8, 1962 and of October 7, 1963.

With regard to paragraph 4 of Article IV of the October 8, 1962 agreement, the Government of the United Arab Republic agrees to furnish at least quarterly 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. In addition, the Government of the United Arab Republic agrees to furnish at least quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished to assure that the program has not resulted in increased availability of the same or like commodities to other nations and (b) a statement showing progress made toward fulfilling commitments on usual marketings.

The Government of the United Arab Republic further agrees that the above statements will be accompanied by 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.

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your note in reply."

I have the honor to inform your Excellency that the terms of the foregoing note are acceptable to the Government of the United Arab Republic and that the Government of the United Arab Republic considers your Excellency's note and the present reply as constituting an Agreement between our two Governments on this subject, the Agreements to enter into force on today's date.

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

K. R. STINO

Dr. K. R. Stino
Deputy Prime Minister
for Supply & Internal Trade.

H. E. JOHN S. BADEAU
Ambassador of the
United States of America
Cairo, U.A.R.

PHILIPPINES

Agricultural Commodities

Agreement signed at Manila May 14, 1964;
Entered into force May 14, 1964.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA and THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

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

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

Considering that the purchase for Philippine pesos of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Philippine pesos accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Republic of the Philippines pursuant to Title I of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

ARTICLE I

SALES FOR PHILIPPINE PESOS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of the Philippines of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Philippine pesos, to purchasers authorized by the Government of the Republic of the Philippines, of the following agricultural commodity in the amount indicated:

Commodity	Export Market Value (millions)
Rice, milled	$9.9
Ocean transportation (est.)	1.5
Total	$11.4

2. Applications for purchase authorizations will be made immediately after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Philippine pesos accruing from such sale, and other relevant matters.

3. 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

USES OF PHILIPPINE PESOS

The Philippine pesos accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown:

A. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (s) of Section 104 of the Act, or under any of such subsections, 50 percent of the Philippine pesos accruing pursuant to this agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafer referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in the Republic of the Philippines incident thereto, 15 percent of the Philippine peso accruing pursuant to this agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in the Republic of the Philippines for business development and trade expansion in the Republic of the Philippines and to United States firms and Philippine firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of the Republic of the Philippines acting through the Central Bank of the Philippines (hereinafter referred to as CB). The Governor of the CB, or his designate, will act for the Government of the Republic of the Philippines and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform CB 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.

(4) When AID is prepared to act favorably upon an application, it will so notify CB and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in the Republic of the Philippines on comparable loans, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, CB will indicate to AID whether or not it has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from CB, it shall be understood that CB has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify CB.

(6) In the event the Philippine pesos set aside for loans under Section 104(e) of the Act are not advanced within 3 years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and CB, the Government of the

United States of America may use the Philippine pesos for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of the Republic of the Philippines under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of the Republic of the Philippines, as may be mutually agreed, 35 percent of the Philippine pesos accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Philippine pesos for loan purposes under Section 104(g) of the Act within 3 years from the date of this agreement, the Government of the United States of America may use the Philippine pesos for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF PHILIPPINE PESOS

1. The amount of Philippine pesos to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Philippine pesos as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Republic of the Philippines, or

(b) if more than one legal rate for foreign exchange transactions exist, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of the Republic of the Philippines.

2. Any refunds of Philippine pesos which may become due under this agreement will be made by the Government of the United States of America from funds available under this agreement. Any refunds of Philippine pesos which may be due or become due under any prior agreement under the Act for which undisbursed funds are no longer available in the accounts of the United States' disbursing officer in the Republic of the Philippines will be made by the Government of the United States of America from funds available under this agreement. Any refunds of Philippine pesos which may be due or become due under this agreement more than 2 years from the effective date of this agreement may, in the event that any subsequent agreement or agree-

ments should be signed by the two Governments under the Act, be made by the Government of the United States of America from funds available from the most recent agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the Republic of the Philippines will take all possible measures to prevent the resale 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, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of the Philippines will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and exports of the same or like commodities.

ARTICLE V

CONSULTATION

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

ARTICLE VI

ENTRY INTO FORCE

This agreement shall enter into force upon signature.

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

DONE at Manila, in duplicate this 14th day of May, 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

WILLIAM E. STEVENSON

William E. Stevenson
Ambassador Extraordinary & Plenipotentiary of the United States of America

FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES

LIBRADO D. CAYCO

Librado D. Cayco
Acting Secretary of Foreign Affairs of the Republic of the Philippines

[SEAL]

The American Ambassador to the Philippine Acting Secretary of Foreign Affairs

No. 909. MANILA, *May 14, 1964.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Sales Agreement signed today by representatives of our two Governments and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of the Republic of the Philippines agrees that it will procure and import with its own resources from the United States of America and/or countries friendly to it at least 225,000 metric tons of rice during calendar year 1964 in addition to purchases under the terms of the sales agreement. If deliveries extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time the request for extension of deliveries is made.

(2) With regard to paragraph 4 of Article IV of the Agreement, the Government of the Republic of the Philippines agrees to furnish quarterly 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, dis-

tributed locally, or if shipped, where shipped. In addition, the Government of the Republic of the Philippines agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

The Government of the Republic of the Philippines further agrees that the above statements will be accompanied by 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.

(3) It is understood that the rice included under the agreement is provided by the Government of the United States of America on the basis of assurances by the Government of the Republic of the Philippines that the Philippines will not decrease the total area devoted to rice production in the Philippines.

(4) The Government of the Republic of the Philippines will provide upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of pesos for purposes of section 104(a) of the Act, $228,000 or two percent of the pesos accruing under the agreement, whichever is greater, to finance agricultural market development activities in other countries; and for purposes of section 104(h) of the Act and for purposes of the Mutual Educational and Cultural Exchange Act of 1961, [1] up to $220,000 worth of pesos to finance educational and cultural exchange programs and activities in other countries.

(5) The Government of the United States of America may utilize Philippine pesos in the Republic of the Philippines to pay for international travel originating in the Republic of the Philippines, or originating outside the Republic of the Philippines when the travel (including connecting travel) is to or through the Republic of the Philippines, and for travel within the United States of America or other areas outside the Republic of the Philippines when the travel is part of a trip in which the traveler travels from, to, or through the Republic of the Philippines. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Philippine pesos may be utilized shall not be limited to services provided by the Republic of the Philippines' transportation facilities.

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your note in reply.

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

33-259 O-64-35

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

WILLIAM E. STEVENSON

His Excellency
LIBRADO D. CAYCO,
Acting Secretary of Foreign Affairs,
Manila.

The Philippine Acting Secretary of Foreign Affairs to the American Ambassador

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

MANILA, *May 14, 1964*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note of today's date which reads as follows:

"I have the honor to refer to the Agricultural Commodities Sales Agreement signed today by representatives of our two Governments and to inform you of my Government's understanding of the following:

"(1) In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of the Republic of the Philippines agrees that it will procure and import with its own resources from the United States of America and/or countries friendly to it at least 225,000 metric tons of rice during calendar year 1964 in addition to purchases under the terms of the sales agreement. If deliveries extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time the request for extension of deliveries is made.

"(2) With regard to paragraph 4 of Article IV of the Agreement, the Government of the Republic of the Philippines agrees to furnish quarterly 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. In addition, the Government of the Republic of the Philippines agrees to furnish

quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

"The Government of the Republic of the Philippines further agrees that the above statements will be accompanied by 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.

"(3) It is understood that the rice included under the agreement is provided by the Government of the United States of America on the basis of assurances by the Government of the Republic of the Philippines that the Philippines will not decrease the total area devoted to rice production in the Philippines.

"(4) The Government of the Republic of the Philippines will provide upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of pesos for purposes of section 104(a) of the Act, $228,000 or two percent of the pesos accruing under the agreement, whichever is greater, to finance agricultural market development activities in other countries; and for purposes of section 104(h) of the Act and for purposes of the Mutual Educational and Cultural Exchange Act of 1961, up to $220,000 worth of pesos to finance educational and cultural exchange programs and activities in other countries.

"(5) The Government of the United States of America may utilize Philippine pesos in the Republic of the Philippines to pay for international travel originating in the Republic of the Philippines, or originating outside the Republic of the Philippines when the travel (including connecting travel) is to or through the Republic of the Philippines, and for travel within the United States of America or other areas outside the Republic of the Philippines when the travel is part of a trip in which the traveler travels from, to, or through the Republic of the Philippines. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Philippine pesos may be utilized shall not be limited to services provided by the Republic of the Philippines' transportation facilities.

"It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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

I have further the honor to confirm the understanding stated in Your Excellency's Note on behalf of my Government.

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

LIBRADO D. CAYCO
Acting Secretary of Foreign Affairs

His Excellency
WILLIAM E. STEVENSON
Ambassador of the United States of America
Manila

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Trade: Cereals, Cereal Products, and By-products

Agreement effected by exchange of notes
Signed at London April 15, 1964;
Entered into force April 15, 1964.

The British Minister of State for Foreign Affairs to the American Ambassador

FOREIGN OFFICE, S.W. 1.

No. UES 1023/103 *April 15, 1964*

YOUR EXCELLENCY,

I should like to refer to previous exchanges and discussions between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as "the Government of the United Kingdom") and of the Government of the United States of America (hereinafter referred to as "the Government of the United States") regarding the changes which the Government of the United Kingdom propose to introduce in their production and trade policies relating to cereals. In framing their proposals the Government of the United Kingdom have had in mind their responsibility for maintaining conditions under which a stable and efficient agricultural industry in the United Kingdom can develop its prosperity and also their responsibility as one of the major importers of cereals in the world towards their overseas cereals suppliers.

2. The Government of the United Kingdom have also taken into account that they, and the Governments of other countries who are major importers and exporters of cereals, are at present taking part in discussions in the Cereals Group of the General Agreement on Tariffs and Trade [1] convened for the negotiation of appropriate international arrangements for cereals under the terms of the resolution of Ministers at the Ministerial Meeting of the General Agreement on Tariffs and Trade, 21st May, 1963. It was not the desire or intention of the Government of the United Kingdom to put forward proposals which might in any way hamper that work, but rather to introduce arrangements so designed as to further the main objectives which

[1] TIAS 1700; 61 Stat., pts. 5 and 6.

both the Government of the United Kingdom and the Government of the United States desire to achieve.

3. Our two Governments are agreed that these main objectives are that the world market for cereals should be improved through the establishment of a better and more economic balance between world supplies and commercial demand, and that to this end there should be the provision of acceptable conditions of access into world markets for cereals in the furtherance of a significant development and expansion of world trade in cereals. We are also agreed on the importance of the assurance of supplies of cereals, cereal products and by-products at equitable and stable prices; and of the creation of greater stability in the levels of international prices for them. These objectives should be sought in such ways as would take into account the interests both of producers and consumers and of importing and exporting countries.

4. Pending the conclusion of long-term international cereals arrangements, the Government of the United Kingdom have declared their intention of introducing adaptations into their existing cereals policy with the objectives of promoting greater stability in the United Kingdom cereals market, and of maintaining a fair and reasonable balance between home production and imports. This balance would be broadly based upon the present supplies to the United Kingdom market from domestic production on the one hand and cereals imports on the other, and as regards the future growth of the United Kingdom market would provide the opportunity for both domestic producers and overseas suppliers to share in this in a fair and reasonable way. The intentions of the Government of the United Kingdom with respect to the balance between domestic production and imports and the domestic guarantee arrangements for the year 1964–65 are set forth in paragraph 6 below. The balance for subsequent years will be reconsidered in the light of supply and marketing conditions, including the relative efficiency of suppliers, and changes therein, and to this end the Government of the United Kingdom shall consult with the Government of the United States and the Governments of other principal co-operating countries in accordance with the review procedure in paragraph 10.

5. The measures which the Government of the United Kingdom intend to introduce for securing the objectives in paragraph 4 above are: first, to restrain financial assistance so as to discourage the increase of domestic cereals production above a level consistent with these objectives, and second to operate, in co-operation with their principal overseas suppliers, a system of minimum import prices for the main cereals, cereal products, and by-products.

6. The Government of the United Kingdom have decided that any necessary restraint of financial assistance should be applied through the effective reduction of guaranteed prices by means of the price mechanisms described in the United Kingdom White Paper on the Annual Review for 1964–65. These mechanisms would in the case of

wheat start to operate when production exceeded 3.2 million tons and would operate fully when production exceeded 3.3 million tons and in the case of barley would start to operate when production exceeded 6.3 million tons and would operate fully when production exceeded 6.5 million tons. The range of wheat and barley production aimed at would therefore be from 9.5 to 9.8 million tons. Other cereals production, which is declining, is at present about 1.5 million tons. Total consumption of cereals (including wheat equivalent of flour) is expected to rise to 20.5 million tons in 1964–65 and to continue increasing thereafter. In accordance with the objectives in paragraph 4 above, the annual volume of imports of cereals (including wheat equivalent of flour) should, on average taking one year with another, increase above the present level of about 9 million tons as the United Kingdom market expands. On the basis of the above estimate of consumption, the volume of imports of cereals (including wheat equivalent of flour) in 1964–65 would, if domestic production did not exceed the ranges for wheat and barley stated above, be about 9.2 to 9.5 million tons. Changes in the above data shall be considered each year under the review procedure in paragraph 10 with a view to securing a fair and reasonable balance between home production and imports. It is the intention of the Government of the United Kingdom that changes in their domestic guarantee arrangements should be made as necessary so that these arrangements are effective for the purposes described in paragraph 4 above.

7. The Government of the United Kingdom, after consultation with the Government of the United States and other co-operating Governments, have advised the Government of the United States of the cereals, cereal products and by-products for which, subject to the approval of Parliament, it is proposed initially to specify minimum import prices, and these are set out in the attached agreed Annex. As regards the minimum import prices to be applied to the initial range of products the Government of the United Kingdom have consulted the Government of the United States and other co-operating Governments and it is understood that if the prices prescribed are as agreed, they will be acceptable to the Government of the United States. Any subsequent changes shall be a matter for joint consultation between the Government of the United Kingdom and the principal co-operating Governments, and as regards any changes which affect the particular interests of the Government of the United States, the Government of the United Kingdom shall seek the agreement of the Government of the United States. In addition, the Government of the United Kingdom shall not make any significant change in the general level of minimum import prices except after agreement with the Government of the United States and other principal co-operating Governments.

8. The Government of the United Kingdom shall take action to maintain the levels of the prescribed minimum import prices by such levies on imports as may be necessary for this purpose. Subject to your

confirmation of the willingness of the Government of the United States to co-operate in these arrangements, the Government of the United Kingdom shall exempt from levies all imports of products in the Attached Annex which originated in and were consigned from the United States of America to the United Kingdom except in the following circumstances:–

(i) When the general level of offering prices to the United Kingdom market from the United States of America for any product in the attached Annex is (after taking into account any customs duty chargeable) below the appropriate prescribed minimum import price for that product, the Government of the United Kingdom may, after notifying the Government of the United States, apply a levy generally equivalent to the difference between the two to that product for so long as such conditions make it necessary.

(ii) When an individual parcel of any product in the Annex originated in and was consigned from the United States of America to the United Kingdom and the price paid for that parcel, together with any customs duty chargeable and any levy applicable under sub-paragraph (i) above is less than the appropriate minimum price, a levy equal to the difference between the two may be applied.

In the circumstances described in sub-paragraphs (i) and (ii) above such levies may be applied by the Government of the United Kingdom notwithstanding their commitments to the Government of the United States with respect to the products listed in the Annex, as specified in Schedule XIX annexed to the General Agreement on Tariffs and Trade. It is also the intention of the Government of the United Kingdom that in the implementation of these arrangements suitable provision shall be made to avoid prejudice to normal trade practices of forward contracting.

9. The Government of the United Kingdom shall review the minimum import price arrangements before the beginning of each crop year commencing on the 1st July, or on request during a crop year, in consultation with the Government of the United States and other co-operating Governments.

10. The Government of the United Kingdom shall, not later than the beginning of December in each year, start to review in consultation with the Government of the United States and other principal co-operating Governments the extent to which the objectives set out in paragraphs 3 and 4 of this Note are, having regard to all relevant factors, being achieved.

11. If it is found as a result of a review of the minimum import price arrangements under paragraph 9 that they have resulted in an appreciable distortion of the pattern of trade in the products which this

Note covers between co-operating Governments supplying the United Kingdom and in consequence have damaged or threatened to damage the trade interests of the Government of the United States, the Government of the United Kingdom shall take effective corrective action in consultation with the Government of the United States and other co-operating Governments and in accordance with the procedures outlined in paragraph 7 to remedy the situation. In addition consultation will take place between the Government of the United Kingdom and co-operating Governments and if it is thereby found that the total imports of cereals (including the wheat equivalent of wheat flour) have shown or threaten to show an appreciable decline below the average volume of such imports during the three years preceding 1st July, 1964, and that this decline has taken place or threatens to take place because the changes outlined in paragraph 5 have failed to be effective for the purpose of maintaining that volume of imports, the Government of the United Kingdom shall take effective corrective action at the earliest practicable time to remedy the situation.

12. The Government of the United Kingdom believe that the introduction of the measures outlined in this Note for the purpose of attaining the objectives in paragraph 4 above would further the prospects of attaining the longer term objectives set out in paragraph 3 for the attainment of which the Government of the United Kingdom and the Government of the United States will be working. Accordingly, any arrangements contained in this Exchange of Notes shall be without prejudice to, and indeed are intended to facilitate the negotiation of, international cereals arrangements embodying more comprehensive commitments by all participating countries, whether importing or exporting. Moreover, it is understood that any measures taken as a result of this Exchange of Notes shall be terminated in so far as it is mutually agreed that they may be inconsistent with, or superseded by, the provisions of such later international arrangements to which both the Government of the United Kingdom and the Government of the United States are parties.

13. It is the intention of the Government of the United Kingdom so to operate the minimum import price system that it shall not result in an impairment of the benefits enjoyed by preferential suppliers from their existing preferences in the United Kingdom market. Moreover in the case of wheat flour it is the intention of the Government of the United Kingdom not to provide under minimum import price arrangements any additional advantages to millers in co-operating countries or in the United Kingdom. If it is found that either of these intentions is not fulfilled or threatens not to be fulfilled, the Government of the United Kingdom shall take effective corrective action after consultation with other co-operating Governments.

14. In the light of all these considerations it is the understanding of the Government of the United Kingdom that the Government of the

United States will co-operate so far as practicable in the operation and observance of minimum import prices prescribed for the products covered in the Annex to this Note subject to the understandings set out herein.

15. If the foregoing is acceptable to the Government of the United States, I have the honour to suggest that this Note, together with its Annex, and Your Excellency's reply to that effect, shall be regarded as constituting an agreement between the two Governments which shall enter into force on this day's date and shall be terminable in the circumstances envisaged in paragraph 12 or by either Government giving not less than four months' notice in writing to the other. Consultations regarding the operation of this agreement may be held at any time at the request of either Government.

I have the honour to be, with the highest consideration,
Your Excellency's obedient Servant,

DUNDEE

His Excellency
The Honourable
DAVID K. E. BRUCE, C.B.E.,
etc., etc., etc.,
Regents Park, N.W. 1.

ANNEX

COMMODITIES TO BE SPECIFIED

Tariff heading	Description
B.N. 10.01	Wheat and meslin.
B.N. 10.03	Barley.
B.N. 10.04	Oats.
Ex B.N. 10.05	Maize, other than sweet corn on the cob.
Ex B.N. 10.07	Grain sorghum.
Ex B.N. 11.01	Cereal flours other than rice flour.
Ex B.N. 11.02	Cereal groats, cereal meals, other worked cereals and germs of cereals other than:– (a) rice groats, rice meal, germ of rice and other worked rice, (b) blocked, pot and pearled barley.
Ex B.N. 23.02	Bran, sharps and other residues derived from the sifting, milling or working of cereals other than of rice, excluding the residues of leguminous vegetables.

The American Ambassador to the British Minister of State for Foreign Affairs

No. 51

LONDON, *April 15, 1964.*

MY LORD:

I have the honor to acknowledge the receipt of Your Lordship's Note No. UES 1023/103 of the 15th of April, 1964, which reads as follows:

"I should like to refer to previous exchanges and discussions between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as "the

Government of the United Kingdom") and of the Government of the United States of America (hereinafter referred to as "the Government of the United States") regarding the changes which the Government of the United Kingdom propose to introduce in their production and trade policies relating to cereals. In framing their proposals the Government of the United Kingdom have had in mind their responsibility for maintaining conditions under which a stable and efficient agricultural industry in the United Kingdom can develop its prosperity and also their responsibility as one of the major importers of cereals in the world towards their overseas cereals suppliers.

2. The Government of the United Kingdom have also taken into account that they, and the Governments of other countries who are major importers and exporters of cereals, are at present taking part in discussions in the Cereals Group of the General Agreement on Tariffs and Trade convened for the negotiation of appropriate international arrangements for cereals under the terms of the resolution of Ministers at the Ministerial Meeting of the General Agreement on Tariffs and Trade, 21st May, 1963. It was not the desire or intention of the Government of the United Kingdom to put forward proposals which might in any way hamper that work, but rather to introduce arrangements so designed as to further the main objectives which both the Government of the United Kingdom and the Government of the United States desire to achieve.

3. Our two Governments are agreed that these main objectives are that the world market for cereals should be improved through the establishment of a better and more economic balance between world supplies and commercial demand, and that to this end there should be the provision of acceptable conditions of access into world markets for cereals in the furtherance of a significant development and expansion of world trade in cereals. We are also agreed on the importance of the assurance of supplies of cereals, cereal products and by-products at equitable and stable prices; and of the creation of greater stability in the levels of international prices for them. These objectives should be sought in such ways as would take into account the interests both of producers and consumers and of importing and exporting countries.

4. Pending the conclusion of long-term international cereals arrangements, the Government of the United Kingdom have declared their intention of introducing adaptations into their existing cereals policy with the objectives of promoting greater stability in the United Kingdom cereals market, and of maintaining a fair and reasonable balance between home production and imports. This balance would be broadly based upon the present supplies to the United Kingdom market from domestic production on the one hand and cereals imports on the other, and as regards the future growth of the United Kingdom market would provide the opportunity for both domestic producers and overseas suppliers to share in this in a fair and reasonable way. The intentions

of the Government of the United Kingdom with respect to the balance between domestic production and imports and the domestic guarantee arrangements for the year 1964–65 are set forth in paragraph 6 below. The balance for subsequent years will be reconsidered in the light of supply and marketing conditions, including the relative efficiency of suppliers, and changes therein, and to this end the Government of the United Kingdom shall consult with the Government of the United States and the Governments of other principal co-operating countries in accordance with the review procedure in paragraph 10.

5. The measures which the Government of the United Kingdom intend to introduce for securing the objectives in paragraph 4 above are: first, to restrain financial assistance so as to discourage the increase of domestic cereals production above a level consistent with these objectives, and second to operate, in co-operation with their principal overseas suppliers, a system of minimum import prices for the main cereals, cereal products, and by-products.

6. The Government of the United Kingdom have decided that any necessary restraint of financial assistance should be applied through the effective reduction of guaranteed prices by means of the price mechanisms described in the United Kingdom White Paper on the Annual Review for 1964–65. These mechanisms would in the case of wheat start to operate when production exceeded 3.2 million tons and would operate fully when production exceeded 3.3 million tons and in the case of barley would start to operate when production exceeded 6.3 million tons and would operate fully when production exceeded 6.5 million tons. The range of wheat and barley production aimed at would therefore be from 9.5 to 9.8 million tons. Other cereals production, which is declining, is at present about 1.5 million tons. Total consumption of cereals (including wheat equivalent of flour) is expected to rise to 20.5 million tons in 1964–65 and to continue increasing thereafter. In accordance with the objectives in paragraph 4 above, the annual volume of imports of cereals (including wheat equivalent of flour) should, on average taking one year with another, increase above the present level of about 9 million tons as the United Kingdom market expands. On the basis of the above estimate of consumption, the volume of imports of cereals (including wheat equivalent of flour) in 1964–65 would, if domestic production did not exceed the ranges for wheat and barley stated above, be about 9.2 to 9.5 million tons. Changes in the above data shall be considered each year under the review procedure in paragraph 10 with a view to securing a fair and reasonable balance between home production and imports. It is the intention of the Government of the United Kingdom that changes in their domestic guarantee arrangements should be made as necessary so that these arrangements are effective for the purposes described in paragraph 4 above.

7. The Government of the United Kingdom, after consultation with the Government of the United States and other co-operating Govern-

ments, have advised the Government of the United States of the cereals, cereal products and by-products for which, subject to the approval of Parliament, it is proposed initially to specify minimum import prices, and these are set out in the attached agreed Annex. As regards the minimum import prices to be applied to the initial range of products the Government of the United Kingdom have consulted the Government of the United States and other co-operating Governments and it is understood that if the prices prescribed are as agreed, they will be acceptable to the Government of the United States. Any subsequent changes shall be a matter for joint consultation between the Government of the United Kingdom and the principal co-operating Governments, and as regards any changes which affect the particular interests of the Government of the United States, the Government of the United Kingdom shall seek the agreement of the Government of the United States. In addition, the Government of the United Kingdom shall not make any significant change in the general level of minimum import prices except after agreement with the Government of the United States and other principal co-operating Governments.

8. The Government of the United Kingdom shall take action to maintain the levels of the prescribed minimum import prices by such levies on imports as may be necessary for this purpose. Subject to your confirmation of the willingness of the Government of the United States to co-operate in these arrangements, the Government of the United Kingdom shall exempt from levies all imports of products in the attached Annex which originated in and were consigned from the United States of America to the United Kingdom except in the following circumstances:–

(i) When the general level of offering prices to the United Kingdom market from the United States of America for any product in the attached Annex is (after taking into account any customs duty chargeable) below the appropriate prescribed minimum import price for that product, the Government of the United Kingdom may, after notifying the Government of the United States, apply a levy generally equivalent to the difference between the two to that product for so long as such conditions make it necessary.

(ii) When an individual parcel of any product in the Annex originated in and was consigned from the United States of America to the United Kingdom and the price paid for that parcel, together with any customs duty chargeable and any levy applicable under sub-paragraph (i) above is less than the appropriate minimum price, a levy equal to the difference between the two may be applied.

In the circumstances described in sub-paragraphs (i) and (ii) above such levies may be applied by the Government of the United Kingdom notwithstanding their commitments to the Government of the United

States with respect to the products listed in the Annex, as specified in Schedule XIX annexed to the General Agreement on Tariffs and Trade. It is also the intention of the Government of the United Kingdom that in the implementation of these arrangements suitable provision shall be made to avoid prejudice to normal trade practices of forward contracting.

9. The Government of the United Kingdom shall review the minimum import price arrangements before the beginning of each crop year commencing on the 1st July, or on request during a crop year, in consultation with the Government of the United States and other co-operating Governments.

10. The Government of the United Kingdom shall, not later than the beginning of December in each year, start to review in consultation with the Government of the United States and other principal co-operating Governments the extent to which the objectives set out in paragraphs 3 and 4 of this Note are, having regard to all relevant factors, being achieved.

11. If it is found as a result of a review of the minimum import price arrangements under paragraph 9 that they have resulted in an appreciable distortion of the pattern of trade in the products which this Note covers between co-operating Governments supplying the United Kingdom and in consequence have damaged or threaten to damage the trade interests of the Government of the United States, the Government of the United Kingdom shall take effective corrective action in consultation with the Government of the United States and other co-operating Governments and in accordance with the procedures outlined in paragraph 7 to remedy the situation. In addition, consultation will take place between the Government of the United Kingdom and co-operating Governments and if it is thereby found that the total imports of cereals (including the wheat equivalent of wheat flour) have shown or threaten to show an appreciable decline below the average volume of such imports during the three years preceding 1st July, 1964, and that this decline has taken place or threatens to take place because the changes outlined in paragraph 5 have failed to be effective for the purpose of maintaining that volume of imports, the Government of the United Kingdom shall take effective corrective action at the earliest practicable time to remedy the situation.

12. The Government of the United Kingdom believe that the introduction of the measures outlined in this Note for the purpose of attaining the objectives in paragraph 4 above would further the prospects of attaining the longer term objectives set out in paragraph 3 for the attainment of which the Government of the United Kingdom and the Government of the United States will be working. Accordingly, any arrangements contained in this Exchange of Notes shall be without prejudice to, and indeed are intended to facilitate the negotiation of, international cereals arrangements embodying more comprehensive commitments by all participating countries, whether importing or

exporting. Moreover, it is understood that any measures taken as a result of this Exchange of Notes shall be terminated in so far as it is mutually agreed that they may be inconsistent with, or superseded by, the provisions of such later international arrangements to which both the Government of the United Kingdom and the Government of the United States are parties.

13. It is the intention of the Government of the United Kingdom so to operate the minimum import price system that it shall not result in an impairment of the benefits enjoyed by preferential suppliers from their existing preferences in the United Kingdom market. Moreover in the case of wheat flour it is the intention of the Government of the United Kingdom not to provide under minimum import price arrangements any additional advantages to millers in co-operating countries or in the United Kingdom. If it is found that either of these intentions is not fulfilled or threatens not to be fulfilled, the Government of the United Kingdom shall take effective corrective action after consultation with other co-operating Governments.

14. In the light of all these considerations it is the understanding of the Government of the United Kingdom that the Government of the United States will co-operate so far as practicable in the operation and observance of minimum import prices prescribed for the products covered in the Annex to this Note subject to the understandings set out herein.

15. If the foregoing is acceptable to the Government of the United States, I have the honour to suggest that this Note, together with its Annex, and Your Excellency's reply to that effect, shall be regarded as constituting an agreement between the two Governments which shall enter into force on this day's date and shall be terminable in the circumstances envisaged in paragraph 12 or by either Government giving not less than four months' notice in writing to the other. Consultations regarding the operation of this agreement may be held at any time at the request of either Government.

ANNEX

COMMODITIES TO BE SPECIFIED

Tariff heading	Description
B.N. 10.01	Wheat and meslin.
B.N. 10.03	Barley.
B.N. 10.04	Oats.
Ex B.N. 10.05	Maize other than sweet corn on the cob.
Ex B.N. 10.07	Grain sorghum.
Ex B.N. 11.01	Cereal flours other than rice flour.
Ex B.N. 11.02	Cereal groats, cereal meals, other worked cereals and germs of cereals other than:– (a) rice groats, rice meal, germ of rice and other worked rice; (b) blocked, pot and pearled barley.
Ex B.N. 23.02	Bran, sharps and other residues derived from the sifting, milling or working of cereals other than of rice, and excluding the residues of leguminous vegetables."

In reply, I have the honor to inform you that the foregoing is acceptable to the Government of the United States of America, who therefore regard Your Lordship's Note, together with its Annex, and this Reply as constituting an Agreement between the two Governments in this matter which shall enter into force on this day's date and shall be terminable in the circumstances envisaged in paragraph 12 of Your Lordship's Note of the 15th of April, 1964, or by either Government giving not less than four months' notice in writing to the other.

Accept, My Lord, the renewed assurances of my highest consideration.

DAVID K. E. BRUCE

The Right Honorable
THE EARL OF DUNDEE, J.P., D.L., LL.D.
Minister of State for Foreign Affairs,
London.

TIAS 5581

33-259 O-64-36

UNION OF SOVIET SOCIALIST REPUBLICS

Cultural Relations: Exchanges in the Scientific, Technical, Educational, Cultural and Other Fields in 1964–1965

Agreement signed at Moscow February 22, 1964;
Entered into force February 22, 1964, with effect from January 1, 1964.
With annexes.

AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND THE
UNION OF SOVIET SOCIALIST REPUBLICS
ON EXCHANGES IN THE
SCIENTIFIC, TECHNICAL, EDUCATIONAL, CULTURAL AND OTHER FIELDS
IN 1964-1965

By agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics, delegations headed on the United States side by Foy D. Kohler, Ambassador Extraordinary and Plenipotentiary of the United States of America to the Union of Soviet Socialist Republics, and on the Soviet side by S. K. Romanovsky, Chairman of the State Committee of the Council of Ministers of the U.S.S.R. for Cultural Relations with Foreign Countries, conducted negotiations in Moscow from January 7 to February 22, 1964, with regard to exchanges between the United States of America and the Union of Soviet Socialist Republics in the scientific, technical, educational, cultural and other fields in 1964-1965. Attaching great importance to the continuance and development of exchanges in the above-mentioned fields, the United States and the Soviet Union have agreed to provide during 1964-1965 for the exchanges which are set forth in the following Sections of the present Agreement, in the hope that these exchanges will contribute significantly to the strengthening of cooperation and mutual understanding between the peoples and to the betterment of relations between the two countries.

SECTION I

General

(1) The exchanges and visits provided for herein shall be subject to the Constitution and applicable laws and regulations in force in the respective countries.

(2) Both Parties, desirous of having the exchanges and visits between them take place under favorable conditions and without delay, agree that:

(a) The programs, lengths of stay, dates of arrival, financial and

transportation arrangements and other details of the exchanges and visits provided for in this Agreement, except as otherwise herein stated, shall be agreed upon, as a rule, not less than thirty days in advance through diplomatic channels or between appropriate organizations requested by the Parties to carry out these exchanges;

(b) Applications for visas for members of delegations, groups or individuals shall be submitted, as a rule, not less than twenty days before the estimated time of departure;

(c) Each of the Parties, at its discretion, shall have the right to include in delegations interpreters or members of its Embassy, who shall be considered as within the agreed total membership of such delegations;

(d) Unless otherwise provided for in this Agreement, and except where other specific arrangements have been mutually agreed upon, visiting delegations and individual visitors under the Agreement shall arrange to pay their own expenses, including international travel, internal travel and direct costs of maintenance in the receiving country.

(3) The exchanges and visits enumerated in the following Sections are not intended to be exclusive of other visits and exchanges which may be arranged by the two countries or undertaken by their organizations or private citizens, it being understood that arrangements for additional visits and exchanges, as appropriate, will be facilitated by prior agreement through diplomatic channels or between appropriate organizations.

SECTION II

Scientific Exchanges

(1) Both Parties will take all appropriate measures in order to encourage and achieve the fulfillment of:

(a) The Agreement between the National Academy of Sciences of the United States and the Academy of Sciences of the U.S.S.R., a copy of which is appended to this Agreement as Annex No. I;[1]

(b) The Agreement between the American Council of Learned Societies and

[1] *Post*, p. 608.

the Academy of Sciences of the U.S.S.R., a copy of which is appended to this Agreement as Annex No. II;[1] and

(c) The Memorandum on cooperation in the field of utilization of atomic energy for peaceful purposes between the U. S. Atomic Energy Commission and the State Committee on the Utilization of Atomic Energy of the U.S.S.R., a copy of which is appended to this Agreement as Annex No. III.[2]

(2) Both Parties agree that additional scientific visits or exchanges may be agreed upon through diplomatic channels, between the above-mentioned organizations or between other appropriate organizations whose participation in these additional visits and exchanges is approved by the Parties.

Such visits or exchanges, whether for the purpose of participating in scientific meetings, exchangea of experience, conducting studies or delivering lectures, shall take place as far as possible on a reciprocal basis.

SECTION III

Exchanges in the Fields of Technology, Scientific-Technical Research, Industry, Transport and Construction

Both Parties agree to provide for exchanges of delegations of five to six persons, which number may be increased by mutual agreement, for periods of three to four weeks for the purpose of familiarization and exchange of experience in the following fields:

(1) Oceanography: Visits to institutes and laboratories for the study of oceanographic research techniques and their application to current research problems;

(2) Petroleum Geophysics: Study of geophysical methods and equipment used for oil and gas exploration and prospecting, including visits to laboratories and oil fields;

(3) Metallurgy: Smelting of ferrous metals, production of hot and cold rolled steel, pipes and metal products and products of heat-resisting alloys, including visits to research centers for study of scientific methods in the metallurgical industry and thermo-mechanical processing;

[1] *Post*, p. 621.
[2] *Post*, p. 631.

(4) Ore-enriching and Metallurgical Equipment: Organization of production of spare parts and system of maintenance and repair of ore-enriching and metallurgical equipment;

(5) Aluminum Industry: Production of aluminum and its alloys, mechanization and automation of the electrolysis process, mining and processing of aluminous ores (bauxite and nephaline) and manufacture of alumina;

(6) Machine Tools: Production and use of metal-cutting machine tools, including programming control, as well as study of research and development of metal-cutting machine tools;

(7) Industrial Standards and Norms: Study of methods of establishing standards and norms in industrial production, visits to industries and laboratories to observe the application of standards and norms to industrial production;

(8) Plastics: Study of plastic materials, discussion and observation of developments in fabricating techniques, observation of processing of raw materials, and the use of plastics in manufactured goods and construction;

(9) Chemical Fertilizer Industry: Study of design, construction and operation of chemical fertilizer production facilities, including liquid fertilizers;

(10) Production and Use of Reinforced Concrete: Design, production, and use of prestressed and reinforced concrete products, including prestressed and reinforced concrete pipe; and use of prestressed, prefabricated and reinforced concrete in construction of multistory residential and commercial buildings;

(11) Urban Planning and Development: Modern methods and techniques used in the planning of urban areas, planning and development of residential, industrial and commercial areas, social and cultural centers and recreation areas;

(12) Textiles: New methods of spinning, weaving and finishing of textiles from natural and synthetic fibers, including production of non-woven textiles;

(13) Fisheries: Catching, processing, marketing of fish and fisheries products; boat operations, landing, freezing, smoking, curing, filleting, canning and reduction of fish and fisheries products;

(14) Centralized Heating: Study of operation of large, centralized heating

systems, including visits to combination power and heating plants supplying heat and hot water to groups of buildings (for the United States);

Production of Foodstuffs: Study of production of foodstuffs made from corn, potatoes and other raw materials, including cornstarch, syrup, glucose, canned sugar corn, dry cereals, popcorn and corn sticks (for the Soviet Union);

(15) Organization of Production and Management: Study of the organization of production and management of industrial enterprises, system of training of management personnel, and progressive methods of organization of engineering in industrial production;

(16) Scientific and Technical Information: Study of the organization of scientific and technical information, systems of retrieving and making available such information, and library systems, including visits to information centers and special libraries engaged in work in this field;

(17) Accounting Techniques: Study of the theory and practice of accounting in enterprises and institutions, techniques of processing accounting information, use of calculating and computing machines for the processing of accounting, financial and statistical data;

(18) Labor and Wages: Organization and fixing of norms of labor, organization of wage systems, incentives and wage differential systems;

(19) Pharmaceuticals: Study of the production of vitamins, antibiotics, amino acids and other pharmaceutical products from waste of alcohol industry and other raw materials.

SECTION IV

Exchanges in the Field of Agriculture

(1) Both Parties agree to provide for exchanges of delegations of specialists in agriculture, each consisting of up to six persons for a period of 30 days:

For the United States:

(a) Production of Oil Seeds and Feed Grains and Related Primary Processing and Marketing: Study of cotton, cotton seed, other oil seeds and feed grains crops, with particular emphasis upon production methods, handling and

primary processing for feed and related distribution or marketing system (1964).

(b) Poultry Production, Processing and Marketing: Study of poultry methods, various processing facilities, and the marketing and distribution system for poultry products (1965).

For the Soviet Union:

(a) The introduction of chemical processes into agricultural production, scientific research work in this field, new kinds of mineral fertilizers and toxic chemicals, standards and mechanization of the application of fertilizers, transport from distributor to farm and on-farm storage (1964).

(b) Automation of Agricultural Production: Automation of the post-harvest processing and storage of grain, including drying, ventilation, cleaning, sorting and chemical treatment of grain, automation of processes on livestock farms including feeding of cattle and poultry (1965).

(2) Both Parties agree to provide for exchanges of agricultural scientists and specialists in the following fields:

For the United States:

(a) Research in sunflower production (one scientist for four months in 1965);

(b) Sugar beet research, particularly study of varieties resistant to leaf spot and other diseases (one specialist for two months in 1964);

(c) Soil conservation (three scientists for one month in 1964);

(d) Study of parasites, predators, and insect diseases which may be used to attack noxious insects (one entomologist for six months in 1964);

(e) Study of insects which attack weeds for the purpose of obtaining certain insect species for use in controlling noxious weeds (one entomologist for six months in 1965);

(f) Collection of plant plasm (two plant breeders for six months in 1965);

(g) Familiarization with crops research in plant breeding together with

visits to introduction stations; also the discussion of problems of continuing plant exchanges and planning the collection of plant plasm (one specialist for three months in 1964);

(h) Laboratory grading, testing and quality testing of grain. Transportation, storage, handling and marketing of grain (four specialists for one month in 1964).

For the Soviet Union:

(a) Familiarization with methods of mass analyses of residual quantities of toxic chemicals in plant production (one person for two months in 1965);

(b) Problems of combatting cotton wilt disease (biological and chemical) and methods of developing wilt-resistant strains of cotton (two persons for four months in 1964);

(c) Study of the formulation of scientific-research work on the application of mathematical methods in agricultural economic research (one person for two months in 1965);

(d) Study of biological methods of agricultural crop protection from pests (one person for six months in 1964);

(e) New methods of agricultural pest control by breeding and radioactive treatment in the production of sterile males (one person for four months in 1964);

(f) Collection of seeds of cultivated and wild plants and plant samples for selection purposes (two persons for six months in 1965);

(g) Methods of purification of viruses: Genetics of viruses, the biochemical structure and biological properties of viruses of animals (one person for four months in 1964);

(h) Receipt, preliminary processing and transport of grain. System of laboratory appraisal of grain quality at receipt from producer and principles of grain classification (two persons for two months in 1965).

Each Soviet specialist or specialist group will be paired with a United States specialist or specialist group bearing the corresponding list order. The final

implementation of paired exchange will be contingent upon the designation of mutually acceptable programs and itineraries.

In the event they are needed, interpreters will be included in the number of man-months established for each agreed upon exchange.

(3) Both Parties agree to encourage the cooperation of appropriate organizations on questions of combatting diseases common to man and animals through the exchange of scientific workers as well as through the conduct of joint scientific research.

SECTION V

Cooperation in the Field of Public Health and the Medical Sciences

(1) Both Parties reaffirm their interest in intensifying the fight against serious diseases and express their agreement to contribute to the further development of contacts and cooperation between the American and Soviet scientific institutions engaged in studying the problems of cancer, cardiovascular diseases, rheumatic diseases, virus diseases, including poliomyelitis, and other important problems of medicine.

Details of specific exchanges shall be agreed upon by direct negotiations between the U. S. Public Health Service and the U.S.S.R. Ministry of Health.

(2) The U. S. Public Health Service and the U.S.S.R. Ministry of Health will facilitate continued cooperation between the following scientific research organizations and other mutually agreed upon research organizations of the United States and the Soviet Union:

(a) For the United States side, the National Cancer Institute, and through it other United States scientific institutions engaged in the study of cancer; for the Soviet side, the Institute of Experimental and Clinical Oncology of the Academy of Medical Sciences of the U.S.S.R. and through it other Soviet oncological institutes;

(b) For the United States side, the National Institutes of Health, and through it other United States scientific institutions engaged in the study of infectious diseases and virus diseases, including poliomyelitis; for the Soviet

side, the Academy of Medical Sciences of the U.S.S.R., and through it other Soviet scientific institutions engaged in the study of infectious diseases and virus diseases, including poliomyelitis;

(c) For the United States side, the National Heart Institute and the National Institute of Arthritis and Metabolic Diseases, and through them other United States scientific institutions engaged in the study of cardiovascular diseases and rheumatic diseases; for the Soviet side, the Institute of Therapy of the Academy of Medical Sciences of the U.S.S.R. and the Institute of Rheumatism of the Academy of Medical Sciences of the U.S.S.R., and through them other Soviet scientific institutions engaged in the study of cardiovascular diseases and rheumatic diseases.

Conditions of ensuring contacts will be agreed upon separately by representatives of the aforementioned organizations.

Both Parties will assist the aforementioned institutions in exchanging plans for scientific research studies and information on research studies completed, as well as in organizing joint scientific studies, in exchanging specialists and in participating in joint scientific sessions to be convened by the aforementioned institutes, the U. S. Public Health Service and the U.S.S.R. Ministry of Health in the United States and the Soviet Union alternately.

In 1964 such sessions shall be held:

In the United States:

(i) On cardiovascular diseases;

(ii) On virology.

In the Soviet Union:

(i) On rheumatism;

(ii) On oncology.

The number of specialists taking part in these sessions, the periods of stay and the joint scientific sessions for 1965 and their themes will be subsequently agreed to.

(3) Both Parties will provide for an exchange of six delegations of three to

six persons each, for periods of three to four weeks.

United States delegations will study the results attained in the following fields in the Soviet Union:

(a) Problems of health in the Arctic;

(b) Urban health planning (Air pollution, water pollution, solid wastes disposal);

(c) Medical information;

(d) Hemorrhagic fevers;

(e) Maternal and child health services;

(f) Hospital systems planning.

Soviet delegations will study the results attained in the following fields in the United States:

(a) Scientific research in the field of genetics;

(b) Organization of medical and public health services in Alaska, including preventive and specialist services and sanitation;

(c) Study of kidney pathology and virus diseases of children;

(d) Urban health planning (Air pollution, water pollution, solid wastes disposal);

(e) Allergy;

(f) Antibiotics.

(4) Both Parties will exchange specialists, not to exceed 25 persons, for the purpose of studying the work of medical scientific research institutes and establishments of the United States and the Soviet Union, exchanging experience and conducting joint research studies. The length of individual exchanges shall not exceed six months, unless otherwise agreed to by the Parties, while the total volume of exchanges shall amount to no more than 100 man-months from each side over a period of two years.

It is understood that specialists of each side visiting for a period of more than one month should have a command of the basic language of the country of stay at the level required for fulfillment of their programs.

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(5) Both Parties will facilitate the publication of studies of United States researchers in Soviet medical journals and of studies of Soviet researchers in United States medical journals on the most important problems in medical science.

(6) Both Parties will facilitate the further development of exchanges of medical journals and books between United States and Soviet libraries and institutions.

SECTION VI

Educational Exchanges

Both Parties agree to provide for further exchanges in the field of education. The participants in these exchanges will be students, graduate students, young instructors, researchers and professors who will be sent and received, respectively, by the sides for study, post-graduate work, study of the English and Russian languages respectively, research, lecturing and familiarization by mutual agreement with subjects of interest in the field of education.

Both Parties agree to provide for appropriate conditions necessary for the fulfillment of mutually-agreed programs, including the use of scholarly and scientific materials and, where appropriate and possible, work in laboratories and archives, and also contacts with scholars of scientific institutions outside the system of higher educational establishments.

The exchanges provided for in Paragraphs (1), (2) and (3) of this Section will be implemented on the United States side by the Inter-University Committee on Travel Grants and on the Soviet side by the Ministry of Higher and Specialized Secondary Education of the U.S.S.R., hereinafter referred to in this Section and its Annex as "the Committee" and "the Ministry".

(1) Both Parties agree to provide for the universities and other institutions of higher learning in their countries to receive students, graduate students, and young researchers and instructors for study and post-graduate work: up to 40 persons in the 1964-1965 academic year and 40-55 persons in the 1965-1966 academic year. The exact number for the 1965-1966 academic year will be subsequently agreed upon by the Committee and the Ministry.

The usual period of stay in the receiving country for the participants in this exchange will be nine months beginning with the opening of the academic year. Shorter or longer periods of stay may be provided for individual participants by agreement between the Committee and the Ministry.

The provisions of Paragraphs (1) - (4) of the Annex [1] to this Section apply to the said exchanges.

(2) Both Parties agree to provide for exchanges of groups of language teachers and language specialists, working in educational institutions, for the study and mastery of the English and Russian languages, respectively, at ten-week courses to which each side will send up to 25 persons annually during the summers of 1964 and 1965.

The provisions of Paragraph (5) of the Annex [1] to this Section apply to the said exchanges.

(3) Both Parties agree to provide for an exchange of professors and instructors of universities and other institutions of higher learning during the academic years 1964-1965 and 1965-1966:

(a) Of up to 20 persons annually from each side, with a possible period of stay of participants of up to seven months for the purpose of conducting scholarly research, the total volume of exchanges not to exceed 40 man-months from each side during the 1964-1965 academic year and 60 man-months from each side during the 1965-1966 academic year;

(b) Of up to 10 persons annually from each side for periods of up to six weeks for lecturing and conducting seminars and consultations.

The provisions of Paragraphs (6) - (8) of the Annex [1] to this Section apply to the said exchanges.

(4) Both Parties agree to provide for the exchange of the following specialists in the field of education:

For the United States:

(a) A delegation to study practice in the admission and selection of students and testing of knowledge in educational institutions from primary up

[1] *Post*, p. 577-579.

to and including higher schools (four persons for three weeks);

(b) A delegation to study the content of science, mathematics and technical education, and to observe teaching in these fields at secondary and higher levels (four persons for four weeks);

(c) A delegation to study research and practice in programmed learning and the use of technical facilities in the educational process (four persons for three weeks);

(d) A delegation to study formal and informal education at primary and secondary levels of the mentally and physically handicapped, and also materials and research in this field (three-five persons for three weeks).

For the Soviet Union:

(a) A delegation for familiarization with the organization of work of pupils outside the classroom and of children's recreation (four persons for three weeks);

(b) A delegation for the study of the organization of higher and specialized secondary education by correspondence (four persons for four weeks);

(c) A delegation to study research and practice in programmed learning and the use of technical facilities in the educational process (four persons for three weeks);

(d) A delegation of instructors for familiarization with the organization and methodology of instruction in institutions for musical education (three-five persons for three weeks).

(5) Both Parties agree to encourage the exchange by appropriate organizations of materials in the field of education: textbooks, syllabi, curricula, materials on methodology, children's literature, slides, samples of teaching instruments, visual aids and other educational and teaching materials of interest to one side or the other.

SECTION VII

Exchanges in Performing Arts

(1) Both Parties undertake to encourage and support an increase, on a reciprocal basis, in the number of performing arts appearances of theatrical, musical, choral and choreographic groups, orchestras and individual artists.

(2) Both Parties agree to facilitate the tours of at least five major performing arts attractions from each side for the calendar years 1964 and 1965.

For the United States:

(a) Oberlin College Choir;

(b) "Holiday on Ice";

(c) "Pro Musica" Chamber Orchestra;

(d) Cleveland Symphony Orchestra.

For the Soviet Union:

(a) Ballet of the Leningrad Kirov Theater of Opera and Ballet;

(b) Moscow Philharmonic Orchestra;

(c) "Raduga" variety dance group;

(d) Moscow Art Theater.

Both Parties agree to provide for additional attractions in accordance with the provisions of Paragraph (3).

(3) Commercial contracts which are mutually acceptable to both Parties will be concluded between impresarios or other financially responsible organizations on the United States side and concert organizations on the Soviet side well in advance and, where applicable, at least nine months before the beginning of the tours. The detailed conditions of the above exchanges will be agreed upon between the same organizations or impresarios. Each Party will try to satisfy, whenever possible, the wishes of the other Party concerning the timing and duration of the tours, as well as the number of cities to be visited.

(4) Both Parties will provide for the tours of up to twenty individual performers from each side during the calendar years 1964 and 1965. The suggestions for tours of these individual performers may be made by impresarios or other

financially responsible organizations on the United States side and concert organizations on the Soviet side.

(5) In the event of additional, mutually acceptable exchanges and tours in the field of the performing arts, the provisions of Paragraph (3) or Paragraph (4) will apply.

SECTION VIII

Exchanges in the Field of Cinematography and the Motion Picture Industry

For the purpose of facilitating the development of exchanges in the field of cinematography and the motion picture industry, both Parties have agreed upon the following:

(1) Both Parties agree that the Standing Committee on Cooperation in the Field of Cinematography will continue its activities in 1964-1965 and review problems which may arise in connection with the implementation of the provisions of the present Section. The Standing Committee will meet by mutual agreement, alternately in Washington and Moscow, and it is considered desirable that it meet at least once each year. As appropriate, each side may invite additional experts active in the field of cinematography and the motion picture industry to participate as advisers.

(2) Both Parties agree to encourage practical measures for the increase of the sale and purchase of motion pictures of the film industries of their respective countries on the principle of equality and on mutually acceptable financial terms. Equal opportunity for the sale and purchase of motion pictures by the film industries or appropriate organizations of both countries will be provided in accordance with this Agreement. To this end, Sovexportfilm and representatives of the motion picture industry of the United States approved by the Department of State will enter into contact for the sale and purchase of films mutually acceptable to the Parties during the period of this Agreement. Both Parties agree to encourage the widest possible distribution of these films.

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(3) Both Parties agree to encourage the holding by appropriate organizations, if possible and on the basis of reciprocity, of one film premiere annually in each country from among the films purchased. Appropriate delegations to these premieres may be exchanged.

(4) Both Parties agree to encourage the expansion of the exchange of documentary films in the fields of science, culture, technology, education, and other fields, in accordance with lists to be mutually agreed upon between the two Parties. It is understood that each side will provide for the distribution of the acquired films in its country.

(5) Both Parties will continue to study the possibilities of arranging for the joint production of entertainment, popular science, and educational shorts and feature-length films. The content of the films, as well as the companies or film studios involved in their production, will be mutually agreed upon by the two Parties.

(6) Both Parties agree to provide for exchanges of delegations of creative and technical specialists, preferably one each year, for the purpose of becoming acquainted with the film industry of the other side (three to four persons for three weeks).

(7) Both Parties, when requested by individuals and organizations of their respective countries, agree to discuss other film proposals, and to assist, as may be mutually agreed, in the exchange of scientific, cultural, technical and educational films produced by film organizations or in the custody of film museums and other film institutions in each country.

SECTION IX

Exchanges in the Fields of Publications, Exhibits, Radio and Television

For the purpose of facilitating the development of exchange of information between the two countries in the fields of printed materials, exhibits, radio and television, both Parties have agreed on the following:

(1) Publications

(a) Both Parties agree to render practical assistance for the successful distribution of the magazines "Amerika" in the Soviet Union and "USSR" in the United States on the basis of reciprocity and to hold meetings as necessary in order to find ways to increase the circulation of these magazines. It is understood that any increase in circulation will be carried out simultaneously and in stages by agreement of both Parties with due regard for the level of actual distribution of the magazines.

(b) Both Parties agree to encourage the exchange of books, magazines, newspapers and other publications devoted to scientific, technical, cultural, and general educational subjects between the libraries, universities and other organizations of each country, and also through commercial channels.

(c) Both Parties will encourage individual and group exchanges and visits of journalists, editors and publishers, as well as their participation in appropriate professional meetings and conferences.

(2) Exhibits

(a) Both Parties agree to exchange three circulating exhibits during the period covered by this Agreement.

The subjects of the United States exhibits in the Soviet Union will be:

(i) Communications;

(ii) Architecture;

(iii) Hand Tools.

The subjects of the Soviet exhibits in the United States will be:

(i) Conquest of Space;

(ii) Children's Creative Activities;

(iii) Public Health.

Each exhibit will be shown in three cities for a period of three to four weeks in each city. Both Parties will discuss in a preliminary fashion the nature and general content of each exhibit and will acquaint each other about the exhibits before their official opening, in particular through the

mutual exchange of catalogues, prospectuses and other information pertinent to the exhibits.

Other conditions for conducting the exhibits (dates, premises, number of personnel, financial terms, etc.) shall also be subject to agreement by both Parties. Discussions on these matters will begin between the representatives of both Parties before April 1, 1964.

(b) Other exhibits, as well as participation in national exhibits which take place in either country during 1964-1965, shall be determined by mutual agreement.

(3) Radio and Television

(a) Both Parties agree to promote the carrying out of the following activities in the field of radio and television:

(i) exchanges of radio and television programs dealing with science, industry, agriculture, health, education, cultural activities, sports and other matters of general interest;

(ii) exchanges of newsreel, documentary, popular-science, educational and entertainment films;

(iii) joint productions of television films;

(iv) exchanges of other programs, including live broadcasts when appropriate, which in the opinion of both Parties are advisable in the implementation of the present Agreement.

The above exchanges between United States and Soviet radio and television organizations will be carried out as far as possible on the basis of reciprocity and after prior agreement through diplomatic channels.

Details of the above exchanges will be worked out directly between United States and Soviet radio and television organizations; the final versions of the programs will be transmitted through official channels.

Each side will inform the other in advance, whenever feasible, of its intention to broadcast a program under this Agreement. If a proposed program is considered by the receiving side to be unacceptable because of content or for technical reasons, the sending side will be so informed.

(b) Both Parties agree that the above-mentioned exchanges are to be considered as additional to commercial and other relationships which may be established between private United States radio and television broadcasting companies and Soviet radio and television organizations.

(c) Exchanges of delegations and individuals dealing with questions of radio and television may take place by mutual agreement.

SECTION X

Visits and Exchanges of Representatives of Governmental, Civic, Social, Cultural and Other Organizations and Groups

(1) Both Parties will render every assistance to members of the Congress of the United States and deputies of the Supreme Soviet of the U.S.S.R., as well as to officials of the national governments of both countries, visiting the Soviet Union and the United States respectively, concerning which the Parties will agree in advance through diplomatic channels.

(2) With the aim of establishing and developing contacts, both Parties will encourage exchanges between municipal, local and regional governmental bodies of the United States and the Soviet Union for the purpose of studying various functions of government at these levels.

(3) Attaching great importance to the peoples of both countries being mutually acquainted with one another's life and activity in order to improve mutual understanding:

(a) Both Parties undertake to encourage joint undertakings and exchanges between appropriate organizations active in civic and social life, including youth and women's organizations, recognizing that the decision to implement such joint undertakings and exchanges remains a concern of the organizations themselves.

(b) Both Parties agree to provide for reciprocal exchanges and visits of writers, composers, musicologists, playwrights, theater directors, artists, architects, art historians and those in other cultural and professional fields,

traveling individually or in delegations, for the purpose of familiarizing themselves with their respective fields and participating in meetings and symposia.

Both Parties agree in particular on the following specific exchanges and visits:

(i) Six writers for three-four weeks each;

(ii) Three composers for three-four weeks each;

(iii) Four artists and sculptors for three-four weeks each;

(iv) Four architects for three weeks each;

(v) Two theatrical scene designers for four weeks each;

(vi) Two choreographers for three-four weeks each;

(vii) Women active in cultural, professional and public life (delegations of five-seven persons for three-four weeks); and

(viii) Two historian archivists for three weeks each.

(c) Both Parties agree to provide for exchanges and visits of specialists in various fields of law.

(d) Both Parties agree to encourage cooperation between artistic, historical and other museums; to provide for the exchange of two museum specialists for four weeks each; and to explore the possibilities for the exchange, under mutually satisfactory conditions, of exhibitions of works of art or objects of artistic or historical value.

SECTION XI

Exchanges in the Field of Sports

(1) Both Parties agree to encourage and support further reciprocal exchanges of athletes and athletic teams.

(2) Both Parties agree to provide for athletic meets and sports competitions in basketball, track and field, swimming, rowing, weight-lifting, hockey, chess, and in other fields; and also to promote reciprocal visits of specialists for the purpose of exchanging experience in the fields of physical culture and sports.

(3) The organization of these exchanges and visits will be agreed upon between the appropriate United States and Soviet sports and athletic organizations.

SECTION XII

Tourism

(1) Both Parties agree to use their best efforts to promote the development of tourism and to take all possible measures to satisfy more fully, on a reciprocal basis, the requests of tourists to acquaint themselves with the life, work and culture of the people of each country.

(2) Both Parties agree to facilitate the visits of tourist experts and representatives of the appropriate travel organizations of each country designed to improve and expand tourism between the two countries. In particular, the Parties agree to exchange a delegation of tourist experts of five to seven persons each for a period of three weeks.

SECTION XIII

Procedure for a Meeting of the Parties

Both Parties agree to hold a meeting of their representatives not later than one year after the signing of the present Agreement to review the progress of exchanges under the Agreement and to determine the remaining details of the program of exchanges for the second year of the Agreement.

SECTION XIV

Entry into Force

The present Agreement shall enter into force on signature with effect from January 1, 1964.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed the present Agreement and have affixed their seals thereto.

DONE, in duplicate, in the English and Russian languages, both equally authentic, at Moscow this twenty-second day of February, one thousand nine hundred sixty-four.

For the Government of the United States of America

Foy D. Kohler

For the Government of the Union of Soviet Socialist Republics

S. K. Romanovsky

EDUCATIONAL EXCHANGES

ANNEX TO SECTION VI

Exchanges of Students, Graduate Students, and Young Instructors and Researchers (Paragraph (1) of Section VI)

(1) The Committee and the Ministry will exchange lists of participants for the forthcoming academic year and necessary information about each participant, which will arrive by April 10 in 1964 and by March 15 in 1965. At the same time the programs of study and scientific work, which will reflect as fully as possible the scholarly and scientific interests of the respective participants, will be presented for the consideration of the receiving side.

New names of participants may be added to the said lists in exceptional cases, but no later than April 30 in 1964 and April 15 in 1965, respectively.

Representatives of the Committee and the Ministry will meet in Moscow no later than June 10, 1964, and in Bloomington, Indiana, no later than May 18, 1965, to exchange information concerning placement of the participants for the forthcoming academic year and to discuss details connected with the exchange.

(2) Participants must arrive at the place of instruction within the following time periods: American participants, during the period September 5-10 (those accepted for the second semester, February 5-10); Soviet participants, during the period September 5-20, by the date of the beginning of studies in the receiving universities (those accepted for the second semester, by the date of its beginning).

If for good reason the participant cannot arrive within the agreed dates, the sending side will inform the receiving side of this as far in advance as possible; the date on which he will arrive will be settled by mutual agreement.

Applications for extensions of agreed periods of stay in the receiving country presented during the participant's period of study will be considered by the receiving side only in exceptional cases.

(3) The receiving side will bear the following expenses: tuition and fees for training in universities and other institutions of higher learning, payment for living quarters and a monthly stipend to cover the cost of meals and other

personal expenses in amounts to be agreed between the Committee and the Ministry. As a rule, the said stipend will be paid in full directly to the participant.

In case of a participant's illness or accident, the receiving side will bear medical costs, including hospital expenses, in accordance with agreement between the Committee and the Ministry.

The sending side will bear all other expenses, including expenses for travel to and from the receiving country, for trips within the receiving country in connection with the implementation by the participants of their programs of scholarly work as agreed upon with the academic advisers in the receiving country, and also for trips for the purpose of familiarization with places of cultural and historic interest.

(4) Both sides agree to provide for living quarters for the wife of any participant who may desire to remain with him during the academic year and to permit the wives of other participants at least one thirty-day visit during their sojourn. The receiving side will bear no expense for the travel or sojourn of wives.

Exchanges of Language Teachers and Language Specialists (Paragraph (2), Section VI)

(5) Participants in these exchanges may be accompanied by one or two language specialists (leaders).

The receiving side will provide the participants (including the language specialists) with free tuition, stipends, free living quarters (dormitories), and medical services. The amount of the stipends and the conditions of medical care will be subject to agreement between the Committee and the Ministry. Each side will make every possible effort to pay the stipend in full directly to the participant.

The sending side will bear all travel expenses for its participants in this exchange.

The dates for the courses and for the exchange of lists of participants will be agreed upon between the Committee and the Ministry which will also exchange drafts of the programs for the courses and commentaries on them by mutually-agreed dates.

Exchanges of Researchers and Lecturers (Paragraph (3), Section VI)

(6) The Committee and the Ministry will exchange lists of scholars proposed by the sending side for research, the necessary information concerning each of them, and their programs of research by April 1, 1964 and February 1, 1965, for those who are to be sent during the first semester for agreed periods of stay in the forthcoming academic year, and by November 1 of each year for those to be sent for agreed periods of stay in the second semester.

The receiving side will inform the sending side of the placement of the scholars in universities and other institutions of higher learning by June 15, 1964, May 1, 1965, and December 31 of each year, respectively.

The scholars will inform their host university or institution of higher learning of the results of their research in a manner and on a date agreed upon with the representatives of that educational institution.

(7) The Committee and the Ministry will exchange lists of:

(a) Subjects of lectures in which the institutions of higher learning of the receiving side are interested;

(b) Scholars each of the sides would like to invite for lecturing; and

(c) Scholars proposed by the sending side for the consideration of the receiving side.

The Committee and the Ministry will reply within four months concerning the possibility of sending and receiving lecturers on the basis of the above-mentioned lists. Not more than one month later, the receiving side will send confirmation of its acceptance of lecturers proposed in response to the subjects submitted as provided for in (a) above.

The dates of the exchange of lists, their form and the nature of the information about the scholars will be agreed upon subsequently.

(8) Participants in the exchange will be provided by the receiving side with free living quarters, as well as with medical services and monthly stipends as agreed upon by the Committee and the Ministry.

Participants may be accompanied by their wives, but the receiving side will

not bear any expenses for the travel or maintenance of the participant's wife.

The sending side will bear the costs of travel for its participants to and from the receiving country and within that country. The procedure for paying travel costs within the receiving country for visiting lecturers will be agreed upon separately between the Committee and the Ministry.

The receiving side will provide interpreters for those lecturers for whom this is necessary.

(9) Each side may send, at its own expense, its representatives to the receiving country to familiarize themselves with the conditions of study and sojourn of its participants in these exchanges.

СОГЛАШЕНИЕ

между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об обменах в области науки, техники, образования, культуры и в других областях на 1964-1965 годы

По соглашению между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик делегации, возглавляемые с американской стороны Чрезвычайным и Полномочным послом США в СССР Фой Д.Колером и с советской стороны Председателем Государственного комитета Совета Министров СССР по культурным связям с зарубежными странами С.К.Романовским, провели в Москве с 7 января по 22 февраля 1964 г. переговоры относительно обменов между Соединенными Штатами Америки и Союзом Советских Социалистических Республик в области науки, техники, образования, культуры и в других областях на 1964-1965 гг. Придавая большое значение продолжению и развитию обменов в указанных выше областях, Соединенные Штаты и Советский Союз согласились обеспечить в течение 1964-1965 гг. осуществление обменов, перечисленных в нижеследующих разделах настоящего Соглашения, в надежде, что эти обмены явятся вкладом в дело укрепления сотрудничества и взаимопонимания между народами и будут в значительной мере способствовать улучшению отношений между обеими странами.

РАЗДЕЛ I

Общая часть

I. Предусмотренные данным Соглашением обмены и визиты должны осуществляться в соответствии с Конституцией и соответствующими законами и правилами, действующими в каждой стране.

2. Обе Стороны, желая осуществления обменов и визитов в благоприятных условиях и без задержек, соглашаются, что:

а) программы, сроки пребывания, время прибытия, вопросы финансирования и транспортировки и другие детали обменов и визитов, предусмотренных данным Соглашением, если это иным образом не определено положениями этого Соглашения, согласовываются, как правило, не позднее чем за 30 дней по дипломатическим каналам или между соответствующими организациями, привлекаемыми Сторонами к осуществлению этих обменов;

б) обращения за визами для членов делегаций, групп или отдельных лиц подаются, как правило, за 20 дней до предполагаемой даты отъезда;

в) каждая Сторона по своему усмотрению имеет право включать в состав делегации переводчиков или представителей своего Посольства, которые входят в общую обусловленную численность делегации;

г) если это иным образом не определено положениями Соглашения и за исключением тех случаев, когда достигнута по взаимному согласию иная конкретная договоренность, приезжающие по данному Соглашению делегации и отдельные лица оплачивают свои расходы, включая международный проезд, внутренний проезд и стоимость пребывания в принимающей стране.

3. Обмены и визиты, перечисленные в нижеследующих разделах, не означают исключения других визитов и обменов, которые могут быть организованы обеими странами или предприняты их организациями и отдельными гражданами. При этом предполагается, что организации дополнительных визитов и обменов, когда это целесообразно, будет способствовать предварительное согласование по дипломатическим каналам или между соответствующими организациями.

РАЗДЕЛ II

Научные обмены

I. Обе Стороны примут все необходимые меры в целях поощрения и осуществления:

а) Соглашения, заключенного между Национальной академией наук США и Академией наук СССР, копия которого прилагается к настоящему Соглашению в качестве Приложения № I;

б) Соглашения, заключенного между Американским советом познавательных обществ и Академией наук СССР, копия которого прилагается к настоящему Соглашению в качестве Приложения № 2;

в) Меморандума о сотрудничестве в области использования атомной энергии в мирных целях, подписанного между Комиссией по атомной энергии США и Государственным комитетом по использованию атомной энергии СССР, копия которого прилагается к настоящему Соглашению в качестве Приложения № 3.

2. Обе Стороны соглашаются, что дополнительные визиты или обмены ученых могут быть согласованы по дипломатическим каналам, между указанными выше организациями или между другими соответствующими организациями, участие которых в этих дополнительных визитах и обменах одобряется Сторонами.

Такие визиты или обмены с целью участия в научных совещаниях, обмена опытом, проведения научных работ или чтения лекций будут происходить по возможности на основе взаимности.

РАЗДЕЛ III

Обмены в области техники, научно-технических исследований, промышленности, транспорта и строительства

Обе Стороны соглашаются обеспечить обмен делегациями, состоящими из 5-6 человек каждая, причем это количество может быть увеличено по взаимному согласию, на срок 3-4 недели для ознакомления и обмена опытом в следующих областях:

I. Океанография: посещение институтов и лабораторий с целью изучения техники океанографических исследований и ее применения для разработки текущих исследовательских проблем.

2. Геофизика нефти: ознакомление с геофизическими методами и аппаратурой, применяемыми при поиске и разведке нефти и газа, включая посещение лабораторий и нефтяных промыслов.

3. Металлургия: выплавка черных металлов, производство горячего и холодного проката, труб, металлоизделий и изделий из жаропрочных сплавов, включая посещения научно-исследовательских центров для изучения научных методов в металлургии и термомеханической обработке.

4. Горнообогатительное и металлургическое оборудование: организация производства запасных частей и ремонта горнообогатительного и металлургического оборудования.

5. Алюминиевая промышленность: производство алюминия и его сплавов, механизация и автоматизация электролизного процесса, добыча и обработка алюминиевых руд (боксит и нефелин) и производство окиси алюминия.

6. Металлорежущие станки: производство и использование металлорежущих станков, включая программное управление, а также ознакомление с научно-исследовательскими работами по созданию металлорежущих станков.

7. Стандартизация и нормализация в промышленности: изучение методов разработки стандартов и нормалей в промышленном производстве, посещение предприятий и лабораторий с целью ознакомления с применением стандартов и нормалей в промышленном производстве.

8. Пластические материалы: ознакомление с пластическими материалами и с новыми методами производства пластмасс, переработкой сырьевых материалов и использованием пластмасс для производства изделий и в строительстве.

9. Промышленность химических удобрений: ознакомление с проектированием и строительством предприятий химических удобрений и с производством химических удобрений, включая жидкие удобрения.

10. Производство и применение железобетона: проектирование, производство и применение изделий из железобетона и предварительно напряженного бетона, включая железобетонные напорные трубы, а также конструкции из предварительно напряженного и сборного железобетона для строительства многоэтажных жилых и административных зданий.

II. Планировка и застройка городов: современные методы и техника планировки городских районов, планировка и застройка жилых, промышленных и торговых районов, общественных и культурных центров и зон отдыха.

I2. Текстильные материалы: новые методы прядения, ткачества и отделки материалов из натуральных и химических волокон, включая производство нетканых материалов.

I3. Рыбная промышленность: лов, переработка и доставка свежей рыбы и рыбных продуктов на рынки; операция рыболовецких судов, доставка рыбы на сушу, замораживание, горячее и холодное копчение, производство филе, консервирование и обработка рыбы и рыбных продуктов.

I4. Центральное отопление: изучение работы больших центральных систем, включая посещение теплоцентрацей, подающих тепло для отопления и для снабжения горячей водой комплекса зданий (с американской стороны).

Производство продуктов питания: ознакомление с производством продуктов питания из кукурузы, картофеля и другого сельскохозяйственного сырья, включая кукурузный крахмал, патоку, глюкозу, консервированную сахарную кукурузу, сухие завтраки, воздушные зерна и кукурузные палочки (с советской стороны).

I5. Организация производства и управление предприятиями: ознакомление с организацией производства и управлением промышленными предприятиями, системой подготовки руководящих кадров и прогрессивными методами организации инженерного труда в промышленном производстве.

I6. Научно-техническая информация: ознакомление с организацией научно-технической информации, системой поиска информации и передачи информационных сообщений, организацией библиотечного дела, включая посещение центров и специальных библиотек, ведущих работу в этой области.

I7. Техника бухгалтерского учета: ознакомление с ведением и практикой бухгалтерского учета на предприятиях и учреждениях, техникой обработки бухгалтерских данных, применением счетно-вычислительных и аналитических машин для обработ-

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ки бухгалтерских, финансовых и статистических данных.

18. Организация труда и заработной платы: организация и нормирование труда; организация заработной платы; системы стимулирования и дифференциации заработной платы.

19. Фармацевтические вещества: изучение производства витаминов, антибиотиков, аминокислот и других фармацевтических веществ из отходов спиртовой промышленности и других сырьевых материалов.

РАЗДЕЛ IУ

Обмены в области сельского хозяйства

I. Обе Стороны соглашаются обеспечить обмен делегациями специалистов сельского хозяйства в составе до 6 человек каждая, сроком на 30 дней.

С американской стороны:

а) производство масличных семян и кормового зерна и связанные с этим первичная переработка и реализация; изучение хлопчатника, производства хлопковых семян, семян масличных культур, кормового зерна, особенно производственных методов послеуборочной обработки и хранения и первичной переработки на корма и связанных с этим распределения или реализации (1964 г.);

б) птицеводство,производство продукции птицеводства: переработка и реализация, изучение методов птицеводства, различных средств и предприятий по переработке, а также системы реализации и распределения продукции птицеводства (1965 г.).

С советской стороны:

а) химизация сельскохозяйственного производства, научно-исследовательская работа в этой области, новые виды минеральных удобрений и ядохимикатов, нормы и механизация внесения удобрений, транспортировка от поставщиков до ферм и хранение удобрений (1964 г.);

б) автоматизация сельскохозяйственного производства; автоматизация процессов послеуборочной обработки и хранения

зерна - сушка и вентиляция, очистка, сортировка, протравливание; автоматизация процессов на животноводческих фермах, включая кормление скота и птицы (1965 г.).

2. Обе Стороны соглашаются обеспечить обмен учеными и специалистами в области сельского хозяйства по следующей тематике:

С американской стороны:

а) исследования в области производства подсолнечника (1 человек, на 4 месяца, 1965 г.);

б) ознакомление с научно-исследовательской работой по сахарной свекле, в частности, изучение сортов, стойких к пятнистости листьев и другим болезням (1 человек, на 2 месяца, 1964 г.);

в) борьба с эрозией почв (3 человека, на 1 месяц, 1964 г.);

г) изучение паразитов, хищников, заболеваний насекомых, которые могут быть использованы для уничтожения вредных насекомых (1 человек, на 6 месяцев, 1964 г.);

д) изучение насекомых, уничтожающих сорные травы, с целью получения определенных видов насекомых для использования их в борьбе с сорняками (1 человек, на 6 месяцев, 1965 г.);

е) сбор культурных и дикорастущих семян и образцов растений (2 человека, на 6 месяцев, 1965 г.);

ж) научно-исследовательская работа в области селекции сельскохозяйственных культур с посещением селекционных станций, а также обсуждение вопросов продолжения обмена растениями и планирование сбора культурных и дикорастущих растений и их семян (1 человек, на 3 месяца, 1964 г.);

з) лабораторная сортировка зерна, его проверка и испытание на качество. Перевозка, переработка, хранение и реализация зерна (4 человека, на 1 месяц, 1964 г.).

С советской стороны:

а) ознакомление с методами массовых анализов остаточных количеств ядохимикатов в растительной продукции (1 человек, на 2 месяца, 1965 год);

б) изучение методов борьбы с вилтом (биологических и химических) и методов выведения вилтоустойчивых сортов хлопчатника (2 человека, на 4 месяца, 1964 г.);

в) изучение постановки научно-исследовательской работы по применению математических методов в экономических исследованиях по сельскому хозяйству (1 человек, на 2 месяца, 1965 г.);

г) изучение биологического метода борьбы с вредителями сельскохозяйственных культур (1 человек, на 6 месяцев, 1964 г.);

д) новые методы борьбы с вредителями сельскохозяйственных культур путем селекции и облучения с целью получения стерильных самцов (1 человек, на 4 месяца, 1964 г.);

е) сбор культурных и дикорастущих семян и образцов растений для селекционных целей (2 человека, на 6 месяцев, 1965 г.);

ж) методы очистки вирусов: генетика вирусов, биохимическая структура и биологические свойства вирусов животных (1 человек, на 4 месяца, 1964 г.);

з) приемка, первичная обработка и перевозка зерна; система лабораторной оценки качества зерна при приемке его от производящих хозяйств и принципы классификации зерна (2 человека, на 2 месяца, 1965 г.).

Каждому советскому специалисту или группе специалистов будет соответствовать американский специалист или группа специалистов в соответствии с вышеустановленным порядком перечисления тем. Окончательное решение об осуществлении парных обменов будет зависеть от определения взаимоприемлемых программ и маршрутов.

В случае потребности в переводчиках, последние будут включаться в число человеко-месяцев, предусмотренных для каждого согласованного обмена.

3. Обе Стороны будут содействовать сотрудничеству между соответствующими организациями по вопросам борьбы с болезнями, общими для человека и животных, как путем обмена научны-

ми работниками, так и путем проведения совместных научных исследований.

РАЗДЕЛ У

Сотрудничество в области здравоохранения и медицинской науки

I. Обе Стороны подтверждают свою заинтересованность в усилении борьбы против тяжелых болезней и выражают согласие способствовать дальнейшему развитию контактов и сотрудничества между американскими и советскими научными учреждениями, занимающимися изучением проблем рака, сердечно-сосудистых, ревматических, вирусных заболеваний, в том числе полиомиелита, и других важных проблем медицины.

Детали конкретных обменов согласовываются путем непосредственных переговоров между Службой здравоохранения США и Министерством здравоохранения СССР.

2. Служба здравоохранения США и Министерство здравоохранения СССР будут содействовать дальнейшему сотрудничеству между следующими научно-исследовательскими учреждениями и другими взаимно согласованными исследовательскими организациями Соединенных Штатов и Советского Союза:

а) Национальным институтом рака и через его посредство другими американскими научными учреждениями, занимающимися изучением рака, - со стороны Соединенных Штатов и Институтом экспериментальной и клинической онкологии Академии медицинских наук СССР и через его посредство другими советскими онкологическими институтами, - со стороны Советского Союза;

б) Национальным институтом здравоохранения и через его посредство другими американскими научными учреждениями, занимающимися изучением инфекционных болезней и вирусных заболеваний, в том числе полиомиелита, - со стороны Соединенных Штатов и Академией медицинских наук СССР и через ее посредство другими советскими научными учреждениями, занимающимися изучением инфекционных болезней и вирусных заболеваний, в том числе полиомиелита, - со стороны Советского Союза;

в) Национальным институтом сердца и Национальным институтом артритов и метаболических болезней и через их посредство другими американскими научными учреждениями, занимающимися изучением сердечно-сосудистых и ревматических заболеваний, - со стороны Соединенных Штатов и Институтом терапии Академии медицинских наук СССР и Институтом ревматизма Академии медицинских наук СССР и через их посредство другими советскими научными учреждениями, занимающимися изучением сердечно-сосудистых и ревматических заболеваний, - со стороны Советского Союза.

Условия обеспечения контактов будут согласованы дополнительно представителями перечисленных организаций.

Обе Стороны будут содействовать тому, чтобы указанные учреждения обменивались планами научно-исследовательских работ и информацией о проведенных исследованиях, а также организовывали совместные научные работы, обменивались специалистами и участвовали в совместных научных сессиях, которые будут созываться указанными институтами, Службой здравоохранения США и Министерством здравоохранения СССР поочередно в США и СССР.

В 1964 году такие сессии состоятся:

<u>В США</u>

а) по сердечно-сосудистым заболеваниям;

б) по вирусологии.

<u>В СССР</u>

а) по ревматизму;

б) по онкологии.

Количество специалистов, участвующих в указанных сессиях, сроки их пребывания в стране, а также совместные научные сессии на 1965 год и их тематика будут согласованы дополнительно.

3. Обе Стороны обеспечат обмен шестью делегациями в составе 3-6 человек каждая, сроком на 3-4 недели.

Американские делегации будут изучать результаты, достигнутые в Советском Союзе в следующих областях:

а) проблемы арктического здравоохранения;

б) планирование здравоохранения в городах (загрязнение воздуха, загрязнение воды, удаление твердых отбросов);

в) медицинская информация;

г) геморрагические лихорадки;

д) охрана здоровья матери и ребенка;

е) планирование больничной сети.

Советские делегации будут изучать результаты, достигнутые в Соединенных Штатах в следующих областях:

а) научные исследования в области генетики;

б) организация медицинской службы и службы здравоохранения на Аляске, включая вопросы профилактики заболеваний, специализированной медицинской помощи и санитарии;

в) изучение почечной патологии и вирусных заболеваний у детей;

г) планирование здравоохранения в городах (загрязнение воздуха, загрязнение воды, удаление твердых отбросов);

д) аллергия;

е) антибиотики.

4. Обе Стороны обменяются специалистами, всего до 25 человек, в целях ознакомления с работой медицинских научно-исследовательских институтов и учреждений Соединенных Штатов и Советского Союза, обмена опытом и проведения совместных исследований. Сроки отдельных обменов не будут превышать 6 месяцев, если не будет достигнута сторонами иная договоренность, а общий объем обменов составит до 100 человеко-месяцев с каждой стороны в течение двух лет.

Имеется в виду, что специалисты каждой страны, приезжающие на срок свыше одного месяца, должны владеть основным языком страны пребывания в той степени, в какой это необходимо для выполнения их программы.

5. Обе Стороны будут способствовать опубликованию работ американских исследователей в советских медицинских журналах и работ советских исследователей в американских медицинских журналах по наиболее важным проблемам медицинской науки.

6. Обе Стороны будут способствовать дальнейшему развитию обмена медицинскими журналами и книгами между американскими и советскими библиотеками и учреждениями.

РАЗДЕЛ УI

Обмены в области образования

Обе Стороны соглашаются обеспечить дальнейшие обмены в области образования. Участниками обменов будут студенты, аспиранты, молодые преподаватели, а также научные работники и профессора, которые будут соответственно направляться и приниматься сторонами для обучения, научной стажировки, изучения соответственно английского и русского языков, проведения научной работы, чтения лекций и для ознакомления по взаимному соглашению с интересующими вопросами в области образования.

Обе Стороны соглашаются обеспечить соответствующие условия, необходимые для выполнения взаимно согласованных программ, включая пользование учебными и научными материалами, а там, где это целесообразно и возможно, работу в лабораториях и архивах, а также контакты с учеными научных учреждений, не входящих в систему высших учебных заведений.

Обмены, указанные в пп.I, 2 и 3 данного Раздела, будут осуществляться Межуниверситетским комитетом - с американской стороны и Министерством высшего и среднего специального образования СССР - с советской стороны, в последующем именуемыми в данном Разделе и Приложении к нему Комитетом и Министерством.

I. Обе Стороны соглашаются обеспечить прием университетами и другими высшими учебными заведениями своих стран студентов, аспирантов, молодых научных работников и преподавателей для обучения и научной стажировки в количестве до 40 человек в I964/65 учебном году и 40-55 человек в I965/66 учебном году. Точная цифра на I965/66 учебный год будет дополнительно согласована между Комитетом и Министерством.

Обычный период пребывания участников данного обмена в принимающей стране составит 9 месяцев с начала учебного года. Более краткий или более продолжительный период пребывания отдельных участников обмена может быть определен соглашением между Комитетом и Министерством.

На указанные обмены распространяются пункты I-4 Приложения к данному Разделу.

2. Обе Стороны соглашаются обеспечить обмен группами преподавателей и специалистов языка, работающих в учебных заведениях, для изучения и совершенствования соответственно английского и русского языков на I0-недельных курсах, на которые каждая сторона направит до 25 человек ежегодно в летние периоды I964 и I965 гг.

На указанные обмены распространяется п.5 Приложения к данному Разделу.

3. Обе Стороны соглашаются обеспечить обмен профессорами и преподавателями университетов и других высших учебных заведений в I964/65 учебном году и в I965/66 учебном году:

а) для выполнения научной работы - в количестве до 20 человек ежегодно с каждой стороны, с возможным сроком пребывания участников обмена до 7 месяцев; общий объем обменов не должен превышать 40 человеко-месяцев с каждой стороны в I964/65 учебном году и 60 человеко-месяцев с каждой стороны в I965/66 учебном году;

б) для чтения лекций, проведения консультаций и семинаров в количестве до I0 человек ежегодно с каждой стороны на срок до шести недель.

На указанные обмены распространяются пп.6-8 Приложения к данному Разделу.

4. Обе Стороны соглашаются обеспечить обмен следующими специалистами в области образования:

С американской стороны:

а) делегация для изучения практики приема и отбора учащихся, проверки их знаний в учебных заведениях от начальной до высшей школы включительно (4 человека на 3 недели);

б) делегация для изучения постановки научного, математического и технического образования и ознакомления с учебным процессом в этих областях в средней и высшей школах (4 человека на 4 недели);

в) делегация для изучения научного опыта и практики программированного обучения и использования в учебном процессе технических средств (4 человека на 3 недели);

г) делегация для изучения классного и внеклассного обучения дефективных в начальных и средних школах, а также материалов и исследований в этой области (3-5 человек на 3 недели).

С советской стороны:

а) делегация для ознакомления с организацией внеклассной работы учащихся и отдыха детей (4 человека на 3 недели);

б) делегация для изучения организации заочного высшего и среднего специального образования (4 человека на 4 недели);

в) делегация для изучения научного опыта и практики программированного обучения и использования в учебном процессе технических средств (4 человека на 3 недели);

г) делегация преподавателей для ознакомления с организацией и методикой преподавания в музыкальных учебных заведениях (3-5 человек на 3 недели).

5. Обе Стороны соглашаются поощрять обмен между соответствующими организациями материалами в области образования: учебниками, учебными программами и планами, материалами по методике, детской литературой, диапозитивами, образцами учебных приборов, наглядными пособиями, а также другими учебными и педагогическими материалами, представляющими интерес для одной или другой Стороны.

РАЗДЕЛ УП

Обмены в области исполнительского искусства

I. Обе Стороны обязуются поощрять и поддерживать на основе взаимности увеличение количества гастролей театральных, музыкальных, хоровых и хореографических коллективов, оркестров и отдельных исполнителей.

2. Обе Стороны соглашаются способствовать поездкам по меньшей мере 5 крупных исполнительских коллективов в течение 1964-1965 гг. с каждой стороны.

С американской стороны:

а) академический Оберлинский хор;

б) балет на льду "Холидей он айс";

в) камерный оркестр "Промюзика";

г) Кливлендский симфонический оркестр.

С советской стороны:

а) балет Ленинградского театра оперы и балета им.С.М.Кирова;

б) симфонический оркестр Московской филармонии;

в) танцевальную группу;

г) Московский художественный академический театр (МХАТ).

Обе Стороны соглашаются обеспечить обмен дополнительными коллективами в соответствии с условиями, изложенными в п.3.

3. Взаимоприемлемые для обеих Сторон коммерческие контракты будут заключаться между импресарио или другими финансово-ответственными организациями с американской стороны и концертными организациями с советской стороны заблаговременно и там, где это применимо, не позднее чем за 9 месяцев до начала каждой поездки. Этими же импресарио или организациями будут согласовываться детально условия вышеупомянутых обменов. Каждая Сторона будет пытаться по возможности удовлетворять пожелания другой Стороны в отношении сроков и продолжительности гастролей, а также количества городов, в которых они будут проводиться.

4. Обе Стороны обеспечат поездки до двадцати отдельных исполнителей с каждой стороны в календарные 1964-1965 годы. Предложения о поездках таких отдельных исполнителей могут быть сделаны импресарио или другими финансово-ответственными организациями с американской стороны и концертными организациями с советской стороны.

5. В случае дополнительных взаимоприемлемых обменов и поездок в области исполнительского искусства к ним будут применяться положения п.3 или п.4.

РАЗДЕЛ УШ

Обмены в области кино и кинопромышленности

В целях содействия развитию обменов в области кино и кинопромышленности обе Стороны соглашаются о нижеследующем:

I. Обе Стороны соглашаются, что Постоянный комитет по вопросам сотрудничества в области кино будет продолжать свою деятельность в 1964-1965 гг. и рассматривать проблемы, которые могут возникнуть в связи с выполнением положений данного Раздела. Постоянный комитет будет собираться по обоюдному согласию поочередно в Вашингтоне и Москве, причем признается желательным, чтобы он заседал по крайней мере один раз в год. При необходимости каждая сторона может приглашать дополнительных экспертов для работы Комитета в качестве советников из числа лиц, занятых активной деятельностью в области кино и кинопромышленности.

2. Обе Стороны соглашаются содействовать практическим мерам по увеличению продажи и покупки кинофильмов кинопромышленности обеих стран на основе принципа равенства и на взаимоприемлемых финансовых условиях. Равные возможности для продажи и покупки кинофильмов организациями кинопромышленности или соответствующими организациями обеих стран будут предоставлены в соответствии с настоящим Соглашением. С этой целью представители кинопромышленности Соединенных Штатов, одобренные Государственным департаментом и "Совэкспортфильм", вступят в контакт для продажи и покупки взаимоприемлемых для Сторон фильмов в период действия данного Соглашения. Обе Стороны примут все надлежащие меры к тому, чтобы содействовать самому широкому прокату этих фильмов.

3. Обе Стороны соглашаются поощрять проведение соответствующими организациями при наличии возможности и на основе взаимности одной кинопремьеры в год в каждой стране из числа купленных фильмов. Может состояться обмен соответствующими делегациями для участия в этих премьерах.

4. Обе Стороны соглашаются поощрять расширение обмена документальными фильмами в области науки, культуры, техники, образования и других областях в соответствии со списками, которые будут взаимно согласованы обеими Сторонами. Предусматривается, что каждая сторона обеспечит прокат отобранных фильмов в своей стране.

5. Обе Стороны будут продолжать изучать возможности создания совместных художественных, научно-популярных и учебных короткометражных и полнометражных фильмов. Содержание фильмов, а также фирмы или киностудии, принимающие участие в их производстве, будут взаимно согласованы обеими Сторонами.

6. Обе Стороны соглашаются обеспечить обмен делегациями творческих работников и технических специалистов, желательно по одной ежегодно, в целях ознакомления с кинопромышленностью другой стороны (3-4 человека на 3 недели).

7. Обе Стороны, в случае обращения к одной из них отдельных лиц или организаций своей страны, соглашаются обсуждать другие предложения о фильмах и содействовать, когда имеется взаимное согласие, обмену научными, культурными, техническими и образовательными фильмами, произведенными киноорганизациями или находящимися на хранении в фильмомузеях и других киноучреждениях каждой страны.

РАЗДЕЛ IX

Обмен изданиями, выставками, радио- и телевизионными программами

В целях содействия развитию обмена информацией между обеими странами путем обмена печатными изданиями, выставками, радио- и телевизионными программами, Стороны согласились о нижеследующем:

I. Издания

а) Обе Стороны соглашаются оказывать практическое содействие успешному распространению журналов "Америка" в Со-

ветском Союзе и "СССР" в Соединенных Штатах на основе взаимности и при необходимости проводить встречи в целях отыскания путей увеличения тиража указанных журналов. При этом имеется в виду, что любое увеличение тиража будет осуществляться одновременно и поэтапно по договоренности между Сторонами с должным учетом уровня фактического распространения журналов.

б) Обе Стороны соглашаются поощрять обмен книгами, журналами, газетами и другими изданиями, посвященными научным, техническим, культурным и общеобразовательным предметам между библиотеками, университетами и другими организациями каждой страны, а также по коммерческим каналам.

в) Обе Стороны будут поощрять индивидуальные и групповые обмены и визиты журналистов, редакторов и издателей, а также их участие в соответствующих профессиональных встречах и конференциях.

2. Выставки

а) Обе Стороны согласились обменяться тремя передвижными выставками с каждой стороны в течение срока действия настоящего Соглашения.

Темами американских выставок в Советском Союзе будут:

I. Средства связи.

2. Архитектура.

3. Инструменты.

Темами советских выставок в Соединенных Штатах будут:

I. Освоение космоса.

2. Детское творчество.

3. Здравоохранение.

Каждая выставка будет проведена в трех городах в течение 3-4 недель в каждом городе. Обе Стороны будут предварительно обсуждать характер и общее содержание каждой выставки и проводить взаимное ознакомление с указанными выставками до их официального открытия, в частности, путем взаимного обмена каталогами, проспектами и другой информацией, относящейся к выставкам.

Согласованию Сторон подлежат также и другие условия проведения выставок (сроки, размеры помещения, количество сопровождающих, финансовые условия и т.д.). Обсуждение этих вопросов между представителями обеих Сторон признано целесообразным начать до I апреля 1964 г.

б) Другие выставки, а также участие в национальных выставках, которые могут состояться в каждой стране в течение 1964-1965 годов, подлежат взаимному согласованию.

3. Радиовещание и телевидение

а) Обе Стороны соглашаются содействовать осуществлению следующих мероприятий в области радиовещания и телевидения:

- обменам радио- и телевизионными программами по вопросам науки, промышленности, сельского хозяйства, здравоохранения, образования, культурной деятельности, спорта и другим вопросам, представляющим интерес;
- обменам хроникальными, документальными, научно-популярными, учебно-познавательными и художественными фильмами;
- совместному производству телевизионных фильмов;
- обменам другими программами, включая прямые трансляции в тех случаях, когда это окажется возможным, которые, по мнению обеих Сторон, могут оказаться целесообразными для осуществления настоящего Соглашения.

Указанные обмены между американскими и советскими организациями радиовещания и телевидения будут осуществляться по возможности на основе взаимности и после предварительного согласования по дипломатическим каналам.

Детали указанных обменов будут согласовываться непосредственно между американскими и советскими радио- и телевизионными организациями; окончательные варианты программ будут направляться по официальным каналам.

Каждая сторона в тех случаях, когда это возможно, будет информировать другую сторону заранее о своем намерении передать программу в соответствии с этим Соглашением. Если предложенная программа считается принимающей стороной

неприемлемой по содержанию или по техническим причинам, направляющая сторона будет об этом поставлена в известность.

б) Обе Стороны соглашаются, что вышеупомянутые обмены рассматриваются как дополняющие коммерческие и другие связи, которые могут быть установлены между частными радио- и телевизионными компаниями США и радио- и телевизионными организациями Советского Союза.

в) По взаимному согласованию могут состояться обмены делегациями и отдельными лицами, занимающимися вопросами радиовещания и телевидения.

РАЗДЕЛ X

Поездки и обмены представителями государственной и местной власти, представителями гражданских, общественных, культурных и других организаций и групп

I. Обе Стороны будут оказывать всяческое содействие членам Конгресса США и депутатам Верховного Совета СССР, а также официальным лицам правительств обеих стран, которые могут посещать соответственно Советский Союз и Соединенные Штаты, о чем Стороны будут договариваться заранее по дипломатическим каналам.

2. С целью установления и развития контактов обе Стороны будут поощрять обмены между городскими, местными и региональными органами власти США и СССР для ознакомления с различными функциями управления на этих уровнях.

3. Придавая большое значение ознакомлению народов обеих стран с жизнью и деятельностью друг друга с целью улучшения взаимопонимания:

а) обе Стороны обязуются поощрять организацию совместных мероприятий и обменов между соответствующими организациями, занимающимися общественной и гражданской деятельностью, включая молодежные и женские организации, признавая, что решение осуществлять такие совместные мероприятия и обмены является делом самих организаций;

б) обе Стороны соглашаются обеспечить взаимные обмены и визиты писателей, композиторов, музыковедов, драматургов, режиссеров театров, художников, архитекторов, искусствоведов и других деятелей, занятых культурной и профессиональной деятельностью, для ознакомления с интересующими в этих областях вопросами и для участия во встречах и симпозиумах. Имеется в виду, что такие обмены и визиты могут быть организованы как для делегаций, так и отдельных лиц.

Обе Стороны соглашаются, в частности, о следующих конкретных обменах и визитах:

- шестью писателями, сроком на 3-4 недели каждый;
- тремя композиторами, сроком на 3-4 недели каждый;
- четырьмя художниками и скульпторами, сроком на 3-4 недели каждый;
- четырьмя архитекторами, сроком на 3 недели каждый;
- двумя художниками-декораторами, сроком на 4 недели каждый;
- двумя хореографами, сроком на 3-4 недели каждый;
- делегациями женщин, занятых культурной, профессиональной и общественной деятельностью, в составе 5-7 человек, сроком на 3-4 недели;
- двумя историками-архивистами, сроком на 3 недели каждый;

в) обе Стороны соглашаются содействовать обменам и визитам специалистов в различных областях права;

г) обе Стороны соглашаются поощрять сотрудничество между музеями изобразительного искусства, историческими и другими музеями и обеспечить обмены двумя специалистами музеев, сроком на 4 недели каждый, а также исследовать возможности обмена на взаимно удовлетворяющих условиях выставками произведений искусства или предметами художественной или исторической ценности.

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РАЗДЕЛ XI

Обмены в области спорта

I. Обе Стороны соглашаются поощрять и оказывать поддержку дальнейшим взаимным обменам спортсменами и спортивными командами.

2. Обе Стороны соглашаются обеспечивать проведение спортивных встреч и соревнований по баскетболу, легкой атлетике, плаванию, гребле, тяжелой атлетике, хоккею, шахматам и другим видам спорта, а также содействовать взаимным поездкам специалистов с целью обмена опытом в области физического воспитания и спорта.

3. Организация этих обменов и поездок будет согласовываться между соответствующими американскими и советскими спортивными организациями.

РАЗДЕЛ XII

Туризм

I. Обе Стороны соглашаются прилагать усилия к тому, чтобы поощрять развитие туризма и принимать все возможные меры для более полного удовлетворения на основе взаимности запросов туристов по ознакомлению с образом жизни, трудом и культурой народов каждой страны.

2. Обе Стороны соглашаются содействовать поездкам экспертов по туризму и представителей соответствующих туристских организаций каждой страны в целях улучшения и развития туризма между двумя странами. В частности, Стороны соглашаются обменяться делегациями экспертов по туризму по 5-7 человек каждая, сроком до трех недель.

РАЗДЕЛ XIII

Процедура встречи Сторон

Обе Стороны соглашаются созвать совещание своих представителей не позднее, чем через один год после подписания

настоящего Соглашения,для обсуждения хода осуществления обменов, предусмотренных Соглашением, и определения оставшихся деталей программы обменов на второй год Соглашения.

РАЗДЕЛ XIУ

Вступление в силу

Настоящее Соглашение вступает в силу с момента его подписания и считается действительным с I января 1964 года.

В УДОСТОВЕРЕНИЕ вышеуказанного нижеподписавшиеся, должным образом уполномоченные, подписали настоящее Соглашение и приложили к нему свои печати.

СОВЕРШЕНО в двух экземплярах на английском и русском языках, каждый из которых в равной степени аутентичен, в Москве 22 дня февраля месяца тысяча девятьсот шестьдесят четвертого года.

За Правительство
Соединенных Штатов Америки

ФОЙ Д.КОЛЕР

За Правительство
Союза Советских Социалистических Республик

С.РОМАНОВСКИЙ

Приложение к Разделу УI

"Обмены в области образования"

Обмены студентами, аспирантами, молодыми преподавателями и научными работниками (п.I Раздела УI).

I. Комитет и Министерство обменяются списками участников на предстоящий учебный год и необходимой информацией о каждом из них, которые поступят к I0 апреля в I964 г. и к I5 марта в I965 г. Одновременно будет представлена принимающей стороне на рассмотрение программа обучения и научной стажировки, наиболее полно отражающая учебные и научные интересы каждого участника обмена.

Новые имена участников могут быть добавлены к указанным спискам в исключительных случаях, но не позже, чем 30 апреля в I964 году и I5 апреля в I965 году соответственно.

Представители Комитета и Министерства встретятся не позже I0 июня I964 года в Москве и I8 мая I965 года в Блумингтоне (штат Индиана) для взаимной информации о приеме участников обмена на предстоящий учебный год и для обсуждения деталей, связанных с обменом.

2. Участники обмена должны прибыть к месту обучения в следующие сроки: американские - в период 5-I0 сентября (принятые на 2-й семестр - 5-I0 февраля); советские - в период 5-20 сентября к дате начала занятий в принявших их университетах (принятые на 2-й семестр - также к дате его начала).

В случае, если по каким-либо обоснованным причинам участник обмена не сможет прибыть в пределах согласованных дат, направляющая сторона заблаговременно информирует об этом принимающую сторону как можно раньше; дата его прибытия будет взаимно согласована.

Заявления о продлении согласованного периода пребывания в принимающей стране, поданные в период обучения участников, будут рассматриваться принимающей стороной лишь в исключительных случаях.

3. Принимающая сторона будет нести следующие расходы: плата и взносы за обучение в университетах и других высших учебных заведениях, плата за жилье и ежемесячная выплата стипендий для оплаты питания и других личных расходов. Размеры стипендий подлежат согласованию между Комитетом и Министерством. Указанные стипендии будут, как правило, выплачиваться на руки полностью.

При заболевании участника обмена или несчастном случае с ним принимающая сторона будет нести расходы по медицинскому обслуживанию, включая расходы по лечению в больнице в соответствии с соглашениями между Комитетом и Министерством.

Направляющая сторона будет нести все другие расходы, включая расходы по проезду в принимающую страну и обратно и проезду внутри принимающей страны в связи с выполнением участниками обменов программы научной работы, по согласованию с научным руководителем в принимающей стране, а также по поездкам в ознакомительных целях к местам, представляющим исторический и культурный интерес.

4. Обе стороны соглашаются обеспечить жильем супругу участника обмена, которая пожелает находиться вместе с ним в течение учебного года, и разрешить супругам других участников обмена по крайней мере одно посещение до 30 дней во время пребывания участника обмена в стране. Принимающая сторона не будет нести никаких расходов по проезду и пребыванию в стране супруги участника обмена.

Обмен преподавателями и специалистами языка (п.2 Раздела УI)

5. Участники этих обменов могут сопровождаться одним или двумя специалистами языка (руководителями).

Принимающая сторона обеспечит участников (включая специалистов языка) бесплатным обучением, стипендией, бесплатным жильем (общежитием) и медицинским обслуживанием. Размеры стипендий и условия медицинского обслуживания будут предметом взаимного согласования между Комитетом и Министерством. Каждая из сторон приложит все возможные усилия к тому, чтобы стипендия выплачивалась полностью на руки участ-

никам обмена.

Направляющая сторона будет нести все расходы по проезду своих участников этого обмена.

Комитет и Министерство согласуют сроки проведения курсов и даты обмена списками участников, а также обменяются проектами программы курсов и комментариями к ним к взаимно согласованным срокам.

Обмены научными работниками и лекторами (п.3 Раздела УI)

6. Комитет и Министерство обменяются списками ученых, рекомендованных направляющей стороной для проведения научной работы, необходимой информацией о них и научными программами каждого участника к I апреля 1964 г. и к I февраля 1965 г. для направляемых в течение I семестра на согласованные сроки в предстоящем учебном году, и к I ноября каждого года - для направляемых на согласованные сроки 2 семестра.

Принимающая сторона информирует направляющую сторону о приеме ученых университетами и высшими учебными заведениями соответственно к 15 июня 1964 г., I мая 1965 г. и 31 декабря каждого года.

Ученые информируют принявшие их университеты и высшие учебные заведения о результатах своей научной работы способом и в срок, согласованные с их представителями.

7. Комитет и Министерство обменяются списками:

а) тем лекций, в которых заинтересованы высшие учебные заведения принимающей страны;

б) ученых, которых каждая из сторон хотела бы пригласить для чтения лекций;

в) ученых, предложенных направляющей стороной на рассмотрение принимающей стороны.

Комитет и Министерство направят ответы в течение 4 месяцев о возможности направления и приема ученых для чтения лекций на основе вышеупомянутых списков; не позднее чем через I месяц принимающая сторона направит подтверждение о

согласии на прием лекторов, предложенных в ответ на представленные темы, как это предусмотрено выше в пункте "а".

Даты обмена списками, их форма и характер информации об этих ученых будут согласованы дополнительно.

8. Участники обмена будут обеспечены принимающей стороной бесплатным жильем, а также медицинским обслуживанием и ежемесячной стипендией, как это согласовано Комитетом и Министерством.

Участники могут сопровождаться женами, но принимающая сторона не будет нести никаких расходов по проезду и содержанию жены участника обмена.

Направляющая сторона будет нести расходы по проезду своих участников в принимающую страну, обратно и внутри страны. Порядок оплаты проезда внутри принимающей стороны ученых, прибывающих для чтения лекций, будет согласован дополнительно между Комитетом и Министерством. Принимающая сторона обеспечивает переводчиками тех лекторов, которым будет это необходимо.

9. Каждая сторона может направлять за свой счет своих представителей в принимающую страну для ознакомления с условиями обучения и пребывания своих участников этих обменов.

ANNEX NO. I

AGREEMENT ON EXCHANGE OF SCIENTISTS BETWEEN THE NATIONAL ACADEMY OF SCIENCES OF THE USA AND THE ACADEMY OF SCIENCES OF THE USSR IN 1964 AND 1965

In accordance with the Agreement between the United States of America and the Union of Soviet Socialist Republics on Exchanges in the Scientific, Technical, Educational, Cultural, and Other Fields in 1964-65, dated February 22, 1964 [Section II, Paragraph (1) (a)], the National Academy of Sciences of the USA on the one hand and the Academy of Sciences of the USSR on the other hand, attaching great significance to the further development of exchange of scientists, have agreed as follows:

1. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR in 1964 and 1965 will exchange 20 prominent scientists, at least half of whom shall be members of the respective Academies, for a period of up to one month each, to deliver lectures, conduct seminars, and to study scientific research on various problems of science.

The selection of these scientists will be made by the sending Academy, and the actual visits will be undertaken subject to acceptance by the receiving Academy.

2. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR will exchange in 1964 and 1965:

(a) 10 scientists for a period up to one month each for familiarization with scientific research;

(b) 25 scientists for a period from 3 to 10 months each for the conduct of scientific research and for advanced study in scientific research institutions of the other side.

In 1964 and 1965 the total volume of exchanges of scientists enumerated in this Paragraph will be 160 man-months for each side.

3. Scientists shall be nominated for visits under Paragraph 1 and 2 (a) at least three months prior to the proposed date of commencement of the visit. For the purpose of nomination, the sending Academy will send to the receiving Academy a data sheet for each scientist, which will include the following information: name of the scientist; education; professional employment; scientific specialization; bibliography; institutes and scientists in the receiving country which the scientist wants to visit; knowledge of foreign languages; titles of lectures as appropriate; and approximate date of arrival in the receiving country.

The receiving Academy shall reply to such notification within two months after its receipt. If the visit is acceptable, the receiving Academy will name the scientific institutions included in the scientist's program and confirm the proposed date of arrival or suggest an alternate date for beginning the program.

Upon arrival in the receiving country, each scientist will receive a written program for his entire visit.

4. Visits by scientists under Paragraph 2 (b) shall be arranged in the following manner. At least four months in advance, each Academy will provide to the other Academy a data sheet for each nominee for each visit. The data sheets will include the information enumerated in Paragraph 3, above, omitting titles of lectures unless the scientist is prepared to deliver lectures. Each data sheet will also indicate the proposed duration and dates of the visit and the nominee's choices for placement for research, together with the names of scientists in the receiving country with whom he would wish to work.

No later than three months after receipt of nominations the Academies will respond regarding their ability to receive the nominees. For each visit that is acceptable, the response will confirm the approximate date of arrival or suggest alternate dates, will confirm the institution where the scientist will work or offer alternate placement, and will confirm opportunities for any field trips included in the research project.

5. After receiving the consent of the receiving Academy to accept a given scientist, the sending Academy shall inform the receiving Academy of the exact date of his arrival approximately 10 days in advance.

6. The exchanges which are provided for in Paragraphs 1 and 2 of the present Agreement may be expanded, reduced, or changed by agreement between the Academies.

7. In addition to the visits otherwise provided for in this Agreement, each Academy and institutions associated with it may invite individual scientists of the other country for special

visits. Each Academy will make every effort to facilitate the fulfillment of such visits. The financial arrangements for such visits shall be determined separately in each case.

8. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR will provide for inviting individual scientists of the other country to take part in national scientific conferences and will assist these scientists, insofar as possible, to visit scientific research institutions in their fields of interest when such visits are provided in the programs of the said scientific conferences.

9. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR agree on the desirability of conducting in the USA and the USSR joint symposia on important scientific problems.

In order to prepare such symposia there shall be created an organizational committee of representatives of both Academies in each case. The working staff shall be created by the Academy of the country in which the symposium will take place.

Each Academy shall have the right to publish the proceedings of the symposium in its own language.

10. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR agree to assist in establishing contacts with scientific institutions and organizations, archives, and libraries of the other country, whose research is connected with the work of the Academies, and likewise to continue an exchange of scientific publications.

Administrative Arrangements

11. All scientists making visits under the provisions of Paragraphs 1 and 2 of this Agreement shall be provided by the sending Academy with transportation to and from the main destination, which is generally Washington, D. C. or Moscow.

The receiving side shall bear the expenses for transportation within the country if it is directly connected with the purpose of the visit, as provided for in Paragraphs 1 and 2 of this Agreement.

12. The receiving Academy shall provide living quarters (exclusive of meals) and medical aid to the scientists of the other country who have arrived in accordance with Paragraphs 1 and 2 of this Agreement.

Salaries (grants) shall be paid to the scientists by the sending side.

13. Each Academy, on a reciprocal basis, shall provide free of charge to the scientists of the other country who have arrived in accordance with Paragraph 2 of this Agreement, the opportunity to conduct scientific research in scientific institutions, libraries, and archives.

Expenses for procuring materials, apparatus, literature, photocopies, and microfilm which are essential to the fulfillment by the visiting scientist of his agreed research project shall be borne by the receiving side.

14. All expenses connected with the visits of scientists for participation in scientific congresses, conferences, meetings, and other events provided in Paragraph 8 of the present Agreement

shall be borne, as a rule, by the sending Academy, if there is no agreement to the contrary.

15. All expenses for sending scientists to joint symposia, provided for in Paragraph 9 of the present Agreement, shall be borne by the sending Academy. Expenses connected with organizing and conducting joint symposia shall be borne by the receiving Academy.

16. Each Academy will facilitate the timely issuance of visas to the exchange scientists of the other country in order to assure their arrival in the host country on the dates previously agreed upon by the two Academies.

17. Representatives of one Academy will visit the other country approximately one year after the signing of this Agreement in order to discuss with representatives of the other Academy problems connected with the fulfillment of the present Agreement. All expenses for such visits will be borne by the sending Academy.

18. This Agreement will enter into force upon signature.

Done, in duplicate, in the English and Russian languages, both equally authentic, on this twenty-second day of February, one thousand nine hundred sixty-four.

FOR THE NATIONAL ACADEMY OF SCIENCES OF THE USA:

Frederick Seitz
President

National Academy of Sciences of the USA

FOR THE ACADEMY OF SCIENCES OF THE USSR:

M. V. Keldysh
President

Academy of Sciences of the USSR

СОГЛАШЕНИЕ

об обмене учеными между Национальной академией наук США и Академией наук СССР в 1964 и 1965 годах

В соответствии с Соглашением между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об обменах в области науки, техники, образования, культуры и в других областях в 1964-1965 годах от 22 февраля 1964 года (Раздел II § I"а") Национальная академия наук США, с одной стороны, и Академия наук СССР, с другой стороны, придавая большое значение дальнейшему развитию обменов учеными, договорились о нижеследующем:

I. Национальная академия наук США и Академия наук СССР в 1964 и 1965 годах обменяются двадцатью видными учеными, из которых по крайней мере половина является членами соответствующих Академий, сроком до одного месяца каждый, для чтения лекций, проведения семинаров и ознакомления с научно-исследовательскими работами по различным проблемам науки.

Выбор этих ученых будет производить направляющая Академия, а осуществление визитов будет обеспечивать, в зависимости от их приемлемости, принимающая Академия.

2. Национальная академия наук США и Академия наук СССР в 1964 и 1965 годах обменяются:

а) 10 учеными сроком до одного месяца каждый для ознакомления с научно-исследовательскими работами;

б) 25 учеными сроком от 3 до 10 месяцев каждый для проведения научных работ и специализации в научно-исследовательских учреждениях другой стороны.

В 1964 и 1965 годах общий объем обменов учеными, перечис-

ленных в данном пункте, будет составлять 160 человеко-месяцев для каждой стороны.

3. Кандидатуры ученых для поездок в рамках § 1 и § 2(а) будут представляться по крайней мере за три месяца до предлагаемой даты начала визита. При назначении кандидатов для поездки направляющая Академия представляет принимающей Академии анкету на каждого ученого, в которой указывается: фамилия ученого, образование, место работы, научная специализация, библиографические данные, институты и имена ученых в принимающей стране, которые ученый желает посетить, знание иностранных языков, темы соответствующих лекций и приблизительная дата прибытия в принимающую страну.

Принимающая Академия даст ответ на это представление в течение двух месяцев по его получении. В случае приемлемости поездки, принимающая Академия сообщит наименования институтов, включенных в программу ученого и подтвердит предложенную дату прибытия, или предложит другую дату начала программы.

По прибытии в принимающую страну каждый ученый получит программу всей его поездки в письменной форме.

4. Поездки ученых в рамках § 2 (б) будут осуществляться следующим образом. Каждая Академия представляет другой Академии анкету на каждую кандидатуру ученого по каждой поездке по крайней мере за четыре месяца. В анкете указываются те же сведения, что и по § 3, за исключением тем лекций, если ученый не намерен с ними выступать. В каждой анкете будет также отмечаться предлагаемая продолжительность и сроки визита и желание ученого, где он предполагает проводить работу, а также имена ученых в принимающей стране, с которыми он желал бы работать.

Не позднее, чем через три месяца после получения представлений, Академии дадут ответ в соответствии с их возможностями принять рекомендованного ученого. В отношении каждой приемлемой поездки в ответе должна подтверждаться приблизительная дата прибытия или указываться альтернативные даты, подтверждаться основной институт для проведения работы ученых, или предлагаться альтернативное место размещения, а также подтверждаться возможности любых поездок по стране, включенных в программу исследовательской работы.

5. По получении согласия от принимающей Академии принять данного ученого направляющая Академия примерно за 10 дней информирует принимающую Академию о точной дате его прибытия.

6. Обмены, предусмотренные в §§ I и 2 данного Соглашения могут быть расширены, сокращены или изменены по договоренности между Академиями.

7. В дополнение к поездкам, предусмотренным настоящим Соглашением, каждая Академия и связанные с ней институты могут приглашать отдельных ученых другой страны для специальных визитов. Каждая Академия приложит все усилия к тому, чтобы содействовать осуществлению таких визитов. Финансовые вопросы, связанные с указанными визитами, решаются в каждом случае отдельно.

8. Национальная академия наук США и Академия наук СССР будут обеспечивать приглашение отдельных ученых другой страны участвовать в национальных научных конференциях и способствовать этим ученым, насколько это возможно, в посещении научно-исследовательских институтов по их специальности, когда такие посещения предусмотрены программами указанных научных конференций.

9. Национальная академия наук США и Академия наук СССР договорились о желательности проведения в США и СССР совместных сим-

позиумов по актуальным научным проблемам.

Для подготовки таких симпозиумов в каждом случае создается оргкомитет из представителей обеих Академий. Рабочий аппарат создается Академией той страны, в которой намечено проведение симпозиума.

Каждая Академия имеет право издавать труды симпозиума на своем языке.

10. Национальная академия наук США и Академия наук СССР соглашаются оказывать содействие в установлении контактов с научными учреждениями и организациями, архивами и библиотеками другой страны, работа которых связана с Академиями, а также продолжать обмен научными изданиями.

Административные вопросы

11. Транспортные расходы всех ученых, командируемых в соответствии с §§ 1 и 2 настоящего Соглашения, будет нести направляющая Академия до пункта главного назначения и обратно, которыми, как правило, будут являться Вашингтон и Москва.

Принимающая сторона несет расходы по поездкам внутри страны, если они непосредственно связаны с целью визита, предусмотренного в §§ 1 и 2 настоящего Соглашения.

12. Принимающая Академия обеспечивает оплату жилья (питание не включается) и медицинской помощи ученым другой страны, прибывшим в соответствии с §§ 1 и 2 настоящего Соглашения.

Заработная плата (стипендия) ученым выплачивается направляющей стороной.

13. Каждая Академия на основе взаимности безвозмездно предо-

ставляет ученым другой страны, прибывшим в соответствии с § 2 настоящего Соглашения, возможность проводить научно-исследовательскую работу в научных учреждениях, библиотеках и архивах.

Расходы по предоставлению материалов, приборов, литературы, фотокопий и микрофильмов, которые необходимы для выполнения командированным ученым согласованной программы работы, несет принимающая сторона.

14. Все расходы, связанные с командировками ученых для участия в научных съездах, конференциях, совещаниях и других мероприятиях, предусмотренных § 8 настоящего Соглашения, несет, как правило, направляющая Академия, если не будет иной договоренности.

15. Все расходы, связанные с командировками ученых на совместные симпозиумы, предусмотренные § 9 настоящего Соглашения, несет направляющая Академия. Расходы, связанные с подготовкой и проведением совместных симпозиумов, несет принимающая Академия.

16. Каждая Академия будет содействовать своевременному получению виз участниками обмена другой страны для того, чтобы обеспечить их приезд в принимающую страну во время, ранее согласованное между двумя Академиями.

17. Примерно через год после подписания настоящего Соглашения представители одной Академии посетят другую страну для того, чтобы обсудить с представителями другой Академии вопросы, связанные с выполнением настоящего Соглашения. Все расходы, связанные с такими визитами несет направляющая Академия.

18. Данное соглашение вступит в силу с момента его подписания обеими сторонами.

Совершено в двух экземплярах, на английском и русском языках, каждый из которых в равной степени аутентичен

22 февраля тысяча девятьсот шестьдесят четвертого года.

За Национальную Академию наук США

Фредерик Сейтц

Президент Национальной Академии наук США

За Академию наук СССР

М.В.Келдыш

Президент Академии наук СССР

ANNEX NO. II

AGREEMENT ON EXCHANGE OF SCHOLARS
BETWEEN THE AMERICAN COUNCIL OF LEARNED SOCIETIES
AND THE ACADEMY OF SCIENCES OF THE U.S.S.R.
FOR 1964 AND 1965

In accordance with the Agreement between the United States of America and the Union of Soviet Socialist Republics on Exchanges in the Scientific, Technical, Educational, Cultural and other Fields in 1964-1965, dated February 22, 1964 [Section II, Paragraph (1)(b)], the American Council of Learned Societies on the one hand and the Academy of Sciences of the U.S.S.R. on the other, attaching great significance to the further development of exchange of scholars, have agreed as follows:

1. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. will exchange seven (7) scholars in 1964 and 1965 for a period of up to one month each, to deliver lectures and conduct seminars on various problems of the humanities and social sciences, as well as for the purpose of becoming acquainted with scholarly research.

2. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. will exchange up to fifteen (15) scholars for periods of three to ten (3 - 10) months each in 1964 and 1965 for the purpose of becoming acquainted with scholarly research in the fields of the humanities and social sciences, as well as for conducting research work in the scholarly institutions of the other side, for a total period of not exceeding seventy (70) man-months.

The sending side shall recommend the candidacies of the scholars and the subjects of their work and the receiving side shall provide the working place and the necessary conditions for carrying on their research in appropriate scholarly institutions.

3. With reference to scholars to be exchanged under Paragraph 1, above, either the Council or the Academy may, at its discretion, at any time while this Agreement is in effect, propose lecture subjects on which it wishes to receive lecturers from the other country. When the Council or the Academy receives such a request it shall respond within two months' time, designating a lecturer and sending a data sheet for him or making an alternate proposal.

The receiving side shall notify the sending side within two months' time about the possibility of receiving a designated lecturer.

4. Visits by scholars under Paragraph 2 shall be arranged in the following manner. At least four months in advance, the Council or the Academy will provide to the other party a data sheet for each nominee for a visit. The data sheet will include the following information: name of the scholar; education; professional employment; scholarly specialization; bibliography, institutions and scholars in the receiving country which the scholar wants to visit; knowledge of foreign languages; title of lectures as appropriate; and approximate date of arrival in the receiving country. Each data sheet will also indicate the proposed duration and dates of the visit and the nominee's choices for placement for research, together with the names of scholars in the receiving country with whom he would wish to work.

No later than three months after receipt of the nomination, the Council or the Academy will respond regarding its ability to

receive the nominee. For each visit that is acceptable, the response will confirm the approximate date of arrival or suggest alternate dates, will confirm the institution where the scholar will work or offer alternate placement, and will confirm opportunities for any field trips included in the research project.

5. The sending side shall inform the receiving side of the date and means of arrival of the scholar being exchanged under Paragraph 1 or 2 above not less than ten (10) days in advance.

6. The exchange of scholars provided for in Paragraphs 1 and 2 of this Agreement does not exclude supplementary expansion, abridgement, or alteration of the exchanges by agreement between the American Council of Learned Societies and the Academy of Sciences of the U.S.S.R.

7. In addition to the visits otherwise provided for in this Agreement, the American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. and institutions associated with them may invite individual scholars of the other country for special visits. The Council and the Academy will make every effort to facilitate the fulfillment of such visits. The financial arrangements for such visits shall be determined separately in each case.

8. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. agree on the desirability of conducting, in the United States and in the Soviet Union, joint symposia on significant scholarly problems in specialized fields in the humanities and the social sciences.

An organizing committee consisting of representatives of both sides shall be created for preparing such symposia. A working staff shall be established by the Council or the Academy of the country in which the symposium is to be held.

Expenses incurred in sending scholars to joint symposia shall be defrayed by the sending side. All expenses connected with preparing and conducting joint symposia shall be defrayed by the receiving side.

The Council and the Academy shall each have the right to publish the proceedings of the symposium in its own language.

9. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. agree mutually to facilitate the establishment of relations with scholarly institutions and organizations, archives and libraries of the other side, whose work is connected with them, as well as to develop exchanges of scholarly publications.

10. The sending side shall in all cases bear the expenses of the travel of its scholars to and from the principal destination.

The receiving side shall bear the expenses of travel within the country, if it is directly connected with the object of stay as provided for by Paragraphs 1 and 2 of this Agreement.

11. The receiving side shall pay the expenses of lodging and medical aid to the other side's scholars who have arrived in accordance with Paragraphs 1 and 2 of this Agreement.

The salaries (stipends) of scholars shall be paid by the sending side.

12. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. shall give, free of charge, to the scholars of the other side who have arrived in accordance with this Agreement, the opportunity to carry on research in scholarly institutions, libraries, and archives.

13. The receiving side shall facilitate the acquisition by the visiting scholars of materials, literature, photo-copies,

microfilms, and so on, within the limits of the work programs agreed on, and shall bear the expense of acquisitions.

14. Each side will facilitate the timely issuance of visas to exchange scholars from the other country in order to assure their arrival in the host country on the dates previously agreed upon by the two sides, and also facilitate issuance of visas for the entire time of the research visit agreed on by both sides.

15. The provisions of this Agreement may be partially altered by the mutual consent of the American Council of Learned Societies and the Academy of Sciences of the U.S.S.R.

16. This Agreement will enter into force upon signature.

Executed in duplicate, in the English and Russian languages, both equally authentic, on February 22, 1964.

FOR THE AMERICAN COUNCIL OF LEARNED SOCIETIES:

Frederick Burkhardt

Frederick Burkhardt
President of the
American Council of Learned Societies

FOR THE ACADEMY OF SCIENCES OF THE U.S.S.R.:

M. V. Keldysh
President of the
Academy of Sciences of the U.S.S.R.

СОГЛАШЕНИЕ

об обмене учеными между Американским советом познавательных обществ и Академией наук СССР на 1964 и 1965 годы

В соответствии с Соглашением между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об обменах в области науки, техники, образования, культуры и в других областях в 1964-1965 годах от 22 февраля 1964 года (Раздел II, § I "б") Американский совет познавательных обществ с одной стороны, и Академия наук СССР с другой стороны, придавая большое значение дальнейшему развитию обменов учеными, договорились о нижеследующем:

1. Американский совет познавательных обществ и Академия наук СССР обменяются в 1964 и 1965 годах семью (7) учеными сроком до одного месяца каждый для чтения лекций и проведения семинаров по различным проблемам гуманитарных и общественных наук, а также для ознакомления с научно-исследовательскими работами.

2. Американский совет познавательных обществ и Академия наук СССР обменяются в 1964 и 1965 гг. до пятнадцати (15) ученых на срок от трех до десяти (3-10) месяцев каждый для ознакомления с научными исследованиями в области гуманитарных и общественных наук, а также для проведения научно-исследовательских работ в научных учреждениях другой стороны общим сроком до 70 человеко-месяцев.

Направляющая сторона рекомендует кандидатуры научных работников и темы их работ, принимающая сторона обеспечивает рабочее место и необходимые условия для проведения научных работ в соответствующих научных учреждениях.

3. При командировках ученых в соответствии с § I настоящего Соглашения, Совет или Академия наук по их усмотрению, в любое вре-

мя действия настоящего Соглашения, могут предлагать тематику лекций, по которой они хотели бы принимать лекторов из другой страны. Когда Совет или Академия наук получает такой запрос, они должны ответить не позднее чем через 2 месяца, выделить лектора и представить на него анкеты или дать другое предложение.

Принимающая сторона должна сообщить направляющей стороне не позднее двух месяцев о возможности приема предложенного лектора.

4. Поездки ученых в рамках § 2 будут осуществляться следующим образом. Совет или Академия наук представляет другой стороне анкету на каждую кандидатуру ученого по каждой поездке по крайней мере за четыре месяца. В анкете указываются следующие сведения: фамилия ученого, образование, место работы, научная специализация, библиографические данные, институты и имена ученых в принимающей стране, которые ученый желает посетить, знание иностранных языков, темы соответствующих лекций и приблизительная дата прибытия в принимающую страну. Кроме того, в каждой анкете должно указываться предполагаемые продолжительность и сроки визита, и желание ученого, где он предполагает проводить работу, а также фамилии ученых в принимающей стране, с которыми он желал бы работать.

Не позднее, чем через три месяца после получения представлений, Совет или Академия наук дадут ответ в соответствии с их возможностями принять рекомендованного ученого. В отношении каждой приемлемой поездки в ответе должна подтверждаться приблизительная дата прибытия или указываться альтернативные даты, подтверждаться институт для проведения работы ученых, или предлагаться альтернативное место размещения; а также подтверждаться возмож-

ности любых поездок по стране, включенных в проект исследовательской работы.

5. Посылающая сторона информирует принимающую сторону о дате и способе прибытия ученого, участвующего в обмене в соответствие с §§ I и 2 настоящего Соглашения не менее чем за десять (IO) дней.

6. Обмен учеными, предусмотренный §§ I и 2 настоящего Соглашения, не исключает дополнительного увеличения, сокращения или изменения обменов по договоренности между Американским советом познавательных обществ и Академией наук СССР.

7. В дополнение к поездкам, предусмотренным настоящим Соглашением, Совет и Академия наук и связанные с ними институты могут приглашать отдельных ученых другой страны для специальных визитов. Совет и Академия наук приложат все усилия для того, чтобы содействовать осуществлению таких визитов. Финансовые вопросы, связанные с указанными визитами, решаются в каждом случае отдельно.

8. Американский совет познавательных обществ и Академия наук СССР соглашаются о желательности проведения в Советском Союзе и в Соединенных Штатах совместных симпозиумов по актуальным научным проблемам в специальных областях гуманитарных и общественных наук.

Для подготовки таких симпозиумов создается организационный комитет, состоящий из представителей обеих Сторон. Рабочий аппарат будет создаваться Советом или Академией в зависимости от того, в какой стране намечено проведение симпозиума.

Расходы, связанные с командировкой ученых на совместные симпозиумы, будет нести посылающая сторона. Все расходы, связанные с подготовкой и проведением совместных симпозиумов, будет нести принимающая сторона.

Совет и Академия имеют право издавать труды симпозиума на своем языке.

9. Американский совет познавательных обществ и Академия наук СССР соглашаются взаимно оказывать содействие в установлении связей с научными учреждениями и организациями, архивами и библиотеками другой стороны, работа которых связана с ними, а также развивать обмен научными изданиями.

10. Направляющая сторона во всех случаях несет расходы по проезду своих ученых до основного места назначения и обратно.

Принимающая сторона несет расходы по поездкам внутри страны, если они непосредственно связаны с целью пребывания, предусмотренной §§ 1 и 2 настоящего Соглашения.

11. Принимающая сторона оплачивает ученым другой стороны, прибывшим в соответствии с §§ 1 и 2 настоящего соглашения, расходы по жилью и медицинской помощи.

Заработная плата (стипендия) ученым выплачивается направляющей стороной.

12. Американский совет познавательных обществ и Академия наук СССР безвозмездно представляют возможность ученым другой стороны, прибывшим в соответствии с настоящим Соглашением, проводить научно-исследовательскую работу в научных учреждениях, библиотеках и архивах.

13. Принимающая сторона будет содействовать приобретению материалов, литературы, фотокопий, микрофильмов и т.п. для командированных ученых в пределах согласованной программы работ и нести связанные с этим расходы.

14. Каждая сторона будет содействовать своевременной выдаче виз участникам обмена, являющимся представителями другой страны для того, чтобы обеспечить их приезд в принимающую страну во время, ранее согласованное между двумя сторонами, а также содейство-

вать выдаче виз на весь согласованный между сторонами срок научной командировки.

15. Положения настоящего Соглашения могут быть частично изменены по договоренности между Американским советом познавательных обществ и Академией наук СССР.

16. Настоящее Соглашение вступает в силу с момента его подписания.

Совершено в двух экземплярах, на английском и русском языках, каждый из которых в равной степени аутентичен.

22 февраля тысяча девятьсот шестьдесят четвертого года.

За Американский совет
познавательных обществ

Frederick Burkhardt

Фредерик Буркхардт
Президент
Американского совета
познавательных обществ

За Академию наук
СССР

М.Келдыш

М.В.Келдыш
Президент
Академии наук
СССР

[ANNEX NO. III]

MEMORANDUM

on cooperation in the field of utilization of atomic energy for peaceful purposes between the U.S. Atomic Energy Commission and the State Committee of the USSR for the utilization of Atomic Energy pursuant to the Agreement between the United States of America and the Union of Soviet Socialist Republics on exchanges in the scientific, technical, educational, cultural, and other fields in 1962-1963.

The U.S. Atomic Energy Commission and the State Committee of the USSR for the Utilization of Atomic Energy;

Bearing in mind the cooperation implemented to date in the field of peaceful uses of atomic energy;

Desiring further expansion and development of this cooperation;

Recalling Section II (3) of the Agreement between the USA and the USSR on exchanges in the scientific, technical, educational, cultural, and other fields in 1962-1963, signed at Washington on March 8, 1962;[1]

Have agreed upon the following arrangements and procedures for carrying out reciprocal exchanges in the course of 1963-1965;

I. Exchange of Specialist Visits

For the purpose of studying scientific and technical achievements in the field of peaceful utilization of atomic energy in the USA and the USSR, both Parties agree to conduct exchanges of visits by groups of specialists to scientific establishments in the USA and the USSR on an agreed and reciprocal basis in the following fields:

1. Nuclear power reactors, including fast neutron reactors and nuclear superheat reactors;

2. Plasma physics and controlled thermonuclear fusion;

[1] TIAS 5112; 13 UST 1498.

3. Nuclear physics, physics of high and low-energy particles;

4. Solid state physics;

5. Purification and disposal of radioactive waste products;

6. The use of tracer compounds in medicine;

7. Radioneurological research;

8. Design and utilization of charged particle accelerators.

As to the production, separation, and purification of transplutonium isotopes, this question is subject to agreement in 1964.

The visits indicated above, as well as additional visits which may be agreed in these and other fields of peaceful uses of atomic energy, shall be carried out in accordance with the following procedures:

a. The specific dates and duration of visits, composition of groups, list of facilities to be visited, as well as the specific field of activity contemplated by each Side for each exchange of visits, shall be agreed upon between the U.S. Atomic Energy Commission and the State Committee of the USSR for the Utilization of Atomic Energy, and confirmed through diplomatic channels. However each group of specialists from either Side will consist of up to ten (10) persons and the length of each visit will be from 10 to 15 days.

b. In all cases the sending country will pay the subsistence, lodging, transportation and other expenses of its scientists and personnel accompanying them to their destination and return, as well as within the host country. The host country will be responsible for making suitable arrangements such as hotel accommodation and travel, and for providing necessary interpreters.

c. This Memorandum should not be construed to cover principles and conditions governing the participation of scientists and specialists of both countries in conferences (symposia) organized in the USA and the USSR.

d. Agreement in regard to any exchanges under this Memorandum may be terminated by either Side on thirty days notice.

II. Exchange of Research Specialists

The Parties agree to implement an exchange of 2-3 research specialists in each of the fields of controlled thermonuclear fusion, reactor techniques, and the physics of high-energy particles to gain practical experience and to study the performance of operating thermonuclear installations and apparatus, reactors and accelerators in the USA and the USSR for a term of not over one year. This term shall be determined by agreement in each separate case.

III. Exchange of Information

The Parties agree to exchange scientific information on a reciprocal basis by means of sending unclassified documents (books, monographs, and preprints) on current work concerned with the peaceful uses of atomic energy. The Parties shall each provide the other each month ten (10) new documents (2 copies each) starting from the month following signing of this Memorandum until the end of the term of this Memorandum. Initially, the exchange of documents would be in the areas in which the Parties agree to exchange visits. The number of documents to be exchanged and the list of areas of exchange may be increased by agreement.

The Parties also agree to exchange doctoral dissertations in the fields of high energy physics, nuclear physics, solid state physics, controlled thermonuclear fusion, and the use of tracer

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compounds in medicine. Initially, the Parties agree to exchange forty (40) such suitable dissertations (two copies each) on current work, provided that this number may be increased by mutual agreement. In this connection the Parties have agreed that the dissertations sent by the State Committee of the USSR for the Utilization of Atomic Energy shall consist of dissertations for the degree of candidate of science as well as doctor of science.

In order that the International Atomic Energy Agency and its members may fully benefit from this cooperation, the reports and other documents which the Parties to the agreement will exchange will also be transmitted to the Agency.

IV. Holding Joint Conferences and Discussing Research on Specific Scientific Problems

The Parties agree to hold joint conferences of specialists of both countries to discuss works on low-energy nuclear physics (in the Soviet Union) and on purification of liquid radioactive wastes from power and research reactors and radiochemical laboratories, and solidification and disposal of radioactive wastes (in the United States). The scheduling of conferences and the number of participants shall be agreed upon later.

V. Exchange of Instruments

The Parties will consider the possibility of making available to each other scientific instruments on agreed terms and on a reciprocal basis. Such arrangements will proceed only to the extent mutually agreed upon and permissible under the laws and export policies of the respective countries.

* * * * *

The U.S. Atomic Energy Commission and the State Committee

of the USSR for the Utilization of Atomic Energy may, from time to time, come to agreement on additional proposals which will be subject to approval by both Sides.

This Memorandum shall enter into force on the date of its signature and shall thereupon replace the Memorandum on cooperation between the USA and the USSR in the field of the utilization of atomic energy for peaceful purposes, signed at Washington on November 24, 1959. [1]

This Memorandum shall continue in force for the years 1963-1965, provided that its continuation beyond 1963 shall be subject to the anticipated renewal of the existing inter-governmental agreement on exchanges.

Done at Moscow on May 21, 1963, in duplicate in the English and Russian languages, both texts being authentic and having equal force.

For the U.S. Atomic Energy Commission

Glenn T. Seaborg

For the State Committee of the USSR for the Utilization of Atomic Energy

[1] TIAS 4362, p. 37; 10 UST 1970.

МЕМОРАНДУМ

о сотрудничестве в области использования атомной энергии в мирных целях между Государственным комитетом по использованию атомной энергии СССР и Комиссией по атомной энергии Соединенных Штатов Америки к "Соглашению между Союзом Советских Социалистических Республик и Соединенными Штатами Америки об обменах в области науки, техники, образования, культуры и в других областях на 1962 - 1963 г.г."

Государственный комитет по использованию атомной энергии СССР и Комиссия по атомной энергии Соединенных Штатов Америки,

имея в виду осуществлявшееся до сих пор сотрудничество в области использования атомной энергии в мирных целях;

стремясь к дальнейшему расширению и развитию этого сотрудничества;

основываясь на Разделе П (3) "Соглашения между СССР и США об обменах в области науки, техники, образования, культуры и в других областях на 1962 - 1963 годы", подписанного в Вашингтоне 8 марта 1962 года,

пришли к соглашению о следующих мероприятиях и процедуре осуществления взаимных обменов в течение 1963 - 1965 годов:

I. Обмен визитами специалистов

В целях ознакомления с научными и техническими достижениями в области мирного использования атомной энергии в СССР и США Стороны соглашаются проводить обмен визитами групп специалистов для посещения научных учреждений в СССР и США на согласованной и взаимной основе в следующих областях:

1. Энергетические ядерные реакторы, включая реакторы на быстрых нейтронах и ядерные реакторы с перегревом.

2. Физика плазмы и управляемый термоядерный синтез.

3. Ядерная физика, физика частиц высоких и низких энергий.

4. Физика твердого тела.

5. Очистка и захоронение радиоактивных отходов.

6. Использование меченых соединений в области медицины.

7. Радионеврологические исследования.

8. Проектирование и эксплуатация ускорителей заряженных частиц.

Что касается производства, разделения и очистки трансплутониевых изотопов, то этот вопрос подлежит согласованию в 1964 году.

Вышеуказанные визиты, так же как и дополнительные визиты, которые могут быть согласованы в этих и других областях мирного использования атомной энергии, будут проводиться в соответствии со следующим положением:

а) конкретные даты и продолжительность визитов, состав групп, список посещаемых учреждений, а также конкретная область деятельности, предусматриваемая каждой Стороной для каждого из обменов визитами, будут согласовываться между Государственным комитетом по использованию атомной энергии СССР и Комиссией по атомной энергии США и подтверждаться через дипломатические каналы. Однако каждая группа специалистов с обеих сторон будет насчитывать до 10 человек и продолжительность визита будет составлять от 10 до 15 дней;

Во всех случаях посылающая делегацию страна оплачивает суточные, квартирные, транспортные и другие расходы своих ученых и сопровождающих их лиц во время следования до места назначения и обратно, так же как и во время их пребывания в пределах принимающей страны. Принимающая страна несет ответственность за проведение надлежащих мероприятий, таких как размещение в гостиницах, организация поездок и предоставление необходимых переводчиков;

в) Настоящий Меморандум не должен истолковываться так, что он предусматривает принципы и условия, регулирующие участие ученых и специалистов обеих стран в конференциях (симпозиумах), организуемых в СССР и в США;

г) Соглашение в отношении любых обменов согласно настоящему Меморандуму может быть аннулировано любой Стороной по уведомлению за тридцать дней.

II. Обмен специалистами в области исследований

Стороны соглашаются осуществлять обмен двумя-тремя специалистами-исследователями в каждой из следующих областей: управляемого термоядерного синтеза, реакторной техники и физики частиц высоких энергий для получения практического опыта и изучения работы действующих термоядерных установок и аппаратуры, реакторов и ускорителей в СССР и США сроком не более одного года, причем этот срок устанавливается по договоренности в каждом отдельном случае.

III. Обмен информацией

1. Стороны соглашаются обмениваться научной информацией на взаимной основе путем направления несекретных материалов по текущим работам (книг, монографий и препринтов) по использованию атомной энергии в мирных целях.

Каждая Сторона передает другой Стороне десять (10) новых документов (каждый в 2-х экземплярах) ежемесячно, начиная с месяца, следующего за подписанием настоящего Меморандума, и до окончания срока действия этого Меморандума.

Первоначально обмен документами производится в тех областях, в которых Стороны соглашаются обмениваться визитами.

Количество документов и перечень областей, в которых будет производиться обмен, могут быть увеличены по соглашению.

Стороны также соглашаются производить обмен докторскими диссертациями в области физики высоких энергий, ядерной физики, физики твердого тела, управляемого термоядерного синтеза и использования меченых соединений в медицине.

Первоначально Стороны соглашаются обменяться сорока (40) подобными диссертациями (каждая в 2-х экземплярах) по текущим работам, предусматривая возможность увеличения этого числа путем взаимного соглашения.

В этой связи Стороны согласились о том, что диссертации, направляемые Государственным комитетом по использованию атомной энергии СССР, будут представлять собой диссертации на ученые степени кандидата наук и доктора наук.

2. Для того, чтобы международное агентство по атомной энергии и его члены в полной мере извлекли пользу из настоящего сотрудничества, агентству будут передаваться отчеты, доклады и другие документы, которыми будут обмениваться договаривающиеся Стороны.

IУ. Проведение совместных конференций и обсуждение работ по отдельным научным проблемам

Стороны соглашаются провести совместные конференции для обеих стран для обсуждения работ по ядерной физике низких энергий (в Советском Союзе) и по очистке жидких радиоактивных отходов от энергетических и научно-исследовательских реакторов и радиохимических лабораторий, отверждению и захоронению радиоактивных отходов (в Соединенных Штатах).

Время проведения конференций и количество их участников будут согласовываться дополнительно.

У. Обмен приборами

Стороны рассмотрят возможность предоставления друг другу научных приборов на согласованных условиях и на основе взаимности. Эти мероприятия будут проводиться только в пределах, которые будут взаимно согласованы и которые допустимы в соответствии с законами и экспортной политикой соответствующих стран.

x x x
x

Между Государственным комитетом по использованию атомной энергии СССР и Комиссией по атомной энергии США время от времени могут согласовываться дополнительные предложения, которые будут подлежать утверждению обеими Сторонами.

Настоящий Меморандум вступает в силу со дня его подписания и с этого времени заменяет "Меморандум о сотрудничестве между

СССР и США в области использования атомной энергии в мирных целях", подписанный в Вашингтоне 24 ноября 1959 года.

Настоящий Меморандум будет иметь силу в течение 1963 - 1965 г.г. при условии, что продление срока его действия по истечении 1963 года будет предметом обсуждения ожидаемого обновления существующего Межправительственного соглашения об обменах.

Совершено в гор.Москве "21" мая 1963 года в двух подлинных экземплярах, каждый на русском и английском языках. Оба текста аутентичны и имеют одинаковую силу.

От имени
Государственного комитета по
использованию атомной энергии
СССР

От имени
Комиссии по атомной энергии
США

Glenn T. Seaborg

LIBERIA

Port of Monrovia: Transfer of Title to Liberia

Agreement effected by exchange of notes
Signed at Monrovia April 13 and 14, 1964;
Entered into force April 14, 1964.

The American Ambassador to the Secretary of State of Liberia

MONROVIA, LIBERIA,
April 13, 1964.

No. 14

EXCELLENCY:

I have the honor to refer to the recent discussions between representatives of the Government of the United States of America and the Government of the Republic of Liberia relating to the Port of Monrovia and the Agreement between our two governments signed at Monrovia on December 31, 1943. [1]

In accordance with the recent discussions, I have the honor to propose that the Agreement of December 31, 1943, shall no longer be in effect; that the Government of the United States will transfer to the Republic of Liberia full title to the Port and any and all rights heretofore possessed by the United States in and with respect to the Port of Monrovia; that the Republic of Liberia will pay to the Government of the United States the sum of $18,922,682.39, the outstanding balance of the Lend-Lease financed construction cost of the Port of Monrovia, in accordance with the schedule of payments annexed hereto and, in any event, will complete such payments on or before January 1, 1999; and that the Government of the United States will, with the consent and approval of the Government of Liberia, surrender any and all rights and be relieved of any obligations it may have in or with respect to the Monrovia Port Management contract dated July 26, 1948, between the Government of the Republic of Liberia and the Monrovia Port Management Company, Ltd.[2]

I have the honor to propose further that the Government of the United States and the Government of the Republic of Liberia conclude an agreement for financing programs of educational and cultural exchange. [3] The Government of the United States will make available to carry out the purposes of this educational and cultural

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[1] EAS 411; 58 Stat. 1357.

[2] Not printed.

[3] Signed May 8, 1964. TIAS 5586; *post*, p. 660.

program currency of the Republic of Liberia in amounts equal to the payments received by the Government of the United States pursuant to the present agreement, subject to the availability of appropriations when required by the laws of the United States of America.

If the foregoing provisions are acceptable to the Government of Liberia, I have the honor to propose that this note, together with your Excellency's reply to that effect, shall constitute an agreement which shall enter into force on the date of that reply.

Accept, Excellency, the assurances of my highest consideration.

CHARLES E. RHETTS

His Excellency
J. RUDOLPH GRIMES,
Secretary of State of the Republic of Liberia.

SCHEDULE

	(Dollars)
1963	75,000
1964	150,000
1965	150,000
1966	187,500
1967	187,500
1968	225,000
1969	225,000
1970/77	375,000 annually
1978/79	560,000 annually
1980/98	675,000 annually
1999	777,682.39

The Secretary of State of Liberia to the American Ambassador

DEPARTMENT OF STATE
MONROVIA, LIBERIA
April 14, 1964

5421/DF

MR. AMBASSADOR:

I have the honour to acknowledge receipt of your letter No. 14, dated April 13, 1964, in regard to the recent discussions between representatives of the Government of the Republic of Liberia and the Government of the United States of America relating to the Port of Monrovia and the Agreement between the two Governments which was signed at Monrovia on December 31, 1943, and which letter reads word for word as follows:

"I have the honor to refer to the recent discussions between representatives of the Government of the United States of America and the Government of the Republic of Liberia relating to the Port of Monrovia and the Agreement between our two governments signed at Monrovia on December 31, 1943.

"In accordance with the recent discussions, I have the honor to propose that the Agreement of December 31, 1943, shall no longer be in effect; that the Government of the United States will transfer to the Republic of Liberia full title to the Port and any and all rights heretofore possessed by the United States in and with respect to the Port of Monrovia; that the Republic of Liberia will pay to the Government of the United States the sum of $18,922,682.39, the outstanding balance of the Lend-Lease financed construction cost of the Port of Monrovia, in accordance with the schedule of payments annexed hereto and, in any event, will complete such payments on or before January 1, 1999; and that the Government of the United States will, with the consent and approval of the Government of Liberia, surrender any and all rights and be relieved of any obligations it may have in or with respect to the Monrovia Port Management contract dated July 26, 1948, between the Government of the Republic of Liberia and the Monrovia Port Management Company, Ltd.

"I have the honor to propose further that the Government of the United States and the Government of the Republic of Liberia conclude an agreement for financing programs of educational and cultural exchange. The Government of the United States will make available to carry out the purposes of this educational and cultural program currency of the Republic of Liberia in amounts equal to the payments received by the Government of the United States pursuant to the present agreement, subject to the availability of appropriations when required by the laws of the United States of America."

The Liberian Government accepts the undertakings in your letter under reply and understands that upon receipt of this letter, your letter and this letter will constitute the Agreement between the Liberian Government and the Government of the United States of America.

Please accept, Mr. Ambassador, the assurance of my high consideration and esteem.

J RUDOLPH GRIMES

J. Rudolph Grimes
Secretary of State

His Excellency CHARLES E. KHETTS
Ambassador Extraordinary & Plenipotentiary
Embassy of the United States of America
Monrovia - Liberia

TIAS 5583

MEXICO

Trade: Beef and Veal

Agreement effected by exchange of notes
Signed at Washington May 14, 1964;
Entered into force May 14, 1964.
With Mexican letter.

The Mexican Ambassador to the Secretary of State

EMBAJADA DE MEXICO

WASHINGTON, D.C.,
14 de mayo de 1964.

SEÑOR SECRETARIO:

Tengo el honor de hacer referencia a las recientes discusiones celebradas en Washington entre representantes del Gobierno de México y del Gobierno de Estados Unidos con respecto al deseo del Gobierno de Estados Unidos de llegar a un acuerdo sobre el nivel de las futuras exportaciones de carnes de res y de ternera de México con destino a Estados Unidos. Como resultado de dichas discusiones, tengo el honor de proponer que se ponga en vigor el siguiente acuerdo entre nuestros Gobiernos:

Los Gobiernos de México y de Estados Unidos han acordado las siguientes medidas en su interés de promover un desarrollo ordenado del comercio de carnes de res y de ternera entre México y Estados Unidos. Al contraer las siguientes obligaciones los Gobiernos de México y Estados Unidos han acordado la conveniencia de conservar aproximadamente la actual estructura del comercio de estos productos entre los dos países.

1.– Por consiguiente, el Gobierno de México ha acordado limitar las exportaciones de México con destino a Estados Unidos de carnes de res y de ternera (en todas sus formas excepto carnes enlatadas, curadas y cocidas y ganado en pié) de la siguiente manera:

a) Las exportaciones se limitarán a un total de 29,600 toneladas largas en el año calendario de 1964; a 30,700 toneladas largas en el año calendario de 1965; a 31,800 toneladas largas en el año calendario de 1966. Estas cantidades se fijan en términos del peso de los productos que se exporten.

b) En cada año calendario subsiguiente habrá un aumento que corresponda a la tasa estimada de crecimiento del mercado

total de Estados Unidos para estas carnes. El incremento en el mercado total de Estados Unidos se estima en la actualidad en el 3.7 por ciento por año.

c) El propósito de los incrementos anuales establecidos en los párrafos 1 a) y 1 b) es asegurar a México una participación justa y razonable en el crecimiento del mercado de Estados Unidos. Se efectuará una revisión trienal y, en la medida que corresponda, se hará un ajuste de esta tasa estimada de incremento en el consumo para aplicarse al período trienal subsiguiente. La primera de tales revisiones se efectuará a más tardar el 1ro. de octubre de 1966.

d) El Gobierno de México pondrá todo su empeño en que las exportaciones de México con destino a Estados Unidos de carnes de res y de ternera refrigeradas o frescas mantengan aproximadamente los por cientos que representan actualmente en el total de las exportaciones anuales de México a Estados Unidos de carnes de res y de ternera.

2. El Gobierno de México limitará las exportaciones a Estados Unidos en el entendimiento de que México no se verá afectado adversamente por dichas limitaciones en relación con la posición que ocupan otros proveedores importantes en el mercado de Estados Unidos y siempre que el acceso de México al mercado de carnes de res y de ternera de Estados Unidos no sea limitado por un aumento de los aranceles sobre estos productos.

3. El Gobierno de Estados Unidos continuará permitiendo la entrada todos los años a Estados Unidos de carnes de res y de ternera exportada de México hasta por la cantidad máxima determinada para el año en cuestión, de acuerdo con las disposiciones de los párrafos 1 a) y 1 b) de este Acuerdo.

4. Ambos Gobiernos están en favor de que se negocien arreglos internacionales que permitan un acceso creciente de los países exportadores a los países importadores de carnes.

5. De concertarse tales arreglos entre un número mayor de países, el presente Acuerdo podría formar parte de los mismos.

6. Los dos Gobiernos acuerdan consultarse, a solicitud de cualquiera de ellos, sobre cualquiera cuestión que surja con motivo de la aplicación de este Acuerdo.

7. Cualquiera de los dos Gobiernos podrá dar por concluido este Acuerdo a la terminación de un año calendario, mediante una notificación por escrito que se presente por lo menos 180 días antes de finalizar dicho año.

Si estas propuestas son aceptables para su Gobierno, esta nota y su nota de aceptación, constituirán un Acuerdo entre nuestros Gobiernos.

Reitero a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

ANTONIO CARRILLO
Embajador.

Excelentísimo señor DEAN RUSK
Secretario de Estado
Washington, D.C.

The Acting Secretary of State to the Mexican Ambassador

DEPARTMENT OF STATE
WASHINGTON
May 14 1964

EXCELLENCY:

I have the honor to refer to your note of May 14, 1964, concerning trade in beef and veal between Mexico and the United States which reads in translation as follows:

"I have the honor to refer to recent discussions in Washington between representatives of the Government of Mexico and the Government of the United States with regard to the desire of the Government of the United States to arrive at an understanding concerning the level of future exports of beef and veal from Mexico to the United States. As a result of these discussions, I have the honor to propose that the following Agreement shall become effective between our Governments:

The Governments of Mexico and the United States have agreed to the following measures in the interest of promoting the orderly development of trade in beef and veal between Mexico and the United States. In assuming the following obligations, the Governments of Mexico and the United States have agreed on the desirability of preserving approximately the present pattern of trade in these products between the two countries.

1. Accordingly, the Government of Mexico agrees to limit exports from Mexico to the United States of beef and veal (in all forms except canned, cured and cooked meat and live cattle), in accordance with the following:

(a) Exports will be limited to a total of 29,600 long tons in calendar year 1964, 30,700 long tons in calendar year 1965, and 31,800 long tons in calendar year 1966, all in terms of product weight.

(b) In each succeeding calendar year there shall be an increase, corresponding to the estimated rate of increase in the total United States market for these meats. This increase in the total United States market is presently estimated to be 3.7 percent annually.

(c) The purpose of the annual increases established in paragraphs 1(a) and 1(b) is to secure to Mexico a fair and reasonable share in the growth of the United States market. There shall be a triennial review and, as appropriate, an adjustment of this estimated rate of increase in consumption to apply to the succeeding three-year period. The first such review shall take place no later than October 1, 1966.

(d) The Government of Mexico shall use its best endeavors to limit exports from Mexico to the United States of chilled or fresh beef and veal approximately to the percentage which chilled or fresh beef and veal currently constitute of total annual exports of beef and veal from Mexico to the United States.

2. The Government of Mexico shall limit exports from Mexico to the United States upon the understanding that Mexico will not be adversely affected by such limitations in relation to the position of other substantial suppliers in the United States market and so long as Mexico's access to the United States market for beef and veal is not limited by an increase in the duties on these products.

3. The United States Government shall continue to permit access each year into the United States for beef and veal exported from Mexico up to the maximum quantity determined for that year in accordance with the provisions of paragraphs 1(a) and 1(b) of this Agreement.

4. The Governments favor the negotiation of international arrangements leading to expanding access in meat importing countries.

5. Should such wider international arrangements be reached, they could subsume this Agreement.

6. The Governments agree to consult, at the request of either Government, on any questions arising on the implementation of this Agreement.

7. Either Government may terminate this Agreement, effective at the end of a calendar year, by written notice given at least 180 days prior to the end of that calendar year.

If these proposals are acceptable to your Government this note and your note of acceptance shall form an Agreement between our Governments."

I have the honor to confirm on behalf of the Government of the United States that the Agreement proposed in your note and set forth above is acceptable to the United States Government and will govern trade in beef and veal between Mexico and the United States.

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

GEORGE W. BALL
Acting Secretary of State

His Excellency
ANTONIO CARRILLO FLORES,
Ambassador of Mexico.

The Mexican Ambassador to the Deputy Assistant Secretary, Bureau of Economic Affairs, Department of State

EMBAJADA DE MEXICO

WASHINGTON, D.C.,
14 de mayo de 1964.

ESTIMADO SR. JACOBSON:

Durante la negociación del Convenio concertado hoy entre México y Estados Unidos con respecto al comercio de carnes de res y de ternera, expresó usted que esperaba que al distribuir las cantidades cuya exportación va a permitirse, o al tomar cualquiera otra medida en cumplimiento del Acuerdo, mi Gobierno no establecería discriminaciones contra empresas en México de la industria de la carne, que tuvieran participación de capital norteamericano en favor de compañías íntegramente propiedad de mexicanos.

Deseo asegurarle en nombre de mi Gobierno que las empresas en la industria mexicana de carnes de res y de ternera en las que haya participación de capital norteamericano, no estarán sujetas a ninguna discriminación en el cumplimiento del Convenio.

Atentamente,

ANTONIO CARRILLO
Antonio Carrillo Flores,
Embajador de México.

SR. JEROME JACOBSON,
Secretario Auxiliar Adjunto,
Oficina de Asuntos Económicos,
Departamento de Estado,
Washington, D.C.

Translation

EMBASSY OF MEXICO

WASHINGTON, D.C.,
May 14, 1964.

DEAR MR. JACOBSON:

During the negotiation of the Agreement concluded today between Mexico and the United States concerning trade in beef and veal, you stated your expectation that in allocating the quantities permitted to be exported, or in taking any other measure in implementation of the Agreement, my Government would not introduce any discrimination against meat-industry enterprises in Mexico with American capital participation in favor of companies wholly owned by Mexicans.

I should like to assure you on behalf of my Government that enterprises with participating American capital in the Mexican beef and veal industries will not be subject to any discrimination in the implementation of the Agreement.

Very sincerely,

ANTONIO CARRILLO

Antonio Carrillo Flores
Ambassador of Mexico

Mr. JEROME JACOBSON
Deputy Assistant Secretary
Bureau of Economic Affairs,
Department of State,
Washington, D.C.

33-259 O-64-42

BRAZIL

Agricultural Commodities

Agreement amending the agreement of September 11, 1963.
Effected by exchange of notes
Signed at Rio de Janeiro May 15, 1964;
Entered into force May 15, 1964.
With agreed minutes and exchanges of notes.

The Brazilian Minister of Foreign Affairs to the American Ambassador [1]

MINISTERIO DAS RELAÇÕES EXTERIORES

DPB/DAI/170/811.(22)(00) *Em 15 de maio de 1964*

SENHOR EMBAIXADOR,

Tenho a honra de referir-me ao V Acôrdo sôbre Produtos Agrícolas, assinado a 11 de setembro de 1963, entre o Govêrno dos Estados Unidos do Brasil e o Govêrno dos Estados Unidos da América, às Notas trocadas e às Atas Oficiais, que constituem parte do referido Acôrdo.

2. De conformidade com os entendimentos havidos entre os representantes dos dois Governos, propõe o Govêrno brasileiro seja emendado o V Acôrdo sôbre Produtos Agrícolas da seguinte forma:

e) [2] os produtos e os valôres indicados no Artigo I, parágrafo 1, passam a ser os seguintes:

PRODUTOS	VALOR DE MERCADO DA EXPORTAÇÃO
Trigo, inclusive farinha	US$ 153.200.000
Óleo de algodão Óleo de soja	5.700.000
Leite em pó	400.000
Manteiga	300.000
Banha	3.000.000
Ervilhas sêcas	900.000

[1] The English language translation of the Brazilian note is quoted in the United States note; *post*, p. 652.

[2] Should read "a)".

PRODUTOS	VALOR DE MERCADO DA EXPORTAÇÃO
Lentilhas	US$ 200.000
Sôrgo em grão	800.000
Transporte marítimo (estimado)	23.000.000
Total	US$ 187.500.000

b) o Artigo II, parágrafo (b) passa a ter a seguinte redação: "Para doações ao Govêrno do Brasil, segundo o subparágrafo (e) do Artigo 104 da Lei, para financiamento de projetos de fomento ao desenvolvimento econômico, segundo fôr periódica e mùtuamente acordado, vinte (20) por cento dos cruzeiros gerados de conformidade com o presente Acôrdo".

c) o Artigo II, parágrafo (d) passa a ter a seguinte redação: "Para utilização pelo Govêrno dos Estados Unidos da América, em quaisquer das finalidades autorizadas pelo Artigo 104 da Lei, os cruzeiros reservados a doações e empréstimos nos têrmos dos parágrafos (b) e (c) acima, se os mesmos não forem desembolsados da "Conta Especial" do Govêrno dos Estados Unidos da América no Banco do Brasil, mencionada no parágrafo 2 do Artigo III abaixo, dentro de trinta e seis (36) meses da data do presente Acôrdo."

3. Outrossim, proponho que a presente Nota e a Nota de resposta de Vossa Excelência, concordando com o que acima precede, constituam um acôrdo entre os nossos Governos sôbre a matéria, para entrar em vigor na data da Nota de Vossa Excelência.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

V. DA CUNHA

A Sua Excelência o Senhor LINCOLN GORDON,
Embaixador dos Estados Unidos da América

The American Ambassador to the Brazilian Minister of Foreign Affairs

No. 848 RIO DE JANEIRO, *May 15, 1964*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No. 170, dated today, the English language version of which reads as follows:

"I have the honor to refer to the Fifth Agricultural Commodities Agreement between the Government of Brazil and the Government of the United States of America, signed September 11, 1963 and to the exchanges of notes and minutes constituting part of that Agreement. [1]

"2. The Government of Brazil proposes, in conformity with understandings reached between representatives of our two Governments, to amend the Fifth Agricultural Commodities Agreement as follows:

a) the commodities and the amounts indicated in Article I, paragraph 1 are revised to read as follows:

Commodity	Export Market Value
Wheat, including flour	US$153,200,000
Cottonseed oil Soybean oil	US$ 5,700,000
Powdered milk	US$ 400,000
Butter	US$ 300,000
Lard	US$ 3,000,000
Dried peas	US$ 900,000
Lentils	US$ 200,000
Grain sorghum	US$ 800,000
Ocean transportation (estimated)	US$ 23,000,000
Total	US$187,500,000

b) Article II, paragraph (b) is revised to read as follows: 'For grants to the Government of Brazil under Section 104 (e) of the Act for financing such economic development projects as may from time to time be mutually agreed, twenty (20) per cent of the cruzeiros accruing pursuant to this Agreement.'

c) Article II, paragraph (d) is revised to read as follows: 'For use by the Government of the United States of America for any purposes authorized by Section 104 of the Act, cruzeiros set aside for grants and loans under (b) and (c) above in the event that they are not disbursed from the "special account" of the Government of the United States of America in the Banco do Brasil, referred to in paragraph 2 of Article III below, within thirty six (36) months from the date of this Agreement.'

"3. I propose that this Note and Your Excellency's reply concurring therein shall constitute an agreement between our two Gov-

[1] TIAS 5471; 14 UST 1669.

ernments on this matter, to enter in force on the date of your note in reply."

In reply, I am pleased to confirm that the Government of the United States of America concurs in the foregoing proposal.

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

LINCOLN GORDON

His Excellency
Ambassador VASCO TRISTÃO LEITÃO DA CUNHA,
Minister of Foreign Affairs,
Republic of the United States of Brazil,
Rio de Janeiro.

AGREED OFFICIAL MINUTES WITH REFERENCE TO THE AMENDMENT OF MAY 15, 1964 TO THE AGREEMENT SIGNED SEPTEMBER 11, 1963 BETWEEN THE GOVERNMENT OF THE UNITED STATES OF BRAZIL AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

Pursuant to discussions held by representatives of the Government of the United States of Brazil and the Government of the United States of America regarding the Amendment referred to above, it is understood that:

1. Among the commodities the export of which shall be prevented by the government of Brazil in conformity with the provisions of Article IV, paragraph 1 of the Agreement shall be included, *inter alia*, peanuts, soybeans, cotton seed and oils derived therefrom. These commodities shall not include babaçú kernels or babaçú oil, since this oil is not considered in Brazil to be an edible oil.

2. With regard to wheat and edible oils provided under this Agreement, any extension of shipping date beyond December 31, 1964 would require a new agreement as to the volume of commercial purchases of these commodities made by Brazil from free world sources for calendar year 1965.

3. The term "final date on which such commodities are received and utilized," in Article 4, paragraph 1 of the Agreement, shall be interpreted to mean the final date on which such commodities received by Brazil under the Agreement are released into normal trade channels for consumption.

Rio de Janeiro, this fifteenth of May of the year nineteen hundred and sixty-four.

FOR THE GOVERNMENT OF THE UNITED STATES OF BRAZIL:

V. DA CUNHA

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

LINCOLN GORDON

ATA OFICIAL APROVADA E RELATIVA À EMENDA DE 15 DE MAIO DE 1964 AO ACÔRDO SÔBRE PRODUTOS AGRÍCOLAS ENTRE O GOVÊRNO DOS ESTADOS UNIDOS DO BRASIL E O GOVÊRNO DOS ESTADOS UNIDOS DA AMÉRICA, NOS TÊRMOS DO TÍTULO I DA LEI DE FOMENTO E ASSISTÊNCIA AO COMÉRCIO DE PRODUTOS AGRÍCOLAS, E SUAS EMENDAS, ASSINADO EM 11 DE SETEMBRO DE 1963.

Nos têrmos das conversações havidas entre os representantes do Govêrno dos Estados Unidos do Brasil e o Govêrno dos Estados Unidos da América, relativas à Emenda acima referida, fica entendido que:

1. Entre os produtos agrícolas, cuja exportação será vedada pelo Govêrno do Brasil, na conformidade do disposto no Artigo IV, parágrafo 1, do Acôrdo, serão incluídos, *inter alia*, o amendoim, a soja, a semente de algodão e os óleos extraídos dêsses produtos. Não se incluirá o côco de babaçu, nem o óleo de babaçu, uma vez que, no Brasil, êsse óleo não é considerado comestível.
2. Nenhum embarque de trigo ou de óleos comestíveis, previstos no Acôrdo, poderá ter lugar após 31 de dezembro de 1964 sem que prèviamente, os dois governos cheguem a um nôvo entendimento sôbre o volume de compras comerciais dêsses produtos a serem efetuados pelo Brasil, em fontes supridoras do mundo livre, no ano de 1965.
3. A expressão "data limite válida para o recebimento e uso de tais produtos", contida no Artigo IV, parágrafo 1, do Acôrdo, será interpretada como referindo-se à data final em que os produtos recebidos pelo Brasil, em decorrência do Acôrdo, são liberados, para o consumo, através dos canais normais do comércio.

Rio de Janeiro, aos quinze dias do mês de maio do ano de mil novecentos e sessenta e quatro.

PELO GOVÊRNO DOS ESTADOS UNIDOS DO BRASIL:

V. DA CUNHA

PELO GOVÊRNO DOS ESTADOS UNIDOS DA AMÉRICA:

LINCOLN GORDON

The American Ambassador to the Brazilian Minister of Foreign Affairs

No. 849 RIO DE JANEIRO, *May 15, 1964*

Excellency:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Brazil signed September 11, 1963, as amended on this date,[1] and, in particular, to my Note No. 234 dated September 11, 1963 and Note No. M.R.E./DPB/DAS/DAI/197/811.-(22)(00) of the Brazilian Minister of Foreign Affairs of the same date.[2]

I wish to confirm my Government's understanding that imports of wheat under Title I of the Act[3] shall be over and above usual commercial imports from free world sources, including the United States of America, of a minimum of one million three hundred thousand (1,300,000) metric tons of wheat for calendar year 1964, instead of one million (1,000,000) metric tons of wheat as specified in the notes referred to above.

I wish further to confirm my Government's understanding that imports of edible vegetable oils under Title I of the Act shall be over and above commercial imports during calendar year 1964 from the United States of America and countries friendly to it of a minimum of seven thousand (7,000) metric tons of edible oil and/or oil seeds in oil equivalent.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

LINCOLN GORDON

His Excellency
Ambassador VASCO TRISTÃO LEITÃO DA CUNHA,
Minister of Foreign Affairs,
Republic of the United States of Brazil,
Rio de Janeiro.

[1] *Ante*, p. 650.
[2] TIAS 5471; 14 UST 1680–1681.
[3] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

The Brazilian Minister of Foreign Affairs to the American Ambassador

MINISTERIO DAS RELAÇÕES EXTERIORES,
RIO DE JANEIRO.

DPB/DAS/DAI/172/811.(22)(00) *Em 15 de maio de 1964.*

SENHOR EMBAIXADOR,

Tenho a honra de acusar recebimento da Nota de Vossa Excelência de nº 849, datada de hoje, do seguinte teor:

"Tenho a honra de referir-me ao Acôrdo sôbre Produtos Agrícolas entre o Govêrno dos Estados Unidos da América e o Govêrno do Brasil, assinado a 11 de setembro de 1963, tal como emendado nesta data, e, em particular, à minha Nota nº 234, datada de 11 de setembro de 1963, e à Nota nº DPB/DAS/DAI/197/811.-(22)(00), da mesma data, do Ministro das Relações Exteriores do Brasil.

Desejo confirmar o entendimento do meu Govêrno no sentido de que as importações de trigo, na conformidade do Título I da Lei, devem ser efetuadas sem prejuízo das importações comerciais normais provenientes de fontes supridoras do mundo livre, inclusive os Estados Unidos da América, de, no mínimo, um milhão e trezentos mil (1.300.000) toneladas métricas de trigo no ano calendário de 1964, em lugar de um milhão (1.000.000) de toneladas métricas de trigo, de conformidade com as Notas acima referidas.

Desejo, ainda, confirmar o entendimento de meu Govêrno no sentido de que as importações de óleos vegetais comestíveis, na conformidade do Título I da Lei, devem ser efetuadas sem prejuízo das importações comerciais, durante o ano calendário de 1964, dos Estados Unidos da América e Nações amigas, de, no mínimo, sete mil (7.000) toneladas métricas de óleo comestível e/ou o equivalente em óleo de sementes.

2. Muito agradeceria a Vossa Excelência confirmar o entendimento acima referido".

3. Em resposta, informo Vossa Excelência de que o Govêrno brasileiro concorda com o que acima precede.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

V. DA CUNHA

A Sua Excelência o Senhor LINCOLN GORDON,
Embaixador dos Estados Unidos da América.

Translation

MINISTRY FOR FOREIGN AFFAIRS
RIO DE JANEIRO
May 15, 1964

DPB/DAS/DAI/172/811.(22)(00)

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 849 of this date, which reads as follows:

[For the English language text of the note, see *ante*, p. 655.]

3. In reply, I inform Your Excellency that the Brazilian Government agrees to the foregoing.

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

V. DA CUNHA

His Excellency
LINCOLN GORDON,
Ambassador of the
United States of America.

The American Ambassador to the Brazilian Minister of Foreign Affairs

No. 851

RIO DE JANEIRO, *May 15, 1964*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Brazil signed September 11, 1963, as amended as of this date,[1] and, in particular, to my Note No. 236 of September 11, 1963 and Note No. DPB/DAS/DAI/200/811.(22)(00) of the Brazilian Minister of Foreign Affairs of the same date. [2]

I wish to confirm the understanding of my Government that owing to the increase in the value of the commodities to be received by Brazil under this Agreement as a result of the amendment effected today, the amount of funds for which the Government of Brazil will provide facilities for conversion into other non-dollar currencies for financing international educational exchange activities under Section 104(h) of the Act will be raised to the cruzeiro equivalent of up to three million dollars ($3,000,000).

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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[1] *Ante*, p. 650.

[2] TIAS 5471; 14 UST 1684–1686.

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

LINCOLN GORDON

His Excellency
Ambassador VASCO TRISTÃO LEITÃO DA CUNHA,
Minister of Foreign Affairs,
Republic of the United States of Brazil,
Rio de Janeiro.

The Brazilian Minister of Foreign Affairs to the American Ambassador

MINISTERIO DAS RELAÇÕES EXTERIORES

DPB/DAS/DAI/173/811.(22)(00) *Em 15 de maio de 1964*

SENHOR EMBAIXADOR,

Tenho a honra de acusar recebimento da Nota de Vossa Excelência de nº 851, datada de hoje, do seguinte teor:

"Tenho a honra de referir-me ao Acôrdo sôbre Produtos Agrícolas entre o Govêrno dos Estados Unidos da América e o Govêrno do Brasil, assinado a 11 de setembro de 1963, tal como emendado nesta data, e, em particular, à minha Nota nº 236, datada de 11 de setembro de 1963 e à Nota nº DPB/DAS/DAI/200/811.-(22)(00), da mesma data, do Ministro das Relações Exteriores do Brasil.

Desejo confirmar o entendimento de meu Govêrno no sentido de que, devido ao aumento no valor dos produtos a serem recebidos pelo Brasil, de conformidade com êste Acôrdo, e como resultado da Emenda efetuada hoje, o total dos fundos para os quais o Govêrno do Brasil facilitará a conversão em outras moedas que não sejam o dólar, para o financiamento de atividades de intercâmbio educacional internacional, de conformidade com o parágrafo (h) do Artigo 104 da Lei, será elevado, no equivalente em cruzeiros, a três milhões de dólares (US$ 3.000.000,00).

Muito agradeceria a Vossa Excelência confirmar-me o entendimento acima referido".

2. Em resposta, informo Vossa Excelência de que o Govêrno brasileiro concorda com o que acima precede.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

V. DA CUNHA

A Sua Excelência o Senhor LINCOLN GORDON,
Embaixador dos Estados Unidos da América

Translation

MINISTRY FOR FOREIGN AFFAIRS

DPB/DAS/DAI/173/811.(22)(00) *May 15, 1964*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 851 of this date, which reads as follows:

[For the English language text of the note, see *ante*, p. 657.]

2. In reply, I inform Your Excellency that the Brazilian Government agrees to the foregoing.

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

V. DA CUNHA

His Excellency
LINCOLN GORDON,
Ambassador of the
United States of America.

LIBERIA

Education: Financing of Educational and Cultural Programs

Agreement signed at Monrovia May 8, 1964;
Entered into force May 8, 1964.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF LIBERIA FOR FINANCING CERTAIN EDUCATIONAL AND CULTURAL PROGRAMS

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

Desiring to increase mutual understanding between the peoples of the United States of America and the Republic of Liberia and to promote international cooperation for educational and cultural advancement:

Have agreed as follows:

ARTICLE I

There shall be established a foundation to be known as the United States Educational and Cultural Foundation in Liberia (hereinafter designated "the Foundation"), which shall be recognized by the Government of the United States of America and the Government of the Republic of Liberia as a binational organization created and established to facilitate the administration of certain educational and cultural programs to be financed with funds made available to the Foundation by the Government of the United States of America.

Except as provided in Article V hereof, the Foundation shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the purpose set forth in the present agreement. The funds and property of the Foundation shall be regarded in the Republic of Liberia as property of a foreign government.

The funds made available under the present agreement (including any accruals arising from investments or other uses thereof as interest or otherwise), subject to the conditions and limitations hereinafter set forth, shall be used by the Foundation or such other instrumentality as may be agreed upon by the Government of the United States of

America and the Government of the Republic of Liberia for the purpose of financing:

(A) studies, research, instruction, and other educational activities (i) of or for American citizens and nationals in the Republic of Liberia, and (ii) of or for Liberian citizens and nationals in American schools and institutions of learning;

(B) visits and interchanges between the United States of America and the Republic of Liberia of students, trainees, teachers, instructors, and professors; and

(C) such other educational and cultural programs and activities as are provided for in budgets approved in accordance with Article V hereof.

Article II

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors (hereinafter designated "the Board") of eight members, four of whom shall be citizens of the United States of America and four of whom shall be citizens of the Republic of Liberia. The chief of the diplomatic mission of the United States of America to the Republic of Liberia (hereinafter designated "Chief of Mission") shall be the chairman of the Board.

The Chief of Mission shall have the power to appoint and remove the United States citizens on the Board, at least two of whom shall be officers of the United States Foreign Service establishment in the Republic of Liberia. The Secretary of State of the Republic of Liberia shall have the power to appoint and remove the Liberian citizens on the Board.

The members shall serve from the time of their appointment until the following December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside the Republic of Liberia, expiration of service or otherwise, shall be filled in accordance with the appointment procedure set forth in this Article.

The members shall serve without compensation, but the Board is authorized to pay the necessary expenses of the members in attending the meetings of the Board and in performing other official duties assigned by the Board.

Article III

The Board shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Foundation.

Article IV

In furtherance of the purposes of the present agreement and subject to the conditions thereof, the Foundation may exercise all powers necessary to the carrying out of such purposes, including the following:

(A) plan, adopt, and carry out programs in furtherance of the purposes of the present Agreement;

(B) recommend to the Board of Foreign Scholarships of the United States of America students, trainees, research scholars, teachers, instructors and professors resident in the Republic of Liberia to participate in the programs described in subparagraphs (A) and (B) of the last paragraph of Article I hereof;

(C) recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programs described in subparagraphs (A) and (B) of the last paragraph of Article I hereof as it may deem necessary for achieving the purposes and objectives of this agreement;

(D) elect a member of the Board as Treasurer and authorize him, or such other member as the Board may designate, to receive funds to be deposited in bank accounts in the name of the Foundation. The election or designation of any member to serve in such capacity shall be subject to the approval of the Secretary of State of the United States of America, and such member shall receive no compensation for such service. The Treasurer shall deposit funds in a depository or depositories designated by the Secretary of State of the United States of America, or, to the extent funds are not required for current activities, make such investments as may be acceptable to the Secretary of State of the United States of America;

(E) subject to the conditions and limitations set forth herein, authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the present agreement, including payment for transportation, tuition, maintenance and other expenses incident thereto;

(F) provide for periodic audits of the accounts of the Treasurer of the Foundation as directed by auditors approved by the Secretary of State of the United States of America;

(G) acquire, hold and dispose of property in the name of the Foundation as it shall deem necessary or desirable;

(H) incur administrative expenses as may be deemed necessary out of funds made available under the present agreement;

(I) with the approval of the Secretary of State of the United States of America and the Secretary of State of the Republic of Liberia, administer or assist in administering or otherwise facilitate other programs in furtherance of the purposes of the present agreement.

Article V

All commitments, obligations and expenditures authorized by the Foundation shall be made in accordance with an annual budget to be approved by the Secretary of State of the United States of America.

ARTICLE VI

Reports acceptable in form and content shall be made annually on the activities of the Foundation to the Secretary of State of the United States of America and the Secretary of State of the Republic of Liberia.

ARTICLE VII

The principal office of the Foundation shall be in the capital city of the Republic of Liberia, but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of any of the Foundation's officers or staff may be carried on at such places as may be approved by the Board.

ARTICLE VIII

The Government of the United States of America and the Government of the Republic of Liberia agree that currency of the Republic of Liberia acquired by the Government of the United States of America may be used for the purpose of this agreement. The Secretary of State of the United States of America shall make available to the Foundation currency of the Republic of Liberia in amounts equal to the amortization payments made by the Government of the Republic of Liberia to the Government of the United States of America pursuant to Article I of the agreement effected by exchange of Notes at Monrovia on April 13 and 14, 1964. [1] All such funds and any accruals, as interest or otherwise, arising from investment or other use thereof shall be available for expenditure by the Foundation for purposes of the present agreement, within the budgetary limits established pursuant to Article V.

The performance of this agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America when required by the laws of the United States of America.

ARTICLE IX

The Government of the United States of America and the Government of the Republic of Liberia shall make every effort to facilitate the programs authorized in this agreement and to resolve problems which may arise in the operation thereof.

ARTICLE X

Whenever, in the present agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer

[1] TIAS 5583; *ante*, p. 641.

or employee of the Government of the United States of America designated by him to act in his behalf. Whenever the term "Secretary of State of the Republic of Liberia" is used, it shall be understood to mean the Secretary of State of the Republic of Liberia or any officer or employee of the Government of the Republic of Liberia designated by him to act in his behalf.

ARTICLE XI

The present Agreement shall come into force upon the date of signature and may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of the Republic of Liberia.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE at Monrovia in duplicate this 8th day of May, A.D., 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

C E RHETTS

[SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF LIBERIA:

J. RUDOLPH GRIMES

CANADA

Continental Radar Defense System: Phaseout of Certain Stations

Agreement effected by exchange of notes
Signed at Washington May 25, 1964;
Entered into force May 25, 1964.

The Canadian Chargé d'Affaires ad interim to the Secretary of State

CANADIAN EMBASSY AMBASSADE DU CANADA

WASHINGTON, D.C.
May 25, 1964

No. 249

SIR,

I have the honour to refer to Agreements between the United States and Canada set out in the exchanges of notes of August 1, 1951 and June 12, 1961, [1] regarding the cost and operation of the continental radar defence system within Canada.

I also have the honour to refer to recent discussions which have taken place between the representatives of our two Governments concerning the changing requirements within the North American air defence system and the need to satisfy these requirements with maximum efficiency. In accord with and in support of these two purposes, the representatives of our two Governments have agreed to phase out certain of the radar stations which were established in accordance with the provisions of the 1951 exchange of notes referred to above. On behalf of my Government, therefore, I have the honour to propose that our two Governments enter into an agreement in the following terms:

(a) the radars located at Edgar, Ontario; St-Sylvestre, Québec; Parent, Québec and Beaverbank, Nova Scotia, will be deactivated as expeditiously as possible by the Canadian Government;

(b) detailed and agreed arrangements concerning the implementation of the deactivation programme will be worked out between the appropriate authorities of our two Governments; and

(c) the disposition of excess United States property at the sites will be in accordance with the exchange of notes of our two

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[1] TIAS 3049, 4774; 5 UST 1721; 12 UST 723.

33-259 O-64-43

Governments of August 28, 1961, and September 1, 1961, concerning the disposal of United States excess property in Canada. [1]

Accordingly, I have the honour to suggest that if the foregoing is acceptable to your Government, this note and your reply to that effect shall constitute an agreement between our two Governments on this subject which shall enter into force on the date of your reply.

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

H. B. ROBINSON

H. B. Robinson
Chargé d'affaires, a.i.

The Honourable DEAN RUSK
Secretary of State
Washington, D.C.

The Secretary of State to the Canadian Chargé d'Affaires ad interim

DEPARTMENT OF STATE
WASHINGTON
May 25, 1964

SIR:

I have the honor to acknowledge the receipt of your note No. 249 dated May 25, 1964, concerning the changing requirements within the North American Air Defense System and the phasing out of certain radar stations.

I am pleased to inform you that the Government of the United States accepts the proposals contained in your note and that your note and my note in reply shall constitute an agreement between our two Governments regarding this matter which shall enter into force on the date of this note.

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

For the Secretary of State:

WILLIAM C. BURDETT

The Honorable
H. BASIL ROBINSON,
Charge d'Affaires ad interim
of Canada.

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[1] TIAS 4841; 12 UST 1228.

CHINA

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of August 31, 1962, as amended.
Effected by exchange of notes
Signed at Taipei June 3, 1964;
Entered into force June 3, 1964.

The American Ambassador to the Chinese Minister of Foreign Affairs

No. 57 TAIPEI, *June 3, 1964.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by our two Governments on August 31, 1962, [1] as amended, and to propose that the agreement be further amended as follows:

In Article I, Paragraph 1, delete the words ". . . the fiscal year ending June 30, 1963 . . ." and insert in their place ". . . the periods indicated in the following commodity table . . .".

Delete the Commodity Table appearing in Article I and insert the following:

"Commodity	Supply Period	Approximate Maximum Quantity (metric tons)	Maximum Export Market Value to be Financed (thousands)
Soybeans	US FY 1963	85,000	$ 8,550
Corn	US CY 1964	15,000	827
Tobacco	US CY 1964	816	1,601
Tallow	US CY 1964	10,000	1,822
Edible Vegetable Oils	US CY 1964	3,500	868
Dairy Products	US CY 1964	310	231
Ocean Transportation (estimated)			991
Total			$14,890"

[1] TIAS 5151; 13 UST 1930.

Delete paragraph 3 of Article II and insert the following:

"3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in United States calendar years 1962 and 1963 shall be computed at the rate of three-quarters of one percent per annum and for commodities delivered in calendar year 1964 and subsequent calendar years shall be computed at the rate of three and one-half percent per annum. Such interest shall begin on the date of the last delivery of commodities in each calendar year and shall be paid annually not later than the date on which the annual payment of principal becomes due."

Delete Paragraph 4 of Article II, and insert the following in its place:

"4. All payments shall be made in United States dollars and the Government of the Republic of China shall deposit or cause to be deposited such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments."

Add at the end of numbered paragraph 1 of the United States note accompanying the agreement "and that, during Calendar Year 1964 or any subsequent period during which the commodities purchased under the agreement are being imported, the Republic of China will import with its own resources from free world sources, including the United States of America, 4,500 metric tons of edible vegetable oil or oil equivalent of soybeans of which 3,000 metric tons shall be from the United States of America; 2,268 metric tons of dry milk and/or evaporated milk of which at least 91 metric tons shall be from the United States of America; 226 metric tons of butter and/or butter fat in butter equivalent of which at least 45 metric tons shall be from the United States; 3,000 metric tons of tallow of which at least 900 metric tons shall be from the United States of America; 750 metric tons of unmanufactured tobacco of which at least 615 metric tons shall be from the United States of America. Commodities imported under the terms of this paragraph shall be in addition to commodities purchased under the terms of any agricultural commodities agreement between the two Governments."

With regard to paragraph 4, Article III of the agreement, the Government of the Republic of China agrees to furnish quarterly 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 conditions in which received; date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped. In addition, the Government of the Republic

of China agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished to assure that the program will not result in increased availability of the same or like commodities to other nations, and (b) a statement by the Government of the Republic of China showing progress made toward fulfilling commitments on usual marketings accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same or like those imported under this agreement.

It is proposed that this note and your reply concurring therein constitute an agreement between our two Governments to enter into force on the date of your reply.

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

JERAULD WRIGHT

His Excellency
SHEN CHANG-HUAN,
Minister of Foreign Affairs,
Taipei.

本部長順向

貴大使重表最高之敬意。

此致

美利堅合衆國駐中華民國大使賴特閣下

中華民國五十一年十月三日於台北

定所輸入之相同或類似產品之進出口統計資料。

茲特建議本照會及

閣下表示同意之復照即構成 貴我兩國政府間之一項協定，自

閣下復照之日起生效。」

等由。

本部長茲特證實中華民國政府對於上述

貴大使來照所建議一節，可予同意，並證實 貴大使來照及本照會即構成 貴我兩國政府間關於此事之協定，自本日起生效。相應復請查照。

自美利堅合衆國輸入。在本項條件下所輸入之產品應爲在兩國政府間任何農產品協定條件下所購之產品以外者。

關於本協定第三條第四項，中華民國政府同意按季供給下列有關本協定產品每批到達之資料：每次船名、到達日期、到達港口、收到之產品名稱及數量、收到時之狀況、卸貨完成日期、及貨物之處置包括倉儲、就地配銷情形、如係他運應註明係運往何地。中華民國政府並同意按季提供：(甲)一項其已採取防止所供應之產品轉售或轉運措施之說明，以保證不因本協定計劃之實施而導致相同或類似產品對其他國家供應之增加，暨(乙)一項顯示其對於通常交易所作承諾之履行進展情形之政府說明並附同產地國家或輸往國家與根據本協

或間接將各該支付款項繳存於美國國庫轉入物品信託公司帳戶。」

在本協定所附美國照會中第一項末尾續加：

「並將於一九六四日曆年度或在任何隨後依本協定所購產品之輸入期間，中華民國將以其本國之資力由自由世界，包括美利堅合衆國在內之各來源地輸入：食用植物油或含相等油量之黃豆四五〇〇公噸，其中三〇〇〇公噸應自美利堅合衆國輸入；奶粉及（或）淡奶二二六八公噸，其中至少九十一公噸應自美利堅合衆國輸入；奶油及（或）含等量奶油之奶脂二二六公噸，其中至少四十五公噸應自美國輸入；牛油脂三〇〇〇公噸，其中至少九〇〇公噸應自美利堅合衆國輸入；未經加工之煙葉七五〇公噸，其中至少六一五公噸應

總計　一四八九〇

第二條第三項刪除，改以下列一段替代：

『(三)爲美國一九六二及一九六三日曆年度內所運交產品之應付與美利堅合衆國政府本金未償部份之利息，應按年息百分之零點七五計算。至於一九六四及以後各日曆年度所運交產品之本金未償部份，其利息應按年利率百分之三點五計息。該項利息應自各該日曆年度最後交貨日開始計算並應逐年不遲於每年本金償付期到期日繳付。』

第二條第四項刪除，替以下列一段：

『(四)所有支付應以美金爲之，除非雙方政府同意另一繳存機關，中華民國政府應直接

品名	供應期間	約計最大數量（公噸）	擬資助之最高出口市場售額（以千美元爲單位）
黃豆	美國一九六三會計年度	八五、〇〇〇	八五五〇
玉米	美國一九六四日曆年度	一五、〇〇〇	八二七
煙葉	美國一九六四日曆年度	八一六	一、六〇一
牛油脂	美國一九六四日曆年度	一〇〇〇	一、八二二
食用植物油	美國一九六四日曆年度	三、五〇〇	八六八
奶製品	美國一九六四日曆年度	三一〇	二三一
海運費（估計數）			九九一

The Chinese Minister of Foreign Affairs to the American Ambassador

照會

外(53)北美一

009676

逕復者：接准

貴大使本日第五十七號照會內開：

「關於　貴我兩國政府於一九六二年八月卅一日簽訂嗣經修正之農產品協定，本大使茲建議再予修正如下：

第一條第一項中之『……於一九六三年六月三十日終止之會計年度內……』字句刪除，另以『……於下列產品表所示之期間內……』字句替代。

第一條中之產品表刪除，改以左表替代：

Translation

TAIPEI, TAIWAN

Wai(53)Pei-Mei-I-009676

June 3, 1964

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 57 of today's date which reads as follows:

[For the English language text of the note, see *ante*, p. 667.]

In reply, I have the honor to confirm that the proposal set forth in your note under reference is agreeable to the Government of the Republic of China and that your note and this note shall constitute an Agreement between our two Governments on this matter, effective from today's date.

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

SHEN CHANG-HUAN

[SEAL]

His Excellency
JERAULD WRIGHT,
Ambassador of the United States of America,
Taipei, Taiwan, China.

CHINA

Agricultural Commodities

Agreement signed at Taipei June 3, 1964;
Entered into force June 3, 1964.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CHINA UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

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

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

Considering that the purchase for New Taiwan dollars of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade,

Considering that the New Taiwan dollars accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Republic of China pursuant to Title I of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows

ARTICLE I

SALES FOR NEW TAIWAN DOLLARS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of China

[1] 68 Stat. 455, 7 U.S.C. §§ 1701–1709.

of purchase authorizations and to the availability of the commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for New Taiwan dollars, to purchasers authorized by the Government of the Republic of China, of the following agricultural commodities in the amounts indicated

Commodity	Export Market Value (millions)
Cotton	$11.65
Ocean transportation (estimated)	55
Total	$12.20

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the New Taiwan dollars accruing from such sale, and other relevant matters.

3. 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

USES OF NEW TAIWAN DOLLARS

The New Taiwan dollars accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown

(a) For United States expenditures under subsections (a), (b), (d), (f) and (h) through (s) of Section 104 of the Act, or under any of such subsections, 25 percent of the New Taiwan dollars accruing pursuant to this agreement.

(b) For the procurement of military equipment, materials, facilities and services for common defense purposes in accordance with Section 104(c) of the Act, 50 percent of the New Taiwan dollars accruing pursuant to this agreement.

(c) For a loan to the Government of the Republic of China under Section 104(g) of the Act for financing such projects to

promote economic development, including projects not heretofore included in plans of the Government of the Republic of China, as may be mutually agreed, 25 percent of the New Taiwan dollars accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the New Taiwan dollars for loan purposes under Section 104(g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the New Taiwan dollars for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF NEW TAIWAN DOLLARS

1. The amount of New Taiwan dollars to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into New Taiwan dollars as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Republic of China, or

(b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of the Republic of China.

2. Any refunds of New Taiwan dollars which may be due or become due under this agreement more than three years from the effective date of this agreement may, in the event that any subsequent agreement or agreements should be signed by the two Governments under the Act, be made by the Government of the United States of America from funds available from the most recent agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the Republic of China will take all possible measures to prevent the resale 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, transshipment or use is specifically approved by the Government of the United States of America), to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized (except where such export is specifically approved by the Government of the United States of America), and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of China will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities, provisions for the maintenance of usual marketings, and information relating to imports and exports of the same or like commodities.

ARTICLE V

CONSULTATION

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

33-259 O-64-44

ARTICLE VI

ENTRY INTO FORCE

This agreement shall enter into force upon signature.

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

DONE in duplicate in the English and Chinese languages, at Taipei, this third day of June, 1964 corresponding to the third day of the sixth month of the fifty-third year of the Republic of China.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[1]

[SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF CHINA

沈昌煥 [2]

[SEAL]

[1] Jerauld Wright.
[2] Shen Chang-huan.

本協定經雙方合法授權之代表簽字，以昭信守。

本協定用英文及中文各繕二份。

公曆一九六四年六月　三　日即中華民國五十三年六月　三　日訂於台北

美利堅合衆國政府代表：

中華民國政府代表：

沈昌煥

TIAS 5589

(二)雙方政府將採取合理之預防措施，以保證所有根據本協定所爲之農產品出售與採購，不致排斥美利堅合衆國此項產品之通常交易，或過份擾亂農產品之世界市價或與各友邦間商業貿易之正常型態。

(三)雙方政府於實施本協定時，應設法保證使民間貿易商得作有效經營之商業環境，並盡力發展及擴充農產品在市場上之持續需求。

(四)中華民國政府將按季供給有關本計劃進度之資料，尤其有關產品之到達暨其狀態以及維持通常交易之各種措施之資料，並供給有關同樣及類似產品進出口情形之資料。

第五條 磋商

雙方政府將循對方要求，就有關本協定之實施或有關根據本協定所作業務措施之任何事項舉行磋商。

第六條 生效

本協定自簽字之日起生效。

(乙)若有一個以上外匯交易之合法匯率時，適用中華民國政府與美利堅合衆國政府所隨時共同協議之匯率。

(二)若兩國政府根據「該法案」續行簽訂一項或一項以上之協定時，則美利堅合衆國政府對於在本協定項下可能或行將於本協定生效三年後到期之任何新台幣退款，得自在退款時已生效之最近期之農產品協定項下可使用之資金內支付之。

第四條 一般之承諾

(一)中華民國政府將採取一切可能措施，對根據本協定所購買之農產品，防止其轉售或轉運他國，以及使用於非國內之用途（除非美利堅合衆國政府明確認可此項轉售、轉運或使用）；對於與根據本協定所購買之產品之任何相同或類似之產品，無論其爲本地所出產或源自國外者，防止其在本協定簽訂後至根據本協定所購買之產品到達及使用終止之期間出口（除非美利堅合衆國政府明確認可此項出口）；並保證此項產品之購買，不致使與美國不友好之國家取得同樣或類似產品之可能性因之增加。

任何一項之規定，以依照本協定所獲得之新台幣之百分之二十五，用於美國政府之各項開支。

(乙)按照「該法案」第一〇四節(c)項之規定，以依照本協定所獲得之新台幣之百分之五十，採購軍事裝備、材料、設備及勞務爲共同防禦目的之用。

(丙)按照「該法案」第一〇四節(g)項之規定，以依照本協定所獲得之新台幣之百分之廿五，貸與中華民國政府，用以資助經雙方同意之各項促進經濟開發方案，包括前此未經中華民國政府列入計劃之各項方案在內。該項貸款之條件及其他條款將另訂貸款協定予以規定。倘於本協定簽訂後三年內，雙方未能按照「該法案」第一〇四節(g)項下規定作爲貸款之新台幣之使用獲致協議，則美利堅合衆國政府得將該項新台幣用於「該法案」第一〇四節所許可之任何目的。

第三條 新台幣之繳存

(一)繳存美利堅合衆國政府帳戶之新台幣數額應與美利堅合衆國政府所償付或資助之各項產品美金售價及海運費（因須使用美籍船舶而引起之運費超額除外）折合新台幣後等值，該項匯率如次：

(甲)若中華民國政府維持一項適用於所有外匯交易之單一匯率時，應適用美國支付美金當日之商業輸入美金結匯率，或

品名	出口市價（以百萬美元爲單位）
棉花	一一・六五
海運費（估計數）	〇・五五
總計	一二・二〇

(二)除依照本協定之任何修正協定所規定之任何增添農產品或農產品增加之數量之購買授權書，其申請須於該項修正協定生效日起九十日內爲之外，購買授權書之申請須於本協定生效日起九十日內爲之。該項購買授權書應載明有關產品之出售及交貨情形，此項出售所獲新台幣之繳存時間及狀況與其他有關事項。

(三)倘任何一方政府決定，本協定項下產品之資助，出售及交貨已因情況之變遷而無需或不願予以繼續時，該政府得終止是項農產品之資助、出售及交貨。

第二條 新台幣之用途

美利堅合衆國政府根據本協定出售農產品所獲得之新台幣，應由美利堅合衆國政府依照下列用途及比率使用，其使用方式及優先次序由美利堅合衆國政府決定之。

(甲)按照「該法案」第一〇四節(a)、(b)、(d)、(f)、及(h)至(s)等項或各該項中

美利堅合衆國政府與中華民國政府

鑒於兩國間及與其他友邦間之農產品貿易，應循不排斥美利堅合衆國對此類產品之通常交易，或不過份擾亂農產品之世界市價或與各友邦間商業貿易之正常型態之方式下，予以擴展；

鑒於以新台幣購買美利堅合衆國境內所產農產品之辦法有助於達到此項擴展貿易之目的；

鑒於由此項購買所獲得之新台幣之使用方式對兩國均有裨益；

願就依據業經修正之農產貿易推進協助法案（以下簡稱「該法案」）第一章以下列農產品售與中華民國政府一事之諒解，並就雙方政府爲擴展此項產品貿易而各別或共同採取之措施，予以規定；

茲議定條款如下：

第一條　出售農產品換取新台幣

(一)美利堅合衆國政府承諾將下列農產品資助售予經中華民國政府核定之購買人換取新台幣；但須由美利堅合衆國政府簽發購買授權書，並由中華民國政府予以接受，且以「該法案」項下之農產品在出口時可以供應者爲限，該項農產品數量如下：

美利堅合衆國政府
中華民國政府根據美國業經修正之農產貿易推進協助法案第一章成立之農產品協定

TIAS 5589

The American Ambassador to the Chinese Minister of Foreign Affairs

No. 56 TAIPEI, *June 3, 1964.*

EXCELLENCY

I have the honor to refer to the Agricultural Commodities Agreement signed today by our two Governments and to inform you of my Government's understanding of the following·

(1) In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of the Republic of China agrees that, in addition to the cotton to be purchased under the terms of this agreement, it will procure and import with its own resources from free world sources the raw cotton equivalent by weight of the total cotton textiles exported during the period that cotton under this agreement is being imported and utilized, including not less than 100,000 bales from the United States.

(2) With regard to paragraph 4 of Article IV of the agreement the Government of the Republic of China agrees to furnish quarterly 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. In addition, the Government of the Republic of China agrees to furnish quarterly (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, to assure that the program has not resulted in increased availability of the same or like commodities to other nations and (b) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

The Government of the Republic of China further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under this agreement.

(3) The Government of the Republic of China will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of New Taiwan dollars for purposes of Section 104(a) of the Act, $244,000 worth or two percent of the New Taiwan dollars accruing under the agreement, whichever is greater, to finance agricultural market development activities in other countries; and for purposes of Section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, [1] up to $750,000 worth of New Taiwan dollars to finance educational and cultural exchange programs and activities in other countries.

[1] 75 Stat. 527, 22 U.S.C. § 2451 note.

(4) The Government of the United States of America may utilize New Taiwan dollars in the Republic of China to pay for international travel originating in the Republic of China or originating outside the Republic of China when the travel (including connecting travel) is to or through the Republic of China and for travel within the United States of America or other areas outside the Republic of China when the travel is part of a trip in which the traveler travels from, to or through the Republic of China. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which New Taiwan dollars may be utilized shall not be limited to services provided by the Republic of China transportation facilities.

(5) It is the interpretation of both Governments that the provisions of the subject agreement, as in the case of similar provisions in prior agreements, relating to the use of New Taiwan dollars for the purchase of goods and services for use in other friendly countries require that the Government of the Republic of China will issue export licenses and will take any other official action necessary to permit such purchases and export.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

JERAULD WRIGHT

His Excellency
SHEN CHANG-HUAN,
Minister of Foreign Affairs,
Taipei.

美利堅合衆國駐中華民國大使賴特閣下

中華民國五十三年六月三日於台北

許此項購買與輸出所必需之官方措施。

相應照請

貴部長惠予證實上述瞭解爲荷。」

等由。

本部長茲證實，上述各節亦即爲我國政府之瞭解。

本部長順向

貴大使重表最高之敬意。

此致

四、美利堅合衆國政府得在中華民國境內利用新台幣支付自中華民國境內啓程、或自中華民國境外啓程而係前往或道經中華民國（包括聯運性旅行）之國際旅行費用，以及在美國境內或中華民國以外其他地區內之旅行費用，而此項旅行係旅行人自中華民國啓程、或前往中華民國或道經中華民國所作旅行之一部份者。茲了解，此項款項僅使用於負有美利堅合衆國政府官方任務人員或美利堅合衆國政府所資助之各項活動參與人之旅行。並了解，此項得利用新台幣所作之旅行應不限於中華民國所供給之交通設備。

五、雙方政府了解，本案協定中有關以新台幣購買物品與勞力用於其他友好國家之條款，一如前此協定中之相對條款，需要中華民國政府簽發輸出許可證並採取任何其他爲准

中華民國政府並同意以產地國家或輸往國家對於與根據本協定輸入相同或類似產品之進出口統計資料，作爲上述說明之附件。

三、中華民國政府將於美利堅合衆國政府提出請求時，就下列新台幣款額兌換爲美元以外之其他貨幣事，提供便利：依照本協定所獲得之新台幣之百分之二或價值二四四〇〇〇美元之新台幣，以其數額較高者，資助其他國家發展農產品市場之活動，作爲達成該法案第一〇四節(a)項目的之用；及以價值不超過七五〇〇〇〇美元之新台幣，資助其他國家各項教育文化交換計劃及活動，作爲達成該法案第一〇四節(h)項及一九六一年教育文化交換法案目的之用。

下棉花期間全部輸出棉織品內含原棉重量之棉花，包括自美國輸入不少於十萬包之棉花在內。

二、關於本協定第四條第四項，中華民國政府同意按季供給下列有關本協定產品每批到達之資料：每次船名、到達日期、到達港口、收到之產品名稱及數量、收到時之狀況、卸貨完成日期、及貨物之處置包括倉儲、就地配銷情形、如係他運應註明係運往何地。中華民國政府並同意按季提供：(甲)一項其已採取防止所供應之產品轉售或轉運措施之說明，以保證不因本協定計劃之實施而導致相同或類似產品對其他國家供應之增加，暨(乙)一項顯示其對於通常交易所作承諾之履行進展情形之政府說明。

The Chinese Minister of Foreign Affairs to the American Ambassador

照會

外(53)北美一

009677

逕復者：接准

貴大使本日第五十六號照會內開：

「關於　貴我兩國政府於本日簽訂之農產品協定事，本大使茲將美利堅合衆國政府之瞭解奉達如下：

一、關於上述交貨應不過份擾亂農產品之世界市價或損及各友邦間之貿易關係一節，爲表示與美利堅合衆國政府意見一致起見，中華民國政府將在本協定條件下所採購之棉花以外，另以其本國之資力，由自由世界各來源地輸入相等於中華民國在輸入並利用本協定項

33-259 O-64-45

Translation

TAIPEI, TAIWAN
June 3, 1964

Wai(53)Pei-Mei-I-009677

EXCELLENCY

I have the honor to acknowledge receipt of your note No. 56 of today's date which reads as follows.

[For the English language text of the note, see *ante*, p. 690.]

In reply, I have the honor to confirm that the foregoing also represents the understanding of my Government.

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

SHEN CHANG-HUAN
[SEAL]

His Excellency
JERAULD WRIGHT,
Ambassador of the United States of America,
Taipei, Taiwan, China.

DOMINICAN REPUBLIC

Defense: Military Assistance

Agreement signed at Santo Domingo March 8, 1962;
Entered into force June 10, 1964.

MILITARY ASSISTANCE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE DOMINICAN REPUBLIC

The Governments of the United States of America and the Dominican Republic:

In accordance with the commitments which they made in the Inter-American Treaty of Reciprocal Assistance[1] and in other international instruments to assist any American State that is the victim of an armed attack and to act jointly in the common defense and in the maintenance of the peace and security of the American Continent;

Desiring to promote peace and security within the framework of the Charter of the United Nations[2] through measures that will increase the ability of nations dedicated to fulfilling the aims and principles of the Charter to participate effectively in agreements for self-defense, both individual and collective, in support of those aims and principles;

Reaffirming their determination to cooperate fully in the collective security efforts of the United Nations in accordance with the Charter and with international efforts to reach an understanding on the universal regulation and reduction of armaments with adequate guarantees against violation;

Taking into consideration the support which the Government of the

ACUERDO DE ASISTENCIA MILITAR ENTRE LA REPUBLICA DOMINICANA Y LOS ESTADOS UNIDOS DE AMERICA

Los Gobiernos de los Estados Unidos de América y de la República Dominicana:

De acuerdo con los compromisos que pactaron en el Tratado Interamericano de Asistencia Recíproca y en otros instrumentos internacionales de ayudar a cualquier Estado Americano víctima de un ataque armado y de actuar conjuntamente en la defensa común y en el mantenimiento de la paz y la seguridad del Continente Americano;

Deseosos de fomentar la paz y la seguridad de conformidad con la Carta de las Naciones Unidas por medio de medidas que aumenten la capacidad de las naciones dedicadas a lograr las finalidades y los principios de la Carta para participar eficazmente en acuerdos para la defensa propia, tanto individual como colectiva, en apoyo de dichas finalidades y principios;

Reafirmando su determinación de cooperar plenamente con los esfuerzos de seguridad colectiva de las Naciones Unidas de acuerdo con la Carta y con los esfuerzos internacionales para alcanzar un entendido sobre la regulación y reducción universales de armamentos con adecuadas garantías contra su violación;

Tomando en consideración el apoyo que el Gobierno de los Estados Unidos

[1] TIAS 1838; 62 Stat. (pt. 2) 1681.
[2] TS 993; 59 Stat. 1031.

United States of America has brought to these principles by enacting legislation which provides for the furnishing of military assistance to nations which have joined with it in collective security arrangements;

Desiring to set forth the conditions that will govern the furnishing of such mutual assistance;

Have agreed as follows:

Article I

1. Each government will provide or continue to provide the other with the defense articles and defense services, or other military assistance which the governments providing such assistance authorize in accordance with their respective constitutions and with such terms and conditions as may be agreed upon under this agreement. The furnishing of the assistance authorized by either of the parties to this agreement shall be consistent with the Charter of the United Nations and the Inter-American Treaty of Reciprocal Assistance. The assistance provided by the Government of the United States of America under this agreement shall be subject to the terms and conditions of the Foreign Assistance Act of 1961, [1] acts amendatory and supplementary thereto and appropriation acts thereunder. In conformity with their respective constitutional procedures, the two governments through appropriate representatives shall, from time to time, enter into detailed arrangements to carry out the provisions of this agreement. Pursuant to such arrangements, military assistance may be furnished either for the purpose of internal security requirements or for the purpose of defense missions which are important to the maintenance of peace

de América ha prestado a esos principios, promulgando leyes que disponen el suministro de ayuda militar a las naciones que se han unido a ese Gobierno en acuerdos de seguridad colectiva;

Con el objeto de precisar las condiciones en que se ha de prestar esta ayuda mutua;

Han convenido en lo siguiente:

Artículo I

1. Cada Gobierno proporcionará o continuará proporcionando al otro los equipos, materiales, servicios u otra ayuda militar que los Gobiernos que suministran tales ayudas autoricen de acuerdo con sus respectivas Constituciones y de acuerdo con los términos y condiciones que sean convenidos en cumplimiento de este Acuerdo. El suministro de la ayuda que autorice cualquiera de las Partes de este Convenio, deberá ser compatible con la Carta de las Naciones Unidas y el Tratado Interamericano de Asistencia Recíproca. La ayuda prestada por el Gobierno de los Estados Unidos en virtud de este Acuerdo, estará sujeta a los términos y condiciones de la Ley de 1961 de Ayuda al Exterior, así como otras leyes modificadoras y complementarias de ésta, y a las leyes presupuestarias correspondientes. Conforme a sus respectivos procedimientos constitucionales, los dos Gobiernos concertarán de cuando en cuando, y por conducto de sus debidos representantes, arreglos detallados para llevar a efecto las disposiciones de este Acuerdo. De acuerdo con tales arreglos, podrá suministrarse ayuda militar ya sea para fines de necesidades de seguridad interna como para los de misiones de defensa que son importantes para el

[1] 75 Stat. 424, 719; 22 U.S.C. § 2151 note.

and security in the Western Hemisphere.

2. The Government of the Dominican Republic undertakes to make effective use, pursuant to the terms of this agreement, of military assistance received hereunder for the purpose furnished. The Government of the Dominican Republic will offer for return to the United States of America any defense articles furnished, other than on a reimbursable basis, by the Government of the United States of America under this agreement which are no longer required for the purpose specified in the detailed arrangements provided for in paragraph 1 of this article.

3. The Government of the Dominican Republic will not permit any use of defense articles and defense services furnished under this agreement by anyone not an officer, employee, or agent of the Government of the Dominican Republic. The Government of the Dominican Republic will not transfer, or permit any officer, employee, or agent of that country to transfer, such defense articles and defense services by gift or otherwise.

4. Funds or materials of any nature allocated to or derived from any military assistance program undertaken by the Government of the United States of America pursuant to the laws cited in this agreement, shall not be subject to garnishment, attachment, seizure, or any other judicial or administrative procedure instituted in the Dominican Republic by any person, firm, agency, corporation, organization, or government.

5. The Government of the Dominican Republic will maintain the security of defense articles and defense services furnished under this agreement, and will provide substantially the same

mantenimiento de la paz y seguridad del Hemisferio Occidental.

2. El Gobierno de la República Dominicana se compromete a hacer un uso eficaz conforme a los términos de este Acuerdo, de la ayuda militar recibida según las disposiciones del presente Acuerdo, dedicándola a los fines para los cuales se presta. El Gobierno de la República Dominicana hará la oferta de devolución a los Estados Unidos de América, de cualesquiera artículos suministrados, que no sean a base de reembolso, por el Gobierno de los Estados Unidos de América conforme a este Acuerdo que ya no sean necesarios para los fines que se especifiquen en los arreglos detallados previstos en el párrafo 1 de este Artículo.

3. El Gobierno de la República Dominicana no permitirá uso alguno de artículos para la defensa ni de servicios de defensa provistos conforme a este Acuerdo por personas que no sean oficiales, empleados o agentes del Gobierno de la República Dominicana. El Gobierno de la República Dominicana no transferirá, ni permitirá que ningún oficial, empleado o agente de ese país transfiera dichos artículos para la defensa y servicios de defensa, por donación o por otros conceptos.

4. Los fondos o materiales de cualquier naturaleza adjudicados a cualquier programa de ayuda emprendido por el Gobierno de los Estados Unidos de América de acuerdo con las leyes citadas en este Convenio, o procedentes de dichos programas, no serán afectados por secuestro, embargo o incautación, u otro procedimiento judicial o administrativo intentado por cualquier persona, firma, entidad, corporación, organización o gobierno.

5. El Gobierno de la República Dominicana adoptará las medidas de seguridad necesarias para los artículos para la defensa y para los servicios de defensa suministrados conforme a este

degree of security protection afforded to such articles and services by the Government of the United States of America.

6. The Government of the Dominican Republic will not, without mutual agreement of the representatives referred to in Article I, páragraph 1, use or permit the use of defense articles and defense services furnished under this agreement for purposes other than those for which furnished.

Article II

Each government will take appropriate steps, consistent with its security, to keep the public informed of the measures adopted under this agreement.

Article III

The two governments will, at the request of either of them, negotiate appropriate arrangements between them to make available patent licenses and technical information required to accomplish the purposes of this agreement. In such negotiations consideration shall be given to the inclusion of obligations under which each of the two governments will assume responsibility for any claims of its nationals arising from such arrangements, as well as claims presented within its jurisdiction by nationals of any country not a party to this agreement.

Article IV

Unless otherwise agreed, the Government of the Dominican Republic will grant duty free treatment and exemption from internal taxation upon importation or exportation to products, property, materials, or equipment im-

Acuerdo y dará substancialmente el mismo grado de protección que el Gobierno de los Estados Unidos de América provee para la seguridad de tales artículos y servicios.

6. El Gobierno de la República Dominicana no utilizará ni permitirá la utilización, sin acuerdo mutuo de los representantes a que se refiere el Artículo I, párrafo 1, de los artículos para la defensa ni de los servicios de defensa suministrados conforme a este Acuerdo, para fines distintos a aquéllos para los que se han suministrado.

Articulo II

Cada Gobierno tomará medidas adecuadas compatibles con su seguridad, para mantener al público informado de las medidas que se adopten en virtud de este Acuerdo.

Articulo III

Los dos Gobiernos, a solicitud de cualquiera de ellos, concertarán entre sí los arreglos que sean necesarios para hacer disponibles las licencias que se concedan bajo patentes de invención y los informes técnicos que se requieran para llevar a efecto las finalidades de este Convenio. En estas negociaciones se tomará en cuenta la inclusión de obligaciones conforme a las cuales cada uno de los dos Gobiernos asumirá la responsabilidad respecto a toda reclamación de sus nacionales originada por dichos arreglos, así como las reclamaciones que presenten en su jurisdicción los nacionales de cualquier país que no sea parte de este Convenio.

Articulo IV

El Gobierno de la República Dominicana concederá, a menos que se convenga otra cosa, la entrada libre de derechos y la exoneración de impuestos internos sobre importación o exportación a los productos, bienes, materiales

ported into its territory in connection with this agreement or similar agreements between the United States of America and any other country receiving military assistance.

Article V

1. In connection with the receipt of military assistance under this agreement, the government receiving such assistance will accept personnel of the sending government who shall be nationals of the sending government and who will discharge duties entrusted to them by such sending government in discharging its responsabilities under this agreement. Such personnel shall be granted reasonable facilities and services, including office space, custodial services, and suitable motor transportation, necessary to enable them to perform their duties in connection with this agreement, and to observe the progress of assistance furnished under this agreement. Such personnel shall function as part of the Embassy of the sending country under the direction of the Chief of that Embassy, and shall be accorded the privileges and immunities accorded to the Embassy personnel of comparable rank or grade.

2. With a view to carrying out the provisions of the preceding paragraph, the two governments will issue mutually agreed regulations governing the classification of such personnel. The two governments agree that the number of such personnel will be kept as small as possible.

3. At the request of the Chief of Embassy of the sending country, the receiving government will grant exemption from customs duties on articles imported for the use of such personnel and their families. Privileges and courtesies incidental to their diplomatic

o equipos que se importen en su territorio en relación con este Acuerdo o con Acuerdos similares entre los Estados Unidos de América y cualquier otro país que reciba ayuda militar.

Artículo V

1. En relación con la recepción de ayuda militar conforme a este Acuerdo, el Gobierno que reciba tal ayuda, aceptará personal del Gobierno que la envía, personal que estará compuesto por nacionales de dicho país y que desempeñará los deberes que le confíe dicho Gobierno en cumplimiento de sus obligaciones conforme al presente Acuerdo. A dicho personal se le proporcionará medios y servicios razonables, incluso local para oficinas, servicios de custodia y limpieza de oficinas, y transporte en vehículos a motor adecuado, necesarios para que puedan desempeñar sus obligaciones conforme a este Acuerdo, y observar la marcha de la ayuda suministrada en virtud de este Acuerdo. Dicho personal funcionará como parte de la Embajada del país que lo envía bajo la dirección del Jefe de dicha Embajada, y gozará de las mismas prerrogativas e inmunidades que se otorgan al personal de rango o grado correspondiente de la Embajada.

2. A fin de dar cumplimiento a las disposiciones del párrafo precedente, los dos Gobiernos dictarán de común acuerdo, reglamentos que rijan la clasificación de este personal. Queda convenido entre los dos Gobiernos que el número de dicho personal se mantendrá tan reducido como sea posible.

3. El Gobierno receptor, a solicitud del Jefe de la Embajada del país que envía la ayuda, concederá la exención de derechos de aduana a los artículos que se importen para el uso de los miembros de dicho personal y de sus familias. Las prerrogativas y cortesías incidentales a su condición de di-

status may be waived by the sending government.

4. It is understood that personnel of the country receiving military assistance under this agreement shall not be entitled to exemption from customs duties or to other privileges and immunities by virtue of their presence in the sending country in connection with the receipt of such assistance.

Article VI

In the interest of their mutual security, the two governments will take such measures as may be mutually agreed to control trade with nations that threaten the security of the continent.

Article VII

Both governments reaffirm their determination to join their efforts in the task of promoting international understanding and good will and of maintaining world peace, to proceed, as may be mutually agreed, to eliminate causes of international tension, and to fulfill the military obligations assumed under multilateral or bilateral agreements and treaties to which they are both parties. The Government of the Dominican Republic will make the full contribution permitted by its manpower and economic conditions to the development and maintenance of its defensive strength and that of the free world, and will take all reasonable measures as may be needed to develop its defense capacities.

Article VIII

Considering that this agreement has been negotiated and concluded on the basis that the Government of the United States of America will extend

plomáticos, pueden ser renunciadas por el Gobierno que los envía.

4. Queda entendido que el personal del país receptor de la ayuda militar conforme al presente Acuerdo, no tendrá derecho a la exención de derechos de aduana ni a otras prerrogativas e inmunidades por el hecho de hallarse en el país que envía la ayuda en relación con la recepción de ella.

Artículo VI

En interés de su seguridad mutua, los dos Gobiernos tomarán medidas, mediante acuerdos mutuos, destinadas a regular el comercio con las naciones que amenacen la seguridad del Continente.

Artículo VII

Ambos Gobiernos reafirman su determinación de unir sus esfuerzos en la tarea de promover la comprensión y buena voluntad internacionales y de mantener la paz mundial, de proceder según como se convenga de mutuo acuerdo, para eliminar las causas de la tensión internacional y cumplir con las obligaciones militares asumidas conforme a los Convenios y Tratados multilaterales o bilaterales de los cuales ambos son Partes. El Gobierno de la República Dominicana dará toda la contribución que le permitan sus recursos humanos y situación económica al desarrollo y mantenimiento de su poder defensivo como también al del mundo libre y tomará todas las medidas razonables que sean necesarias para acrecentar su propia capacidad de defensa.

Artículo VIII

Considerando que este Acuerdo ha sido negociado y concluído sobre la base de que el Gobierno de los Estados Unidos de América extenderá al Gobier-

to the Government of the Dominican Republic at its request the benefits of any provision of such a Military Assistance Agreement concluded by the Government of the United States of America with any other American Republic, it is understood that the Government of the United States of America will raise no objection to amending this agreement to the end that its provisions may conform in the whole or in part to the corresponding provisions of any similar Military Assistance Agreement, or agreements amendatory thereto, concluded with any other American Republic.

no de la República Dominicana y a su pedido, los beneficios de cualquier estipulación de un tal Acuerdo de Ayuda Militar concluído por el Gobierno de los Estados Unidos de América con cualquier otra República Americana, queda entendido que el Gobierno de los Estados Unidos de América no opondrá objeción alguna para enmendar este Acuerdo con el fin de que sus estipulaciones sean conformes en todo o en parte, a las correspondientes estipulaciones de cualquier Acuerdo similar de Ayuda Militar, o de otros acuerdos que lo enmienden, concluídos con cualquier otra República Americana.

Article IX

1. This agreement shall enter into force on the date of receipt by the Government of the United States of a notification in writing from the Government of the Dominican Republic of ratification of the agreement in conformity with the constitutional procedures of the Dominican Republic,[1] and shall continue in force until one year after either government receives from the other written notice of that government's intention to terminate it. In any case, notwithstanding a declaration of intention to terminate this agreement, the provisions of paragraphs 2, 3, 5, and 6 of Article 1 shall continue in force until the two governments agree to the contrary. The arrangements referred to in Article III shall terminate in accordance with the stipulations set forth in the said arrangements.

2. The two governments, at the request of either of them, will consult on any matter concerning the application or amendment of this agreement.

ARTICULO IX

1. Este Acuerdo entrará en vigor en la fecha de recibo, por el Gobierno de los Estados Unidos de América, de la notificación por escrito del Gobierno de la República Dominicana de la ratificación del Acuerdo conforme a los procedimientos constitucionales de la República Dominicana, y continuará en vigor hasta un año después que uno de los dos Gobiernos reciba del otro aviso por escrito de la intención de aquel Gobierno de terminarlo. En todo caso, no obstante la declaración de intención de terminar este Acuerdo, las estipulaciones de los Párrafos 2, 3, 5 y 6 del Artículo I continuarán en vigor hasta que los dos Gobiernos convengan en lo contrario. Los arreglos a que se refiere el Artículo III terminarán de conformidad con las estipulaciones establecidas en dichos arreglos.

2. Los dos Gobiernos, a solicitud de cualquiera de ellos, se consultarán con respecto a cualquier asunto relativo a la aplicación o enmienda de este Acuerdo.

[1] June 10, 1964.

This agreement shall be registered with the Secretary General of the United Nations.

Done in Santo Domingo, National District, Dominican Republic, on the 8th day of March, 1962, in two authentic originals in the English and Spanish languages.

For the Government of the United States of America:

JOHN CALVIN HILL Jr

John Calvin Hill Jr.,
Chargé d'Affaires, a.i.

For the Government of the Dominican Republic:

BONILLA ATILES

J. A. Bonilla Atiles,
Secretary of State for Foreign Affairs.

[SEAL]

Este Acuerdo será registrado ante el Secretario General de las Naciones Unidas.

Firmado en Santo Domingo, Distrito Nacional, República Dominicana, el día 8 de marzo del año 1962, en dos originales, igualmente auténticos, en los idiomas inglés y español.

Por el Gobierno de los Estados Unidos de América:

JOHN CALVIN HILL Jr

John Calvin Hill, Jr.,
Encargado de Negocios, a.i.

Por el Gobierno de la República Dominicana:

BONILLA ATILES

J. A. Bonilla Atiles,
Secretario de Estado de Relaciones Exteriores.

[SEAL]

LIBERIA

Military Mission

Agreement renewing and amending the agreement of January 11, 1951, as extended and amended.
Effected by exchange of notes
Signed at Monrovia December 17, 1963, and April 24, 1964;
Entered into force April 24, 1964;
Effective January 11, 1963.

The American Ambassador to the Liberian Secretary of State

EMBASSY OF THE
UNITED STATES OF AMERICA
Monrovia, December 17, 1963.

No. 6

EXCELLENCY:

I have the honor to refer to the Agreement for Assignment of U.S. Military Mission to Liberia signed at Washington, January 11, 1951, as extended by notes exchanged at Washington on August 7 and October 23, 1953, and amended by notes exchanged at Monrovia on March 27 and 31, 1959.[1] I have recently been informed by the Department of State in Washington that a United States Coast Guard augmentation team may be required, in addition to the military personnel now in Liberia, to provide part of the training requested for the Liberian Armed Forces.

Therefore, I have the honor to advise you that my Government proposes the renewal of the Agreement, as amended, effective as of January 11, 1963, for an additional six years, with the following changes.

1. In the preamble, the words "Army and Navy of the United States" should be replaced by "Armed Forces of the United States and the United States Coast Guard."
2. In Article 1, the words "Army and Navy" should be replaced by "military".

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[1] TIAS 2171, 3140, 4660; 2 UST 1; 5 UST (pt. 3) 2847; 11 UST 2655. See also TIAS 3955, 4733; 8 UST 2391; 12 UST 406.

3. Article 4 should be deleted and replaced by the following: "The Mission shall consist of such personnel of the Armed Forces of the United States and of the United States Coast Guard as may from time to time be agreed upon by the Government of the United States of America and the Government of Liberia."
4. In Article 9, the words "Army or Navy" should be replaced by "Armed Forces of the United States or the United States Coast Guard" in both places in which those words appear in the first sentence.
5. In Article 11, the words "the United States Army or of the Navy as the case may be" should be replaced by "their respective organizations."

If this proposal is acceptable to Your Excellency's Government, this note and Your Excellency's reply concurring therein shall constitute a renewal of and an amendment to the aforementioned Agreement as extended and amended.

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

CHARLES E. RHETTS

His Excellency
J. RUDOLPH GRIMES,
Secretary of State,
Republic of Liberia.

The Liberian Secretary of State to the American Ambassador

DEPARTMENT OF STATE
MONROVIA, LIBERIA
April 24, 1964

6041/DF

MR. AMBASSADOR:

I have the honour to acknowledge receipt of your letter No. 6 dated December 17, 1963, in connection with the Agreement for the Assignment of United States Military Mission in Liberia, signed at Washington, D.C., January 11, 1951, and extended on August 7, and October 23, 1953, at Washington, D.C. and on March 27 and 31, 1959, at Monrovia, respectively, which reads word for word as follows:

> "I have the honour to refer to the Agreement for Assignment of U.S. Military Mission to Liberia signed at Washington, January 11, 1951, as extended by notes exchanged at Washington on August 7 and October 23, 1953, and amended by notes exchanged at Monrovia on March 27 and 31, 1959. I have recently been informed by the Department of State in

Washington that a United States Coast Guard augmentation team may be required, in addition to the military personnel now in Liberia, to provide part of the training requested for the Liberian Armed Forces.

"Therefore, I have the honour to advise you that my Government proposes the renewal of the Agreement, as amended, effective as of January 11, 1963, for an additional six years, with the following changes.

1. In the preamble, the words "Army and Navy of the United States" should be replaced by "Armed Forces of the United States and the United States Coast Guard."
2. In Article 1, the words "Army and Navy" should be replaced by "military."
3. Article 4 should be deleted and replaced by the following:

   "The Mission shall consist of such personnel of the Armed Forces of the United States and of the United States Coast Guard as may from time to time be agreed upon by the Government of the United States of America and the Government of Liberia."

4. In Article 9, the words "Army or Navy" should be replaced by "Armed Forces of the United States or the United States Coast Guard" in both places in which those words appear in the first sentence.
5. In Article 11, the words "the United States Army or of the Navy as the case may be" should be replaced by "their respective organizations."

The Government of Liberia accepts the proposal in your Note under reply and understands that upon receipt of this Note your Note and my Note will constitute the renewal of and an amendment to the aforementioned Agreement extended and amended.

Please accept, Mr. Ambassador, the assurance of my high consideration and esteem.

J. RUDOLPH GRIMES

J. Rudolph Grimes
Secretary of State

His Excellency CHARLES E. RHETTS
Ambassador Extraordinary & Plenipotentiary
Embassy of the United States of America
Mamba Point, Monrovia, Liberia

TIAS 5591

ICELAND

Trade

Interim agreement revising Schedule I to the agreement of August 27, 1943.
Effected by exchange of notes
Dated at Reykjavik May 29 and June 2, 1964;
Entered into force June 2, 1964.

The Icelandic Ministry for Foreign Affairs to the American Embassy

UTANRÍKISRÁÐUNEYTIÐ [1]
No. 24. REYKJAVIK

The Ministry for Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to discussions between officials of the Government of Iceland and the Embassy relating to the Icelandic Tariff Act No. 7 of April 29, 1963, and the United States-Icelandic Trade Agreement of August 27, 1943. [2]

Schedule I of the Trade Agreement contains a list of commodities the tariffs of which were bound against future increases by the Icelandic Government. While in the ensuing years until 1963 no increases were made in the bound tariff rates themselves general import surcharges of various types were added to the duties so that total import levies on several of the bound commodities were gradually raised very substantially. On the other hand some of the bound duty rates were reduced to zero. The purpose of the levying of the general import surcharges was to obtain revenue principally to offset an unrealistic exchange rate. This the Icelandic authorities did not hold to be contrary to the obligations for tariff bindings under the 1943 U.S.-Icelandic Trade Agreement nor were these measures contested by the U.S. authorities.

Some two years ago the Icelandic Government launched a study of the Icelandic customs tariff with a view to its complete revision. Such a revision was felt to be necessary for both technical and economic reasons. The technical aspects of the revision entailed adopt-

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[1] Ministry for Foreign Affairs.
[2] EAS 342; 57 Stat. 1075.

ing of the Brussels Tariff Nomenclature and substituting the previous specific and ad valorem rates as well as the numerous import surcharges with a single equivalent ad valorem rate. The equivalent ad valorem rate was in certain cases somewhat adjusted and in a very few cases supplemented with a specific rate. Only in the case of automobiles was the import levy retained. The tariff revision was completed last spring and a new Tariff Law was enacted incorporating these reforms.

The 1963 Tariff Law included new tariff rates which in many cases greatly exceeded the bound rates in the U.S.-Iceland's Trade Agreement. These new rates, however, were roughly equivalent to the total of import levies which previously had been collected on commodities on which bound rates were in force. This is shown in the attached list over previous and present import duties on commodities listed in Schedule I of the U.S.-Icelandic Trade Agreement. The list shows:

In col. 1: The previous tariff number.

" " 2: The present ("Brussels") tariff number.

" " 3: The commodity description.

" " 4: The ad valorem equivalent of the specific and ad valorem rates bound in 1943 on the basis of 1943 prices and rounded off to the nearest effective rate in the present Icelandic customs tariff.

" " 5: The total ad valorem equivalent of all import duties and surcharges in force prior to the adoption of the new Icelandic tariff.

" " 6: The customs rate now in force according to the new Icelandic tariff as amended.

A comparison of columns 4 and 6 of the list shows that the deviation of the present duty rates from the bound rates is quite substantial for many of the commodities while the present rates by and large conform with the previous total import levies shown in column 5.

The Icelandic Government was aware of the discrepancies which the 1963 Tariff Act would introduce between the tariff rates as bound in the U.S.-Icelandic-Trade Agreement and those appearing in the new customs tariff. For this reason the Tariff Act contained a provision authorizing the authorities to reduce the tariff rates in conformity with stipulations under existing trade agreements. However, the general rates structure is such that a reduction of duties on commodities covered by the trade agreement would create such serious distortions and injustice that the Government is of the opinion that a revision of Schedule I is urgently required.

Until such revision could take place the Icelandic Government has changed the following tariff rates conforming with 1943 bound rates by an announcement of the Ministry of Finance on November 29, 1963:

Tariff Number	Commodity	Duty Rate under Tariff Act %	Reduced Duty Rate. %
08.06.10	Fresh apples	30	15
08.06.20	Fresh pears	30	15
08.04.21	Raisins	50	25
08.12.01	Prunes	50	25
15.07.82	Cotton seed oil	30	10
15.07.81	Soybean oil	30	10

Furthermore the Government by the same announcement reduced the duty on the two following position as follows:

Tariff Number	Commodity	Duty Rate under Tariff Act. %	Reduced Duty Rate. %
19.05.00	Rice and other cereals etc.	80	50
20.07.09	Fruit juices, other	100	60

The United States is a substantial supplier to Iceland of practically all the commodities to which bound rates have been applied after the above change was made. The commodities on Schedule I on which no tariff reduction is possible for the time being are office machinery, rubber boots and harrows. The U.S. share in such imports is 17 per cent in the case of office machinery, 2 per cent in the case of rubber boots and 6 per cent in the case of harrows.

It should be pointed out that the largest commodity groups, under Schedule I viz. cereals and lubricating oils, are importable into Iceland at either a zero duty rate or a lower rate than envisaged in the 1943 Trade Agreement. Consequently, the overall incidence of the duties on the commodities in Schedule I is lower than provided for in the Trade Agreement.

The Icelandic Government hopes that the temporary measures explained above will meet with no objection until a formal revision of Schedule I has taken place. The Icelandic Government is prepared to negotiate a revision of Schedule I and other trade and tariff matters with the United States Government no later than October 1, 1964, in the event that no other agreement has at that time been reached.

The Ministry takes this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Ministry for Foreign Affairs,
Reykjavík, May 29, 1964.

THE EMBASSY OF THE UNITED STATES OF AMERICA,
Reykjavík.

TIAS 5592

33-259 O-64-46

Previous and Present Import Duties on Commodities Listed in Schedule I of the U.S.-Icelandic Trade Agreement.

Previous Tariff Number	Present Tariff Number	Commodity	Ad valorem equivalent of bound rates	Total import duties and charges prior to present tariff	New Tariff Rate
(1)	(2)	(3)	(4)	(5)	(6)
8/6	08. 06. 10	Fresh apples	15	28. 5	15
8/15	08. 06. 20	Fresh pears	15	28. 3	15
8/33	08. 04. 21	Raisins	25	46. 2	25
8/34	08. 12. 01	Prunes	25	46. 2	25
10/3	10. 06. 11 10. 06. 19	Rice, with hull or without outside hull, unground	2	0	0
10/6	11. 05. 00	Corn, unground	4	0	0
11/1	11. 01. 11 11. 01. 12	Wheat flour	10	0. 5	0
11/5	11. 02. 22 11. 01. 23	Oatmeal	2	0	0
11/6	11. 01. 22	Cornmeal	8	0	0
11/10	11. 02. 22 11. 02. 23	Oat grits	2	0	0
11/11	10. 06. 11 10. 06. 19	Rice grits	2	0	0
15/14	15. 07. 82	Cottonseed oil	10	26. 1	10
15/17	15. 07. 81	Soybean oil	10	26. 2	10
19/5	19. 05. 00	Rice and other cereals and edible roots, roasted steamcooked or processed in other like manner	12	77. 4	50
20/7	20. 06. 01	Pulp and juices of fruit (unsweetened)	10	26. 9	40
20/9	20. 07. 01 20. 07. 09	Juice from fruit and plant parts	12	65. 7	40 & 60
27/18	27. 10. 60	Lubricating oils of all kinds	3	2. 3	2
54/6	65. 01. 01	Rubber boots	10	26. 4	25
72/11	84. 24. 02	Harrows	3	19. 0	10

72/22	84. 52. 02	Calculating machines	15	72. 2	60
72/23	84. 51. 00	Typewriters	15	72. 2	60
72/24	84. 52. 03	Adding machines	15	84. 9	60
72/25	84. 54. 01	Duplicating machines	15	84. 9	60
72/26	84. 52. 09	Other office machines and parts therefor, n.o.s.	15	84. 8	60

The American Embassy to the Icelandic Ministry for Foreign Affairs

No. 60

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of Iceland and has the honor to refer to the Ministry's Note No. 24 of May 29, 1964, concerning the revision of Schedule I to the United States-Icelandic Trade Agreement of August 27, 1943.

The Government of the United States accepts as a temporary arrangement the modification of Schedule I made by the Government of Iceland on November 29, 1963, as described in the Ministry's Note.

The Government of the United States appreciates that the Government of Iceland is prepared to negotiate a revision of Schedule I and other trade and tariff matters with the Government of the United States no later than October 1. The Government of the United States is taking steps toward preparation of such negotiations with a view to conducting them as part of the Kennedy Round of negotiations under the General Agreement on Tariffs and Trade.[1] Consequently, timing of their initiation and conclusion is dependent upon the procedures worked out for such negotiations multilaterally within the framework of GATT.

The Government of the United States considers the Ministry's Note and this reply to constitute an interim agreement pending further negotiations.

The Embassy takes this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

J K P

EMBASSY OF THE UNITED STATES OF AMERICA,
Reykjavik, June 2, 1964.

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[1] TIAS 1700; 61 Stat., pts. 5 and 6.

CHINA

Combined Military Exercises, 1964

Agreement effected by exchange of letters
Signed at Taipei December 9 and 19, 1963;
Entered into force December 19, 1963.

The American Ambassador to the Chinese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
TAIPEI, TAIWAN,
December 9, 1963.

DEAR MR. MINISTER:

Combined US–Chinese military exercises to be held in Taiwan during 1964 are now being scheduled by the Taiwan Defense Command and the Ministry of National Defense. In connection with these exercises, it is requested that the Government of the Republic of China extend to the participating United States forces, their members, naval vessels, aircraft, and equipment, to the extent applicable, the same rights, privileges, assistance, immunities, and exemptions as are extended to the Military Assistance Advisory Group, or its members, Republic of China, under the Military Assistance Agreement between the United States and China, concluded by exchange of notes of January 30, 1951 and February 9, 1951, [1] as amended by the Mutual Defense Assistance Agreement, concluded by exchange of notes of October 23, 1952 and November 1, 1952. [2]

In amplification of the above it is also requested that it be understood between our two Governments that each Government agrees to waive all claims against the other Government for damages to any property owned by it and used by its land, sea or air armed forces if such damage:

(a) was caused by a member or an employee of the armed forces of the other Government in the execution of his official duties; or

(b) arose from the use of any vehicle, vessel or aircraft owned by the other Government and used by its armed forces, provided

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[1] TIAS 2293; 2 UST 1499.
[2] TIAS 2712; 3 UST (pt. 4) 5166.

either that the vehicle, vessel or aircraft causing the damage was being used for official purposes, or that the damage was caused to property being so used.

Claims for maritime salvage by one Government against the other Government shall be waived, provided that the vessel or cargo salvaged was owned by one of the Governments and being used by its armed forces for official purposes.

Sincerely yours,

JERAULD WRIGHT

Jerauld Wright
Ambassador

His Excellency
SHEN CHANG-HUAN,
Minister of Foreign Affairs
of the Republic of China,
Taipei, Taiwan.

The Chinese Minister of Foreign Affairs to the American Ambassador

OFFICE OF THE MINISTER
MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF CHINA

017761 DECEMBER 19, 1963

DEAR MR. AMBASSADOR:

Reference is made to your letter of December 9, 1963 concerning Sino-American combined military exercises to be held in Taiwan during 1964 now being scheduled by the Taiwan Defense Command and the Ministry of Defense.

In reply, I wish to signify on behalf of the Government of the Republic of China its concurrence in your request that the same rights, privileges, assistance, immunities, and exemptions extended to the United States Government for the official use of the Military Assistance Advisory Group, Republic of China, or its members, under the Military Assistance Agreement between the United States and China, concluded by exchange of notes of January 30, 1951 and February 9, 1951, as clarified and confirmed by the MAAG Agreement, concluded by exchange of notes of October 23, 1952 and November 1, 1952, will be extended to the United States forces, their members, naval vessels, aircraft, and equipment, participating in the combined military exercises under reference.

I wish also to concur in the understanding that each Government agrees to waive all claims against the other Government for damages to any property owned by it and used by its land, sea or air armed forces if such damage:

(a) was caused by a member or an employee of the armed forces of the other Government in the execution of his official duties; or

(b) arose from the use of any vehicle, vessel or aircraft owned by the other Government and used by its armed forces, provided either that the vehicle, vessel or aircraft causing the damage was being used for official purposes, or that the damage was caused to property being so used.

Claims for maritime salvage by one Government against the other Government shall be waived, provided that the vessel or cargo salvaged was owned by one of the Governments and being used by its armed forces for official purposes.

Sincerely yours,

C. H. SHEN

Shen Chang-huan
Minister of Foreign Affairs

His Excellency JERAULD WRIGHT,
Ambassador of the United States of America,
Taipei.

ARGENTINA

Defense: Military Assistance

Agreement effected by exchange of notes
Signed at Buenos Aires May 10, 1964;
Entered into force May 10, 1964.

The American Ambassador to the Argentine Minister of Foreign Affairs and Worship

No. 124 BUENOS AIRES, *May 10, 1964.*

EXCELLENCY:

I have the honor to refer to the enclosed agreed texts in English and Spanish of a Memorandum of Understanding on the subject of cooperation between our two Governments in making available military equipment, materials and services. Both English and Spanish texts are equally authentic.

Upon receipt of a note from Your Excellency indicating that the understandings confirmed in the enclosed agreed texts are acceptable to the Government of Argentina, the Government of the United States will consider that this note and your reply thereto constitute an agreement on this subject between the two governments, the agreement to enter into force on the date of your note in reply.

Accept, Excellency, the assurances of my highest consideration.

ROBERT MCCLINTOCK

Enclosure:
Memorandum of Understanding

His Excellency
MIGUEL ANGEL ZAVALA ORTIZ,
Minister of Foreign Affairs and Worship,
Buenos Aires.

MEMORANDUM OF UNDERSTANDING

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

Desiring to foster international peace and security within the framework of the Charter of the United Nations[1] through measures which will further the ability of nations dedicated to the purposes and principles of the Charter to participate effectively in arrangements for self-defense in support of those principles and purposes;

Conscious of their pledges under the Inter-American Treaty of Reciprocal Assistance[2] and other international instruments to assist any American State subjected to an armed attack and to act together for the common defense and for the maintenance of the peace and security of the American Continent;

Taking account of the objectives set forth in Resolutions I and II adopted at Punta del Este on January 31, 1962, at the Eighth Meeting of Consultation of Ministers of Foreign Affairs, Serving as Organ of Consultation in Application of the Inter-American Treaty of Reciprocal Assistance;

Desiring to set forth the conditions which will govern the furnishing of such assistance by one Government Party to the other;

Have mutually agreed on the following understanding:

Article I

1. Each of the parties to this agreement is willing to take all reasonable measures, consistent with economic and political stability, to develop its own defense capacity, and is willing to participate in a cooperative program to the same ends.

2. Each Government will make or continue to make available to the other such defense articles and defense services, or other military assistance, as the one Government may request and the other Government may authorize in accordance with such terms and conditions as may be agreed.

3. The furnishing of any such assistance as may be authorized by either Government party hereto shall be consistent with the Charter of the United Nations and the Inter-American Treaty of Reciprocal Assistance.

4. The assistance to be furnished by the parties under this agreement shall be subject to the respective constitutional provisions and to the terms and conditions of the applicable laws which are in force in each country at the time of furnishing such assistance, and those terms and conditions shall be made known. Any future amendments or additions to such terms and conditions shall not apply to assistance already furnished. Future terms and conditions under legislation

[1] TS 993; 59 Stat. 1031.

[2] TIAS 1838; 62 Stat. (pt. 2) 1681.

will be made applicable through arrangements pursuant to paragraph 5 of this article.

5. In conformity with their respective constitutional procedures, the two Governments through appropriate representatives shall, from time to time, enter into detailed arrangements to carry out the provisions of this agreement. Pursuant to such arrangements, military assistance may be furnished either for the purpose of requirements based upon the above-mentioned Resolutions I and II adopted at Punta del Este on January 31, 1962, or for the purpose of defense missions which are important to the maintenance of peace and security in the American Continent, in accordance with such plans as may be agreed to in this connection.

6. Neither Government will, without prior agreement of the other Government, devote such assistance furnished to it to purposes other than those for which it was furnished.

7. Arrangements will be entered into under which any defense articles furnished pursuant to this agreement, other than on a reimbursable basis, and no longer required for the purpose specified in the detailed arrangements provided for in paragraph 5 of this Article, will be offered for return and appropriate disposition to the Government which furnished such assistance.

8. Neither Government will permit any use of defense articles and defense services furnished by the other Government under this agreement by anyone not an officer, employee, or agent of such Government without the prior agreement of the Government which furnished the assistance.

9. Neither Government will transfer, nor permit any officer, employee, or agent of that Government to transfer, such defense articles and defense services by gift or otherwise without the prior agreement of the Government which furnished the assistance.

10. Each of the Governments will maintain the security of the defense articles and defense services transferred to it by the other Government under this agreement, and through arrangements under paragraph 5 of Article I will provide the highest degree of security protection that the receiving Government would provide to its own articles and services. Where the items or information to be furnished carry a security classification provided by the furnishing government, such arrangements shall specify the degree of security protection to be afforded such items or information.

Article II

1. In connection with the receipt of military assistance under this agreement, each party will agree to accept, when appropriate, personnel of the other party for the purpose of coordinating the execution of said assistance. Such personnel shall be composed of citizens of the country furnishing it.

2. The two Governments shall agree on the ranks and number of the above-mentioned personnel, who will perform the responsibilities indicated in paragraph 1 of this Article. Such personnel shall be granted reasonable facilities and services, including office space, custodial services, and suitable motor transportation, necessary to enable them to perform their duties in connection with this agreement.

ARTICLE III

1. This agreement shall continue in force until six months after either Government receives from the other written notice of that Government's intention to terminate it. In any case, notwithstanding a declaration of intention to terminate this agreement, the provisions of paragraphs 6, 7, 8, 9 and 10 of Article I shall continue in force until the two Governments agree to the contrary.

2. At the request of either Government, the two Governments will consult concerning any matter relating to an amendment or change considered desirable in this agreement as a result of its application.

MEMORANDUM DE ENTENDIMIENTO

El Gobierno de los Estados Unidos de América y el Gobierno de la República Argentina:

Deseosos de fomentar la paz y seguridad internacionales dentro del marco de la Carta de las Naciones Unidas, mediante medidas que aumentarán la capacidad de las naciones dedicadas a los fines y principios de dicha Carta para participar eficazmente en disposiciones de defensa propia en apoyo de aquellos principios y propósitos;

Conscientes de sus compromisos bajo el Tratado Interamericano de Asistencia Recíproca y otros instrumentos internacionales para asistir a cualquier Estado Americano objeto de un ataque armado, y actuar conjuntamente para la defensa común y para el mantenimiento de la paz y de la seguridad del Continente Americano;

Teniendo en cuenta los objetivos expuestos en las Resoluciones I y II aprobadas en Punta del Este el 31 de enero de 1962, en la Octava Reunión de Consulta de Cancilleres, actuando como Organo de Consulta en la Aplicación del Tratado Interamericano de Asistencia Recíproca;

Deseando definir las condiciones que regirán el suministro de dicha asistencia por un Gobierno al otro;

Han convenido mutuamente el siguiente acuerdo:

ARTICULO I

1. Cada una de las Partes Contratantes del presente acuerdo está dispuesta a tomar todas las disposiciones razonables, compatibles con la estabilidad económica y política, para desarrollar su propia capacidad de defensa, y está dispuesta a participar en un programa cooperativo con el mismo fin.

2. Cada uno de los dos Gobiernos suministrará o continuará suministrando al otro los elementos de defensa y servicios de defensa, u otra asistencia militar, según lo requiera uno de los dos Gobiernos y lo autorice el otro Gobierno en conformidad con los términos y condiciones que se acuerden.

3. El suministro de tal asistencia, que autorice cualquiera de los dos Gobiernos signatorios de este acuerdo, será compatible con la Carta de las Naciones Unidad y el Tratado Interamericano de Asistencia Recíproca.

4. La asistencia a prestarse entre las partes bajo este acuerdo estará sujeta a los respectivos preceptos constitucionales y a los términos y condiciones de las leyes aplicables que estén en vigor en cada uno de los países en el momento de prestar tal asistencia, y esos términos y condiciones se harán conocer. Cualquier enmienda o complemento futuro de tales términos y condiciones no serán aplicables a la asistencia ya prestada. Los términos y condiciones futuros establecidos por las leyes se harán aplicables mediante disposiciones con arreglo al párrafo 5 de este artículo.

5. En conformidad con sus respectivos procedimientos constitucionales, los dos Gobiernos, por intermedio de representantes debidamente autorizados, harán de tiempo en tiempo arreglos detallados para el cumplimiento de las disposiciones del presente acuerdo. En cumplimiento de tales arreglos, la asistencia militar puede proporcionarse ya sea para satisfacer requerimientos basados sobre dichas Resoluciones I y II aprobadas en Punta del Este el 31 de enero de 1962, o con fines de misiones de defensa de importancia para el mantenimiento de la paz y seguridad en el Continente Americano, según planes que al respecto se acuerden.

6. Ninguno de los dos Gobiernos utilizará, sin el consentimiento previo del otro Gobierno, la asistencia que se le suministre, para fines que no sean los mismos para que se presta.

7. Se concertarán arreglos, según los cuales todo elemento de defensa suministrado bajo este acuerdo, sobre cualquier base que no sea reembolso, y que ya no se necesita para el fin determinado en los arreglos detallados previstos en el párrafo 5 del presente artículo, será ofrecido para su devolución y debida disposición al Gobierno que haya proporcionado tal asistencia.

8. Ninguno de los dos Gobiernos permitirá que se haga uso de elementos de defensa y servicios de defensa suministrados por el otro Gobierno bajo el presente acuerdo, por parte de persona alguna que no

sea oficial, empleado o agente de tal Gobierno sin el acuerdo previo del Gobierno que haya suministrado dicha asistencia.

9. Ninguno de los dos Gobiernos transferirá, ni permitirá a ningún oficial, empleado o agente de tal Gobierno, que transfiera dichos elementos de defensa y servicios de defensa, como donación o cualquier otra forma, sin el acuerdo previo del Gobierno que haya prestado tal asistencia.

10. Cada uno de los Gobiernos mantendrá la seguridad de los elementos de defensa y servicios de defensa que le hayan sido transferidos por el otro Gobierno bajo el presente acuerdo, y mediante arreglos de acuerdo con el párrafo 5 del Artículo I, suministrará el más alto grado de protección de seguridad que proporcionaría el Gobierno receptor a sus propios artículos y servicios. Cuando los artículos o informes a suministrarse sean de carácter reservado dispuesto por el Gobierno que los proporcione, deberá especificarse en tales arreglos el grado de garantía de protección que se debe dar a tales artículos o informes.

Articulo II

1. Con respecto a la asistencia militar recibida bajo el presente acuerdo, cada una de las partes contratantes convendrá a aceptar de la otra, cuando sea apropriado, personal destinado a coordinar la ejecución de dicha asistencia. Este personal estará compuesto por ciudadanos del país que la preste.

2. Ambos Gobiernos se pondrán de acuerdo respecto a la jerarquía y cantidad del personal mencionado anteriormente, que cumplirá las obligaciones indicadas en el párrafo 1 de este artículo. Tal personal gozará del uso de instalaciones y de servicios razonables, incluso lugar para oficina, servicios de custodia, y medios adecuados de transporte automotor necesarios para permitirle desempeñar sus funciones en cumplimiento de este acuerdo.

Articulo III

1. Este acuerdo permanecerá en vigor hasta seis meses después de la fecha en que uno de los dos Gobiernos haya recibido del otro un aviso por escrito de su intención de terminarlo. En todo caso, a pesar de una declaración de intención de terminar este acuerdo, permanecerán en vigor las disposiciones de los párrafos 6, 7, 8, 9, y 10 del Artículo I, hasta que ambos Gobiernos convengan en lo contrario.

2. A solicitud de uno u otro de los Gobiernos ambos se consultarán en relación con todo asunto que se refiera a alguna enmienda o modificación que se considere conveniente introducir en el presente acuerdo como resultado de la aplicación del mismo.

The Argentine Minister of Foreign Affairs and Worship to the American Ambassador

MINISTERIO DE
RELACIONES EXTERIORES Y CULTO

BUENOS AIRES, *10 de mayo de 1964.*

SEÑOR EMBAJADOR:

Tengo el honor de referirme a su nota N° 124 de fecha 10 de mayo de 1964 que adjunta los textos convenidos, en inglés y español, ambos igualmente auténticos, de un memorándum de entendimiento sobre cooperación entre nuestros dos Gobiernos para el suministro de equipo, materiales y servicios militares.

En respuesta, cumplo en manifestar a V.E. que los textos del memorándum de entendimiento, que se reproducen anexos, son aceptados por el Gobierno de la República Argentina y que la nota de V.E. y esta respuesta constituyen un acuerdo sobre este asunto entre los dos Gobiernos, debiendo dicho acuerdo entrar en vigor en el día de la fecha, tal como lo propone V.E.

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

MIGUEL ANGEL ZAVALA

A Su Excelencia el señor Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América, D. ROBERT MCCLINTOCK.
Buenos Aires

Translation

MINISTRY OF
FOREIGN AFFAIRS AND WORSHIP

BUENOS AIRES, *May 10, 1964*

MR. AMBASSADOR:

I have the honor to refer to your note No. 124 dated May 10, 1964, enclosing the agreed texts in English and Spanish, both of which are equally authentic, of a Memorandum of Understanding on cooperation between our two Governments in making available military equipment, materials, and services.

In reply, I am to inform Your Excellency that the texts of the Memorandum of Understanding, reproduced herewith as annexes,[1] are acceptable to the Government of the Argentine Republic and that Your Excellency's note and this reply constitute an agreement on this subject between the two Governments, the aforesaid agreement to enter into force on this date, as proposed by Your Excellency.

[1] Not printed; for identical texts, see *ante*, pp. 720–724.

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

MIGUEL ANGEL ZAVALA

His Excellency
ROBERT MCCLINTOCK,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Buenos Aires.

FRANCE

Electricity Tax on Surplus Commodity Housing

Agreement effected by exchange of notes
Dated at Paris August 1, 1963;
Entered into force August 1, 1963.

The American Embassy to the French Ministry of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 43

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 Ministry's Note of May 3, 1963 [1] accepting the terms of the United States offer contained in the Embassy's Note No. 197 of January 18, 1963 [1] concerning the payment of taxes on electricity provided the surplus commodity housing units in France.

The proposed agreement would provide for payment by the United States of all taxes on electricity, including communal and departmental taxes instituted by the law of August 13, 1926, beginning on today's date, on condition that the French Government not press for the payment of any back taxes on electricity furnished.

It is understood that this agreement will not in any way affect the legal positions of either government on the liability of United States Forces to pay the taxes in question, nor will it have any bearing on any other tax matter under discussion between the two governments.

It is further understood that the payment of the taxes at each housing unit will begin with the first meter reading following today's agreement.

The present Note constitutes the agreement of the United States Government to this arrangement, which, as proposed in the Ministry's Note under reference, shall take effect beginning today.

The Embassy of the United States of America takes this occasion to renew to the Ministry of Foreign Affairs the assurances of its high consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
Paris, August 1, 1963.

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[1] Not printed.

The French Ministry of Foreign Affairs to the American Embassy

R.M./ED.
MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES

LIBERTÉ - ÉGALITÉ - FRATERNITÉ

RÉPUBLIQUE FRANÇAISE

Paris, le 1er août 1963

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 du 1er août 1963 au sujet des taxes sur l'électricité fournie aux logements des militaires américains, financés par la contrevaleur de la vente des surplus agricoles.

Par cette note, le Gouvernement américain accepte de payer toutes les taxes sur l'électricité, y compris les taxes communales et départementales instituées par la loi du 13 août 1926, à partir de ce jour, à condition que le Gouvernement français ne réclame pas le paiement des taxes déjà échues.

Il est entendu que cet accord ne modifie pas les positions juridiques prises par les deux gouvernements.

Les taxes sur l'électricité dans chaque groupe de logements seront payées d'après les relevés de compteurs effectués par l'Electricité de France, après le 1er août 1963, même s'ils concernent pour partie des fournitures de courant faites antérieurement.

Le Ministère a l'honneur de faire part à l'Ambassade de son accord à ces propositions et lui renouvelle les assurances de sa haute considération./.

AMBASSADE DES ETATS-UNIS D'AMERIQUE
Paris

Translation

R.M./ED.
MINISTRY
OF
FOREIGN AFFAIRS

LIBERTY-EQUALITY-FRATERNITY

FRENCH REPUBLIC

Paris, August 1, 1963

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 its note dated August 1, 1963, concerning taxes on electricity furnished to the housing units of American military personnel, financed by the exchange value of the sale of surplus agricultural commodities.

In that note the American Government agrees to pay all taxes on electricity, including communal and departmental taxes instituted by the law of August 13, 1926, beginning on today's date, on condition that the French Government does not press for the payment of back taxes.

It is understood that this agreement does not affect the legal positions taken by the two governments.

The taxes on the electricity in each housing unit will be paid according to the meter readings taken by the Electricité de France after August 1, 1963, even if they apply in part to the current previously furnished.

The Ministry has the honor to inform the Embassy of its agreement to these proposals and renews to the Embassy the assurances of its high consideration.

[Initialed]

EMBASSY OF THE
UNITED STATES OF AMERICA,
Paris.

33-259 O-64-47

ISRAEL

Agricultural Commodities

Agreement amending the agreement of December 6, 1962, as amended.
Effected by exchange of notes
Signed at Washington June 23, 1964:
Entered into force June 23, 1964.

The Secretary of State to the Ambassador of Israel

DEPARTMENT OF STATE
WASHINGTON
June 23, 1964

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of December 6, 1962, as amended,[1] and to propose that paragraph 1 of Article I be further amended, as requested by the Government of Israel, by adding the commodity "Cheese" in the value of "$0.4 million" and decreasing the value of "Cottonseed and/or soybean oil" from "$10.4 million" to "$10.0 million".

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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

For the Secretary of State:
WILLIAM B. MACOMBER, Jr.

His Excellency
AVRAHAM HARMAN,
Ambassador of Israel.

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[1] TIAS 5220, 5490, 5557; 13 UST 2550; 14 UST 1794; *ante*, p. 314. See also TIAS 5610; *post*, p. 1396.

The Chargé d'Affaires ad interim of Israel to the Secretary of State

EMBASSY OF ISRAEL
WASHINGTON, D.C.

שגרירות ישראל
וושינגטון

JUNE 23, 1964

DEAR MR. SECRETARY:

I have the honor to acknowledge the receipt of your Note dated June 23, 1964, referring to the Agricultural Commodities Agreement between our two Governments of December 6, 1962, as amended.

The Government of Israel concurs in the further amendment of paragraph 1 of Article I of the Agreement by adding the commodity "Cheese" in the value of "$0.4 million" and decreasing the value of "Cottonseed and/or soybean oil" from "$10.4 million" to "$10.0 million".

As proposed, this Note constitutes an agreement between our two Governments to enter into force on this date.

Please accept, Mr. Secretary, the renewed assurances of my highest consideration.

M. GAZIT

Mordechai Gazit
Charge d'Affaires ad interim

The Honorable
THE SECRETARY OF STATE
Washington, D.C.

REPUBLIC OF KOREA

Agricultural Commodities

Agreement amending the agreement of March 18, 1964.
Effected by exchange of notes
Signed at Seoul June 15, 1964;
Entered into force June 15, 1964.

The American Ambassador to the Korean Deputy Premier and Minister, Economic Planning Board

No. 1220 SEOUL, *June 15, 1964.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of March 18, 1964 [1] and to propose that the Agreement be amended as follows:

1. In paragraph 1 of Article I, as requested by the Government of the Republic of Korea, increase the amount for wheat to $34.5 million; increase the amount for ocean transportation to $7.6 million and increase the total to $75.7 million.
2. In United States Note No. 1011 of March 18, 1964:
   a. Substitute "$1.576 million" for "$1.3 million" and, substitute "$850,000" for $750,000" in numbered paragraph (4) and
   b. Delete numbered paragraph (6) and insert the following:

      "(6) The Government of the Republic of Korea agrees that it will purchase no more than 350,000 metric tons of wheat for shipment before September 1, 1964."

It is proposed that this Note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force the date of your Note in reply.

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

SAMUEL D. BERGER

His Excellency
CHANG, KEY YOUNG,
Deputy Premier and
Minister, Economic Planning Board,
Republic of Korea,
Seoul.

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[1] TIAS 5547; *ante*, p. 250.

The Korean Deputy Premier and Minister, Economic Planning Board, to the American Ambassador

ECONOMIC PLANNING BOARD
REPUBLIC OF KOREA
SEOUL, KOREA

SEOUL, *June 15, 1964*

EXCELLENCY:

I have the honor to refer to your Excellency's Note No. 1220 of today's date which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of March 18, 1964 and to propose that the Agreement be amended as follows:

1. In paragraph 1 of Article I, as requested by the Government of the Republic of Korea, increase the amount for wheat to $34.5 million; increase the amount for ocean transportation to $7.6 million and increase the total to $75.7 million.
2. In United States Note No. 1011 of March 18, 1964:
   a. Substitute "$1.576 million" for "$1.3 million" and, substitute "$850,000" for "$750,000" in numbered paragraph (4) and
   b. Delete numbered paragraph (6) and insert the following: "(6) The Government of the Republic of Korea agrees that it will purchase no more than 350,000 metric tons of wheat for shipment before September 1, 1964."

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force the date of your note in reply.

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

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

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

K Y CHANG
Chang Key Young
Deputy Premier
and
Minister, Economic Planning Board

His Excellency,
SAMUEL D. BERGER,
Ambassador of the United States,
Seoul.

SPAIN

Trade in Cotton Textiles

Agreement amending the agreement of July 16, 1963.
Effected by exchange of notes
Dated at Washington June 15 and 17, 1964;
Entered into force June 17, 1964.

The Secretary of State to the Ambassador of Spain

The Secretary of State presents his compliments to His Excellency the Ambassador of Spain and has the honor to refer to conversations between representatives of the Government of the United States of America and the Government of Spain concerning the bilateral agreement of July 16, 1963 relating to trade in cotton textiles.[1] The Government of the United States confirms the understanding reached as a result of those conversations with respect to changes in the above-mentioned agreement, as follows:

1. Grouped Categories for Certain Fabrics

The separate export ceilings for categories 18/19, 22 and 24 through 27 may be combined, under a group ceiling of 7,604,314 square yards, provided that the following subceilings are not exceeded:

Category	Description	Subceiling
18/19	Printcloth, shirting type carded	4,257,000 square yards
22	Twill and sateen, carded	2,100,000 square yards
24	Woven fabric, not elsewhere specified, yarn dyed, carded	800,000 square yards
25, 27	Woven fabric, combed	350,000 square yards
Duck	—— ——	750,000 square yards
Barkcloth	—— ——	555,000 square yards

Imports into the United States of cotton suedine from Spain shall not be subject to a specific ceiling provided that exports in categories 18/19, 22 and 24 through 27, including suedine, will not exceed the aforementioned group ceiling of 7,604,314 square yards.

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[1] TIAS 5427; 14 UST 1254.

2. Categories 53 and 63

The ceilings for categories 53 and 63 are increased as follows:

Category	Description	Ceiling
53	Dresses (including uniforms), not knit	9,000 dozen
63	Wearing apparel, not knit, not elsewhere specified	23,000 pounds

3. Aggregate Ceiling

The foregoing adjustments in export ceilings for categories 18/19, 22, 24 through 27, 53 and 63, are established with the understanding that the aggregate ceiling in the bilateral agreement of July 16, 1963, amounting to 31,366,919 square yards, shall not be exceeded.

It is also understood that with these changes the amount which had been left unallocated at the time the bilateral agreement was negotiated has now been fully allocated. Henceforth, under the terms of the agreement exports from Spain will be able to exceed any specific category ceiling by 5 percent only to the extent that there are corresponding short falls in other categories, except that the group ceiling for categories 18/19, 22, and 24 through 27, shall not be exceeded.

4. Goods in Bond

The two Governments confirm the understanding whereby the goods in categories 9 and 19 held in bond as being in excess of the then prevailing restraint ceilings in these two categories, would be released for entry into the United States. It is agreed that corresponding quantities shall be deducted from the export ceilings applicable to categories 9 and 19 for the twelve-month period of October 1, 1963 to September 30, 1964.

The Government of the United States would be pleased to receive confirmation that the foregoing is also the understanding of the Government of Spain and that this note together with the Ambassador's reply giving such confirmation, shall constitute an agreement between the two Governments.

DEPARTMENT OF STATE,
Washington, Jun 15 1964

The Embassy of Spain to the Department of State

SPANISH EMBASSY
WASHINGTON

No. 134 JPS/L

The Embassy of Spain presents its compliments to the U.S. Department of State and in connection with the Department's Note dated June 15, 1964, wishes to confirm the understanding reached with

respect to the following changes in the bilateral agreement of July 16, 1963 relating to trade in cotton textiles, as a result of conversations between representatives of the Government of the United States of America and the Government of Spain:

1. Grouped Categories for Certain Fabrics

The separate export ceilings for categories 18/19, 22 and 24 through 27 may be combined, under a group ceiling of 7,604,314 square yards, provided that the following subceilings are not exceeded:

Category	Description	Subceiling
18/19	Printcloth, shirting type carded	4, 257, 000 sq. yards
22	Twill and sateen, carded	2, 100, 000 "
24	Woven fabric, not elsewhere specified, yarn dyed, carded	800, 000 "
25, 27	Woven fabric, combed	350, 000 "
Duck	—— ——	750, 000 "
Barkcloth	—— ——	555, 000 "

Imports into the United States of cotton suedine from Spain shall not be subject to a specific ceiling provided that exports in categories 18/19, 22 and 24 through 27, including suedine, will not exceed the aforementioned group ceiling of 7,604,314 sq. yards.

2. Categories 53 and 63

The ceilings for categories 53 and 63 are increased as follows:

Category	Description	Ceiling
53	Dresses (including uniforms), not knit	9, 000 dozen
63	Wearing apparel, not knit, not elsewhere specified	23, 000 pounds

3. Aggregate Ceiling

The foregoing adjustments in export ceilings for categories 18/19, 22, 24 through 27, 53 and 63, are established with the understanding that the aggregate ceiling in the bilateral agreement of July 16, 1963, amounting to 31,366,919 square yards, shall not be exceeded.

It is also understood that with these changes the amount which had been left unallocated at the time the bilateral agreement was negotiated has now been fully allocated. Henceforth, under the terms of the agreement, exports from Spain will be able to exceed any specific category ceiling by 5 percent only to the extent that there are corresponding short falls in other categories, except that the group ceiling for categories 18/19, 22, and 24 through 27, shall not be exceeded.

4. Goods in Bond

The two Governments confirm the understanding whereby the goods in categories 9 and 19 held in bond as being in excess of the then prevailing restraint ceilings in these two categories, would be released for entry into the United States. It is agreed that corresponding quantities shall be deducted from the export ceilings applicable to categories 9 and 19 for the twelve-month period of October 1, 1963 to September 30, 1964.

The Embassy of Spain avails itself of this opportunity to renew to the Department of State the expression of its highest consideration and at the same time, reiterates the wishes of the Government of Spain to initiate conversations in Madrid as of July 1, 1964 to revise the terms of the above-mentioned bilateral agreement.

WASHINGTON D.C., *June 17, 1964*

[SEAL]

U.S. DEPARTMENT OF STATE
Washington 25, D.C.

SENEGAL

Agricultural Commodities

Agreement, with exchange of notes, signed at Dakar July 3, 1963;
Entered into force July 3, 1963.
And amending agreement
Effected by exchange of notes
Signed at Dakar January 24, 1964;
Entered into force January 24, 1964.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF SENEGAL UNDER THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Republic of Senegal;

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

Considering that the purchase for CFA francs of surplus agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the CFA francs accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Republic of Senegal pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the Act), and the measures

ACCORD RELATIF AUX PRODUITS AGRICOLES CONCLU ENTRE LE GOUVERNEMENT DES ETATS-UNIS d'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE DU SENEGAL EN VERTU DE LA LOI (MODIFIEE) SUR LE DEVELOPPEMENT DES ECHANGES COMMERCIAUX ET DE L'AIDE EN PRODUITS AGRICOLES,

Le Gouvernement des Etats-Unis d'Amé- et le Gouvernement de la République du Sénégal;

Reconnaissant qu'il est désirable de développer le commerce des produits agricoles entre leurs deux pays et avec d'autres nations amies d'une manière telle que ce développement ne risque pas de porter préjudice aux marchés normaux des Etats-Unis d'Amérique pour ces produits ou d'affecter indûment les prix mondiaux de ces produits agricoles ou d'entraver les pratiques commerciales d'usage établies avec les pays amis;

Considérant que l'achat en francs CFA de produits agricoles excédentaires provenant des Etats-Unis d'Amérique aidera à la réalisation de ce développement commercial;

Considérant que les francs CFA provenant de ces achats seront utilisés au profit des deux pays;

Désirant préciser les conventions qui régiront les ventes, visées ci-dessous, de produits agricoles à la République du Sénégal en vertu du Titre I de la Loi (modifiée) sur le développement des échanges commerciaux et de l'aide en produits agricoles (ci-après dénommée "La Loi") et les dispositions que les

[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I. SALES FOR CFA FRANCS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of Senegal of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance sales for CFA francs, to purchasers authorized by the Government of the Republic of Senegal, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (thousands)
Yellow grain sorghum	$503
Ocean transportation (estimated)	119
Total	$622

2. Applications for purchase authorizations will be made within 90 calendar days of the effective date of this Agreement, except that applications for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the CFA francs accruing from such sale, and other relevant matters.

deux Gouvernements prendront individuellement et collectivement en vue d'accélérer le développement des échanges commerciaux de ces produits;

Sont convenus de ce qui suit:

ARTICLE I. VENTES PAYABLES EN FRANCS CFA

1. Sous réserve de la délivrance d'autorisations d'achat par le Gouvernement des Etats-Unis d'Amérique et de l'acceptation desdites autorisations par le Gouvernement de la République du Sénégal et à la condition que les produits visés par la Loi soient disponibles à la date prévue pour leur exportation, le Gouvernement des Etats-Unis d'Amérique s'engage à financer les ventes à des acheteurs autorisés par le Gouvernement de la République du Sénégal, avec paiement en francs CFA, des produits agricoles suivants et pour les montants indiqués ci-dessous:

Produit	Valeur sur le marché d'exportation (en milliers de$)
Sorgho jaune en graine	$ 503
Frêt (estimation)	$ 119
Total	$ 622

2. Les demandes d'autorisations d'achat devront être faites dans un délai de 90 jours à partir de la date d'entrée en vigueur du présent Accord, exception faite des demandes d'autorisations d'achat de tous autres produits ou quantités supplémentaires prévus par toute modification apportée au présent Accord qui devront être faites dans un délai de 90 jours à partir de la date d'entrée en vigueur de cette modification. Les autorisations d'achat comporteront des dispositions relatives à la vente et à la livraison des produits, à la date et aux conditions de dépôt des francs CFA provenant de telles ventes et autres dispositions s'y rapportant.

3. The financing, sale and delivery of commodities under this Agreement may be terminated after notification 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. USES OF CFA FRANCS

The two Governments agree that the CFA francs accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

A. For United States expenditures under subsection (a), (b), (c), (d), (f) and (h) through (s) of Section 104 of the Act, or under any of such subsections, 35 percent of the CFA francs accruing pursuant to this Agreement.

B. 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 Republic of Senegal incident thereto, 15 percent of the CFA francs accruing pursuant to this Agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in the Republic of Senegal

3. Après notification, l'un ou l'autre Gouvernement pourra mettre fin au financement, à la vente et à la livraison des produits en vertu du présent Accord s'il juge qu'il est inutile ou inopportun, en raison du changement des conditions, de continuer de financer, de vendre ou de livrer lesdits produits.

ARTICLE II. UTILISATION DES FRANCS CFA

Les francs CFA acquis par le Gouvernement des Etats-Unis d'Amérique à la suite des ventes effectuées conformément au présent Accord seront utilisés par le Gouvernement des Etats-Unis d'Amérique de la manière et dans l'ordre de priorité que décidera ce dernier, aux fins suivantes et dans les proportions indiquées ci-dessous:

A. Pour régler les dépenses à effectuer par les Etats-Unis au titre des sous-sections (a), (b), (c), (d), (f) et (h) jusqu'à la sous-section (s) de la section 104 de la Loi ou au titre de l'une quelconque de ces sous-sections, trente cinq pour cent des francs CFA acquis en vertu du présent Accord.

B. Pour l'octroi de prêts par l'Agence pour le Développement International de Washington (ci-après dénommée AID) au titre de la section 104 (e) de la Loi et pour les dépenses administratives de l'AID au Sénégal afférentes à ces prêts, quinze pour cent des francs CFA acquis en vertu du présent Accord. Il est entendu que:

(1) Les prêts consentis en vertu de la section 104 (e) de la Loi seront octroyés à des sociétés commerciales américaines, à leurs succursales, à leurs filiales ou à des entre-

for business development and trade expansion in the Republic of Senegal, and to United States firms and Senegalese firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

prises affiliées à ces sociétés exerçant leurs activités dans la République du Sénégal, aux fins de stimuler le développement des affaires et l'expansion du commerce au Sénégal, ainsi qu'à des sociétés américaines et à des sociétés sénégalaises aux fins de créer les installations et services susceptibles de développer l'utilisation et la distribution des produits agricoles des Etats-Unis ou d'accroître de toute autre manière la consommation et la commercialisation desdits produits sur le territoire de la République du Sénégal.

(2) Loans will be mutually agreeable to AID and the Government of the Republic of Senegal, acting through the Secretariat d'Etat Charge du Plan et du Developpement. The Secretaire d'Etat Charge du Plan et du Developpement, or his designate, will act for the Government of the Republic of Senegal, and the Administrator of AID, or his designate, will act for AID.

(2) Les prêts seront acceptés d'un commun accord par l'AID et par le Gouvernement de la République du Sénégal agissant par l'intermédiaire du Secrétariat d'Etat chargé du Plan et du Développement. Le Secrétaire d'Etat chargé du Plan et du Développement, ou son délégué, agira pour le compte de la République du Sénégal et l'Administrateur de l'AID, ou son délégué, agira pour le compte de l'AID.

(3) Upon receipt of an application which AID is prepared to consider, it will inform the Secretariat d'Etat Charge du Plan et du Developpement of the identify 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.

(3) Dès que l'AID aura reçu une demande qu'elle est disposée à examiner, elle informera le Secrétariat d'Etat chargé du Plan et du Développement de l'identité du demandeur, de la nature de l'opération proposée, du montant du prêt proposé et des diverses utilisations auxquelles les fonds provenant de ce prêt seront affectés.

(4) When AID is prepared to act favorably upon an application, it will so notify the Secre-

(4) Lorsque l'AID aura décidé de donner une suite favorable à une demande, elle en avisera

tariat d'Etat Charge du Plan et du Developpement and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in the Republic of Senegal on comparable loans, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Secretairat d'Etat Charge du Plan et du Developpement will indicate to AID whether or not the Secretariat d'Etat has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Secretariat d'Etat Charge du Plan et du Developpement it shall be understood that the Secretairat d'Etat has no objection to the proposed loan. When AID approves or declines the proposed loan, it will notify the Secretairat d'Etat.

(6) In the event the CFA francs set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this Agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Secretairat d'Etat Charge du Plan et du Developpement the Gov-

le Secrétariat d'Etat chargé du Plan et du Développement et lui indiquera le taux d'intérêt prévu et le délai fixé pour le remboursement du prêt proposé. Le taux d'intérêt sera comparable à celui en vigueur au Sénégal pour des prêts similaires et les échéances seront fixées de manière qu'elles soient compatibles avec les buts du financement.

(5) Dans un délai de soixante jours après la réception de l'avis de l'AID indiquant que celle-ci est disposée à donner une suite favorable à une demande de prêt, le Secrétariat d'Etat chargé du Plan et du Développement fera savoir à ladite Agence s'il ne voit pas d'objection à l'octroi du prêt proposé. Si, dans le délai de soixante jours prévu, l'AID ne reçoit aucun avis du Secrétariat d'Etat au Plan et au Développement à cet effet, il sera entendu que le Secrétariat d'Etat n'a pas d'objection à formuler quant au prêt proposé. Si l'AID approuve le prêt proposé ou refuse de l'accorder, elle en avisera le Secrétariat d'Etat.

(6) Si, dans un délai de trois ans à partir de la date du présent Accord, les francs CFA réservés pour l'octroi de prêts au titre de la section 104 (e) de la Loi n'ont pas été utilisés à des fins de prêt, soit parce que l'AID n'a pas approuvé les prêts, soit parce que les prêts proposés n'ont pas été acceptés d'un commun accord par l'AID et par

ernment of the United States of America may use the CFA francs for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of the Republic of Senegal under Section 104(g) of the Act, 50 percent of the CFA francs accruing to this agreement, for financing such projects to promote balanced economic development, including projects not heretofore included in plans of the Government of the Republic of Senegal, as may be mutually agreed. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the CFA francs for loan purposes within three years from the date of this Agreement, the Government of the United States of America may use the francs for any purposes authorized by Section 104 of the Act.

ARTICLE III. DEPOSIT OF CFA FRANCS

1. The amount of CFA francs to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into CFA francs as follows:

le Secrétariat d'Etat chargé duPlan et du Développement, le Gouvernement des Etats-Unis d'Amérique pourra utiliser les francs CFA dont il s'agit à toute autre fin autorisée par la section 104 de la Loi.

C. Pour l'octroi d'un prêt au Gouvernement de la République du Sénégal au titre de la section 104 (g) de la Loi, cinquante pour cent des francs CFA acquis en vertu du présent Accord, afin de financer des projets destinés à stimuler le développement économique et social y compris des projets non inclus jusqu'ici dans les plans du Gouvernement de la République du Sénégal suivant accord à intervenir entre les deux Gouvernements. Les clauses et conditions du prêt et autres dispositions seront précisées dans un accord de prêt spécial. Au cas où, dans un délai de trois ans à partir de la date du présent Accord, l'accord ne pourrait se faire sur l'utilisation des francs CFA à des fins de prêt, le Gouvernement des Etats-Unis d'Amérique pourrait utiliser les francs à toutes autres fins autorisées par la section 104 de la Loi.

ARTICLE III. DEPOT DES FRANCS CFA

1. La somme en francs CFA qui sera déposée au compte du Gouvernement des Etats-Unis d'Amérique devra correspondre en dollars, à la valeur marchande des produits et aux frais de transport maritime remboursés ou financés par le Gouvernement des Etats-Unis d'Amérique (à l'exception des frais supplémentaires résultant de l'obligation d'utiliser des navires battant pavillon des Etats-Unis). Ces dollars seront convertis en francs CFA selon les modalités indiquées ci-après:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Republic of Senegal, or

(b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of the Republic of Senegal.

2. In the event that any subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of CFA francs which may be due or become due under this Agreement [1] would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

ARTICLE IV. GENERAL UNDERTAKINGS

1. The Government of the Republic of Senegal will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this Agreement (except where

(a) Ces dollars seront au taux de change du dollar applicable aux opérations d'importation [2] aux dates des paiements en dollars effectués par les Etats-Unis, à la condition que le Gouvernement de la République du Sénégal applique un taux de change unique à toutes les opérations de change,

(b) S'il existe plus d'un taux légal applicable aux opérations de change, à un taux de change qui fera l'objet d'un accord mutuel entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République du Sénégal périodiquement

2. Dans le cas où un ou plusieurs autres accords sur les produits agricoles seraient conclus entre les deux Gouvernements en vertu de la Loi, tous remboursements de Francs CFA qui pourraient être exigibles ou qui pourraient le devenir au titre du Présent Accord plus de deux ans après l'entrée en vigueur dudit Accord seraient effectuées par le Gouvernement des Etats-Unis d'Amérique à l'aide de fonds devenus disponibles en vertu de l'accord sur les produits agricoles dont la date d'entrée en vigueur serait la plus récente par rapport à la date du remboursement.

ARTICLE IV. DISPOSITIONS GENERALES

1. Le Gouvernement de la République du Sénégal prendra toutes dispositions utiles pour empêcher la revente ou le transit vers d'autres pays des produits agricoles achetés en vertu des dispositions du présent Accord, ou l'utilisation de ces produits à des fins autres que

[1] Should read: ". . . under this Agreement more than two years from the effective date of this Agreement . . ."

[2] Should read "opérations commerciales d'importation".

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such resale, transshipment or use is specifically approved by the Government of the United States of America), to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending with the final date on which such commodities are received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales or purchases of surplus agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of Senegal will furnish, upon request of the Government of the United States of America, information on the progress of the program particularly with respect

celles devant satisfaire les besoins du pays (sauf dans les cas où cette revente, transit ou cette utilisation seraient expressément approuvés par le Gouvernement des Etats-Unis d'Amérique), pour prévenir l'exportation de tout produit d'origine locale ou étrangère qui est égal ou similaire aux produits acquis en vertu du présent Accord pendant la période allant de la date de la signature du présent Accord à la date finale de réception et utilisation desdits produits (sauf dans le cas où l'exportation serait expressément approuvée par le Gouvernement des Etats-Unis d'Amérique) et pour s'assurer que l'achat desdits produits n'aura pas pour effet d'augmenter les disponibilités de ces produits ou de produits similaires en vue de leur exportation vers des pays non-amis des Etats-Unis d'Amérique.

2. Les deux Gouvernements prendront toutes précautions utiles pour s'assurer que les ventes ou les achats de produits agricoles effectués conformément aux dispositions du présent Accord ne portent pas préjudice aux marchés normaux des Etats-Unis d'Amérique pour ces produits ou n'affectent pas indûment les prix mondiaux des produits agricoles, ou n'entravent pas les pratiques commerciales d'usage établies avec les pays amis.

3. Pour l'application du présent Accord, les deux Gouvernements chercheront à faire prévaloir des conditions commerciales qui permettent aux négociants d'exercer leur commerce sans entraves; ils s'efforceront en outre de créer de nouveaux marchés pour les produits agricoles et d'élargir constamment ces marchés.

4. Le Gouvernement de la République du Sénégal fournira, sur la demande du Gouvernement des Etats-Unis d'Amérique, des renseignements sur l'état d'avancement du programme d'exécu-

to the arrival and condition of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

ARTICLE V. CONSULTATION

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

ARTICLE VI. ENTRY INTO FORCE

The 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 Dakar, in duplicate, in the English and French languages, both texts equally authentic, the day of 3 July, 1963.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
PHILIP M KAISER

tion du présent Accord, notamment en ce qui concerne l'arrivée et l'état des produits, et les mesures prises pour maintenir les marchés habituels ainsi que des renseignements relatifs à l'exportation de ces produits ou de produits similaires.

ARTICLE V. CONSULTATIONS

A la requête de l'un d'eux, les deux Gouvernements se consulteront en ce qui concerne toute question relative à l'application du présent Accord ou à l'exécution des dispositions prévues en vertu du présent Accord.

ARTICLE VI. ENTREE EN VIGUEUR

Le présent Accord entrera en vigueur à la date de sa signature.

EN FOI DE QUOI, les représentants soussignés, dûment autorisés à cet effet, ont signé le présent Accord.

FAIT à Dakar, en double exemplaire, en langues anglaise et française, tous deux également authentiques, ce troisième jour de juillet 1963.

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DU SENEGAL
H THIAM

The American Ambassador to the Senegalese Secretary of State for Plan and Development

Translation

DAKAR, *July 3, 1963*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement concluded today between the Government of the United States of America and the Government of the Republic of Senegal and to confirm my Government's approval of the understanding reached

during the conversations which took place between the representatives of our respective Governments concerning the following matters:

1. The Government of the Republic of Senegal will obtain and import with its own funds during the calendar year ending December 31, 1963, at least 20,000 metric tons of grain sorghum from the United States of America and countries friendly to the United States of America.

2. As regards paragraph A of Article II of this Agreement, upon request of the Government of the United States of America, the Government of the Republic of Senegal will provide facilities for the conversion of two per cent of the CFA francs accruing from sales under this Agreement into currencies other than dollars for purposes of the application of Section 104 (a) of the Act. These currencies will be used to finance agricultural market development activities in other countries.

3. The Government of the United States of America may utilize CFA francs in Senegal to pay for international travel originating in Senegal or a country other than Senegal when the travel (including connecting travel) is to or through Senegal, and to pay for travel expenses within the United States of America or countries other than Senegal when such travel is part of a trip in which the traveler journeys from or to Senegal. It is understood that these funds are intended only to cover the expenses of persons on official travel for the Government of the United States of America, or in connection with projects financed by the Government of the United States of America. It is also understood that such CFA francs will not be used for the services provided exclusively by Senegalese transport companies.

I should be grateful if Your Excellency would be good enough to inform me whether the foregoing provisions are acceptable to the Government of the Republic of Senegal.

Accept, Excellency, the renewed assurances of my very high consideration.

PHILIP M. KAISER
Ambassador of the United States

His Excellency
HABIB THIAM,
Secretary of State for
Plan and Development.

DAKAR, *le 3 Juillet 1963.*

EXCELLENCE,

J'ai l'honneur de me référer à l'Accord sur les produits agricoles conclu ce jour entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République du Sénégal et de confirmer l'agrément de mon Gouvernement sur l'accord intervenu au cours des entretiens

qui ont eu lieu entre les représentants de nos Gouvernements respectifs en ce qui concerne les questions suivantes:

1. Le Gouvernement de la République du Sénégal obtiendra et importera avec ses propres fonds pendant l'année civile s'achevant le 31 Décembre 1963, un minimum de 20.000 tonnes métriques de sorgho en grains des Etats-Unis d'Amérique et pays amis des Etats-Unis d'Amérique.

2. En ce qui concerne le paragraphe A de l'Article II du présent Accord, le Gouvernement de la République du Sénégal, sur la demande du Gouvernement des Etats-Unis d'Amérique, donnera toutes facilités à ce dernier pour convertir en autres devises que des dollars deux pour cent des francs CFA provenant des ventes effectuées au titre du présent Accord aux fins d'application des dispositions de la section 104 (a) de la Loi. Les dites devises seront utilisées pour financer les travaux relatifs à la création de nouveaux marchés pour les produits agricoles dans d'autres pays.

3. Le Gouvernement des Etats-Unis d'Amérique pourra utiliser au Sénégal les francs CFA pour le paiement des frais relatifs aux voyages internationaux effectués par des personnes partant du Sénégal ou partant d'un pays autre que le Sénégal, quand les voyages (y compris les voyages intermédiaires) sont à destination du Sénégal, ou que l'itinéraire traverse le Sénégal, ainsi que pour le paiement des frais de voyages à l'intérieur des Etats-Unis d'Amérique ou dans des pays autres que le Sénégal, quand ces voyages font partie de l'itinéraire d'un voyageur venant de ou allant au Sénégal. Il est entendu que ces fonds serviront uniquement à couvrir les frais des personnes en voyage officiel pour le compte du Gouvernement des Etats-Unis d'Amérique, ou au titre de projets financés par le Gouvernement des Etats-Unis d'Amérique. Il est également entendu que ces francs CFA ne seront pas employés pour les services offerts exclusivement par les entreprises sénégalaises de transport.

Je serais très reconnaissant à votre Excellence de bien vouloir me faire savoir si les dispositions ci-dessus rencontrent l'agrément du Gouvernement de la République du Sénégal.

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

PHILIP M. KAISER
Ambassadeur des Etats-Unis

Son Excellence
HABIB THIAM
Secrétaire d'Etat chargé
du Plan et du Développement

The Senegalese Secretary of State for Plan and Development to the American Ambassador [1]

RÉPUBLIQUE DU SÉNÉGAL

PRÉSIDENCE DE LA RÉPUBLIQUE

SECRÉTARIAT D'ÉTAT CHARGÉ
DU PLAN ET DU DÉVELOPPEMENT

DIRECTION DE LA PLANIFICATION

Division Financière

N° 70/SP/PR/SEP/DP/DF

DAKAR, *le 3 juil. 1963*

Le Secrétaire d'État Chargé du Plan et du Développement
à Son Excellence L'AMBASSADEUR DES ETATS-UNIS D'AMÉRIQUE
à Dakar

EXCELLENCE,

J'ai l'honneur de me référer à l'Accord sur les produits agricoles conclu ce jour entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République du Sénégal, et de confirmer l'agrément de mon Gouvernement sur l'Accord intervenu au cours des entretiens qui ont eu lieu entre les représentants de nos gouvernements respectifs en ce qui concerne les questions suivantes:

1°/ – Le Gouvernement de la République du Sénégal obtiendra et importera, avec ses propres fonds pendant l'année civile s'achevant le 31 décembre 1963, un minimum de 20 000 tonnes métriques de sorgho en grains, des Etats-Unis d'Amérique et pays amis des Etats Unis d'Amérique.

2°/ – En ce qui concerne le paragraphe A de l'Article II du présent Accord, le Gouvernement de la République du Sénégal, sur la demande du Gouvernement des Etats-Unis d'Amérique, donnera, dans le cadre de sa législation en vigueur, toutes facilités à ce dernier pour convertir les autres devises que des dollars deux pour cent des francs CFA provenant des ventes effectuées au titre du présent accord aux fins d'application des dispositions de la section 104 (a) de la Loi. Les dites devises seront utilisées pour financer les travaux relatifs à la création de nouveaux marchés pour les produits agricoles dans d'autres pays.

3°/ – Le Gouvernement des Etats-Unis d'Amérique pourra utiliser au Sénégal les francs CFA pour le paiement des frais relatifs aux voyages internationaux effectués par des personnes partant du Sénégal ou partant d'un pays autre que le Sénégal, quand les voyages (y compris les voyages intermédiaires) sont à destination du Sénégal, ou que l'itinéraire traverse le Sénégal, ainsi que pour le paiement des frais de voyage à l'intérieur des Etats-Unis d'Amérique ou dans des pays autres que le Sénégal, quand ces voyages font partie de l'itinéraire d'un voyageur venant de ou allant au Sénégal.

[1] For the English language version of this note, see *ante*, p. 747.

Il est entendu que ces francs CFA ne seront pas employés pour les services offerts exclusivement par les entreprises sénégalaises de transport.

Je vous prie d'agréer, Excellence, l'assurance de ma très haute considération.

H THIAM

The American Ambassador to the Senegalese Minister of Plan and Development

DAKAR, *January 24, 1964.*

EXCELLENCY:

I have the honor of referring to the agricultural commodities agreement signed between our two governments on July 3, 1963 and I propose that paragraph 1 of Article I of this agreement be amended by adding $3,130,000 for the purchase of approximately 25,000 metric tons of milled rice, increasing the estimated ocean transportation cost to $389,000 and increasing the total value of the agreement to $4,022,000.

It is understood that the rice will be purchased and shipped no later than June 30, 1964. The Government of Senegal agrees that it will purchase and import with its own resources, from the United States and/or other countries friendly to it, at least 84,000 metric tons of rice during calendar year 1964. If the deliveries extend beyond this period, the level of usual marketing requirements for such a period will be determined at the time the request for extension of deliveries is made.

It is understood that the Government of the United States may use the CFA francs reserved for United States expenditures, under Article II (a) of the agreement, in other countries served by the Banque Centrale des Etats de l'Afrique de l'Ouest (BCEAO) including the equivalent of $65,000 worth of CFA francs for the purposes of Section 104 (h) of Title I of the Agricultural Trade Development and Assistance Act as amended.

It is proposed that this note, and your reply concurring therein, constitute an agreement between our two governments which will enter into force on the date of your reply.

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

PHILIP M. KAISER

His Excellency
HABIB THIAM,
Minister of Plan and Development,
Dakar, Senegal.

TIAS 5599

The Senegalese Secretary of State for Plan and Development to the American Ambassador

RÉPUBLIQUE DU SÉNÉGAL

MINISTÈRE
DU
PLAN ET DU DÉVELOPPEMENT

N° 163/MPD/DP

DAKAR, *le 24 jan. 1964*

Le Ministre du Plan et du Développement
à Son Excellence PHILIP M. KAISER
Ambassadeur des U.S.A.
– Dakar –

OBJET: Avenant à l'accord intervenu le 3 juillet 1963 entre les Etats-Unis et le Sénégal pour le programme "Food For Peace"–

EXCELLENCE,

J'ai l'honneur de vous faire connaître l'acceptation par le Gouvernement de la République du Sénégal de l'offre que le Gouvernement des U.S.A. a bien voulu lui faire par lettre en date de ce jour.

Cette correspondance constitue un avenant à l'accord du 3 juillet 1963 conclu entre nos deux Gouvernements:

– Nous acceptons que "le paragraphe 1 de l'article I de cet accord soit modifié en ajoutant 3 130 000 dollars correspondant à environ 25 000 tonnes métriques de riz décortiqué, en portant les prévisions des frais de transport maritime à 389 000 dollars et en augmentant également la valeur totale ce qui la porterait à 4 022 000 dollars, pour permettre l'importation par le Sénégal de 25 000 tonnes de riz dont l'achat et l'embarquement se feront au plus tard avant le 30 juin 1964. Le Gouvernement du Sénégal donne son accord pour importer par ses propres moyens des Etats-Unis, ou d'autres pays amis des Etats-Unis 84 000 tonnes de riz, dans le courant de l'année 1964. Si les livraisons dépassent cette période, le niveau des besoins de marché habituel pour la période d'extension sera déterminé au moment où la demande d'extension de livraison est faite.

Il est entendu que le Gouvernement des Etats-Unis peut utiliser les francs C.F.A. réservés pour les dépenses des Etats-Unis en fonction de l'article II (a) de l'accord, dans d'autres pays desservis par la Banque Centrale des Etats de l'Afrique de l'Ouest (BCEAO), y compris l'équivalent de 65 000 dollars en francs CFA aux fins convenues dans la section 104 (h) du titre I de l'acte de Développement du Commerce Agricole et d'Assistance, comme modifié".

Ma réponse à votre lettre constitue un accord entre nos deux Gouvernements qui entrera en vigueur à date de ce jour.

Je vous prie d'agréer, Excellence, l'assurance de ma très haute considération./-

[SEAL] H. THIAM

H. Thiam

Translation

REPUBLIC OF SENEGAL

MINISTRY
OF
PLAN AND DEVELOPMENT

No. 163/MPD/DP

DAKAR, *January 24, 1964*

The Minister of
Plan and Development
To His Excellency
PHILIP M. KAISER,
Ambassador of the
United States of America,
Dakar.

Subject: Amendment to the agreement concluded on July 3, 1963 between the United States and Senegal with respect to the "Food for Peace" program

EXCELLENCY:

I have the honor to signify to you the acceptance by the Government of the Republic of Senegal of the proposal that the Government of the United States of America was good enough to make to it by note of this date.

This correspondence constitutes an amendment to the Agreement of July 3, 1963 concluded between our two Governments:

We agree that "paragraph 1 of Article I of this agreement shall be amended by adding $3,130,000 for approximately 25,000 metric tons of hulled rice, increasing the estimated ocean transportation cost to $389,000, and increasing the total value, which would bring it to $4,022,000, in order to permit the importation by Senegal of 25,000 tons of rice, to be purchased and shipped no later than June 30, 1964. The Government of Senegal agrees to import with its own resources, from the United States, or other countries friendly to it, 84,000 tons of rice during the year 1964. If the deliveries extend beyond this period, the level of usual market requirements for the period of extension will be determined at the time the request for extension of deliveries is made.

"It is understood that the Government of the United States may use the CFA francs reserved for United States expenditures under Article II (a) of the agreement, in other countries served by the

Banque Centrale des Etats de l'Afrique de l'Ouest (BCEAO), including the equivalent of $65,000 worth of CFA francs for the purpose of Section 104 (h) of Title I of the Agricultural Trade Development and Assistance Act as amended."

My reply to your letter constitutes an agreement between our two Governments which shall enter into force on this date.

Accept, Excellency, the assurance of my very high consideration.

[SEAL] H. THIAM

H. Thiam

IRAN

Agricultural Commodities [1]

Agreement signed at Tehran November 17, 1963;
Entered into force November 17, 1963.
With exchange of notes
Dated at Tehran November 18, 1963, and June 11, 1964.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE IMPERIAL GOVERNMENT OF IRAN UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Imperial Government of Iran:

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

Considering that the purchase for Iranian rials of surplus agricultural commodities produced in the United States will assist in achieving such an expansion of trade;

Considering that the Iranian rials accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Iran pursuant to Title I of the Agricultural Trade Development and Assistance Act, [2] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

SALES FOR IRANIAN RIALS

1. Subject to issuance by the Government of the United States of America and acceptance by the Imperial Government of Iran of pur-

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[1] Also TIAS 5672; *post.* pt. 2.

[2] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

chase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Iranian rials, to purchasers authorized by the Imperial Government of Iran, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (millions)
Wheat and/or wheat flour in grain equivalent	$5.0
Ocean transportation (estimated)	1.2
Total	$6.2

2. Applications for purchase authorizations will be made within 90 days after the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Iranian rials accruing from such sale, and other relevant matters.

3. 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

USES OF IRANIAN RIALS

The Iranian rials accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

A. For United States expenditures under sub-sections (a), (b), (d), (f) and (h) through (s) of Section 104 of the Act, or under any of such sub-sections, 30 percent of the Iranian rials accruing pursuant to this Agreement.

B. 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 Iran incident thereto, 5 percent of the Iranian rials accruing pursuant to this Agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Iran for business development

and trade expansion in Iran and to United States firms and Iranian firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Imperial Government of Iran, acting through the Bank Markazi Iran. The Governor of the Bank Markazi, or his designate, will act for the Government of Iran, and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Bank Markazi 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.

(4) When AID is prepared to act favorably upon an application, it will so notify the Bank Markazi and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Iran on comparable loans, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Bank Markazi will indicate to AID whether or not the Bank Markazi has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Bank Markazi, it shall be understood that the Bank Markazi has no objection to the proposed loan. When AID approves or declines the proposed loan, it will notify the Bank Markazi.

(6) In the event the Iranian rials set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this Agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Bank Markazi, the Government of the United States of America may use the Iranian rials for any purpose authorized by Section 104 of the Act.

C. For loans to the Imperial Government of Iran under Section 104(g) of the Act for financing such projects to promote economic development and land reform, including projects not heretofore included in plans of the Imperial Government of Iran, as may be mutually agreed, 65 percent of the Iranian rials accruing pursuant to this Agreement. The terms and conditions of the loans and other provisions will be set forth in a separate

loan agreement. In the event that agreement is not reached on the use of the Iranian rials for loan purposes within three years from the date of this Agreement, the Government of the United States of America may use the rials for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF IRANIAN RIALS

1. The amount of Iranian rials to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Iranian rials as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Imperial Government of Iran, or

(b) if more than one legal rate for foreign exchange transactions exist, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Imperial Government of Iran.

2. In the event that any subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of Iranian rials which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Imperial Government of Iran will take all possible measures to prevent the resale 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, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending with the final date

on which such commodities are received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales or purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Imperial Government of Iran will furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to the arrival and condition of commodities and provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

ARTICLE V

CONSULTATION

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

ARTICLE VI

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

Done at Tehran in duplicate this Seventeenth day of November, 1963.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	FOR THE IMPERIAL GOVERNMENT OF IRAN:
J. C. HOLMES	A. ALAM

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

No. 293 TEHRAN, *November 18, 1963.*

EXCELLENCY:

I refer to the Agricultural Commodities Agreement signed on November 17, 1963, between the Government of the United States of America and the Imperial Government of Iran, and with regard to the rials accruing to uses indicated under Article II of the Agreement, state that the understanding of the Government of the United States of America is as follows:

With respect to paragraph C of Article II: Local currency will be advanced or reimbursed to the Imperial Government of Iran for financing agreed projects under paragraph C of Article II of the Agricultural Commodities Agreement upon the presentation of such documentation as the US AID Mission may specify.

The Imperial Government of Iran shall maintain or cause to be maintained books and records adequate to identify the goods and services financed for agreed projects pursuant to paragraph C of Article II of the Agricultural Commodities Agreement, to disclose the use thereof in the projects and to record the progress of the projects (including the cost thereof). The books and records with respect to each project shall be maintained for the duration of the project, or until the Expiration of three years after final disbursement for the project has been made by the US AID, whichever is later. The two Governments shall have the right at all reasonable times to examine such books and records and all other documents, correspondence, memoranda and other records involving transactions relating to agreed projects. The Imperial Government of Iran shall enable the US AID to observe and review agreed projects and the utilization of goods and services financed under the projects, and shall furnish to the US AID all such information as it shall reasonably request concerning the abovementioned matters and the expenditures related thereto. The Imperial Government of Iran shall afford, or arrange to have afforded, all reasonable opportunity for authorized representatives of the Government of the United States to visit any part of the territory of Iran for purposes related to agreed projects.

If the US AID determines that any disbursement under paragraph C of Article II of the Agricultural Commodities Agreement made by it for agreed projects is not supported by the documentation submitted by the Imperial Government of Iran, or is in violation of any applicable laws or regulations of the United States Government, the Imperial Government of Iran shall pay to the US AID, as may be requested by it, an amount in local currency not to exceed the amount of such disbursement. Where any payment is made by the Imperial Government of Iran to the US AID pursuant to the preceding sentence on the basis of a disbursement which has been charged as an advance under the

line of credit established by the loan agreement, the total amount charged as advances under the line of credit shall be reduced by the amount of such payment.

The US AID shall expend funds for agreed projects only in accordance with the applicable laws and regulations of the United States Government. The US AID may decline to make further disbursements for any agreed projects if it determines that further disbursements would not fulfill the purpose of paragraph C of Article II of the Agricultural Commodities Agreement.

I shall appreciate your confirming to me that the contents of this note also represent the understanding of the Imperial Government of Iran.

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

STUART W. ROCKWELL
Charge d'Affaires ad interim

His Excellency
ABBAS ARAM,
Minister of Foreign Affairs,
Tehran.

No. 294

TEHRAN, *November 18, 1963.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Imperial Government of Iran signed on November 17, 1963 and to confirm my Government's understanding of agreement reached in conversations which have taken place between representatives of our two Governments with respect to the following:

1. It is understood that in expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States of America in these commodities, or impair trade relations among friendly nations, the Imperial Government of Iran agrees that during the period ending June 30, 1964, it will procure and import with its own resources from the United States of America and from countries friendly to the United States of America at least 80,000 metric tons of wheat and/or wheat flour in grain equivalent, in addition to approximately 80,000 metric tons of wheat and/or wheat flour to be imported under the Agreement.

2. With respect to paragraph A of Article II of the Agreement, the Imperial Government of Iran will provide, upon the request of the

33-259 O-64-49

Government of the United States of America, facilities for the conversion into non-dollar currencies of two percent of the Iranian rials accruing from sales under the Agreement for the purpose of Section 104(a) of the Act. These facilities for conversion will be used to finance agricultural market development projects and activities in other countries. The Imperial Government of Iran will also provide facilities for the conversion of up to $250,000 worth of Iranian rials for use under Section 104(h) of the Act and the Mutual Educational and Cultural Exchange Act of 1961 for programs and activities in other countries.

3. The Government of the United States may utilize Iranian rials in Iran to pay for international travel originating in Iran, or originating outside Iran when the travel (including connecting travel) is to or through Iran, and for travel within the United States of America or other areas outside Iran when the travel is part of a trip in which the traveler journeys from, to or through Iran. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which rials may be utilized shall not be limited to services provided by Iranian transportation facilities.

I shall appreciate receiving Your Excellency's confirmation that the foregoing also represents the understanding of the Government of Iran.

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

STUART W. ROCKWELL
Charge d'Affaires ad interim

His Excellency
ABBAS ARAM,
Minister of Foreign Affairs,
Tehran.

The Iranian Ministry of Foreign Affairs to the American Embassy

به امور اقتصادی
شماره ۱۸۴۱/۹۰۰ / ۷۲۹۳
تاریخ ۱۳۴۴/۳/۲۱
پیوست

یادداشت

وزارت امورخارجه شاهنشاهی بااظهار تعارفات خود بسفارت کبرای ایالات متحد امریکا احتراما عطف بیادداشت شماره ۴۷۴ مورخ ۱۱ آوریل ۱۹۶۴ باستحضار میرساند که مفاد یادداشت های شماره ۲۹۳ وشماره ۲۹۴ مورخ ۱۸ نوامبر ۱۹۶۳ در خصوص موافقتنامه خرید هشتاد هزار تن گندم که در تاریخ ۱۷ نوامبر ۱۹۶۳ بین دولتین ایران وایالات متحده امریکا بامضاء رسیده است مورد تائید دولت شاهنشاهی میباشد وموجب نهایت امتنان خواهد بود بمقامات مربوطه ایالات متحده امریکا اطلاع دهند که حمل هشتاد هزار تن گندم خریداری شده بایران تسریع فرمایند.

موقع را مغتنم شمرده احترامات فائقه را تجدید مینماید.

سفارت کبرای ایالات متحده امریکا ـ تهران

Translation

MINISTRY OF FOREIGN AFFAIRS

Office: Economic Section

No. 7263/1841/9

JUNE 11, 1964

Memorandum

The Imperial Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to Note No. 474 of April 11, 1964 [1] and is pleased to inform you that the Imperial Government of Iran confirms the contents of Notes 293 and 294 of November 18, 1963, regarding the agreement signed between the Government of Iran and the United States on November 17, 1963 for the purchase of 80,000 tons of wheat. It will be very much appreciated if you will inform the authorities in the United States to expedite the shipment of 80,000 tons of the purchased wheat.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
Tehran.

[1] Not printed.

FEDERAL REPUBLIC OF GERMANY

Interchange of Patent Rights and Technical Information for Defense Purposes: Filing Classified Patent Applications

Agreement amending the agreement of March 9 and May 23, 1959.
Effected by exchange of notes
Dated at Bonn and Bonn/Bad Godesberg January 14 and May 28, 1964;
Entered into force May 28, 1964.

The German Ministry of Foreign Affairs to the American Embassy

AUSWÄRTIGES AMT
V 5 – 87.00/1–91.36

Verbalnote

Das Auswärtige Amt der Bundesrepublik Deutschland erlaubt sich, auf das Abkommen vom 4. Januar 1956 zwischen der Regierung der Bundesrepublik Deutschland und der Regierung der Vereinigten Staaten von Amerika zur Erleichterung des Austausches von Patenten und technischen Erfahrungen und die durch Notenwechsel vom 9. März und 23. Mai 1959 vereinbarten Verfahrensbestimmungen für die gegenseitige Anmeldung geheimhaltungsbedürftiger Patente Bezug zu nehmen.

Auf Grund der Neufassung des deutschen Patentgesetzes vom 9. Mai 1961 können Geheimpatente nicht mehr nur der Bundesrepublik Deutschland, sondern auch Dritten erteilt werden. Die auf der früheren Rechtslage beruhende Bestimmung der Nr. 2b (2) der genannten Verfahrensbestimmungen kann daher entfallen.

Demgemäss gestattet sich die Bundesregierung den Vorschlag, die Verfahrensbestimmungen in der Weise zu ändern, dass Nr. 2 b (2) der Verfahrensbestimmungen gestrichen wird. Die derzeitige Nr. 2 b (3) der Verfahrensbestimmungen müsste entsprechend zur Nr. 2 b (2) werden.

Diese Änderung der Verfahrensbestimmungen ist in dem nach Artikel VI des genannten Abkommens vom 4. Januar 1956 gebildeten Ausschuss für Patente und technische Erfahrungen erörtert worden. Der Ausschuss hat gegen die vorgeschlagene Änderung keine Bedenken geäussert.

Falls die vorgeschlagene Änderung der Regierung der Vereinigten Staaten von Amerika annehmbar erscheint, erlaubt sich die Bundesregierung anzuregen, dass diese Note und die entsprechende Antwortnote der Regierung der Vereinigten Staaten ein Abkommen zwischen beiden Regierungen bilden sollen, durch das die Verfahrensbestimmungen geändert werden und das am Tage der Antwort der Regierung der Vereinigten Staaten 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 14. Januar 1964*

[SEAL]

An die
BOTSCHAFT DER
VEREINIGTEN STAATEN VON AMERIKA

Translation

MINISTRY OF FOREIGN AFFAIRS
V 5 - 87.00/1-91.36

Note Verbale

The Ministry of Foreign Affairs of the Federal Republic of Germany wishes to refer to the Agreement of January 4, 1956 between the Government of the Federal Republic of Germany and the Government of the United States of America to Facilitate Interchange of Patent Rights and Technical Information [1] as well as to the Procedures for the Reciprocal Filing of Classified Patent Applications upon which agreement was reached through the Exchange of Notes of March 9 and May 23, 1959.[2]

Pursuant to the amendment of May 9, 1961 to the German Patent Law secret patents are no longer restricted to the Federal Republic of Germany, but may also be issued to third parties. The provision under Section 2 b (2) of the above-mentioned Procedures, which was based on the previous legal situation, may therefore be dropped.

Accordingly, the Federal Government proposes that the Procedures be amended by deleting Section 2 b (2). The present Section 2 b (3) of the Procedures would then become Section 2 b (2).

This amendment to the Procedures has been discussed by the Committee for Patents and Technical Information which was formed in accordance with Article VI of the aforementioned Agreement of January 4, 1956. The Committee has raised no objections to the proposed amendment.

[1] TIAS 3478; 7 UST 45.
[2] TIAS 4369; 10 UST 2001.

If the proposed amendment is deemed acceptable to the Government of the United States of America, the Federal Government takes the liberty of proposing that the present Note and the corresponding Note in reply of the United States Government shall constitute an Agreement between the two Governments amending the Procedures, and shall enter into force on the date of the Note in reply of the United States Government.

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

BONN, *January 14, 1964*

[SEAL]

THE EMBASSY OF THE
UNITED STATES OF AMERICA

The American Embassy to the German Ministry of Foreign Affairs

No. 204

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Federal Republic of Germany, and, with reference to the Ministry's Note of January 14, 1964 (V5-87.00/1-91.36), concerning Procedures for the Reciprocal Filing of Classified Patent Applications, has the honor, upon instructions from its Government, to state as follows:

The Government of the United States of America accepts the proposal of the Federal Government to delete Section 2 b (2) of the Procedural Provisions, as agreed by the exchange of Notes of March 9 and May 23, 1959, to the Agreement between the Government of the United States and the Government of the Federal Republic of January 4, 1956, to facilitate interchange of patent rights and technical information for defense purposes, and to redesignate the present Section 2 b (3) as Section 2 b (2).

The Government of the United States of America further agrees that the Ministry's Note, together with this Note, shall constitute an agreement between the Government of the United States of America and the Government of the Federal Republic of Germany on amending the Procedural Provisions as specified above, and that the present agreement shall enter into effect on the date of this Note.

EMB

EMBASSY OF THE UNITED STATES OF AMERICA,
Bonn/Bad Godesberg, May 28, 1964.

JAPAN

Consular Convention and Protocol

Signed at Tokyo March 22, 1963;
Ratification advised by the Senate of the United States of America October 22, 1963;
Ratified by the President of the United States of America October 28, 1963;
Ratified by Japan June 19, 1964;
Ratifications exchanged at Washington July 2, 1964;
Proclaimed by the President of the United States of America July 10, 1964;
Entered into force August 1, 1964.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a consular convention between the United States of America and Japan, together with a protocol relating thereto, were signed by their respective plenipotentiaries at Tokyo on March 22, 1963, the originals of which convention and protocol, in the English and Japanese languages, are word for word as follows:

CONSULAR CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND JAPAN

The United States of America and Japan,

Being desirous of regulating the consular affairs of one country in the territories of the other,

Have decided to conclude a Consular Convention and have appointed as their Plenipotentiaries for this purpose

The United States of America:

Edwin O. Reischauer, Ambassador Extraordinary and Plenipotentiary, and

Japan:

Masayoshi Ohira, Minister for Foreign Affairs

Who, having communicated to each other their respective full powers, which were found in good and due form, have agreed as follows:

Part I APPLICATION AND DEFINITIONS

Article 1

The territories of the High Contracting Parties to which the provisions of this Convention apply shall be understood to comprise all areas of land and water subject to the sovereignty or authority of either High Contracting Party, except the Panama Canal Zone.

Article 2

For the purpose of this Convention:

(1) The term "sending state" means the High Contracting Party by which a consular officer is appointed;

(2) The term "receiving state" means the High Contracting Party within whose territories a consular officer of the sending state exercises his functions;

(3) The term "nationals" means

(a) in relation to the United States of America, all citizens of the United States and all persons under the protection of the United States, including, where the context permits, all juridical entities duly created in or under the laws of any of the territories of the United States to which the Convention applies;

(b) in relation to Japan, all persons possessing the nationality of Japan, including, where the context permits, all juridical entities duly created under the laws of Japan;

(4) The term "person" shall be deemed to include any individual or juridical entity;

(5) The term "vessel", unless otherwise specified, means any ship or craft documented under the laws of any of the territories of the sending state to which the Convention applies;

(6) The term "consular office" shall, when used to describe or identify physical property, be deemed to refer to the

premises used by the sending state for the conduct of official consular business;

(7) The term "consular establishment" shall be deemed to include all immovable property used or held by the sending state for a consular office, for residences for one or more consular officers or employees or for related purposes, all movable property required to furnish, equip and operate such immovable property and, in general, all property needed for the effective performance of consular functions, including vehicles, vessels and aircraft;

(8) The term "consular officer" means any individual authorized by the sending state to exercise consular functions who is granted an exequatur or provisional or other authorization by the appropriate authorities of the receiving state;

(9) The term "consular employee" means any individual, other than a consular officer, who performs administrative or technical work or belongs to the service staff of a consular office provided that his name has been duly communicated to the appropriate authorities of the receiving state in accordance with the provisions of paragraph (2) of Article 6;

(10) The term "archives" shall be deemed to include official correspondence, documents, papers, books, records, cash, stamps, seals, filing cabinets, safes and other similar items held or used for official purposes;

(11) The term "local subdivision" shall be deemed to refer to any political or administrative subdivision of one of the High Contracting Parties, including, by way of example and not by way of limitation, any state, prefecture, county or municipality;

(12) The term "authorities of the receiving state" shall be deemed to include the authorities of the receiving state and of any local subdivision thereof;

(13) The term "laws" shall be deemed to include the laws, decrees, regulations, ordinances and similar measures having the force of law in the territories of either High Contracting Party or in any local subdivision thereof.

Part II APPOINTMENTS AND DISTRICTS

Article 3

(1) The sending state may establish and maintain consular offices in the territories of the receiving state at any place where the receiving state agrees to the establishment thereof.

(2) The sending state may, subject to the right of the receiving state to object thereto, prescribe the limits of its consular districts in the receiving state and shall keep the receiving state informed of such limits.

(3) A consular officer may, upon notification to and in the absence of objections from the receiving state, perform

consular functions outside his consular district.

Article 4

(1) The sending state may assign or appoint consular officers of such number and rank as it may deem necessary to any of its consular offices in the receiving state. The sending state shall notify the receiving state in writing of the assignment or appointment of a consular officer to a consular office in the receiving state.

(2) The receiving state shall, on presentation of the officer's commission or other notification of assignment or appointment, grant as soon as possible and free of charge such consular officer an exequatur or other authorization to perform consular functions. The receiving state shall, when necessary, pending the grant of an exequatur or other authorization, grant the consular officer a provisional authorization.

(3) The receiving state may not refuse to grant an exequatur or other authorization without good cause.

(4) The receiving state shall not, except as otherwise specifically provided in this Convention, be deemed to have consented to having a consular officer acting as such or to have extended to him the benefits of this Convention prior to the grant of an exequatur or other authorization, including provisional authorization.

Article 5

(1) The receiving state shall, upon request, inform without delay its appropriate authorities of the name of any consular officer entitled to act under this Convention.

(2) As an official agent of the sending state, a consular officer shall be entitled to special protection and to the high consideration of all officials of the receiving state with whom he has official intercourse.

(3) The receiving state may revoke the exequatur or other authorization of a consular officer whose conduct has given serious cause for complaint. The reason for such revocation shall, upon request, be furnished to the sending state through diplomatic channels.

Article 6

(1) A consular officer or employee may be assigned temporarily in an acting capacity to perform duties of a consular officer who has died or is unable to act through illness, absence or other cause. Pending the return of the former officer, the assignment of a new officer or the confirmation of the acting officer, such acting officer may perform the duties and enjoy the benefits of the provisions of this Convention upon notification to the Government of the receiving state.

(2) The sending state shall be free to employ the necessary number of consular employees at its consular offices, but the appropriate authorities of the receiving state shall be informed of the name and address of each employee. It will be for the Government of the receiving state to designate the particular authority to whom this information is to be given.

(3) The sending state may, with the permission of the receiving state, and in accordance with the provisions of Article 4, assign one or more members of its diplomatic mission accredited to the receiving state to the performance of consular functions. Such members shall be entitled to the benefits, and be subject to the obligations, of this Convention, without prejudice to any additional personal privileges to which they may be entitled by virtue of being members of the diplomatic mission of the sending state.

(4) The receiving state may refuse to accept a size of the consular staff exceeding what is reasonable and normal having regard to circumstances and conditions in the consular district, and to the needs of the particular consular office.

Part III LEGAL RIGHTS AND IMMUNITIES

Article 7

(1) The sending state may acquire under such form of tenure as it may choose, whether on lease, in full ownership, or under such other form of tenure as may exist under the laws of the receiving state, and may thus hold and occupy, either in its own name or in the name of one or more persons acting on behalf of the sending state, land, buildings, parts of buildings, and appurtenances located in the receiving state and required by the sending state for the purposes of a consular office, or of a residence for a consular officer or employee, or for other purposes to which the receiving state does not object, arising out of the operation of a consular establishment of the sending state. If, under the laws of the receiving state, the permission of the authorities of the receiving state must be obtained as a prerequisite to any such acquisition, such permission shall be granted on request.

(2) The sending state shall have the right to erect, as part of its consular establishments, buildings and appurtenances on land which it so owns or holds on lease.

(3) It is understood that the sending state shall not be exempt from compliance with any local building, zoning or town planning regulations applicable to all land in the area in which such land is situated.

(4) The phrase "one or more persons acting on behalf of the sending state" shall, within the meaning of Articles 7 and 12, be deemed to refer to any person or persons holding property in a trust or similar capacity for the benefit of the sending state.

Article 8

(1) The consular officer in charge may place, outside the consular office, the coat-of-arms or national device of the sending state and an appropriate inscription in the official language of the sending state designating such office.

(2) The consular officer in charge may fly the flag of the sending state and the consular flag at the consular office. Any consular officer may also place the coat-of-arms or national device and fly the flag of the sending state and its consular flag on the vehicles, vessels and aircraft which he employs in the exercise of his duties. Such flags may also be flown on suitable occasions at the residence of the consular officer in charge and in times of emergency at the residence of any consular officer.

(3) (a) The archives of the consular office shall be kept in a place entirely separate from the place where the private or business papers of consular officers and employees are kept. This provision does not require the separation of diplomatic

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from consular archives when a consular office forms part of the diplomatic mission.

(b) The archives, kept in a consular office of the sending state, shall at all times be inviolable, and the authorities of the receiving state may not, under any pretext, examine or detain them.

(4) A consular office shall not be entered by the police or other authorities of the receiving state, except with the consent of the responsible consular officer or, if such consent cannot be obtained, pursuant to appropriate writ or process and with the consent of the Secretary of State when the United States of America is the receiving state or the Minister for Foreign Affairs when Japan is the receiving state. The consent of the responsible consular officer shall be presumed in the event of fire or other disaster or in the event that the authorities of the receiving state have probable cause to believe that a crime involving violence to persons or property has been, or is being, or is about to be committed in the consular office.

(5) A consular office shall not be used to afford asylum to fugitives from justice. If a consular officer refuses to surrender a fugitive from justice on the lawful demand of the authorities of the receiving state, such authorities may,

in accordance with the procedures established by paragraph (4) of this Article, enter the consular office to apprehend the fugitive.

(6) Any entry into or search of a consular office pursuant to paragraphs (4) and (5) of this Article, shall be conducted with due regard to the inviolability of the consular archives.

Article 9

(1) The sending state shall enjoy an exemption from all military requisition, contributions or billeting with respect to property forming part of its consular establishments in the receiving state, including all vehicles, vessels and aircraft. Immovable property may, however, be seized or taken for purposes of national defense or public utility in accordance with the laws of the receiving state.

(2) A consular officer or employee shall enjoy an exemption from all military requisition, contributions or billeting with respect to the private residence and the furniture and other household articles and all vehicles, vessels and aircraft held or possessed by him. Such private residence may, however, be seized or taken for purposes of national defense or public utility in accordance with the laws of the receiving state.

(3) In any of the cases referred to in paragraphs (1) and (2) of this Article, every effort shall be made to avoid interference

with the performance of consular functions.

(4) The sending state or the consular officer or employee shall receive due compensation for all such property seized or taken. Compensation shall be payable in a form readily convertible into the currency of and transferable to the sending state, not later than three months from the date on which the amount of compensation has been finally fixed.

Article 10

(1) A consular officer may be in communication with his Government or with the diplomatic mission and consular offices of the sending state in the receiving state or with other diplomatic missions and consular offices of the sending state, making use of all public means of communication. This includes the right to make use of secret language. In addition, a consular officer may send and receive official documents, either in clear or secret language, by courier or by means of sealed official pouches and other official containers. In sending or receiving consular pouches through postal channels, a consular officer shall be subject to the postal laws of the receiving state, provided that the provisions of this paragraph shall not be affected thereby.

(2) The official documents referred to in this Article shall be inviolable and the authorities of the receiving state shall

not examine or detain them. Sealed official pouches and other official containers shall be inviolable when they are certified by a responsible officer of the sending state as containing only official documents.

(3) During such time as the receiving state is engaged in armed conflict, the right of communication, other than that relating to communications between the consular officer and his Government and between the consular officer and the diplomatic mission of the sending state in the receiving state, may be subject to reasonable restriction by the receiving state.

Article 11

(1) (a) A consular officer or employee shall not, except with the consent of the sending state notified to the receiving state in writing through diplomatic channels, be subject to the jurisdiction of the courts of the receiving state in respect of acts performed in his official capacity, falling within the functions of a consular officer under this Convention. However, the courts of the receiving state shall not be precluded from exercising jurisdiction over a consular employee who is a national of the receiving state in respect of acts committed through wilful misconduct or gross negligence.

(b) A consular officer shall be exempt from arrest or prosecution in the receiving state except when charged with the commission of a crime which, upon conviction, might subject the individual guilty thereof to a sentence of imprisonment for a period of one year or more.

(2) It is understood that the provisions of subparagraph (1)(a) of this Article do not preclude a consular officer or employee from being held liable in a civil action arising out of a contract concluded by him in his private capacity and not within the scope of his official duties, and that the provisions of subparagraph (5)(b) of this Article do not entitle a consular officer or employee to refuse to produce any document or to give evidence relating to such a contract.

(3) When the receiving state is permitted to exercise its jurisdiction over a consular officer or employee, it must exercise its jurisdiction in such a manner as not to interfere unduly with the performance of consular functions.

(4) A consular officer or employee shall enjoy exemption from military, naval, air, police, administrative or jury service of every kind, and from any contribution in lieu thereof.

(5) (a) A consular officer or employee may be required to

give testimony in either a civil or a criminal case, except as provided in subparagraph (b) of this paragraph. The administrative or judicial authorities requiring his testimony shall take all reasonable steps to avoid interference with the performance of his official duties and, where possible or permissible, arrange for the taking of such testimony, orally or in writing, at his office or residence.

(b) A consular officer or employee shall be entitled to refuse a request from the administrative or judicial authorities of the receiving state to produce any documents from the consular archives or to give evidence relating to matters falling within the scope of his official duties. Such a request shall, however, be complied with in the interests of justice if it is possible to do so without prejudicing the interests of the sending state. A consular officer or employee is also entitled to decline to give evidence as an expert witness with regard to the laws of the sending state.

(6) A consular officer or employee and members of his family forming part of his household shall be exempt in the receiving state from any requirements with regard to the registration of foreigners and the obtaining of permission to reside. Such members of the family of a consular officer or employee shall not receive the benefits of this paragraph if gainfully

employed in the receiving state.

(7) A consular officer shall not, while holding his exequatur or other authorization, including provisional authorization, be subject to deportation.

(8) All vehicles, vessels and aircraft owned by the sending state and used for consular purposes, and all vehicles, vessels and aircraft owned by a consular officer or employee of the sending state shall be adequately insured against third party risks, with an insurance company authorized to do, and actually carrying on, business in the receiving state. Any claim arising under any such policy shall be deemed to be a claim arising out of a contract involving liability in a civil action, as contemplated in paragraph (2) of this Article.

Part IV FINANCIAL PRIVILEGES

Article 12

(1) The sending state, or one or more persons acting on behalf of the sending state, shall, with respect to its consular establishments in the receiving state, be exempt from the payment of all taxes or similar charges of any kind imposed by the receiving state or by any local subdivision thereof for the payment of which the sending state, or one or more persons acting on behalf of the sending state, would otherwise be

legally liable, with respect to

(a) the acquisition, ownership, use or possession of immovable property, owned or otherwise held or occupied by the sending state and used exclusively for any of the purposes specified in paragraph (1) of Article 7, except taxes or other assessments imposed for services or local public improvements by which and to the extent that such property is benefited;

(b) the acquisition, ownership, possession or use of movable property, including vehicles, vessels and aircraft, owned or used by the sending state exclusively for any of the purposes specified in paragraph (1) of Article 7;

(c) the fees received in compensation for consular services and the receipts given for the payment of such fees;

(d) any other acts or transactions, including the acquisition or rendition of services, incident to the operation of a consular establishment of the sending state.

(2) No provision of subparagraph (1)(d) of this Article shall be construed to accord the sending state, or one or more persons acting on behalf of the sending state, exemptions from the taxes on electricity and gas to be imposed on the use of electricity or gas at a consular establishment used or held for residence for a consular officer or employee or for related purposes, unless:

(a) (i) such consular establishment is owned by the

sending state, or

(ii) such consular establishment is used or held by the sending state on a lease, during a period of time not shorter than a year and irrespective of changes in residents, and

(b) the sending state is the party to the contract on the use of electricity or gas and is liable for the payment of charges for electricity or gas.

(3) The foregoing exemptions shall not apply with respect to taxes or other similar charges of any kind for which some other person is legally liable, notwithstanding that the burden of the tax or other similar charge may be passed on to the sending state or one or more persons acting on behalf of the sending state.

Article 13

(1) Any consular officer or employee who is a national of the sending state, whether or not he is a national of any other state, shall be exempt from the payment of all taxes or similar charges of any kind imposed by the receiving state or any local subdivision thereof on the official emoluments, salaries, wages or allowances received by such officer or employee from the sending state.

(2) (a) A consular officer, or a consular employee who

performs administrative or technical work and who does not belong to the service staff shall, except as otherwise provided in paragraph (3) of this Article, be exempt from the payment of all taxes or similar charges of any kind, including taxes or similar charges incident to the licensing, titling, registration, use and operation of vehicles owned by such officer or employee, imposed by the receiving state or any local subdivision thereof for the payment of which such officer or employee would otherwise be legally liable. The number of vehicles entitled to such exemption shall be decided in accordance with the laws of the receiving state, provided that such officer or employee shall be entitled to such exemption for at least one vehicle. The exemption of taxes or similar charges on imports shall be as provided in Article 14.

(b) The foregoing exemption shall not apply with respect to taxes or other similar charges of any kind for which some other person is legally liable, notwithstanding that the burden of the tax or other similar charge may be passed on to such officer or employee.

(3) The provisions of subparagraph (2)(a) of this Article shall not apply to:

(a) taxes imposed on the acquisition, ownership or occupation of immovable property situated in the receiving

state;

(b) taxes imposed on income derived from sources within the receiving state, other than those stipulated in paragraph (1) of this Article;

(c) taxes on instruments effecting transactions, such as stamp duties imposed or collected in connection with the transfer of property, or taxes on the transfer of securities;

(d) taxes on the use of amusement facilities, the amusement tax including any hotel and restaurant tax, the spa tax, the traveling tax, taxes on electricity and gas, and the diesel oil delivery tax;

(e) taxes imposed by reason of or incident to the transfer by gift of property located in the receiving state;

(f) taxes imposed by reason of or incident to the passing on death of property located in the receiving state, such as estate, inheritance, and succession taxes.

(4) (a) Notwithstanding any provisions of the preceding paragraphs of this Article, no such tax as estate, inheritance or succession tax shall be imposed or collected by the receiving state or any local subdivision thereof by reason of or incident to the passing of movable property located in the receiving state upon the death of a consular officer or employee in respect of that part of such movable property which the deceased consular officer or employee owned within

the receiving state solely in connection with the performance of his official duties, and which does not exceed in value two times the amount of all official emoluments, salaries and allowances received by the consular officer or employee for the year immediately preceding his death.

(b) For the purpose of paragraph (4)(a) of this Article and subject to the limitations thereof, household and personal effects, personally owned vehicles and demand deposit accounts or time deposit accounts with a term shorter than one year of the deceased consular officer or employee shall be deemed conclusively to constitute property owned by him solely in connection with the performance of his official duties.

Article 14

(1) The sending state may import into the receiving state, free of all custom duties and internal revenue or other taxes imposed upon or by reason of importation by the receiving state or by any local subdivision thereof, all articles, including vehicles, vessels and aircraft, intended for official use in the receiving state in connection with any of the purposes specified in paragraph (1) of Article 7.

(2) A consular officer may import into the receiving state, free of all custom duties and internal revenue or other taxes imposed upon or by reason of importation by the receiving

state or by any local subdivision thereof, a reasonable quantity of baggage, effects and other articles, including vehicles, vessels and aircraft, required for the exclusive personal use of himself or members of his family forming part of his household. Such exemption from duties and taxes shall be granted, during the entire period such officer serves in the receiving state, with respect to

(a) articles accompanying him to his consular post on first arrival or on any subsequent arrival;

(b) articles consigned to him or withdrawn by him from customs custody for the above-mentioned purposes.

(3) A consular employee who performs administrative or technical work and who does not belong to the service staff shall also enjoy the privileges specified in the preceding paragraph with respect to articles imported at the time of his first arrival.

(4) It is, however, understood that

(a) the receiving state may, as a condition to the granting of the exemption provided in this Article, require that a notification of any importation be given in such manner as it may prescribe;

(b) the exemption provided in this Article, being in respect of articles imported for official or personal use only, does not extend to, inter alia, articles imported as

an accommodation to others or for sale or for other commercial purposes. However, articles imported as samples of commercial products solely for display within a consular office shall not be regarded as excluded from the exemption provided in this Article;

(c) the receiving state may determine that the exemption provided in this Article does not apply in respect of articles grown, produced or manufactured in the receiving state which have been exported therefrom without payment of or upon repayment of taxes or duties which would have been chargeable but for such exportation;

(d) nothing in this Article shall be construed to excuse compliance with customs formalities, or to permit the entry into the receiving state of any article the importation of which is specifically prohibited by the laws of the receiving state;

(e) the laws of the receiving state shall apply to the disposition of the articles imported under paragraphs (1), (2) and (3) of this Article; and

(f) paragraph (1) of this Article and paragraph (5) of Article 17 shall not be construed to prejudice the laws of the receiving state concerning the importation of cinema films for a consular office excluding films for academic or cultural use, and films which are in fact documentary or

newsreels, imported exclusively for official use.

Part V GENERAL CONSULAR FUNCTIONS

Article 15

(1) A consular officer shall be entitled within his consular district to

(a) interview, communicate with, assist and advise any national of the sending state;

(b) inquire into any incidents which have occurred affecting the interests of any such national;

(c) assist any such national in proceedings before or in relations with the authorities of the receiving state and, where necessary, arrange for legal assistance for him.

(2) For the purpose of protecting nationals of the sending state and their property and interests, a consular officer shall be entitled to apply to and correspond within his consular district with the appropriate authorities, including the appropriate departments of the central government of the receiving state. He shall not, however, be entitled to correspond with or to make diplomatic representations to the Department of State when the United States of America is the receiving state or the Ministry of Foreign Affairs when Japan is the receiving state except in the absence of any

diplomatic representative of the sending state.

(3) A consular officer may also communicate with the authorities of the receiving state within his consular district on any other matters falling within his competence.

(4) A national of the sending state shall have the right at all times to communicate with the appropriate consular officer and, unless subject to lawful detention, to visit him at his consular office.

Article 16

(1) The appropriate authorities of the receiving state shall, at the request of any national of the sending state who is confined in prison awaiting trial or is otherwise detained in custody within his consular district, immediately inform a consular officer of the sending state. A consular officer shall be permitted to visit without delay, to converse privately with, and to arrange legal representation for any national of the sending state who is so confined or detained. Any communication from such a national to the consular officer shall be forwarded without undue delay by the authorities of the receiving state.

(2) Where a national of the sending state has been convicted and is serving a sentence of imprisonment, a consular officer in whose consular district the sentence is being served shall,

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upon notification to the appropriate authorities of the receiving state, have the right to visit him in prison. Any such visit shall be conducted in accordance with prison regulations, which shall permit reasonable access to and opportunity of conversing with such national. The consular officer shall also be allowed, subject to the prison regulations, to transmit communications between the prisoner and other persons.

Article 17

(1) A consular officer may within his consular district:

(a) receive such declarations as may be required to be made under the nationality laws of the sending state;

(b) issue such notices to, receive such declarations from and provide for such medical examinations of a national of the sending state as may be required under the laws of the sending state with regard to compulsory national service;

(c) register a national of the sending state, register or receive notifications of the birth or death of a national of the sending state, record a marriage celebrated within the receiving state when at least one of the parties is a national of the sending state, and receive any such declarations pertaining to family relationships of a national of the sending state as may be required under the laws of that

state;

(d) issue, amend, renew, validate and revoke, in conformity with the laws of the sending state, visas, passports and other similar documents;

(e) (i) serve judicial documents, on behalf of the courts of the sending state, upon, or

(ii) take depositions, on behalf of the courts or other judicial tribunals or authorities of the sending state, voluntarily given, or

(iii) administer oaths to

any person in the receiving state in accordance with the laws of the sending state and in a manner not inconsistent with the laws of the receiving state;

(f) obtain copies of or extracts from documents of public registry;

(g) issue, with regard to goods, certificates of origin and other necessary documents for use in the sending state.

(2) It is understood that the registration or the receipt of notifications of a birth or death by a consular officer, the recording by a consular officer of a marriage celebrated under the laws of the receiving state, and the receipt by a consular officer of declarations pertaining to the family relationships in no way exempts a person from any obligation laid down by the laws of the receiving state with regard to the notification

to or registration with the appropriate authorities of the receiving state, of births, deaths, marriages, or other matters pertaining to family relationships of a person.

(3) A consular officer may also within his consular district:

(a) authenticate or certify signatures;

(b) translate into the language of one of the High Contracting Parties acts and documents of any character drawn up in the language of the other High Contracting Party and certify to the accuracy of the translation thereof;

(c) prepare, attest, receive the acknowledgments of, certify, authenticate, legalize and in general take such action as may be necessary to perfect or to validate any act, document or instrument of a legal character as well as copies thereof, including declarations, testamentary dispositions and contracts.

(4) A consular officer may perform the services specified in paragraph (3) of this Article whenever such services are required by a national of the sending state for use outside the territories of the receiving state, or by any person for use in the territories of the sending state or are rendered in accordance with procedures, not prohibited by the laws of the receiving state, established by the sending state for the protection of its nationals abroad or for the proper administration of its laws.

(5) A consular officer may further the cultural, artistic, scientific, commercial, professional and educational interests of the sending state.

Part VI ESTATES AND TRANSFER OF PROPERTY

Article 18

(1) In the case of the death of a national of the sending state in the territory of the receiving state, without having in the territory of his decease any known heir or testamentary executor, the appropriate local authorities of the receiving state shall as promptly as possible inform a consular officer of the sending state.

(2) A consular officer of the sending state may, within the discretion of the appropriate judicial authorities and if permissible under the then existing applicable local laws in the receiving state:

(a) take provisional custody of the personal property left by a deceased national of the sending state, provided that the decedent shall have left in the receiving state no heir or testamentary executor appointed by the decedent to take care of his personal estate; provided that such provisional custody shall be relinquished to a duly appointed administrator;

(b) administer the estate of a deceased national of the

sending state who is not a resident of the receiving state at the time of his death, who leaves no testamentary executor, and who leaves in the receiving state no heir, provided that if authorized to administer the estate, the consular officer shall relinquish such administration upon the appointment of another administrator;

(c) represent the interests of a national of the sending state in an estate in the receiving state, provided that such national is not a resident of the receiving state, unless or until such national is otherwise represented; provided, however, nothing herein shall authorize a consular officer to act as an attorney at law.

(3) Unless prohibited by the laws of the receiving state, a consular officer may, within the discretion of the court, agency, or person making distribution, receive for transmission to a national of the sending state who is not a resident of the receiving state any money or property to which such national is entitled as a consequence of the death of another person, including shares in an estate, payments made pursuant to workmen's compensation laws, pension and social benefits systems in general, and proceeds of insurance policies. The court, agency, or person making distribution may require that a consular officer comply with conditions laid down with regard to

(a) presenting a power of attorney or other authorization from such non-resident national,

(b) furnishing reasonable evidence of the receipt of such money or property by such national, and

(c) returning the money or property in the event he is unable to furnish such evidence.

(4) Whenever a consular officer shall perform the functions referred to in paragraphs (2) and (3) of this Article, he shall be subject, with respect to the exercise of such functions, to the laws of the receiving state and to the jurisdiction of the judicial and administrative authorities of the receiving state in the same manner and to the same extent as a national of the receiving state.

Part VII SHIPPING

Article 19

(1) When a vessel visits a port (which includes any place to which a vessel may come) in the receiving state, the master and members of the crew of the vessel shall be permitted to communicate with and, subject to immigration laws of the receiving state, visit a consular officer in whose district the port is situated. For the purpose of performing any of the duties he is authorized to perform by this Convention,

a consular officer, accompanied, if he desires, by one or more consular officers or employees on his staff, may proceed on board the vessel after she has received pratique.

(2) A consular officer may request the assistance of the authorities of the receiving state in any matter pertaining to the performance of such duties, and they shall give the requisite assistance unless they have special reasons which would fully warrant refusing it in a particular case.

Article 20

(1) A consular officer may question the master and members of the crew of a vessel, examine her papers, take statements with regard to her voyage and her destination and generally facilitate her entry and departure. When custom house brokers or shipping agents are available, however, a consular officer shall not undertake to perform functions normally within the scope of their activities.

(2) A consular officer or employee may appear with the master or members of the crew of a vessel before the local administrative and judicial authorities, and may lend his assistance, including, where necessary, arranging for legal assistance and acting as interpreter in matters between them and such authorities.

(3) A consular officer may, provided that the judicial

authorities of the receiving state do not exercise jurisdiction in accordance with the provisions of Article 21, decide or arrange for the settlement of disputes between the master and members of the crew of a vessel including disputes as to wages and contracts of service in accordance with the laws of the sending state, arrange for the engagement and discharge of the master and members of the crew, and take measures for the preservation of good order and discipline on the vessel.

(4) A consular officer may take measures for the enforcement of the shipping laws of the sending state.

(5) A consular officer may, where necessary, make arrangements for the repatriation and the treatment in a hospital of the master or members of the crew or the passengers of a vessel.

Article 21

(1) Except at the request or with the consent of a consular officer, the administrative authorities of the receiving state shall not concern themselves with any matter concerning the internal management of the vessel. The judicial authorities of the receiving state may, however, exercise any jurisdiction which they may possess under the laws of the receiving state with regard to disputes as to wages and contracts of service between the master and members of the

crew of a vessel. The administrative and judicial authorities shall not interfere with the detention in custody on a vessel of a seaman for disciplinary offenses, provided that such detention is lawful under the laws of the sending state and is not accompanied by unjustifiable severity or inhumanity.

(2) Without prejudice to the right of the administrative and judicial authorities of the receiving state to take cognizance of crimes or offenses committed on board a vessel when she is in the ports or in the waters of the receiving state or to enforce the laws of the receiving state applicable to vessels of any state in its ports and its waters or to persons and property thereon, it is the common intention of the High Contracting Parties that the administrative authorities of the receiving state should not, except at the request or with the consent of the consular officer,

(a) concern themselves with any matter taking place on board a vessel except for the preservation of peace and order or in the interests of public health or safety, or

(b) institute prosecutions in respect of crimes or offenses committed on board a vessel in the ports or in the waters of the receiving state unless they are of a serious character or involve the tranquility of the port or unless they are committed by or against persons other than members of the crew who are not nationals of the receiving state.

Crimes or offenses against the laws of the receiving state regarding public health, customs or immigration committed on board a vessel in the ports or waters of that state shall be deemed to be included in the crimes or offenses involving the tranquility of the port.

(3) The provisions of the preceding paragraph shall not be construed as affecting the rights of vessels in innocent passage through the territorial sea. Such rights are determined by international law.

(4) If, for the purpose of exercising the rights referred to in paragraph (2) of this Article, it is the intention of the authorities of the receiving state to arrest or question any person or to seize any property or to institute any formal inquiry on board a vessel, the master or other officer acting on his behalf shall be given an opportunity to inform the consular officer, and, unless this is impossible on account of the urgency of the matter, to inform him in such time as to enable the consular officer or a consular employee on his staff to be present if he so desires. If a consular officer has not been present or represented, he shall be entitled, on his request, to receive from the authorities of the receiving state full information with regard to what has taken place. The provisions of this paragraph do not apply to routine examinations by the authorities of the receiving

state with regard to customs, health and the admission of aliens, or to the detention of a vessel or of any portion of her cargo arising out of civil or commercial proceedings in the courts of the receiving state.

Article 22

(1) A consular officer may visit at ports within his consular district a vessel of any flag destined to a port of the sending state, at the request or with the consent of the master of that vessel, in order to enable him to procure the necessary information to prepare and execute such documents as may be required by the laws of the sending state as a condition of entry of such vessel into its ports, and to furnish to the competent authorities of the sending state such information with regard to sanitary or other matters as such authorities may require.

(2) In exercising the rights conferred upon him by this Article, the consular officer shall act with all possible dispatch.

Article 23

(1) If a vessel of the sending state is wrecked in the receiving state, the consular officer in whose district the wreck occurs shall be informed as soon as possible by the appropriate authorities of the receiving state of

the occurrence of the wreck.

(2) The appropriate authorities of the receiving state shall take all practicable measures for the preservation of the wrecked vessel, of the lives of persons on board, of the cargo and of other property on board, and for the prevention and suppression of plunder or disorder on the vessel. These measures shall also extend to articles belonging to the vessel or forming part of her cargo which have become separated from the vessel.

(3) If the vessel is wrecked within a port or constitutes a navigational hazard within the territorial waters of the receiving state, the authorities of the receiving state may also order any measures to be taken which they consider necessary with a view to avoiding any damage that might otherwise be caused by the vessel to the port facilities or navigation.

(4) If the owner of the wrecked vessel, his agent, or the underwriters concerned, or the master are not in a position to make arrangements for the disposal of the vessel in accordance with the relevant provisions of the laws of the receiving state, a consular officer shall be deemed to be authorized to make, acting for the owner, the same arrangements as the owner himself could have made if he had been present.

(5) Where any articles belonging to or forming part of a wrecked vessel of any flag (other than that of the receiving state), or belonging to or forming part of the cargo of any such vessel, are found on or near the coast of the receiving state or are brought into any port of that state, the consular officer in whose district the articles are found or brought into port shall be deemed to be authorized to make, acting for the owner of the articles, such arrangements relating to the custody and disposal of the articles as the owner himself could have made if,

(a) in the case of articles belonging to or forming part of the vessel, the vessel is a vessel of the sending state or, in the case of cargo, the cargo is owned by nationals of the sending state; and

(b) neither the owner of the articles, his agent, the underwriters nor the master of the vessel is in a position to make such arrangements.

Article 24

For the purposes of Articles 19 to 23, the term "vessel" shall be deemed to include aircraft, and the term "shipping laws" shall be construed, as applied to aircraft, to refer to aviation laws, and the term "waters" shall be construed, as applied to aircraft, to refer to territory of the receiving

state.

Part VIII FINAL PROVISIONS

Article 25

(1) The privileges and immunities conferred by paragraphs (2) and (4) of Article 9, subparagraph (1)(b) and paragraphs (4) and (6) of Article 11, paragraphs (1), (2) and (4) of Article 13 and paragraphs (2) and (3) of Article 14 shall not be accorded to a consular officer or employee, or members of his family forming part of his household, if such officer or employee is a national of the receiving state, or has the status in the receiving state of an alien lawfully admitted for permanent residence, or is engaged in any private occupation for gain in the receiving state, or is other than a full-time officer or employee of the sending state.

(2) The privileges and immunities conferred by paragraph (1) of Article 7, paragraph (4) of Article 8 and paragraph (2) of Article 12 shall not be accorded to the sending state with respect to a consular office in the charge of a consular officer or employee referred to in the preceding paragraph, or with respect to a residence for such consular officer or employee.

Article 26

(1) The provisions of Articles 15 to 23 relating to the functions which a consular officer may perform are not exhaustive. A consular officer shall be permitted to perform other functions, involving no conflict with the laws of the receiving state, which are either in accordance with international law or practice relating to consular officers recognized in the receiving state or are acts to which no objection is taken by the receiving state.

(2) It is understood that in any case where any Article of this Convention gives a consular officer the right to perform any functions, it is for the sending state to determine to what extent its consular officers shall exercise such right.

(3) Nothing contained in this Convention shall be construed to permit a consular officer or employee to take advantage of the rights, immunities or privileges accorded thereby for any purposes other than those for which these benefits have been granted by the terms of this Convention.

(4) A consular officer may levy the fees prescribed by the sending state for the performance of consular services.

Article 27

(1) This Convention shall be ratified and the instruments

of ratification thereof shall be exchanged at Washington. The Convention shall enter into force on the thirtieth day after the date of exchange of the instruments of ratification and shall continue in force for the term of five years.

(2) Unless six months before the expiration of the aforesaid term of five years either High Contracting Party shall have given notice to the other of the intention to terminate this Convention, the Convention shall continue in force after the aforesaid term and until six months from the date on which either High Contracting Party shall have given to the other notice of termination.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed this Convention and have hereunto affixed their seals.

DONE in duplicate, in the English and Japanese languages, both texts being equally authentic, at Tokyo, this twenty-second day of March, one thousand nine hundred sixty three.

33-259 O-64-52

For the United States of America:

Edwin O. Reischauer

For Japan:

Masayoshi Ohira.

TIAS 5602

PROTOCOL

At the time of signing the Consular Convention between the United States of America and Japan, the undersigned Plenipotentiaries, duly authorized by their respective Governments, have further agreed on the following provisions, which shall be considered integral parts of the aforesaid Convention:

1. Notwithstanding the provisions of Article 1, this Convention shall not apply to any area set forth in Article 3 of the Treaty of Peace with Japan signed at the city of San Francisco on September 8, 1951, [1] as long as any such area has not been returned to Japanese jurisdiction.

2. The phrase "one or more persons acting on behalf of the sending state" referred to in Articles 7 and 12 includes, when the United States of America is the sending state, the Secretary of State, the Chief of the Diplomatic Mission in Japan, or any other officer of the United States of America acting on its behalf; but does not include any private individual or juridical entity.

3. Notwithstanding the provision of paragraph (5) of Article 2, the term "vessel" shall, for the purpose of paragraph (1) of Article 19, paragraphs (1), (2), (3) and

[1] TIAS 2490; 3 UST (pt. 3) 3172.

(5) of Article 20 and paragraphs (1) and (4) of Article 21, be deemed to include:

(a) any vessel of the receiving state or any third country chartered on bare boat terms by a national or nationals of the sending state; and

(b) any vessel of the sending state except that chartered on bare boat terms by a national or nationals of the receiving state.

4. Without derogation of such rights and benefits as the sending state may have under international law with respect to diplomatic property, the provisions of Article 12 (except subparagraphs (b) and (c) of paragraph (1)) shall likewise apply with respect to immovable property owned or otherwise held or occupied by the sending state and used either for embassy purposes or for residences for one or more officers or employees of the embassy.

5. The term "members of his family forming part of his household" referred to in paragraph (6) of Article 11, paragraph (2) of Article 14 and paragraph (1) of Article 25 shall be understood to include only those persons residing in the receiving state who are substantially dependent upon the consular officer or employee for support.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed this Protocol and have hereunto affixed their seals.

DONE in duplicate, in the English and Japanese languages, both texts being equally authentic, at Tokyo, this twenty-second day of March, one thousand nine hundred sixty three.

For the United States of America:

Edwin O. Reischauer

For Japan:

Masayoshi Ohira.

千九百六十三年三月二十二日に東京で、ひとしく正文である英語及び日本語により本書二通を作成した。

アメリカ合衆国のために

日本国のために

大平正芳

は、派遣国が所有し、又は他の方法で保有し若しくは占有し、かつ、大使館の目的のため又は一人若しくは二人以上の大使館員若しくは大使館職員の住居として使用される不動産についても、同様に適用する。

5

第十一条(6)、第十四条(2)及び第二十五条(1)にいう「その家族の構成員でその世帯に属するもの」には、接受国に居住する者で実質的に領事官又は領事館職員の扶養に依存しているもののみを含むものと了解される。

以上の証拠として、各全権委員は、この議定書に署名調印した。

動するアメリカ合衆国のその他の政府職員を含み、私人及び私法人を含まない。

3 「船舶」とは、第二条(5)の規定にかかわらず、第十九条(1)、第二十条(1)、(2)、(3)及び(5)並びに第二十一条(1)及び(4)の規定の適用上、次のものを含むものとみなされる。

(a) 派遣国の一又は二以上の国民が裸傭(よう)船契約に基づき傭(よう)船した接受国又は第三国の船舶

(b) 接受国の一又は二以上の国民が裸傭(よう)船契約に基づき傭(よう)船した船舶を除く派遣国の船舶

4 派遣国が国際法に基づき外交上の財産について有する権利及び利益を害することなく、第十二条(1)(b)及び(c)を除く。)の規定

議定書

アメリカ合衆国と日本国との間の領事条約の署名にあたり、下名の全権委員は、各自の政府から正当に委任を受けて、さらに、同条約の不可分の一部とみなされる次の諸規定を協定した。

1 この条約は、第一条の規定にかかわらず、千九百五十一年九月八日にサン・フランシスコ市で署名された日本国との平和条約第三条に掲げるいずれの地域についても、当該地域が日本国の管轄下に復帰しない限り、適用しないものとする。

2 第七条及び第十二条にいう「派遣国のために行動する一若しくは二以上の者」には、アメリカ合衆国が派遣国であるときは、国務長官、日本国における外交使節団の首席又は同首席のために行

アメリカ合衆国のために

Dean Rusk

日本国のために

大平正芳

TIAS 5602

しない限り、前記の期間が満了した後も、一方の締約国が他方の締約国に対して終了の通告を与えた日から六箇月後まで、効力を存続する。

以上の証拠として、各全権委員は、この条約に署名調印した。

千九百六十三年三月二十二日に東京で、ひとしく正文である英語及び日本語により本書二通を作成した。

利、免除又は特権を、この条約によりそれらの利益が与えられている目的以外の目的のために、領事官又は領事館職員が利用することを許すものと解してはならない。

(4) 領事官は、派遣国が領事事務の遂行に関して定める手数料を徴収することができる。

第二十七条

(1) この条約は、批准されなければならない。批准書は、ワシントンで交換されるものとする。この条約は、批准書の交換の日の後三十日目の日に効力を生じ、五年間効力を存続する。

(2) この条約は、前記の五年の期間が満了する六箇月前に、一方の締約国が他方の締約国に対し、この条約を終了させる意思を通告

(1) 領事官が遂行することができる職務は、第十五条から第二十三条までに定めるものに限定されない。領事官は、接受国の法令に抵触しないその他の職務で、接受国において認められている領事官に関する国際法若しくは国際慣行に適合しているもの又は接受国により異議を申し入れられていない行為であるものを遂行することを許される。

(2) この条約のいずれかの規定が、領事官に対し、なんらかの職務を遂行する権利を与えているいかなる場合においても、当該領事官がその権利を行使する限度について決定を行なうのは派遣国であることが了解される。

(3) この条約のいかなる規定も、この条約により与えられている権

免除は、領事官又は領事館職員が、接受国の国民である場合、接受国において永住を適法に認められた外国人としての身分を有する場合、接受国において営利を目的とする私的な職業に従事する場合又は派遣国の常勤の領事官若しくは領事館職員ではない場合においては、当該領事官若しくは領事館職員又はその家族の構成員でその世帯に属するものには与えられないものとする。

(2) 第七条(1)、第八条(4)及び第十二条(2)の規定によつて与えられる特権及び免除は、(1)に規定する領事官又は領事館職員の管理する領事事務所又はそのような領事官若しくは領事館職員のための住居については、派遣国に対し、与えられないものとする。

第二十六条

長がいずれも前記の取決めを行なうことができない立場にある場合

第二十四条

第十九条から第二十三条までの規定の適用上、「船舶」には航空機を含むものとみなし、「船舶関係法令」とは、航空機についていうときは、航空関係法令をいい、「水域」とは、航空機についていうときは、接受国の領域をいうものと解するものとする。

第八部　最終規定

第二十五条

(1)　第九条(2)及び(4)、第十一条(1)(b)、(4)及び(6)、第十三条(1)、(2)及び(4)並びに第十四条(2)及び(3)の規定によつて与えられる特権及び

し若しくはその一部をなす物品又はこのような船舶の貨物に属し若しくはその一部をなす物品が、接受国の海岸若しくはその付近で発見され、又は接受国の港に搬入されたときは、その物品が発見された場所又は搬入された港を管轄する領事官は、次の場合には、その物品の保管及び処分に関して所有者がみずから行なうことができるはずである取決めを所有者に代わつて行なう権限を与えられているものとみなす。

(a) 当該船舶に属し又は当該船舶の一部をなす物品については、当該船舶が派遣国の船舶であり、また、貨物については、それが派遣国の国民の所有に属しており、かつ、

(b) 当該物品の所有者、その代理人、保険業者、又は当該船舶の

の領域内の水域において航行上の危険を構成するときは、当該船舶が港の施設又は航行に対して与えるおそれのある損害を避けるため、その必要と認めるいかなる措置をも執るように命ずることができる。

(4) 難破した船舶の所有者、その代理人、関係保険業者又はその船舶の長が接受国の法令の関係規定に従つて船舶を処分するための取決めを行なうことができない立場にあるときは、領事官は、所有者が不在でなければみずから行なうことができるはずである取決めと同様の取決めを所有者に代わつて行なう権限を与えられているものとみなす。

(5) 接受国の国旗以外のいずれかの国旗を掲げる難破した船舶に属

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(1) 派遣国の船舶が接受国内において難破したときは、その難破が発生した場所を管轄する領事官は、関係がある接受国の当局から、その難破の発生について、できる限りすみやかに通報されるものとする。

(2) 関係がある接受国の当局は、難破した船舶、船舶上にある者の生命及び貨物その他の船舶上の財産の保護のため、並びに船舶上における略奪又は秩序の紊乱の防止及び鎮圧のため、実行可能なすべての措置を執らなければならない。これらの措置は、また、船舶に属し又はその貨物の一部をなす物品で船舶から分離されたものにも及ぼされるものとする。

(3) 接受国の当局は、また、船舶が接受国の港内で難破し、又はそ

第二十二条

(1) 領事官は、派遣国の港に向かういずれかの国の国旗を掲げる船舶が派遣国の港に入るための条件として派遣国の法令により要求される書類の準備及び作成に必要な情報を入手するため、並びに権限がある派遣国の当局にその必要とする衛生その他の事項に関する情報を提供するため、当該船舶の長の要請により又はその同意を得て、自己の領事管轄区域内の港において当該船舶を訪問することができる。

(2) 領事官は、この条の規定によつて与えられる権利を行使するにあたり、できる限り迅速に行動しなければならない。

第二十三条

はこれに代わつて行動するその他の職員は、領事官に通報する機会を与えられるものとし、この通報する機会は、緊急事態のために不可能である場合を除くほか、領事官又はその指揮下にある領事館職員が、領事官の希望があれば、現場に立ち会うことができるだけの時間的余裕があるように、与えられなければならない。領事官は、自己が立ち会わず又は代表されなかつた場合には、要請を行なうことにより、接受国の当局からどのようなことを行なつたかについての十分な情報を受ける権利を有する。この項の規定は、税関、衛生及び外国人の入国許可に関し接受国の当局が行なう通常の検査並びに接受国の裁判所における民事訴訟又は商事訴訟に起因する船舶又はその貨物の一部の留置には、適用しない。

の者に対して行なわれたものである場合を除くほか、訴追を行なうこと。接受国の港又は水域内にある船舶上で行なわれた公衆衛生、税関又は出入国管理に関する接受国の法令に対する犯罪又は違反は、港の静穏に影響を及ぼす犯罪又は違反であるものとみなす。

(3) (2)の規定は、領海を通航する船舶の無害通航権を害するものと解してはならない。この権利に関しては、国際法の定めるところによる。

(4) 接受国の当局が、(2)に掲げる権利を行使するため、船舶上でいずれかの者を逮捕若しくは尋問し、いずれかの財産を押収し、又はなんらかの正式の取調べを行なおうとするときは、船舶の長又

にあるときにその船舶上で行なわれた犯罪若しくは違反を確認し、又はその港若しくは水域内にある各国の船舶若しくはその船舶上にある者及び財産に適用される接受国の法令を実施することについての接受国の行政当局及び司法当局の権利は、害されないものとする。

(a) 平和及び秩序の維持又は公衆の衛生若しくは安全のために行なう場合を除くほか、船舶内で起こつた問題に関与すること。

(b) 接受国の港又は水域内にある船舶上で行なわれた犯罪又は違反に関し、その犯罪又は違反が重大な性質のもの又は港の静穏に影響を及ぼすものである場合及びその犯罪又は違反が乗組員（接受国の国民である乗組員を除く。）以外の者により又はそ

(1) 接受国の行政当局は、領事官の要請又は同意がある場合を除くほか、船舶の内部管理に関するいかなる事項にも関与してはならない。ただし、接受国の司法当局は、船舶の長とその乗組員との間の賃金及び労務契約に関する紛争に関し、接受国の法令に基づいて有する管轄権を行使することができる。行政当局及び司法当局は、規律違反のため船舶上で乗組員の拘禁が行なわれる場合において、その拘禁が派遣国の法令により適法であり、また、不当に過酷又は非人道的でない限り、これに干渉してはならない。

(2) 接受国の行政当局が、領事官の要請又は同意がある場合を除くほか、次のことを行なつてはならないということは、両締約国の共通の意思である。もつとも、船舶が接受国の港若しくは水域内

(3) 領事官は、接受国の司法当局が第二十一条の規定に従つて管轄権を行使しないときは、船舶の長とその乗組員との間の紛争（賃金及び労務契約に関する紛争を含む。）の解決について派遣国の法令に従つて決定し又はあつせんし、船舶の長及び乗組員の雇用及び解雇に関してあつせんし、並びに船舶上の秩序及び紀律の維持のための措置を執ることができる。

(4) 領事官は、派遣国の船舶関係法令を実施するための措置を執ることができる。

(5) 領事官は、必要があるときは、船舶の長、乗組員又は旅客の送還及び病院における治療に関してあつせんすることができる。

第二十一条

(1) 領事官は、船舶の長及び乗組員を尋問し、その船舶の書類を検査し、その船舶の航行及び目的地に関する陳述を行なわせ、並びに、一般に、その船舶の入港及び出港について便宜を与えることができる。ただし、領事官は、税関貨物取扱人又は船舶会社代理人を利用することができるときは、通常それらの者の活動の範囲内にある事項については、その職務を行なわないものとする。

(2) 領事官又は領事館職員は、船舶の長又は乗組員とともに地方の行政当局及び司法当局に出頭し、並びに、必要な場合に船舶の長又は乗組員と前記の当局との間の問題に関し法律的援助をあつせんし、かつ、通訳として行動することを含め、援助を与えることができる。

在する場所を管轄する領事官と通信し、及び、接受国の出入国管理法令に従うことを条件として、その領事官を訪問することを許される。領事官は、この条約により認められる任務を遂行するため、希望するときは、自己の指揮下にある一人又は二人以上の領事官又は領事館職員を伴い、船舶が検疫済証を受領した後に、その船舶に乗り込むことができる。

(2) 領事官は、前記の任務の遂行に関連するいかなる事項についても、接受国の当局の援助を要請することができ、接受国の当局は、個個の場合においてその要請を拒否することを十分に正当化する特別の理由がない限り、必要な援助を与えなければならない。

第二十条

理的な証拠の提供

(c) 前記の証拠を提供することができない場合における前記の金銭又は財産の返還

(4) 領事官は、(2)及び(3)に規定する職務を行なうときはいつでも、その職務の遂行に関し、接受国の国民と同様の態様及び限度において、接受国の法令並びに接受国の司法当局及び行政当局の管轄権に服するものとする。

第七部 海運

第十九条

(1) 船舶が接受国の港（船舶が入ることができるいかなる場所をも含む。）に入るときは、その船舶の長及び乗組員は、その港が所

国民で接受国内に居住していないものに送付するため、その国民が他の者の死亡により受領する権利を有する金銭又は財産（遺産の取り分、労働者災害補償関係法令、恩給制度及び、一般に、社会福祉に関する制度に基づく支払並びに保険証券の収益を含む。）を、裁判所、公の機関又は配分を行なう者の裁量の範囲内で、受領することができる。裁判所、公の機関又は配分を行なう者は、領事官が次の事項に関して定められた条件に従うことを要求することができる。

(a) 前記の非居住者である国民からの委任状その他の授権の文書の提示

(b) 前記の国民により前記の金銭又は財産が受領されたことの合

居住しておらず、遺言執行者を有せず、かつ、接受国内に法定相続人を有しないものの遺産を管理すること。ただし、その遺産を管理することを認められる場合にも、他の管理者が任命されたときは、その領事官は、この管理をこれに引き継ぐものとする。

(c) 接受国内にある遺産に関する派遣国の国民の利益を、その国民が接受国内に居住していないことを条件として、その国民が他の方法で代表されていない限り、代表すること。ただし、この規定は、領事官に対し、弁護士として行動することを許すものではない。

(3) 領事官は、接受国の法令によつて禁止されない限り、派遣国の

国の関係地方当局は、できる限りすみやかに、派遣国の領事官に通報するものとする。

(2) 派遣国の領事官は、関係司法当局の裁量の範囲内において、かつ、その時及びその場所で現に適用がある接受国の法令に基づき許容される場合において、次のことを行なうことができる。

(a) 死亡した派遣国の国民が法定相続人又は動産である遺産の管理のため指名した遺言執行者を接受国内に有しない場合に、その死亡した国民の遺産である動産を一時的に保管すること。ただし、その一時的保管は、管理者が正当に任命されたときは、その管理者に引き継がれるものとする。

(b) 死亡した派遣国の国民であつて、その死亡の時に接受国内に

遣国の領域内における使用のため要求されるとき、又は派遣国が国外にあるその国民の保護のため若しくはその法令の適正な運用のために定めた手続で接受国の法令により禁止されていないものに従つて行なわれるものであるときは、いつでも、その事務を遂行することができる。

(5) 領事官は、派遣国の文化、芸術、学術、商業、職業及び教育に関する利益を助長することができる。

第六部 遺産及び財産の移転

第十八条

(1) 派遣国の国民が接受国の領域内で死亡した場合において、その死亡した領域内に法定相続人又は遺言執行者がないときは、接受

(a) 署名を認証し、又は証明すること。

(b) 一方の締約国の国語で作成されたいかなる種類の証書及び文書をも他方の締約国の国語に翻訳し、及びその翻訳が正確であることを証明すること。

(c) 法律的な性質を有する証書、文書又は書類（届出、財産処分に関する遺言及び契約書を含む。）及びそれらの写しを作成し、公証し、それらについての承認書を受領し、証明し、認証し、及び法律上正当なものとし、並びに、一般に、それらを完全なものにし、又は有効にするため必要な措置を執ること。

(4) 領事官は、(3)に掲げる事務が、派遣国の国民により接受国の領域外における使用のため要求されるとき、いずれかの者により派

(g) 商品に関し、派遣国内において使用するための原産地証明書及びその他の必要な書類を発給すること。

(2) 出生又は死亡の通告の領事官による登録又は受理、接受国の法令に基づいて挙行された婚姻の領事官による記録及び親族関係に関する届出の領事官による受理は、いかなる場合にも、関係がある接受国の当局に対する出生、死亡、婚姻又は親族関係に関するその他の事項についての通告又は登録に関し接受国の法令が定める義務を、当該者について、免除するものではないことが了解される。

(3) 領事官は、また、その領事管轄区域内において、次のことを行なうことができる。

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(d) 査証及び旅券その他これに類する書類を、派遣国の法令に従つて、発給し、修正し、更新し、有効にし及び無効にすること。

(e) 派遣国の法令に従い、かつ、接受国の法令に反しないような方法で、接受国内にあるすべての者に関し、[illegible]

(i) 派遣国の裁判所のために、その者に裁判上の文書を送達すること。[illegible]

(ii) 派遣国の裁判所その他の司法当局のために、その者が自発的に提供する証言を録取すること。[illegible]

(iii) その者に宣誓を行なわせること。[illegible]

(f) 公の記録所の文書の写し又は抜粋を入手すること。[illegible]

とができる。

(a) 国籍に関する派遣国の法令に基づいて行なうことを要求される届出を受理すること。

(b) 国民的服役義務に関する派遣国の法令により必要とされるところに従い、派遣国の国民に対し通知を発し、その国民から届出を受理し、及びその国民の身体検査を行なうこと。

(c) 派遣国の法令により必要とされるところに従い、派遣国の国民を登録し、派遣国の国民の出生又は死亡の通告を登録し又は受理し、接受国内で挙行された婚姻で少なくとも当事者の一方が派遣国の国民であるものを記録し、及び派遣国の国民の親族関係に関する届出を受理すること。

(2) 派遣国の国民が有罪の判決を受けて禁錮と刑に服している場合には、その国民が刑に服している場所を管轄する領事官は、関係がある接受国の当局に通告した上で、その国民を監獄に訪問する権利を有する。このような訪問は、すべて、監獄の規則に従つて行なわれなければならない。その規則は、合理的な限度内で、このような国民と面接することを許し、かつ、そのような国民と面談する機会を与えるものでなければならない。領事官は、また、監獄の規則に従うことを条件として、在監者と他の者との間において通信の伝達を行なうことを許される。

第十七条

(1) 領事官は、その領事管轄区域内において、次のことを行なうこ

する権利を有する。

第十六条

(1) 関係がある接受国の当局は、派遣国の領事官の領事管轄区域内において、裁判に付されるために抑留され、又はその他の場合において拘禁されている派遣国の国民の要請があつたときは、直ちに当該領事官に通報しなければならない。領事官は、このように抑留され、又は拘禁されている派遣国の国民を遅滞なく訪問し、その国民と立会人なしで面談し、及びその国民のために弁護人をあつせんすることを許される。その国民から領事官にあてたいかなる通信も、接受国の当局により、不当に遅滞することなく、送付されなければならない。

(2) 領事官は、派遣国の国民並びにその財産及び利益を保護するため、その領事管轄区域内において、関係がある接受国の当局（中央政府の関係部局を含む。）に対して申入れを行ない、かつ、これと通信する権利を有する。ただし、領事官は、派遣国の外交代表がいない場合を除くほか、アメリカ合衆国が接受国であるときは国務省と、また、日本国が接受国であるときは外務省と通信し、又はこれに対して外交上の申入れを行なう権利を有しない。

(3) 領事官は、また、その権限内の他のすべての事項に関し、その領事管轄区域内にある接受国の当局と通信することができる。

(4) 派遣国の国民は、いつでも、適当な領事官と通信し、及び、適法に拘禁されている場合を除くほか、領事事務所に領事官を訪問

第十五条

(1) 領事官は、その領事管轄区域内において、次のことを行なう権利を有する。

(a) 派遣国のいかなる国民とも面会し、通信し、並びにこれに援助及び助言を与えること。

(b) 派遣国のいずれかの国民の利益に影響を及ぼす事件が発生した場合にこれを調査すること。

(c) 接受国の当局の下における訴訟その他の手続に関し、又は接受国の当局との関係について、派遣国のいかなる国民をも援助し、及び、必要な場合には、その国民のために法律的援助をあつせんすること。

(d) この条のいかなる規定も、税関手続を遵守することを免除し、又は接受国の法令が輸入を禁止している特定の物品を接受国内に持ち込むことを許すものと解してはならない。

(e) (1)、(2)及び(3)の規定に基づいて輸入された物品の処分については、接受国の法令の適用があるものとする。

(f) (1)及び第十七条(5)の規定は、領事事務所のための映画フィルム（学術的又は文化的な目的に使用するためのフィルム及び現実に記録映画又はニュース映画であるフィルムでもつぱら公の使用に供するために輸入されるものを除く。）の輸入に関する接受国の法令の適用を妨げるものと解してはならない。

第五部　領事職務一般

的として輸入される物品に関するものであるので、その他の物品、たとえば、他の者の便宜のため又は販売その他の商業上の目的のために輸入される物品には、適用しない。ただし、商業的産品の見本としてもつぱら領事事務所内で展示するために輸入される物品は、この条に定める免除の適用から除外されないものとする。

(c) 接受国は、自国内で栽培され、生産され、又は製造された物品でそれが輸出されなければ課されるはずである租税又は関税を支払わないで又はその払いもどしを受けて輸出されたものについて、この条に定める免除を適用しないことを決定することができる。

に携行する物品

(b) 前記の使用のための物品で当該領事官にあてて送られ又は当該領事官が保税地域から引き取るもの

(3) 事務的又は技術的業務を行ない、かつ、役務職員でない領事館職員も、また、その最初の到着にあたつて輸入する物品について、(2)に定める特権を享有するものとする。

(4) もつとも、次のことが了解される。

(a) 接受国は、この条に定める免除を与えるための条件として、すべての輸入について、自国が定める様式で通告を行なうことを要求することができる。

(b) この条に定める免除は、もつぱら公の又は個人的な使用を目

の地方公共団体が課するすべての関税、内国税その他の租税の免除を受けて、接受国に輸入することができる。

(2) 領事官は、自己又はその家族の構成員でその世帯に属するものがもつぱら個人的に使用するため必要とする合理的な量の荷物、所持品その他の物品（車両、船舶及び航空機を含む。）を、輸入に対し又は輸入を理由として接受国又はその地方公共団体が課するすべての関税、内国税その他の租税の免除を受けて、接受国に輸入することができる。これらの関税その他の租税の免除は、次の物品について、当該領事官が接受国内において勤務する全期間を通じて与えられる。

(a) 当該領事官がその任地への最初の到着又はその後の到着の際

て、遺産税、相続税その他の租税を課し又は徴収してはならない。

(b) (4)(a)の規定の適用上、及び同規定の制限に従うことを条件として、死亡した領事官又は領事館職員の家財、所持品、個人的に所有する車両及び要求払いの預金に係る債権又は一年未満の定期預金に係る債権は、その領事官又は領事館職員がもつぱらその公務の遂行に関連して所有する財産を構成するものとする。

第十四条

(1) 派遣国は、第七条(1)に定めるいずれかの目的に関連する接受国内における公の使用のためのすべての物品（車両、船舶及び航空機を含む。）を、輸入に対し又は輸入を理由として接受国又はそ

ような移転に伴つて課される租税

(f) 遺産税、相続税その他の租税で接受国内にある財産の死亡に基づく移転を理由として又はそのような移転に伴つて課されるもの

(4)

(a) (1)、(2)及び(3)の規定にかかわらず、接受国又はその地方公共団体は、領事官又は領事館職員の死亡の時に接受国内にあつた動産で、その死亡した領事官又は領事館職員がもつぱらその公務の遂行に関連して接受国内に所有していたもののうち、その領事官又は領事館職員がその死亡の直前の年に受領した公の給与、俸給及び手当の総額の二倍をこえない価額に相当する部分に関しては、その動産の移転を理由として又はその移転に伴つ

(3) (2)(a)の規定は、次の租税については、適用しない。

(a) 接受国内にある不動産の取得、所有又は占有に対して課される租税

(b) 接受国内に源泉がある所得に対して課される租税（(1)に規定する租税を除く。）

(c) 財産の移転に関して課され若しくは徴収される印紙税その他の租税で取引を有効なものとする証書に対して課されるもの又は有価証券の移転に対して課される租税

(d) 娯楽施設利用税、料理飲食等消費税及び旅館税を含む遊興税、入湯税、通行税、電気ガス税並びに軽油引取税

(e) 接受国内にある財産の贈与による移転を理由として又はその

地方公共団体が課するすべての種類の租税又はこれに類する課徴金で本来は自己が法律上納付の義務を負うものの納付を免除される。この免除を受ける車両の数は、接受国の法令の定めるところによる。ただし、このような領事官又は領事館職員は、少なくとも一台の車両について、この免除を受ける権利を有するものとする。輸入品に対する租税又はこれに類する課徴金の免除は、第十四条に定めるところによる。

(b) 前記の免除は、租税又はこれに類する課徴金の負担が当該領事官又は当該領事館職員に移転される場合であつても、当該領事官又は当該領事館職員以外の者が法律上納付の義務を負う租税又はこれに類する課徴金については、適用しない。

場合であつても、これらの者以外の者が法律上納付の義務を負う租税又はこれに類する課徴金については、適用しない。

第十三条

(1) 派遣国の国民である領事官又は領事館職員は、派遣国以外の国の国民であるかどうかを問わず、派遣国から受領する公の給与、俸給、賃金又は手当に対し接受国又はその地方公共団体が課するすべての種類の租税又はこれに類する課徴金の納付を免除される。

(2) (a) (3)に別段の定めがある場合を除くほか、領事官又は事務的若しくは技術的業務を行ない、かつ、役務職員でない領事館職員は、その所有する車両の使用許可、所有、登録、使用及び運転に伴う租税又はこれに類する課徴金を含めて、接受国又はその

に行動する一若しくは二以上の者に対し、領事官若しくは領事館職員の住居にあてるため又は関連のある目的のため使用され又は保有される領事施設における電気又はガスの使用に対して課される電気ガス税を免除するものと解してはならない。

(a) (i) 派遣国が前記の領事施設を所有する場合又は

(ii) 派遣国が前記の領事施設を、その居住者の変更に関係なく、一年以上、賃借契約により使用し若しくは保有する場合及び

(b) 派遣国が電気又はガスの使用に関する契約の当事者であり、かつ、電気又はガスの料金を支払う義務を負う場合

(3) 前記の諸免除は、租税又はこれに類する課徴金の負担が派遣国又は派遣国のために行動する一若しくは二以上の者に移転される

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不動産が役務又は地方的公共改良事業によつて利益を受けるときは、その利益を受ける限度において、その役務又は地方的公共改良事業に関し課される租税又は他の公課を除く。

(b) 派遣国がもつぱら第七条(1)に定めるいずれかの目的のために

のみ所有し又は使用する動産（車両　船舶及び航空機を含む。）の取得、所有、占有又は使用、

(c) 領事事務の代償として受領する手数料及びその手数料の支払に対する領収書

(d) その他のすべての行為又は取引（役務の調達及び提供を含む。）で派遣国の領事施設の運営に伴うもの

(2) (1)(d)の規定は、次の場合を除くほか、派遣国又は派遣国のため

第四部　財政上の特権

第十二条

(1) 派遣国又は派遣国のために行動する一若しくは二以上の者は、接受国内にある派遣国の領事施設に関し、接受国又はその地方公共団体が課するあらゆる種類の租税又はこれに類する課徴金で派遣国又は派遣国のために行動する一若しくは二以上の者が本来は法律上納付の義務を負うもののうち、次のものに関して課されるものの納付を免除される。

(a) 派遣国が所有し、又は他の方法で保有し若しくは占有し、かつ、もつぱら第七条(1)に定めるいずれかの目的のためにのみ使用する不動産の取得、所有、使用又は占有。ただし、これらの

されるときは、この項の規定の利益を受けないものとする。

(7) 領事官は、認可状、臨時の許可又はその他の許可を保有する間は、退去強制を受けないものとする。

(8) 派遣国によつて所有され、かつ、領事目的のために使用されるすべての車両、船舶及び航空機並びに派遣国の領事官又は領事館職員によつて所有されるすべての車両、船舶及び航空機は、第三者の損害に関し、接受国内において業務を行なうことを認可されて実際に業務を行なつている保険会社の十分な保険に付しておかなければならない。このような保険証書に基づくいかなる請求も、民事訴訟上の義務を(2)の規定により生じさせることがある契約から生ずるものとみなす。

示し又は自己の公務の範囲内の事項に関して証言を行なうことを接受国の行政当局又は司法当局から要請されたときは、これを拒否する権利を有する。ただし、派遣国の利益を害することなくこの要請に応ずることが可能であるときは、正義のためこれに応じなければならない。領事官又は領事館職員は、また、派遣国の法令に関する鑑定人として証言を行なうことを拒否する権利を有する。

(6) 領事官又は領事館職員及びその家族の構成員でその世帯に属するものは、接受国内において、在留許可の取得及び外国人登録に関するいかなる要件をも免除される。領事官又は領事館職員の家族の構成員でその世帯に属するものが接受国において有給で雇用

(4) 領事官又は領事館職員は、陸軍、海軍、空軍、警察、行政又は陪審に関するあらゆる種類の役務及びそれらの役務に代わる金銭的負担を免除される。

(5) (a) (b)に定める場合を除くほか、領事官又は領事館職員に対し、民事事件又は刑事事件において証言を行なうことを要求することができる。証言を要求する行政当局又は司法当局は、その領事官又は領事館職員の公務の遂行を妨げないようすべての合理的な措置を執り、かつ、可能な場合又は許される場合には、その事務所又は住居において口頭又は書面によるその証言を録取するよう取り計らうものとする。

(b) 領事官又は領事館職員は、領事館の公文書に属する書類を提

がある罪に問われる場合を除くほか、接受国内で逮捕され又は訴追されることを免除される。

(2)

(1)(a)の規定は、個人の資格で、かつ、公務の範囲外で締結した契約に係る民事訴訟において、領事官又は領事館職員が義務を負うものとされることを妨げるものでないこと及び(5)(b)の規定は、領事官又は領事館職員に対し、このような契約に関して書類を提示し又は証言を行なうことを拒否する権利を与えるものでないことが了解される。

(3)

接受国は、領事官又は領事館職員に対して自国の裁判権を行使することを認められたときは、領事職務の遂行を不当に妨げないようにこれを行使しなければならない。

外交使節団との間の通信に関する権利を除くほか、接受国による合理的な制限を受けることがあるものとする。

第十一条

(1)

(a) 領事官又は領事館職員は、公の資格で行なつた行為でこの条約に基づく領事官の職務の範囲内にあるものについては、派遣国が接受国に対し、外交上の経路を通じて、同意の旨を書面で通告する場合を除くほか、接受国の裁判所の管轄権に服さない。ただし、接受国の裁判所は、悪意又は重大な過失による行為について、接受国の国民である領事館職員に対して管轄権を行使することを妨げられないものとする。

(b) 領事官は、有罪であれば一年以上の禁錮刑に処せられること

暗号による公の書類を、伝書使により、又は公用の封印袋その他の容器を使用して、発受することができる。領事官は、領事封印袋を郵便機関を通じて発受するに際し、接受国の郵便に関する法令に従わなければならない。ただし、このことは、この項の規定に影響を及ぼすものではない。

(2) この条にいう公の書類は、不可侵とし、接受国の当局は、これを検閲し、又は押収してはならない。公用の封印袋その他の容器は、公の書類のみを収めていることを派遣国の責任のある公務員が証明するときは、不可侵とする。

(3) 接受国が武力抗争に巻きこまれている間は、通信の権利は、領事官とその本国政府との間及び領事官と接受国内にある派遣国の

払わなければならない。

(4) 派遣国、領事官又は領事館職員は、差し押えられ又は収用されたすべてのこのような財産につき、正当な補償を受けるものとする。補償金は、その額が最終的に決定した日から三箇月以内に、派遣国の通貨に容易に交換することができ、かつ、派遣国に移転することができるような形態により、支払われるものとする。

第十条

(1) 領事官は、本国政府、接受国内にある派遣国の外交使節団及び領事事務所又は派遣国の他の外交使節団及び領事事務所とすべての公共の通信手段を使用して通信することができ、この場合において、暗号を使用する権利を有する。また、領事官は、平文又は

べての車両、船舶及び航空機を含む。）について、すべての軍事上の徴発、金銭的負担又は宿舎割当てを免除される。ただし、不動産は、接受国の法令に従い、国防又は公共事業のため差し押え又は収用することができる。

(2) 領事官又は領事館職員は、その保有し又は占有する私的住居、家具その他の家庭用品並びにすべての車両、船舶及び航空機についてすべての軍事上の徴発、金銭的負担又は宿舎割当てを免除される。ただし、この私的住居は、接受国の法令に従い、国防又は公共事業のため差し押え又は収用することができる。

(3) (1)又は(2)の規定により差押え又は収用を行なう場合においては、領事職務の遂行の妨げとなることを避けるよう、あらゆる努力を

官の同意があつたものとみなす。

(5) 領事事務所は、逃亡犯罪人に避難所を与えるために使用してはならない。領事官が接受国の当局の適法な要求に対して逃亡犯罪人の引渡しを拒否するときは、その当局は、(4)に定める手続に従い、その逃亡犯罪人を逮捕するため、領事事務所に立ち入ることができる。

(6) (4)及び(5)の規定に基づいて領事事務所に立ち入り、又はこれを捜索するときは、領事事務所の公文書の不可侵に対して妥当な考慮を払わなければならない。

第九条

(1) 派遣国は、接受国における自国の領事施設の一部をなす財産(す

は押収することができない。

(4) 接受国の警察その他の当局は、領事事務所に立ち入つてはならない。ただし、責任のある領事官の同意を得て立ち入る場合は、この限りでないものとし、この同意が得られなかつた場合において、適当な令状若しくは手続により、かつ、アメリカ合衆国が接受国であるときは国務長官の同意を得て、また、日本国が接受国であるときは外務大臣の同意を得て立ち入るときも、また、同様とする。火災その他の災害の場合又は身体若しくは財産に対する暴力を伴う犯罪が、領事事務所内で、既に行なわれ、現に行なわれており、若しくは行なわれようとしていることを接受国の当局が信ずるに足りる合理的な理由がある場合には、責任のある領事

付し、かつ、派遣国の国旗及び領事旗を掲げることができる。これらの旗は、適当な場合には、館長である領事官の住居にも掲げることができ、また、緊急事態に際しては、いずれの領事官の住居にも掲げることができる。

(3)

(a) 領事事務所の公文書は、領事官及び領事館職員の私的の又は営業上の書類が保管されている場所から完全に区別された場所に保管しなければならない。この規定は、領事事務所が外交使節団の一部をなす場合には、外交上の公文書を領事館の公文書と区別しておくことを要求するものではない。

(b) 派遣国の領事事務所に保管される公文書は、常に不可侵とし、接受国の当局は、いかなる理由によつても、これらを検閲し又

(4) この条及び第十二条において「派遣国のために行動する一若しくは二以上の者」とは、信託上の又はこれに類似の資格において派遣国のために財産を保有する一又は二以上の者をいうものとする。

第八条

(1) 館長である領事官は、領事事務所の外部に、派遣国の紋章又は国家標識及び派遣国の公用語で領事事務所を示す適当な標識を掲げることができる。

(2) 館長である領事官は、派遣国の国旗及び領事旗を領事事務所に掲げることができる。いずれの領事官も、その任務の遂行のため使用する車両、船舶及び航空機に、派遣国の紋章又は国家標識を

形式によるとを問わない。）により取得し、かつ、派遣国又は派遣国のために行動する一若しくは二以上の者の名において、保有し及び占有することができる。接受国の法令により、このような取得のための条件として、接受国の当局の許可が必要とされるときは、その許可は、要請に応じて与えられるものとする。

(2) 派遣国は、自国がこのようにして所有し又は賃借する土地に、領事施設の一部として、建物その他の工作物を設置する権利を有する。

(3) 派遣国は、当該土地が所在する地域のすべての土地について適用される建築、土地区画整理又は都市計画に関する地方的規制に服することを免除されないことが了解される。

る状況及び事情並びに当該領事事務所の必要性に応じた合理的かつ正常な数をこえるときは、これを容認することを拒否することができる。

第三部　法律上の権利及び免除

第七条

(1)　派遣国は、その領事事務所にあてるため、領事官若しくは領事館職員の住居にあてるため、又は派遣国の領事施設の運営から生じ、かつ、接受国が異議を申し入れないその他の目的のため、派遣国が必要とする接受国内の土地及び建物、建物の一部その他の工作物を、派遣国が選択する保有形式（賃借契約によると、所有によると、又は接受国の法令に基づいて認められるその他の保有

自由に雇用することができる。もつとも、各職員の氏名及び住所は、関係がある接受国の当局に通知しなければならない。接受国政府は、この通知を受ける特定の当局を指定するものとする。

(3) 派遣国は、接受国の許可を得て、かつ、第四条の規定に従つて、接受国に派遣されている外交使節団の一人又は二人以上の構成員を領事職務の遂行に当たらせることができる。これらの構成員は、この条約に基づく利益を受ける権利を有し、かつ、この条約に基づく義務を負うものとする。ただし、その構成員が派遣国の外交使節団の構成員であることにより享有することができるその他の個人的特権は、害されないものとする。

(4) 接受国は、領事官及び領事館職員の数が、領事管轄区域におけ

しの理由は、要請があつたときは、外交上の経路を通じて派遣国に提示しなければならない。

第六条

(1) 領事官又は領事館職員は、代理の資格において一時的に、死亡した領事官又は病気、不在その他の理由により行動することができない領事官の任務の遂行に当たらせることができる。この領事官代理は、領事官が復帰し、新しい領事官が任命され、又はみずから領事官としての地位を確認されるまでの間、接受国政府に対する通告により、この条約の規定に基づく任務及び利益を遂行し及び享受することができる。

(2) 派遣国は、その領事事務所において、必要な数の領事館職員を

領事官として行動することに対して同意を与え又はこの条約に基づく利益をその領事官に及ぼしたものとはみなされない。

第五条

(1) 接受国は、要請があつたときは、この条約に基づいて行動する権利を有する領事官の氏名を、遅滞なく、自国の関係当局に通報しなければならない。

(2) 領事官は、派遣国の公の代表機関として、特別の保護及び自己が公の交渉を有する接受国のすべての公務員による十分な配慮を受ける権利を有する。

(3) 接受国は、重大な苦情申入れの事由となる行為を行なつた領事官の認可状又はその他の許可を取り消すことができる。この取消

内にある領事事務所への領事官の任命について接受国に書面で通告しなければならない。

(2) 接受国は、領事官の委任状又はその他の任命通告書が提出されたときは、領事職務を遂行するための認可状又はその他の許可をその領事官に、できる限りすみやかにかつ無料で、与えなければならない。接受国は、必要があるときは、認可状又はその他の許可を与えるまでの間、臨時の許可を与えなければならない。

(3) 接受国は、正当な理由がない限り、認可状又はその他の許可を与えることを拒否してはならない。

(4) 接受国は、この条約に別段の定めがある場合を除くほか、認可状、臨時の許可又はその他の許可を与えるまでの間は、領事官が

きる。

(2) 派遣国は、接受国が異議を申し入れる権利を有することを条件として、接受国内における領事管轄区域の範囲を定めることができるものとし、かつ、その範囲を接受国に通報しておくものとする。

(3) 領事官は、接受国が通告を受けて異議の申入れを行なわなかつたときは、その領事管轄区域外においても領事職務を遂行することができる。

第四条

(1) 派遣国は、接受国内にある自国の領事事務所に、必要と認める数及び階級の領事官を任命することができる。派遣国は、接受国

方団体（たとえば、州、県、郡又は市町村を含むが、これらに限定されない。）をいう。

(12) 「接受国の当局」とは、接受国及びその地方公共団体の諸当局をいう。

(13) 「法令」とは、締約国の領域又はその地方公共団体において法としての効力を有する法律、政令、規則、命令及びこれらに類する規程を含むものとする。

第二部　任命及び管轄区域

第三条

(1) 派遣国は、接受国の領域内において、接受国が設置に同意するいかなる場所にも領事事務所を設置し、かつ、維持することがで

(8) 「領事官」とは、派遣国が領事職務を遂行する権限を与えた個人で接受国の当局が認可状、臨時の許可又はその他の許可を与えたものをいう。

(9) 「領事館職員」とは、領事官以外の個人で領事事務所の事務的若しくは技術的業務を行なうもの又は領事事務所の役務職員をいう。ただし、その者の氏名が第六条(2)の規定に従つて接受国の関係当局に正当に通知されたことを条件とする。

(10) 「公文書」とは、公の通信文、書類、書籍、記録、現金、印紙類、印章、記録保管用キャビネット、金庫その他公の目的のため保有され又は使用される類似の物をいう。

(11) 「地方公共団体」とは、一方の締約国の政治上又は行政上の地

適用される派遣国の領域の法令に基づき登録されているすべての船又は舟艇をいう。

(6) 「領事事務所」とは、有体財産を指称するため用いられるときは、公の領事事務を遂行するため派遣国が使用する土地及び建物をいうものとする。

(7) 「領事施設」とは、領事事務所にあてるため、一人若しくは二人以上の領事官若しくは領事館職員の住居にあてるため、又は関連のある目的のため派遣国が使用し又は保有するすべての不動産、それらの不動産の造作、設備及び運営に必要とされるすべての動産並びに、一般的に、領事職務を効果的に遂行するために必要なすべての財産（車両、船舶及び航空機を含む。）をいう。

(3) 「国民」とは、

(a) アメリカ合衆国については、合衆国のすべての市民及び合衆国の保護の下にあるすべての者（文脈上許容されるときは、この条約が適用される合衆国のいずれかの領域において又はその領域の法令に基づいて正当に設立されたすべての法人を含む。）をいう。

(b) 日本国については、日本国の国籍を有するすべての者（文脈上許容されるときは、日本国の法令に基づいて正当に設立されたすべての法人を含む。）をいう。

(4) 「者」とは、個人又は法人をいう。

(5) 「船舶」とは、別段の定めがある場合を除くほか、この条約が

妥当であると認められた後、次のとおり協定した。

第一部　適用及び定義

第一条

この条約の規定が適用される締約国の領域は、各締約国の主権又は権力の下にあるすべての陸地及び水域（パナマ運河地帯を除く。）から成るものとする。

第二条

この条約の適用上、

(1) 「派遣国」とは、領事官を任命する締約国をいう。

(2) 「接受国」とは、派遣国の領事官がその職務を遂行する領域が属する締約国をいう。

アメリカ合衆国と日本国との間の領事条約

アメリカ合衆国及び日本国は、

一方の国の領域内における他方の国の領事に関する事項を規定することを希望し、

領事条約を締結することに決定し、そのため、次のとおりそれぞれの全権委員を任命した。

アメリカ合衆国

特命全権大使　エドウィン・O・ライシャワー

日本国

外務大臣　大平正芳

これらの全権委員は、互いにその全権委任状を示し、それが良好

WHEREAS the Senate of the United States of America by their resolution of October 22, 1963, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the convention and protocol,

WHEREAS the convention and protocol were duly ratified by the President of the United States of America on October 28, 1963, in pursuance of the advice and consent of the Senate, and were duly ratified on the part of Japan on June 19, 1964,

WHEREAS the respective instruments of ratification of the convention and protocol were duly exchanged at Washington on July 2, 1964,

AND WHEREAS it is provided in Article 27 of the convention that the convention will enter into force on the thirtieth day after the date of exchange of instruments of ratification and in the protocol that the provisions thereof shall be considered integral parts of the convention,

NOW, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said convention and protocol to the end that the same, and every article and clause thereof, shall be observed and fulfilled with good faith on and after August 1, 1964, 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 tenth day of July in the year of our Lord one thousand nine hundred sixty-four and of the Independence of the United States of America the one hundred eighty-ninth.

[SEAL]

LYNDON B. JOHNSON

By the President.

GEORGE W BALL

Acting Secretary of State

MULTILATERAL

Partial Revision of Radio Regulations, Geneva, 1959, and Additional Protocol [1]

Signed at Geneva November 8, 1963;
Ratification advised by the Senate of the United States of America February 25, 1964;
Ratified by the President of the United States of America March 16, 1964;
Ratification of the United States of America deposited with the Secretary General of the International Telecommunication Union April 3, 1964;
Proclaimed by the President of the United States of America July 7, 1964;
Date of entry into force with respect to the United States of America January 1, 1965.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a partial revision of the Radio Regulations, Geneva, 1959, with annexes, and an additional protocol were signed at Geneva on November 8, 1963 by the respective Plenipotentiaries of the Government of the United States of America and the Governments of certain other countries;

AND WHEREAS the text of the said partial revision, with annexes and additional protocol, in the English, French, and Spanish languages, as certified by the Secretary General of the International Telecommunication Union, is word for word as follows:

---

[1] All footnotes herein giving citations were added by the Department of State. Other footnotes are as in the certified text.

FINAL ACTS

OF THE

EXTRAORDINARY ADMINISTRATIVE RADIO CONFERENCE TO ALLOCATE FREQUENCY BANDS FOR SPACE RADIOCOMMUNICATION PURPOSES

GENEVA, 1963

TIAS 5603

ABBREVIATIONS

The following abbreviations are used in the Annexes, to indicate the nature of amendments made in the partial revision of the Radio Regulations.

Symbol	Meaning
MOD	Modification
SUP	Suppression
ADD	Addition
NOC	No change

Note : If a modification affects only the drafting of a number, without changing the substance, the following symbol is used:

(MOD)

33-259 O-64-57

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Geneva, 1963

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PARTIAL REVISION OF THE RADIO REGULATIONS, GENEVA, 1959 [1]

Recommendation No. 36 of the Ordinary Administrative Radio Conference, Geneva, 1959, recommended that the Administrative Council of the Union should consider the convening, in the latter part of 1963, of an Extraordinary Administrative Radio Conference to allocate frequency bands for Space Radiocommunication Purposes.

The Administrative Council considered this question during its annual session, in 1962, and, at its session in 1963, adopted Resolution No. 524, which, with the prior concurrence of a majority of the Members of the Union, determined the Agenda of the Conference and decided that it should be convened in Geneva on 7th October 1963.

The Extraordinary Administrative Radio Conference accordingly convened on the appointed date, and in accordance with the provisions of Nos. 60 and 61 of the Convention, revised the relevant portions of the Radio Regulations, Geneva, 1959. Particulars of these revisions are given in the attached Annexes.

The revised provisions of the Radio Regulations, Geneva, 1959, shall form an integral part of the Radio Regulations, which are annexed to the International Telecommunication Convention [2]They shall come into force on the first of January, 1965, upon which date the provisions of the Radio Regulations, Geneva, 1959, which are cancelled or modified by these revisions, shall be abrogated.

The delegates signing this revision of the Radio Regulations, Geneva, 1959, hereby declare that should an administration make reservations concerning the application of one or more of the revised provisions of the Radio Regulations, Geneva, 1959, no other administration shall be obliged to observe that provision or those provisions in its relations with that particular administration.

In witness whereof the delegates of the Members and Associate Member of the Union represented at the Extraordinary Administrative Radio

01

[1] TIAS 4893; 12 UST 2377.
[2] TIAS 4892; 12 UST 1761.

Conference, Geneva, 1963, have signed in the names of their respective countries this revision of the Radio Regulations, Geneva, 1959, in a single copy which will remain in the archives of the International Telecommunication Union and of which a certified copy will be delivered to each Member and Associate Members of the Union.

Members and Associate Members of the Union shall inform the Secretary-General of their approval of the revision of the Radio Regulations, Geneva, 1959, by the Extraordinary Administrative Radio Conference, Geneva, 1963. The Secretary-General will inform Members and Associate Members of the Union promptly regarding receipt of such notifications of approval.

Done at Geneva, the 8 of November, 1963.

COPIE
certifiée conforme à l'original
Genève, le 26 November 1963
Pour le Secrétaire général
de l'Union internationale des
télécommunications

02

Pour la République Démocratique et Populaire d'Algérie :

M. BOUGARA

Pour la République Argentine :

J. A. AUTELLI
J. J. ETULAIN
G. B. RUSSO
H. TIZEIRA

Pour le Commonwealth de l'Australie :

L. M. HARRIS

Pour l'Autriche :

F. HENNEBERG
A. SAPIK

Pour la Belgique :

L. ROS
P. BOUCHIER
A. VANCOILLIE

Pour la République Socialiste Soviétique de Biélorussie :

L. PODORSKIJ

Pour la République Populaire de Bulgarie :

M. VELKOV

Pour le Royaume du Cambodge :

Y. KHAMVANN

Pour le Canada :

W. A. CATON

Pour la Chine

鄭寶南 Cheng Pao-nan

陳樹人 Shuyen Chen

P CHENG
S. CHEN

Pour la République de Chypre

A. E. EMBEDOKLIS

Pour l'Etat de la Cité du Vatican

Antonio Stefanizzi

Henri de Riedmatten

A. STEFANIZZI
H. de RIEDMATTEN

Pour la République de Colombie :

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M. VEGA O.
A. VILLEGAS A.
O. ROVIRA ARANGO
A. TAPIAS ROCHA
F. HOYOS ARENAS

Pour la République du Congo (Léopoldville) :

S. SIERAKOWSKI

Pour la République de Corée :

P. S. CHIN
C. W. PAK
J. S. CHOY
H. P. SIM

Pour Cuba :

Dr. E. CAMEJO-ARGUDIN
J. A. VALLADARES
R. GIL

Pour le Danemark :

G. PEDERSEN
B. NIELSEN
P.V. LARSEN

Pour l'Ensemble des Territoires représentés par l'Office français des postes et télécommunications d'Outre-Mer :

G. AUNEVEUX

Pour l'Espagne :

J M. ANIEL-QUIROGA
J. GARRIDO
J. Mª ARTO

Pour les Etats-Unis d'Amérique :

J. H. McCONNELL

Pour l'Ethiopie :

D. BEYENE

Pour la Finlande :

K. AHTI
A. SINKKONEN

Pour la France :

B. de CHALVRON
Y. PLACE

Pour le Ghana :

J. A. ESHUN

Pour la Grèce :

A. MARANGOUDAKIS

Pour la République Populaire Hongroise :

L. HORVÁTH
A. LŐRINCZY
R. KERPEL

Pour la République de l'Inde :

V. V. Rao
8.XI.63

8-11-63

V. V. RAO
M. D. SANT

Pour la République d'Indonésie :

PRATOMO
S. ABDULRACHMAN
I. ALISJAHBANA

Pour l'Irlande :

T. Ó DÁLAIGH
J. MALONE

Pour l'Islande :

S. THORKELSSON

Pour l'Etat d'Israël :

Ing. E. RON
G. LEV
Y. YANNAY

Pour l'Italie :

F. NICOTERA

Pour la Jamaïque :

G.A. GAUNTLETT

Pour le Japon

藤木宗 Soko Fujiki

難波捷吾 Shogo Namba

S. FUJIKI
S. NAMBA

Pour l'Etat de Koweït :

عن دولة الكويت

A. A. ALSAADOON
A. Y. KHALIL
A. K. ALGHUNAIM

Pour le Liban :

N. KAYATA

Pour la République du Libéria :

S. H. BUTLER

Pour la Principauté de Liechtenstein :

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H. A. KIEFFER

Pour le Luxembourg :

P. BOUCHIER

Pour la Malaisie :

M. SECK WAH

Pour le Royaume du Maroc :

L. BOUTAMI
A. DRISSI

Pour le Mexique :

Ad referendum

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Pour Monaco :

C. Ch. SOLAMITO

Pour la Norvège :

N. J. SÖBERG
P. MORTENSEN
K. HAMMERSTRÖM

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Pour le Pakistan :

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K. KOZŁOWSKI

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M. J. F. da COSTA JARDIM
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A. RAMALHO

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J. Mª. RUIZ DE ASSIN MUSSO

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A. K. EL HARTY
H. Abdel BARI

Pour la République Fédérale d'Allemagne :

H. PRESSLER
A. HEILMANN

Pour la République Socialiste Fédérative de Yougoslavie :

V. POPOVIĆ

Pour la République Socialiste Soviétique de l'Ukraine :

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Pour la République Populaire Roumaine:

M. GRIGORE
B. IONITA
A. SPATARU

Pour le Royaume-Uni de la Grande-Bretagne et de l'Irlande du Nord :

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J. H. H. MERRIMAN I. St.Q. SEVERIN

Pour la République Sudafricaine et Territoire de l'Afrique du Sud-Ouest :

J. Z. VENTER
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H. C. VILJOEN

Pour la Suède :

H. STERKY E. ESPING

Pour la Confédération Suisse :

W. KLEIN
R. MONNAT
H. A. KIEFFER

Pour le Tanganyika :

R. F. WILLIAMS

Pour la République Socialiste Tchécoslovaque :

Ing. M. ZAHRADNÍČEK

Pour les Territoires des Etats-Unis d'Amérique :

J. H. McCONNELL
J. T. DEVINE

Pour les Territoires d'Outre-Mer dont les relations internationales sont assurées par le Gouvernement du Royaume-Uni de la Grande-Bretagne et de l'Irlande du Nord :

D.C. MASTERS

Pour l'Union des Républiques Socialistes Soviétiques :

A. BADALOV

Pour le Kenya :

V.G. BENNETT

ANNEX 1

Revision of Article 1 of the Radio Regulations

Article 1 of the Radio Regulations shall be amended as follows:

For Regulation Nos. 34 and 35, there shall besubstituted the following Regulations:

Section II. Radio Systems, Services and Stations

MOD **34** *Aeronautical Station*

A land station in the aeronautical mobile service. In certain instances an aeronautical station may be placed on board a ship or an earth satellite.

MOD **35** *Aircraft Station*

A mobile station in the aeronautical mobile service on board an aircraft or an air-space vehicle.

Regulation Nos. 70, 71, 72 and 73 shall be repealed.

After Regulation No. 75, there shall be inserted the following Regulation:

ADD **75A** *Radio Astronomy Station*

A station in the radio astronomy service.

After Regulation No. 84, there shall be inserted the following Regulations:

ADD **84AA** *Terrestrial Service*

Any radio service defined in these Regulations, other than a space service or the radio astronomy service.

ADD **84AB** *Terrestrial Station*

A station in a terrestrial service.

1—01

ADD Title . **Section IIA. Space Systems, Services and Stations**

ADD **84AC** *Space Service*

A radiocommunication service:

— between earth stations and space stations,

— or between space stations,

— or between earth stations when the signals are re-transmitted by space stations, or transmitted by reflection from objects in space, excluding reflection or scattering by the ionosphere or within the earth's atmosphere.

ADD **84AD** *Earth Station*

A station in the space service located either on the earth's surface, including on board a ship, or on board an aircraft.

ADD **84AE** *Space Station*

A station in the space service located on an object which is beyond, is intended to go beyond, or has been beyond, the major portion of the earth's atmosphere.

ADD **84AF** *Space System*

Any group of co-operating earth and space stations, providing a given space service and which, in certain cases, may use objects in space for the reflection of the radiocommunication signals.

ADD **84AG** *Communication-Satellite Service*

A space service:

— between earth stations, when using active or passive satellites for the exchange of communications of the fixed or mobile service, or

— between an earth station and stations on active satellites for the exchange of communications of the mobile service, with a view to their re-transmission to or from stations in the mobile service.

1—02

ADD **84AH** *Communication-Satellite Earth Station*

An earth station in the communication-satellite service.

ADD **84AI** *Communication-Satellite Space Station*

A space station in the communication-satellite service, on an earth satellite.

ADD **84AJ** *Active Satellite*

An earth satellite carrying a station intended to transmit or re-transmit radiocommunication signals.

ADD **84AK** *Passive Satellite*

An earth satellite intended to transmit radiocommunication signals by reflection.

ADD **84AL** *Satellite System*

Any group of co-operating stations providing a given space service and including one or more active or passive satellites.

ADD **84AM** *Space Research Service*

A space service in which spacecraft or other objects in space are used for scientific or technological research purposes.

ADD **84AN** *Space Research Earth Station*

An earth station in the space research service.

ADD **84AO** *Space Research Space Station*

A space station in the space research service.

ADD **84AP** *Broadcasting-Satellite Service*

A space service in which signals transmitted or re-transmitted by space stations, or transmitted by reflection from objects in orbit around the Earth, are intended for direct reception by the general public.

1—03

ADD **84AQ** *Radionavigation-Satellite Service*

A service using space stations on earth satellites for the purpose of radionavigation, including, in certain cases, transmission or re-transmission of supplementary information necessary for the operation of the radionavigation system.

ADD **84AR** *Radionavigation-Satellite Earth Station*

An earth station in the radionavigation-satellite service.

ADD **84AS** *Radionavigation-Satellite Space Station*

A space station in the radionavigation-satellite service, on an earth satellite.

ADD **84AT** *Meteorological-Satellite Service*

A space service in which the results of meteorological observations, made by instruments on earth satellites, are transmitted to earth stations by space stations on these satellites.

ADD **84AU** *Meteorological-Satellite Earth Station*

An earth station in the meteorological-satellite service.

ADD **84AV** *Meteorological-Satellite Space Station*

A space station in the meteorological-satellite service, on an earth satellite.

ADD **84AW** *Space Telemetering*

The use of telemetering for the transmission from a space station of results of measurements made in a spacecraft, including those relating to the functioning of the spacecraft.

ADD **84AX** *Maintenance Space Telemetering*

Space telemetering relating exclusively to the electrical and mechanical condition of a spacecraft and its equipment together with the condition of the environment of the spacecraft.

1—04

ADD **84AY** *Space Telecommand*

The use of radiocommunication for the transmission of signals to a space station to initiate, modify or terminate functions of the equipment on a space object, including the space station.

ADD **84AZ** *Space Tracking*

Determination of the orbit, velocity or instantaneous position of an object in space by means of radiodetermination, excluding primary radar, for the purpose of following the movement of the object.

ADD Title **Section IIB. Space, Orbits and Types of Objects in Space**

ADD **84BA** *Deep Space*

Space at distances from the Earth equal to or greater than the distance between the Earth and the Moon.

ADD **84BB** *Orbit*

The path in space described by the centre of mass of a satellite or other object in space.

ADD **84BC** *Angle of Inclination of an Orbit*

The acute angle between the plane containing an orbit and the plane of the earth's equator.

ADD **84BD** *Period of an Object in Space*

The time elapsing between two consecutive passages of an object in space through the same point on its closed orbit.

ADD **84BE** *Altitude of the Apogee*

Altitude above the surface of the Earth of the point on a closed orbit where a satellite is at its maximum distance from the centre of the Earth.

1—05

ADD **84BF** *Altitude of the Perigee*

Altitude above the surface of the Earth of the point on a closed orbit where a satellite is at its minimum distance from the centre of the Earth.

ADD **84BG** *Stationary Satellite*

A satellite, the circular orbit of which lies in the plane of the earth's equator and which turns about the polar axis of the Earth in the same direction and with the same period as those of the earth's rotation.

ADD **84BH** *Spacecraft*

Any type of space vehicle, including an earth satellite or a deep-space probe, whether manned or unmanned.

1—06

ANNEX 2

Revision of Article 3 of the Radio Regulations

Article 3 of the Radio Regulations shall be amended as follows:

For Regulation No. 114, there shall be substituted the following:

MOD **114** § 2 Any new assignment or any change of frequency or other basic characteristic of an existing assignment (see Appendix 1 or Appendix 1A) shall be made in such a way as to avoid causing harmful interference to services rendered by stations using frequencies assigned in accordance with the Table of Frequency Allocations in this Chapter and the other provisions of these Regulations, the characteristics of which assignments are recorded in the Master International Frequency Register.

After Regulation No. 116 there shall be inserted the following new Regulation:

ADD **116A** § 4A For the purpose of resolving cases of harmful interference, the radio astronomy service shall be treated as a radiocommunication service. However, protection from services in other bands shall be afforded the radio astronomy service only to the extent that such services are afforded protection from each other.

2—01

33-259 O-64-59

ANNEX 3

Revision of Article 5 of the Radio Regulations

Article 5 of the Radio Regulations shall be amended as follows :

In the Table of Frequency Allocations for the band 9 995-10 005 kc/s there shall be substituted the following:

kc/s

Allocation to Services		
Region 1	Region 2	Region 3
9 995—10 005		
	STANDARD FREQUENCY	
	204 214 215	

NOC **204 214**

MOD **215** The band 10 003-10 005 kc/s is also allocated, on a secondary basis, to the space research service.

03—01

In the Table of Frequency Allocations for the band 15 450-16 460 kc/s there shall be substituted the following :

kc/s

Allocation to Services		
Region 1	Region 2	Region 3
15 450—15 762		
	FIXED	
15 762—15 768		
	FIXED	
	Space Research 215A	
15 768—16 460		
	FIXED	

ADD

215A In Bulgaria, Cuba, Hungary, Poland, Roumania, Czechoslovakia and the U.S.S.R., the space research service is a primary service in the bands 15 762-15 768 kc/s and 18 030-18 036 kc/s.

03—02

In the Table of Frequency Allocations for the band 18 030-20 010 kc/s there shall be substituted the following :

kc/s

Allocation to Services		
Region 1	Region 2	Region 3
18 030—18 036		
	FIXED	
	Space Research 215A	
18 036—19 990		
	FIXED	
19 990—20 010		
	STANDARD FREQUENCY	
	204 220 221 221A	

NOC **220**

MOD **221** The band 19 990-20 010 kc/s is also allocated, on a secondary basis, to the space research service.

ADD **221A** The frequency 20 007 kc/s may also be used, in emergency, in the search for, and rescue of, astronauts and space vehicles. Emissions must be confined in a band of ± 3 kc/s about this frequency.

03—03

In the Table of Frequency Allocations for the band 29·7-41 Mc/s there shall be substituted the following :

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
29·7—30·005	FIXED 228 229 231 232 MOBILE 233	
30·005—30·010	FIXED 228 229 231 MOBILE SPACE RESEARCH SPACE (Satellite identification) 233	
30·010—37·750	FIXED 228 229 230 231 MOBILE 233	
37·75—38·25	FIXED 228 229 231 MOBILE *Radio Astronomy* 233	
38·25—41	FIXED 228 229 230 231 MOBILE 233 235 236	

NOC **228 229 230 231 232 233 236**

SUP **234**

MOD **235** The band 39·986-40·002 Mc/s is also allocated, on a secondary basis, to the space research service.

03—04

In the Table of Frequency Allocations for Region 2 and for the band 68-74·6 Mc/s there shall be substituted the following :

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
68—74·8	**68—73** FIXED MOBILE BROADCASTING	**68—70**
	73—74·6 RADIO ASTRONOMY 253A 253B	**70—74·6**

SUP **253**

ADD **253A** In Region 2, fixed, mobile and broadcasting service operations previously authorized in the band 73-74·6 Mc/s may continue to operate on a non-interference basis to the radio astronomy service.

ADD **253B** In Cuba, the band 73-74·6 Mc/s is also allocated to the fixed, mobile and broadcasting services.

03—05

In the Table of Frequency Allocations for the band 117·975-144 Mc/s there shall be substituted the following :

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
117·975—132 AERONAUTICAL MOBILE (R) 273 273A		
132—136 AERONAUTICAL MOBILE (R) 273A 274 275	**132—136** FIXED MOBILE 273A 276 277 278 279	
136—137 FIXED MOBILE SPACE RESEARCH (Telemetering and tracking) 281A	**136—137** SPACE RESEARCH (Telemetering and tracking) 281A 281B	**136—137** FIXED MOBILE SPACE RESEARCH (Telemetering and tracking) 281A
137—138 METEOROLOGICAL-SATELLITE SPACE RESEARCH (Telemetering and tracking) 281F SPACE (Telemetering and tracking) 275A 279A 281C 281D 281E		
138—143·6 AERONAUTICAL MOBILE (OR) 275 282 283	**138—143·6** FIXED MOBILE Radiolocation	**138—143·6** FIXED MOBILE 278 279A 284

03—06

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
143·6—143·65	**143·6—143·65**	**143·6—143·65**
AERONAUTICAL MOBILE (OR)	FIXED	FIXED
	MOBILE	MOBILE
SPACE RESEARCH (Telemetering and tracking)	SPACE RESEARCH (Telemetering and tracking)	SPACE RESEARCH (Telemetering and tracking)
275 282 283	Radiolocation	278 279A 284
143·65—144	**143·65—144**	**143·65—144**
AERONAUTICAL MOBILE (OR)	FIXED	FIXED
	MOBILE	MOBILE
275 282 283	Radiolocation	278 279A 284

NOC **273**

ADD **273A** In the band 117·975-132 Mc/s and in the band 132-136 Mc/s where the aeronautical mobile (R) service is authorized, the use and development, for this service, of systems using space communication techniques may be authorized but limited initially to satellite relay stations of the aeronautical mobile (R) service. Such use and development shall be subject to co-ordination between administrations concerned and those having services operating in accordance with the Table, which may be affected.

NOC **274**

MOD **275** In Burundi, Ethiopia, Nigeria, Sierra Leone, Gambia, Portuguese Oversea Provinces in Region 1 south of the equator, Rhodesia and Nyasaland, Rwanda and the R. of South Africa and Territory of South West Africa, the bands 132-136 Mc/s and 138-144 Mc/s are allocated to the fixed and mobile services.

ADD **275A** In Burundi,Nigeria, Sierra Leone, Gambia, Portuguese Oversea Provinces in Region 1 south of the equator, Rhodesia and Nyasaland, and Rwanda, the band 137-138 Mc/s is also allocated to the fixed and mobile services.

03—07

NOC **276 277**

MOD **278** In New Zealand, the bands 132-136 Mc/s and 138-144 Mc/s are allocated to the aeronautical mobile (OR) service.

MOD **279** In Australia, the band 132-136 Mc/s is allocated to the aeronautical mobile service.

ADD **279A** In Australia, the band 137-144 Mc/s is also allocated to the broadcasting service for television.

SUP **280**

SUP **281**

ADD **281A** For the use of the band 136-137 Mc/s, see Recommendation No. 7A.

ADD **281B** In Region 2, the band 136-137 Mc/s is also allocated to the fixed and mobile services until 1 January, 1969. Thereafter, in Cuba, the band will continue to be allocated also to the fixed and mobile services.

ADD **281C** In Algeria, Bulgaria, Hungary, Kuwait, Lebanon, Morocco, Poland, the United Arab Republic, Yugoslavia, Roumania, Czechoslovakia and the U.S.S.R., the band 137-138 Mc/s is also allocated to the aeronautical mobile (OR) service. In the remaining countries of Region 1, the band 137-138 Mc/s is also allocated to the aeronautical mobile (OR) service until 1 January, 1969.

ADD **281D** In Norway, Switzerland and Turkey, the band 137-138 Mc/s is also allocated to the fixed service and mobile, except aeronautical mobile, service until 1 January, 1969.

ADD **281E** In Regions 2 and 3, the band 137-138 Mc/s is also allocated to the fixed and mobile services until 1 January, 1969. Thereafter, in Cuba, Malaysia, Pakistan and the Philippines, the band 137-138 Mc/s will continue to be allocated also to the fixed and mobile services.

ADD **281F** The band 137-138 Mc/s will be used mainly for research concerning the establishment, technical improvement, and maintenance of operational space systems.

MOD **282** In Austria, the Netherlands and the United Kingdom, the band 138-144 Mc/s will, at some future date, be allocated to the fixed service and mobile, except aeronautical mobile, service.

MOD **283** In Denmark, Greece, Norway, Portugal, F.R. of Germany, Sweden, Switzerland and Turkey, the band 138-144 Mc/s is also allocated to the fixed service and mobile, except aeronautical mobile (R), service.

MOD **284** In China, the band 138-144 Mc/s is also allocated to the radiolocation service.

In the Table of Frequency Allocations for the band 144-150·05 Mc/s there shall be substituted the following :

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
144—146		
	AMATEUR	
	284A	
146—149·9	**146—148**	
FIXED		AMATEUR
MOBILE except aeronautical mobile (R)		289
	148—149·9	
		FIXED
		MOBILE
274 285 285A		285A 290
149·9—150·05		
	RADIONAVIGATION-SATELLITE	
	285B	

ADD **284A** In the band 144-146 Mc/s, artificial satellites may be used by the amateur service.

MOD **285** In Rhodesia and Nyasaland, and the R. of South Africa and Territory of South West Africa, the bands 146-149·9 Mc/s and 150·05-174 Mc/s are also allocated to the aeronautical mobile service.

ADD **285A** The frequencies 148·25 Mc/s ±15 kc/s and 154·2 Mc/s±15 kc/s may be used for space telecommand, subject to agreement among the administrations concerned and those having services operating in accordance with the Table, which may be affected.

ADD **285B** Stations operating in the fixed and mobile services may continue to use this band until 1 January, 1969. This cessation date shall not apply in Austria,

Bulgaria, Cuba, Hungary, Iran, Kuwait, Morocco, Pakistan, the Netherlands, Poland, the United Arab Republic, Yugoslavia and Roumania where the fixed and mobile services will continue to have equal primary status with the radionavigation-satellite service. (See Recommendation No. 8A)

NOC 289

MOD 290 In New Zealand, the bands 148-149·9 Mc/s and 150·05-156 Mc/s are allocated to the aeronautical mobile (OR) service.

In the Table of Frequency Allocations for the bands 150·05-174 Mc/s there shall be substituted the following :

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
150·05—151 FIXED MOBILE except aeronautical mobile (R) 274 285 286 286A	**150·05—174** FIXED MOBILE	**150·05—170** FIXED MOBILE
151—154 FIXED MOBILE except aeronautical mobile (R) Meteorological aids 285 286 286A		
154—156 FIXED MOBILE except aeronautical mobile (R) 285 285A		285A 287 290
156—174 FIXED MOBILE except aeronautical mobile 285 287 288	285A 287	**170—174** FIXED MOBILE BROADCASTING

03—11

MOD	285	
MOD	286	In Region 1, the band 150·05-153 Mc/s is also allocated to the radio astronomy service. In making assignments to new stations of other services to which this band is allocated, administrations are urged to take all practicable steps to protect radio astronomy observations from harmful interference.
ADD	286A	In the United Kingdom, the band 150·05-151 Mc/s is allocated to the radio astronomy service, and the band 151-153 Mc/s is allocated to the radio astronomy service on a primary basis and to the meteorological aids service on a secondary basis ; however, in this band the provisions of No. 274 apply.
NOC	287	
NOC	288	
MOD	290	

In the Table of Frequency Allocations for the band 174-216 Mc/s there shall be substituted the following :

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
174—216	**174—216**	
BROADCASTING	FIXED MOBILE BROADCASTING	
291 292 293 294	294 295 296	

NOC **291 292 293 295 296**

MOD **294** The band 183·1-184·1 Mc/s is also allocated, on a secondary basis, to the space research service.

03—13

In the Table of Frequency Allocations for the band 235-328·6 Mc/s there shall be substituted the following :

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
235—267	FIXED MOBILE 305 309	
267—272	FIXED MOBILE *Space* (Telemetering) 309A 309B	
272—273	FIXED MOBILE SPACE (Telemetering) 309A	
273—328·6	FIXED MOBILE 310	

NOC 305 309 310

ADD 309A Space stations employing frequencies in the band 267-273 Mc/s for telemetering purposes may also transmit tracking signals in the band.

ADD 309B In the band 267-272 Mc/s individual administrations may use space telemetering in their countries on a primary basis, subject to the agreement of the administrations concerned and those having services operating in accordance with the Table, which may be affected.

03—14

In the Table of Frequency Allocations for the band 335·4-401 Mc/s there shall be substituted the following :

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
335·4—399·9		
	FIXED	
	MOBILE	
399·9—400·05		
	RADIONAVIGATION-SATELLITE	
	311A	
400·05—401		
	METEOROLOGICAL AIDS	
	METEOROLOGICAL-SATELLITE (Maintenance telemetering)	
	SPACE RESEARCH (Telemetering and tracking)	
	312A 313 314	

ADD **311A** Stations operating in the fixed and mobile services may continue to use this band until 1 January, 1969. This cessation date shall not apply in Bulgaria, Cuba, Greece, Hungary, Iran, Kuwait, Lebanon, Morocco, the United Arab Republic and Yugoslavia where the fixed and mobile services will continue to have equal status with the radionavigation-satellite service. (See Recommendation No. 8A)

SUP **312**

ADD **312A** In Sweden, the band 400·05-401 Mc/s is also allocated to the fixed and mobile services until 1 January, 1966.

MOD **313** In Albania, Bulgaria, Greece, Hungary, Poland, the United Arab Republic, Yugoslavia, Roumania, Czechoslovakia and the U.S.S.R., the band 400·05-401 Mc/s, is also allocated to the fixed and mobile services.

MOD **314** In the United Kingdom, the band 400·05-420 Mc/s is also allocated to the radiolocation service; however, between 400·05 and 410 Mc/s the allocation to the radiolocation service is on a secondary basis.

03—15

In the Table of Frequency Allocations for the band 401-406 Mc/s there shall be substituted the following:

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
401—402		
	METEOROLOGICAL AIDS	
	SPACE (Telemetering) 315A	
	Fixed	
	Mobile except aeronautical mobile	
	314 315 315B 316	
402—406		
	METEOROLOGICAL AIDS	
	Fixed	
	Mobile except aeronautical mobile	
	314 315 316 317	

MOD **314**

NOC **315**

ADD **315A** Space stations employing frequencies between 401-402 Mc/s for telemetering purposes may also transmit tracking signals in this band.

ADD **315B** In Australia, the space (telemetering) service in the band 401-402 Mc/s is a secondary service.

NOC **316**

MOD **317** The band 404-410 Mc/s in Region 2 and the band 406-410 Mc/s in Regions 1 and 3 are also allocated to the radio astronomy service. An appropriate continuous band within these limits shall be designated on a national or area basis. In making assignments to stations of other services to which these bands are allocated, administrations are urged to take all practicable steps to protect radio astronomy observations from harmful interference.

03—16

33-259 O-64-60

In the Table of Frequency Allocations for the band 420-470 Mc/s there shall be substituted the following:

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
420—430 FIXED MOBILE except aeronautical mobile *Radiolocation* 318 319	**420—450**	
430—440 AMATEUR RADIOLOCATION 318 319 320 321 322	RADIOLOCATION *Amateur*	
440—450 FIXED MOBILE except aeronautical mobile *Radiolocation* 318 319 319A	318 319A 323 324	
450—460	FIXED MOBILE 318 319A	
460—470	FIXED MOBILE *Meteorological-Satellite* 318A	

03—17

NOC 318 319 320 321 322 323 324

ADD 318A In Bulgaria, Cuba, Hungary, Poland, Roumania, Czechoslovakia and the U.S.S.R., the band 460-470 Mc/s may be used, on a primary basis, by the meteorological-satellite service subject to agreement among administrations concerned and those having services, or intending to introduce services, operating in accordance with the Table, which may be affected.

ADD 319A The band 449·75-450·25 Mc/s may be used for space telecommand, subject to agreement among the administrations concerned and those having services operating in accordance with the Table, which may be affected.

In the Table of Frequency Allocations for the bands 470-890 Mc/s there shall be substituted the following:

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
470—582	**470—890** BROADCASTING	**470—585**
582—606		**585—610** RADIONAVIGATION 336 337
606—790 BROADCASTING 326 329 330 330A 331 332		**610—890** FIXED MOBILE BROADCASTING
790—890	332	332 338 339

NOC **326 329**

MOD **330** In Region 1, except the African Broadcasting Area*, the radionavigation service may continue to operate in the band 606-610 Mc/s until the band is required for the broadcasting service.

330·1 * For the purposes of this Regulation the term " African Broadcasting Area " means:

a) African countries, parts of countries, territories and groups of territories situated between the parallels 40° South and 30° North.

b) Islands in the Indian Ocean west of meridian 60° East, situated between the parallel 40° South and the great circle arc joining the points 45° East, 11° 30′ North and 60° East, 15° North.

c) Islands in the Atlantic Ocean east of Line B defined in No. 131 of these Regulations, situated between the parallels 40° South and 30° North.

03—19

ADD 330A In the African Broadcasting Area*, the band 606-614 Mc/s is allocated to the radio astronomy service.

NOC 331

MOD 332 In Region 1, except the African Broadcasting Area*, the band 606-614 Mc/s, and in Region 3, the band 610-614 Mc/s may be used by the radio astronomy service. Administrations shall avoid using the band concerned for the broadcasting service as long as possible, and thereafter, as far as practicable, shall avoid the use of such effective radiated powers as will cause harmful interference to radio astronomy observations.

In Region 2, the band 608-614 Mc/s is reserved exclusively for the radio astronomy service until the first Administrative Radio Conference after 1 January, 1974 which is competent to review this provision; however, this provision does not apply to Cuba.

NOC 336 337 338 339

* See 330·1

In the Table of Frequency Allocations for the band 890-1215 Mc/s there shall be substituted the following:

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
890—942 FIXED BROADCASTING *Radiolocation* 329 331 333 339A	**890—942** FIXED RADIOLOCATION 339A 340	**890—942** FIXED MOBILE BROADCASTING *Radiolocation* 339 339A
942—960 FIXED BROADCASTING 329 331 333 339A	**942—960** FIXED 339A	**942—960** FIXED MOBILE BROADCASTING 338 339 339A
960—1 215	AERONAUTICAL RADIONAVIGATION 341	

NOC **333 340**

ADD **339A** Specific portions of the frequency band 900-960 Mc/s may also be used, on a secondary basis, for experimental purposes in connection with space research.

MOD **341** The band 960-1 215 Mc/s is reserved on a world-wide basis for the use and development of airborne electronic aids to air navigation and any directly associated ground-based facilities.

03—21

In the Table of Frequency Allocations for the band 1 400-1 660 Mc/s there shall be substituted the following, the allocations in the Radio Regulations, Geneva, 1959, being retained for the band 1 429-1 525 Mc/s:

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
1 400—1 427	RADIO ASTRONOMY	
1 427—1 429	FIXED MOBILE except aeronautical mobile SPACE (Telecommand)	
1 429—1 525	**1 429—1 435** **1 435—1 525**	**1 429—1 525**
1 525—1 535 FIXED 350B SPACE (Telemetering) 350A *Mobile* except aeronautical mobile 350C	**1 525—1 535** SPACE (Telemetering) 350A *Fixed* *Mobile* 350D	**1 525—1 535** FIXED 350B SPACE (Telemetering) 350A *Mobile* 350E
1 535—1 540	SPACE (Telemetering) 350A 351 352 352C	
1 540—1 660	AERONAUTICAL RADIONAVIGATION 351 352 352A 352B 352D	

SUP

ADD **350**

350A Space stations employing frequencies in the band 1 525-1 540 Mc/s for telemetering purposes may also transmit tracking signals in the band.

03—22

ADD **350B** As regards the category of the fixed service, see Resolution No. 3A.

ADD **350C** In Albania, Bulgaria, France, Hungary, Kuwait, Lebanon, Morocco, Poland, the United Arab Republic, Yugoslavia, Roumania, Czechoslovakia and the U.S.S.R., the band 1 525-1 535 Mc/s is also allocated, on a primary basis, to the mobile, except aeronautical mobile, service. As regards the category of this service, see Resolution No. 3A.

ADD **350D** In Cuba, the band 1 525-1 535 Mc/s is also allocated, on a primary basis, to the mobile service.

ADD **350E** In Japan, the band 1 525-1 535 Mc/s is also allocated to the mobile service, on a primary basis, until 1 January, 1969.

MOD **351** In Italy, the band 1 535-1 600 Mc/s is also allocated to the fixed service until 1 January, 1970.

MOD **352** In Albania, Bulgaria, Hungary, Poland, Roumania, Czechoslovakia and the U.S.S.R., the band 1 535-1 660 Mc/s is also allocated to the fixed service. As regards the category of the fixed service in the band 1 535-1 540 Mc/s, see Resolution No. 3A.

ADD **352A** The bands 1 540-1 660 Mc/s, 4 200-4 400 Mc/s, 5 000-5 250 Mc/s and 15·4-15·7 Gc/s are reserved, on a world-wide basis, for the use and development of airborne electronic aids to air navigation and any directly associated ground-based or satellite-borne facilities.

ADD **352B** The bands 1 540—1 660 Mc/s, 5 000-5 250 Mc/s and 15·4-15·7 Gc/s are also allocated to the aeronautical mobile (R) service for the use and development of systems using space communication techniques. Such use and development is subject to agreement and co-ordination between administrations concerned and those having services operating in accordance with the Table, which may be affected.

ADD **352C** In Morocco and Yugoslavia, the band 1 535-1 540 Mc/s is also allocated to the aeronautical radionavigation service.

ADD **352D** In Austria, Indonesia and the F. R. of Germany, the band 1540-1660 Mc/s is also allocated to the fixed service.

In the Table of Frequency Allocations for the bands 1 660-1 710 Mc/s there shall be substituted the following, the allocations in the Radio Regulations, Geneva, 1959, being retained for the band 1 670-1 690 Mc/s:

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
1 660—1 664·4	METEOROLOGICAL AIDS METEOROLOGICAL-SATELLITE 324A 353 354 354A 354B	
1 664·4—1 668·4	METEOROLOGICAL AIDS METEOROLOGICAL-SATELLITE 324A *Radio Astronomy* 353 353A 354 354A 354B	
1 668·4—1 670	METEOROLOGICAL AIDS METEOROLOGICAL-SATELLITE 324A 353 354 354A 354B	
1 670—1 690		
1 690—1 700 METEOROLOGICAL AIDS METEOROLOGICAL-SATELLITE 324A *Fixed* *Mobile* except aeronautical mobile 353 354A	**1 690—1 700** METEOROLOGICAL AIDS METEOROLOGICAL-SATELLITE 324A 354A 354C	

03—24

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
1 700—1 710	**1 700—1 710**	**1 700—1 710**
FIXED	SPACE RESEARCH (Telemetering and tracking)	FIXED
SPACE RESEARCH (Telemetering and tracking)		MOBILE
Mobile	355A	SPACE RESEARCH (Telemetering and tracking)

ADD **324A** It is intended that meteorological-satellite space stations operating in this band shall transmit to selected earth stations. The location of such earth stations is subject to agreement among administrations concerned and those having services operating in accordance with the Table, which may be affected.

NOC **353**

ADD **353A** In view of the successful detection of two spectral lines in the region of 1 665 Mc/s and 1 667 Mc/s by astronomers, administrations are urged to give all practicable protection in the band 1 664·4-1 668·4 Mc/s for future research in radio astronomy.

NOC **354**

ADD **354A** In Algeria, Bulgaria, Cuba, Hungary, Kuwait, Lebanon, Morocco, Pakistan, Poland, the United Arab Republic, Yugoslavia, Roumania, Czechoslovakia and the U.S.S.R., the bands 1 660-1 670 Mc/s and 1 690-1 700 Mc/s are also allocated to the fixed service and the mobile, except aeronautical mobile, service.

ADD **354B** In Australia, Cyprus, Spain, Ethiopia, Indonesia, Israel, New Zealand, Portugal, the Spanish Provinces in Africa, the United Kingdom, Sweden and Switzerland, the band 1 660-1 670 Mc/s is also allocated, on a secondary basis, to the fixed service, and the mobile, except aeronautical mobile, service.

ADD **354C** In Australia, Indonesia and New Zealand, the band 1 690-1 700 Mc/s is also allocated, on a secondary basis, to the fixed service and the mobile, except aeronautical mobile, service.

SUP **355**

ADD **355A** In Cuba, the band 1 700-1 710 Mc/s is also allocated to the fixed and mobile services.

03—25

In the Table of Frequency Allocations for the bands 1 710-2 290 Mc/s there shall be substituted the following :

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
1 710—1 770 FIXED *Mobile* 356	**1 710—1770** FIXED MOBILE	
1 770—1 790 FIXED *Meteorological-Satellite* 356AA *Mobile* 356	**1 770—1 790** FIXED MOBILE *Meteorological-Satellite* 356AA	
1 790—2 290 FIXED *Mobile* 356 356A	**1 790—2 290** FIXED MOBILE 356A	

NOC 356

ADD 356AA In Bulgaria, Cuba, Hungary, Poland, Roumania, Czechoslovakia and the U.S.S.R., the meteorological-satellite service, in the band 1 770-1 790 Mc/s, shall be on a primary basis, subject to co-ordination with the administrations concerned and those having services operating in accordance with the Table, which may be affected by the siting of earth stations.

ADD 356A The band 2110-2120 Mc/s may be used for telecommand in conjunction with spacecraft engaged in deep space research, subject to agreement between the administrations concerned and those having services operating in accordance with the Table, which may be affected.

In the Table of Frequency Allocations for the band 2 290-2 300 Mc/s there shall be substituted the following :

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
2 290—2 300	**2 290—2 300**	**2 290—2 300**
FIXED	SPACE RESEARCH (Telemetering and tracking in deep space)	FIXED
SPACE RESEARCH 356C (Telemetering and tracking in deep space)		MOBILE
Mobile		SPACE RESEARCH (Telemetering and tracking in deep space)
	356B	

ADD **356B** In Cuba, the band 2 290-2 300 Mc/s is also allocated to the fixed and mobile services.

ADD **356C** In Austria, the space research service in the band 2 290-2 300 Mc/s is a secondary service.

03—27

In the Table of Frequency Allocations for the band 2 550-2 700 Mc/s there shall be substituted the following :

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
2 550—2 690	FIXED MOBILE 362 363 364	
2 690—2 700	RADIO ASTRONOMY 363 364A 364B 365	

NOC **362**

MOD **363** In the F.R. of Germany, the band 2 550-2 690 Mc/s is allocated to the fixed service; and the band 2 690-2 700 Mc/s is also allocated to the fixed service.

MOD **364** In Region 1, tropospheric scatter systems may operate in the band 2 550-2 690 Mc/s under agreements concluded between administrations concerned and those having services operating in accordance with the Table, which may be affected.

ADD **364A** In Algeria, Bulgaria, Cuba, Hungary, India, Israel, Kuwait, Lebanon, Morocco, Pakistan, the Philippines, Poland, the United Arab Republic, Yugoslavia, Roumania, Czechoslovakia and the U.S.S.R., the band 2 690-2 700 Mc/s is also allocated to the fixed and mobile services.

ADD **364B** In Algeria, Bulgaria, Hungary, Poland, the United Arab Republic, Yugoslavia, Roumania, Czechoslovakia and the U.S.S.R., tropospheric scatter systems may operate in the band 2 690-2 700 Mc/s under agreements concluded between administrations concerned and those having services operating in accordance with the Table, which may be affected.

MOD **365** In making assignments to stations in the fixed and mobile services, administrations are urged to take all practicable steps to protect radio astronomy observations from harmful interference.

In the Table of Frequency Allocations for the bands 3 300-4 200 Mc/s there shall be substituted the following :

Mc/s

<table>
<tr><th colspan="3">Allocation to Services</th></tr>
<tr><th>Region 1</th><th>Region 2</th><th>Region 3</th></tr>
<tr><td>3 300—3 400
RADIOLOCATION
370 371</td><td colspan="2">3 300—3 400
RADIOLOCATION
Amateur
376</td></tr>
<tr><td rowspan="2">3 400—3 600
FIXED
MOBILE
COMMUNICATION-SATELLITE 374A (Satellite-to-earth)
Radiolocation
372 373 374 375</td><td colspan="2">3 400—3 500
RADIOLOCATION
COMMUNICATION-SATELLITE 374A (Satellite-to-earth)
Amateur
376</td></tr>
<tr><td>3 500—3 700
FIXED
MOBILE
RADIOLOCATION
COMMUNICATION-SATELLITE 374A (Satellite-to-earth)</td><td>3 500—3 700
RADIOLOCATION
COMMUNICATION-SATELLITE 374A (Satellite-to-earth)
Fixed
Mobile
377 378</td></tr>
<tr><td>3 600—4 200
FIXED
COMMUNICATION-SATELLITE 374A (Satellite-to-earth)
Mobile
374</td><td colspan="2">3 700—4 200
FIXED
MOBILE
COMMUNICATION-SATELLITE 374A (Satellite-to-earth)
379</td></tr>
</table>

03—29

NOC 370 371 372 374 375 376 377 378

MOD 373 In Denmark, Norway, Sweden and Switzerland, the fixed, mobile, radiolocation and communication-satellite services operate on a basis of equality in the band 3 400-3 600 Mc/s.

ADD 374A This band may also be used for the transmission of tracking and telemetering signals associated with communication-satellite space stations operating in the same band.

MOD 379 In Australia, the band 3 700-3 770 Mc/s is allocated to the radiolocation and communication-satellite services.

SUP 380

In the Table of Frequency Allocations for the bands 4 200-5 000 Mc/s there shall be substituted the following:

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
4 200—4 400	AERONAUTICAL RADIONAVIGATION 352A 381 382 383	
4 400—4 700	FIXED MOBILE COMMUNICATION-SATELLITE (Earth-to-satellite) 392A	
4 700—4 990	FIXED MOBILE 354 365	
4 990—5 000 FIXED MOBILE RADIO ASTRONOMY 365	**4 990—5 000** RADIO ASTRONOMY 383A	**4 990—5 000** FIXED MOBILE RADIO ASTRONOMY 365

03—31

MOD	365	
NOC	381	
NOC	382	
NOC	383	
ADD	383A	In Cuba, the band 4 990-5 000 Mc/s is also allocated to the fixed and mobile services, and the provisions of No. 365 apply.
ADD	392A	This band may also be used for the transmission of telecommand signals associated with communication-satellite earth stations operating in the same band.

03—32

33-259 O-64-61

In the Table of Frequency Allocations for the bands 5 000-5 350 Mc/s there shall be substituted the following :

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
5 000—5 250	AERONAUTICAL RADIONAVIGATION 352A 352B	
5 250—5 255	RADIOLOCATION *Space Research* 384	
5 255—5 350	RADIOLOCATION 384 384A	

MOD **384** In Albania, Austria, Bulgaria, Hungary, Poland, Roumania, Switzerland, Czechoslovakia and the U.S.S.R., the band 5 250-5 350 Mc/s is also allocated to the radionavigation service.

ADD **384A** In Sweden, the band 5 255-5 350 Mc/s is also allocated to the radionavigation service.

In the Table of Frequency Allocations for the bands 5 650-6 425 Mc/s there shall be substituted the following :

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
5 650—5 670	RADIOLOCATION *Amateur* 388 389	
5 670—5 725	RADIOLOCATION *Amateur* *Space Research* (Deep Space) 388 389 389A	
5 725—5 850 RADIOLOCATION COMMUNICATION-SATELLITE 392A (Earth-to-satellite) *Amateur* 354 388 390 391	**5 725—5 850** RADIOLOCATION *Amateur* 389 391	
5 850—5 925 FIXED MOBILE COMMUNICATION-SATELLITE 392A (Earth-to-satellite) 391	**5 850—5 925** RADIOLOCATION *Amateur* 391	**5 850—5 925** FIXED MOBILE COMMUNICATION-SATELLITE 392A (Earth-to-satellite) *Radiolocation* 391
5 925—6 425	FIXED MOBILE COMMUNICATION-SATELLITE 392A (Earth-to-satellite)	

03—34

NOC	354 388 389 391	
ADD	389A	In Bulgaria, Cuba, Hungary, Poland, Roumania, Czechoslovakia and the U.S.S.R., the space research service is a primary service in the band 5 670-5 725 Mc/s.
MOD	390	In Albania, Bulgaria, Hungary, Poland, Roumania, Czechoslovakia and the U.S.S.R., the band 5 800-5 850 Mc/s is allocated to the fixed, mobile and communication-satellite services.
SUP	392	

In the Table of Frequency Allocations for the band 6 425-7 750 Mc/s there shall be substituted the following :

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
6 425—7 250	FIXED MOBILE 392F 393 393A	
7 250—7 300	COMMUNICATION-SATELLITE (Satellite-to-earth) 374A 392C 392D 392G	
7 300—7 750	FIXED MOBILE COMMUNICATION-SATELLITE (Satellite-to-earth) 374A 392D 392F	

ADD **392C** Stations of the fixed and mobile services, previously authorized in the bands 7 250-7 300 Mc/s and 7 975-8 025 Mc/s, may continue to operate until 1 January, 1969. This provision does not apply to the countries listed in 392G and 392H.

ADD **392D** As an exception, passive communication-satellite systems also may be accommodated in the band 7 250-7 750 Mc/s, subject to:

a) agreement between administrations concerned and those whose services, operating in accordance with the Table, may be affected;

b) the co-ordination procedure laid down in Articles 9 and 9A.

Such systems shall not cause any more interference at active earth station receivers than would be caused by fixed or mobile services. Power-flux density limitations at the earth's surface after reflection from the passive communication-satellites shall not exceed those prescribed in these Regulations for active communication-satellite systems.

The maximum effective power radiated in any direction in the horizontal plane by earth stations of passive satellite systems shall not exceed + 55 dbW, not taking the site shielding factor into account. If the distance between a transmitting station of a passive system and the territory of another administration exceeds 400 km, this limitation may be increased in that direction by 2 db for each 100 km in excess of 400 km up to a maximum of 65 dbW.

ADD **392F** In the bands 7 200-7 250 Mc/s and 7 300-7 750 Mc/s, the meteorological-satellite service may use a band up to 100 Mc/s in width on a primary basis. These bands may also be used for the transmission of tracking and telemetering signals associated with meteorological-satellite space stations operating in the same band.

ADD **392G** In Algeria, Austria, Bulgaria, Cyprus, Cuba, Ethiopia, Finland, Hungary, Japan, Kuwait, Lebanon, Liberia, Malaysia, Morocco, the Philippines, Poland, the United Arab Republic, Yugoslavia, Roumania, Sweden, Switzerland, Czechoslovakia and the U.S.S.R., the band 7 250-7 300 Mc/s is also allocated to the fixed and mobile services.

MOD **393** In Italy, the band 6 450-6 575 Mc/s is also allocated to the radiolocation service.

ADD **393A** The band 7 120-7 130 Mc/s may be used for telecommand in association with space services, subject to agreement between the administrations concerned and those having services operating in accordance with the Table, which may be affected.

In the Table of Frequency Allocations for the band 7 750-8 500 Mc/s there shall be substituted the following :

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
7 750—7 900	FIXED MOBILE	
7 900—7 975	FIXED MOBILE COMMUNICATION-SATELLITE (Earth-to-satellite) 392A	
7 975—8 025	COMMUNICATION-SATELLITE (Earth-to-satellite) 392A 392C 392H	
8 025—8 400	FIXED MOBILE COMMUNICATION-SATELLITE (Earth-to-satellite) 392A 394 394B	
8 400—8 500 FIXED MOBILE SPACE RESEARCH 394A 394D	**8 400—8 500** SPACE RESEARCH 394C	**8 400—8 500** FIXED MOBILE SPACE RESEARCH 394A 394D

03—38

ADD **392H** In Algeria, Bulgaria, Cuba, Ethiopia, Finland, Hungary, Japan, Kuwait, Lebanon, Morocco, Poland, the United Arab Republic, Yugoslavia, Roumania, Sweden, Switzerland, Czechoslovakia and the U.S.S.R., the band 7 975-8 025Mc/s is also allocated to the fixed and mobile services.

MOD **394** In Australia and the United Kingdom, the band 8 250-8 400 Mc/s is allocated to the radiolocation and communication-satellite services.

ADD **394A** In Australia and the United Kingdom, the band 8 400-8 500 Mc/s is allocated to the radiolocation and space research services.

ADD **394B** In Israel, the band 8 025-8 400 Mc/s is allocated, on a primary basis, to the fixed and mobile services and, on a secondary basis, to the communication-satellite service.

ADD **394C** In Cuba, the band 8 400-8 500 Mc/s is also allocated to the fixed and mobile services.

ADD **394D** In Austria, Belgium, France, Israel, Luxembourg and Malaysia, the allocation to the space research service in the band 8 400-8 500 Mc/s is on a secondary basis.

In the Table of Frequency Allocations for the bands 9 800-10 500 Mc/s there shall be substituted the following:

Mc/s

Allocation to Services		
Region 1	Region 2	Region 3
9 800—10 000	RADIOLOCATION *Fixed* 400 401 401A	
10 000—10 500	RADIOLOCATION *Amateur* 401A 402 403	

NOC **400 401 402 403**

ADD **401A** The band 9 975-10 025 Mc/s may be used by weather radar on meteorological-satellites.

03—40

In the Table of Frequency Allocations for the bands 10·55-10·7 Gc/s there shall be substituted the following :

Gc/s

Allocation to Services		
Region 1	Region 2	Region 3
10·55—10·68		
	FIXED	
	MOBILE	
	Radiolocation	
10·68—10·7		
	RADIO ASTRONOMY	
	405A 405B	

SUP **405**

ADD **405A** In Australia and the United Kingdom, the band 10·68-10·7 Gc/s is also allocated on a secondary basis, to the radiolocation service.

ADD **405B** In Algeria, Bulgaria, Cuba, Hungary, Japan, Kuwait, Lebanon, Pakistan, Poland, the United Arab Republic, Yugoslavia, Roumania, Czechoslovakia and the U.S.S.R., the band 10·68-10·7 Gc/s is also allocated to the fixed and mobile services.

03—41

In the Table of Frequency Allocations for the bands 14-15·7 Gc/s there shall be substituted the following :

Gc/s

Allocation to Services		
Region 1	Region 2	Region 3
14—14·3	RADIONAVIGATION 407	
14·3—14·4	RADIONAVIGATION-SATELLITE	
14·4—15·25	FIXED MOBILE	
15·25—15·35	SPACE RESEARCH 409A 409B	
15·35—15·4	RADIO ASTRONOMY 409C	
15·4—15·7	AERONAUTICAL RADIONAVIGATION 352A 352B 407	

MOD **407** In Albania, Bulgaria, Hungary, Poland, Roumania, Czechoslovakia and the U.S.S.R., the bands 13·25-13·5 Gc/s, 14·175-14·3 Gc/s, 15·4-17·7 Gc/s, 21-22 Gc/s, 23-24·25 Gc/s and 33·4-36 Gc/s are also allocated to the fixed and mobile services.

03—42

ADD

409A In Algeria, Bulgaria, Cuba, Hungary, Kuwait, Lebanon, Morocco, Pakistan, Poland, the United Arab Republic, Yugoslavia, Roumania, Czechoslovakia and the U.S.S.R., the band 15·25-15·35 Gc/s is also allocated to the fixed and mobile services.

ADD

409B In Austria, Belgium, Japan, the Netherlands, Portugal, the F.R. of Germany, the United Kingdom and Switzerland, the band 15·25-15·35 Gc/s is also allocated, on a secondary basis, to the fixed and mobile services.

ADD

409C In Algeria, Bulgaria, Cuba, Hungary, Kuwait, Lebanon, Morocco, Pakistan, Poland, the United Arab Republic, Yugoslavia, Roumania, Czechoslovakia and the U.S.S.R., the band 15·35-15·4 Gc/s is also allocated to the fixed and mobile services.

In the Table of Frequency Allocations for the bands 17·7-21 Gc/s there shall be substituted the following :

Gc/s

Allocation to Services		
Region 1	Region 2	Region 3
17·7—19·3	FIXED MOBILE	
19·3—19·4	RADIO ASTRONOMY 409D	
19·4—21	FIXED MOBILE	

ADD

409D In Bulgaria, Cuba, Hungary, Kuwait, Lebanon, Poland, the United Arab Republic, Roumania, Czechoslovakia and the U.S.S.R., the band 19·3-19·4 Gc/s is also allocated to the fixed and mobile services.

03—44

In the Table of Frequency Allocations for the bands 25·25-40 Gc/s there shall be substituted the following :

Gc/s

Allocation to Services		
Region 1	Region 2	Region 3
25·25—31	FIXED MOBILE	
31—31·3	FIXED MOBILE *Space Research* 412H	
31·3—31·5	RADIO ASTRONOMY 412A	
31·5—31·8 SPACE RESEARCH *Fixed* *Mobile*	**31·5—31·8** SPACE RESEARCH 405C	**31·5—31·8** SPACE RESEARCH *Fixed* *Mobile*
31·8—32·3	RADIONAVIGATION *Space Research* 412B	
32·3—33	RADIONAVIGATION	

03—45

Gc/s

Allocation to Services		
Region 1	Region 2	Region 3
33—33·4 RADIO ASTRONOMY RADIONAVIGATION	33—33·4 RADIONAVIGATION 412F	
33·4—34·2 RADIOLOCATION 407 408 412 412G		
34·2—35·2 RADIOLOCATION *Space Research* 407 408 412 412C 412D		
35·2—36 RADIOLOCATION 407 408 412		
36—40	FIXED MOBILE 412E	

ADD **405C** In Cuba, the band 31·5-31·8 Gc/s is also allocated, on a secondary basis, to the fixed and mobile services.

MOD **407**

NOC **408 412**

ADD **412A** In Bulgaria, Cuba, Hungary, Poland, the United Arab Republic, Roumania, Czechoslovakia and the U.S.S.R., the band 31·3-31·5 Gc/s is also allocated to the fixed and mobile services.

ADD **412B** In Bulgaria, Cuba, Hungary, Poland, Yugoslavia, Roumania, Czechoslovakia and the U.S.S.R., the space research service is a primary service in the band 31·8-32·3 Gc/s.

03—46

ADD **412C** In Bulgaria, Cuba, Hungary, Poland, Roumania, Czechoslovakia and the U.S.S.R., the space research service is a primary service in the band 34·2-35·2 Gc/s.

ADD **412D** The band 34·4-34·5 Gc/s may be used by weather radar devices on meteorological-satellites for the detection of cloud.

ADD **412E** In Bulgaria, Cuba, Hungary, Poland, Yugoslavia, Roumania, Czechoslovakia and the U.S.S.R., the band 36·5-37·5 Gc/s is also allocated to the radio astronomy service.

ADD **412F** In Cuba and India, the band 33-33·4 Gc/s is also allocated to the radio astronomy service.

ADD **412G** In Bulgaria, Cuba, Hungary, Poland, Yugoslavia, Roumania, Czechoslovakia and the U.S.S.R., the band 33·4-34 Gc/s is also allocated to the radio astronomy service.

ADD **412H** In Bulgaria, Cuba, Hungary, Poland, Roumania, Czechoslovakia and the U.S.S.R., the space research service is a primary service in the band 31-31·3 Gc/s.

ANNEX 4

Revision of Article 7 of the Radio Regulations

Article 7 of the Radio Regulations shall be amended as follows:

After Section VI, there shall be inserted the following new Sections VII, VIII and IX:

ADD

Section VII. Terrestrial Services sharing Frequency Bands with Space Services between 1 Gc/s and 10 Gc/s

Choice of Sites and Frequencies

ADD **470A** § 18. Sites and frequencies for terrestrial stations, operating in frequency bands shared with equal rights between terrestrial and space services, shall be selected having regard to the relevant recommendations of the C.C.I.R. with respect to geographical separation from earth stations.

Power Limits

ADD **470B** § 19. (1) The maximum effective radiated power of the transmitter and associated antenna, of a station in the fixed or mobile service, shall not exceed + 55 dbW.

ADD **470C** (2) The power delivered by a transmitter to the antenna of a station in the fixed or mobile service shall not exceed + 13 dbW.

ADD **470D** (3) The limits given in **470B** and **470C** apply in the following frequency bands allocated to reception by space stations in the communication-satellite service, where these are shared with equal rights with the fixed or mobile service:

5800-5850 Mc/s (for the countries mentioned in **390**)
5850-5925 Mc/s (Regions 1 and 3)
5925-6425 Mc/s
7900-8100 Mc/s

4—01

33-259 O-64-62

ADD

Section VIII. Space Services sharing Frequency Bands with Terrestrial Services between 1 Gc/s and 10 Gc/s

Choice of Sites and Frequencies

ADD **470E** § 20. Sites and frequencies for earth stations, operating in frequency bands shared with equal rights between terrestrial and space services, shall be selected having regard to the relevant recommendations of the C.C.I.R. with respect to geographical separation from terrestrial stations.

Power Limits

ADD **470F** § 21. (1) Earth Stations in the Communication-Satellite Service

ADD **470G** (2) The mean effective radiated power transmitted by an earth station in any direction in the horizontal plane [1] shall not exceed + 55 dbW in any 4 kc/s band, except that it may be increased subject to the provisions of **470H** or **470I**. However, in no case shall it exceed a value of + 65 dbW in any 4 kc/s band.

ADD **470H** (3) In any direction where the distance from an earth station to the boundary of the territory of another administration exceeds 400 km, the limit of + 55 dbW in any 4 kc/s band may be increased in that direction by 2 db for each 100 km in excess of 400 km.

ADD **470I** (4) The limit of + 55 dbW in any 4 kc/s band may be exceeded by agreement between the administrations concerned or affected.

ADD **470J** (5) The limits given in **470G** apply in the following frequency bands allocated to transmission by earth stations in the communica-

[1] For the purpose of this Regulation, the effective radiated power transmitted in the horizontal plane shall be taken to mean the effective radiated power actually transmitted towards the horizon, reduced by the site-shielding factor that may be applicable. The value of this site-shielding factor shall be determined as indicated in Section 5 of the Annex to Recommendation No. 1A.

tion-satellite service, where these are shared with equal rights with the fixed or mobile service:

4400-4700 Mc/s
5800-5850 Mc/s (for the countries mentioned in **390**)
5850-5925 Mc/s (Regions 1 and 3)
5925-6425 Mc/s
7900-8400 Mc/s

Minimum Angle of Elevation

ADD **470K** § 22. (1) Earth Stations in the Communication-Satellite Service

ADD **470L** (2) Earth station antennas shall not be employed for transmission at elevation angles less than 3 degrees, measured from the horizontal plane to the central axis of the main lobe, except when agreed to by the administrations concerned or affected.

ADD **470M** (3) The limit given in **470L** applies in the following frequency bands allocated to transmission by earth stations in the communication-satellite service, where these are shared with equal rights with the fixed or mobile service:

4400-4700 Mc/s
5800-5850 Mc/s (for the countries mentioned in **390**)
5850-5925 Mc/s (Regions 1 and 3)
5925-6425 Mc/s
7250-7750 Mc/s
7900-8400 Mc/s

Power Flux Density Limits

ADD **470N** § 23. (1) Communication-Satellite Space Stations

ADD **470O** *a)* The total power flux density at the earth's surface, produced by an emission from a communication-satellite space station, or reflected from a passive communica-

tion satellite, where wide-deviation frequency (or phase) modulation is used, shall in no case exceed -130 dbW/m² for all angles of arrival. In addition, such signals shall if necessary be continuously modulated by a suitable waveform, so that the power flux density shall in no case exceed -149 dbW/m² in any 4 kc/s band for all angles of arrival.

ADD **470P** *b)* The power flux density at the earth's surface, produced by an emission from a communication-satellite space station, or reflected from a passive communication satellite, where modulation other than wide-deviation frequency (or phase) modulation is used, shall in no case exceed -152 dbW/m² in any 4 kc/s band for all angles of arrival.

ADD **470Q** *c)* The limits given in **470O** and **470P** apply in the following frequency bands allocated to transmission by space stations in the communication-satellite service, where these are shared with equal rights with the fixed or mobile services:

3400-4200 Mc/s
7250-7750 Mc/s

ADD **470R** (2) Meteorological-Satellite Space Stations [1]

ADD **470S** *a)* The power flux density at the earth's surface, produced by an emission from a meteorological-satellite space station, where wide-deviation frequency (or phase) modulation is used, shall in no case exceed -130 dbW/m² for all angles of arrival. In addition, such signals shall if necessary be continuously modulated by a suitable waveform, so that the power flux density shall in no case exceed -149 dbW/ m² in any 4 kc/s band for all angles of arrival.

[1] In view of the absence of any C.C.I.R. Recommendations relative to sharing between the meteorological-satellite service and other services, power flux density levels applicable to communication-satellite space stations are extended to meteorological-satellite space stations.

4—04

ADD **470T** *b)* The power flux density at the earth's surface, produced by an emission from a meteorological-satellite space station, where modulation other than wide-deviation frequency (or phase) modulation is used, shall in no case exceed -152 dbW/m^2 in any 4 kc/s band for all angles of arrival.

ADD **470U** *c)* The limits given in **470S** and **470T** apply in the following frequency bands allocated to transmissions by space stations in the meteorological-satellite service, shared with equal rights with the fixed or mobile service :

1660-1670 Mc/s
1690-1700 Mc/s
7200-7250 Mc/s
7300-7750 Mc/s

The limits given in **470S** and **470T** also apply in the band 1770-1790 Mc/s although the meteorological-satellite service is a secondary service in this band.

ADD **Section IX. Space Services**

Cessation of Emissions

ADD **470V** § 24. Space stations shall be made capable of ceasing radio emissions by the use of appropriate devices [1] that will ensure definite cessation of emissions.

[1] Battery life, timing devices, ground command, etc.

ANNEX 5

Revision of Article 9 of the Radio Regulations

Article 9 of the Radio Regulations shall be amended as follows:

The title of the Article, the title of Section 1 and numbers 486, 487 and 491 shall be substituted by the following:

MOD **Notification and Recording in the Master International Frequency Register of Frequency Assignments to Stations in Terrestrial Services** [0]

MOD **Section I. Notification of Frequency Assignments and Co-ordination Procedure to be Applied in appropriate Cases**

MOD **486** § 1. (1) Any *frequency assignment* [1, 2] to a fixed, land, broadcasting [3], radionavigation land, radiolocation land or standard frequency station, or to a ground-based station in the meteorological aids service, shall be notified to the International Frequency Registration Board,

a) if the use of the frequency concerned is capable of causing harmful interference to any service of another administration [4]; or

b) if the frequency is to be used for international radio-communication; or

c) if it is desired to obtain international recognition of the use of the frequency.[4]

ADD [0] For the notification and recording in the Master International Frequency Register of frequency assignments to stations in the space and radio astronomy services, see Article 9A.

ADD **486.4** [4] The attention of administrations is specifically drawn to the application of the provisions of Nos. **486** *a)* and **486** *c)* in those cases where they make a frequency assignment to a station in the fixed or mobile service, located within co-ordination distance of an earth station (see No. **492A**), in a band which these services share with equal rights with the space service, in the frequency spectrum between one and ten Gc/s.

5—01

MOD **487** (2) Similar notice shall be given for any frequency to be used for the reception of mobile stations by a particular land station in each case where one or more of the conditions specified in No. **486** are applicable.

MOD **491** § 3 (1) Whenever practicable each notice should reach the Board before the date on which the assignment is brought into use. It must reach the Board not earlier than ninety days before the date on which it is to be brought into use, but in any case not later than thirty days after the date it is actually brought into use. However, for a frequency assignment to a station in the fixed or mobile service mentioned in No. **492A**, the notice must reach the Board not earlier than two years before the date on which the assignment is to be brought into use.

After Regulation No. 492, there shall be inserted the following new Regulations :

ADD **492A** § 3A (1) Before an administration notifies to the Board, or brings into use any frequency assignment to a station in the fixed or mobile service, whether for transmitting or receiving, in a particular band allocated with equal rights to the space service and the fixed or mobile service in the frequency spectrum between one and ten Gc/s, it shall effect co-ordination of the assignment with any other administration which has previously effected co-ordination under the provisions of No. **639AD**, for the establishment of an earth station, if the proposed station in the fixed or mobile service is to be located within the co-ordination distance [1] of the earth station, and the necessary bandwidths of emission of the station concerned in the space service on the one hand, and of the station concerned in the fixed or mobile service on the

ADD **492A.1** [1] For the purposes of this Article the expression " co-ordination distance " means the distance from an earth station calculated along the lines of the procedures shown in Recommendation No. 1A within which there is a possibility of the use of a given transmitting frequency at this earth station causing harmful interference to stations in the fixed or mobile service in the frequency spectrum between one and ten Gc/s, sharing the same frequency band, or, as the case may be, of the use of a given frequency for reception at this earth station receiving harmful interference caused by such stations in the fixed or mobile service.

5—02

other, are separated by less than six Mc/s. For this purpose it shall send to any other such administration a copy of a diagram drawn to an appropriate scale indicating the location of the station in the fixed or mobile service and all other pertinent details of the proposed frequency assignment, and the approximate date on which it is planned to begin operations.

ADD **492B** (2) An administration with which co-ordination is sought under No. **492A** shall acknowledge receipt of the co-ordination data within thirty days and shall promptly examine the matter to establish:

a) in the case of a frequency assignment to be used for transmitting by the station in the fixed or mobile service, whether the use would cause harmful interference to the service rendered by its earth stations operating in accordance with the Convention and these Regulations, or to be so operated within the next two years, with the provision that in this latter case co-ordination specified in No. **639AD** has been effected or the co-ordination procedure has already begun;

b) in the case of a frequency assignment to be used for reception by the station in the fixed or mobile service, whether harmful interference would be caused to reception at the station in the fixed or mobile service by the service rendered by its earth stations operating in accordance with the Convention and these Regulations, or to be so operated within the next two years, with the provision that in this latter case co-ordination specified in No. **639AD** has been effected or the co-ordination procedure has already begun;

and shall, within a further period of thirty days either notify the administration requesting co-ordination of its agreement to the proposals or, if this is not possible, indicate the reasons therefore and make such suggestions as it may be able to offer with a view to a satisfactory solution of the problem.

5—03

ADD **492C** (3) No co-ordination under No. **492A** is required when an administration proposes:

a) to bring into use a station in the fixed or mobile service which is not located, in relation to an earth station, within the co-ordination distance defined in No. **492A.1**; or

b) to change characteristics of an existing assignment in such a way as not to increase the probability of harmful interference to the earth stations of other administrations.

ADD **492D** (4) An administration seeking co-ordination may request the Board to endeavour to effect co-ordination, in those cases where:

a) an administration with which co-ordination is sought under No. **492A** fails to reply within a period of ninety days;

b) there is a disagreement between the administration seeking co-ordination and an administration with which co-ordination is sought as to the probability of harmful interference; or

c) co-ordination between administrations is not possible for any other reason.

In so doing, it shall furnish the Board with the necessary information to enable it to effect such co-ordination.

ADD **492E** (5) Either the administration seeking co-ordination or an administration with which co-ordination is sought, or the Board, may request additional information which they may require to assess the probability of harmful interference to the services concerned.

ADD **492F** (6) Where the Board receives a request under No. **492D** *a)*, or where the Board receives no reply within ninety days to its request for co-ordination in the case foreseen in No. **492D** *c)*, it shall immediately send a telegram to the administration with which co-ordination is sought. If no reply has been received from that administration within a period of sixty days from the date of despatch of the telegram, it shall be deemed that the administration with which co-ordination was sought shall have undertaken that no complaint will

be made in respect of any harmful interference which may be caused by the station in the fixed or mobile service to the services rendered by its earth station.

ADD **492G** (7) Where necessary, as part of the procedure under No. **492D,** the Board shall assess the probability of harmful interference. In any case, the Board shall inform the administrations concerned of the results obtained.

For Regulations Nos. 493 and 494, there shall be substituted the following Regulations:

MOD **493** § 3B (1) Whatever the means of communication, including telegraph, by which a notice is transmitted to the Board, it shall be considered complete if it contains at least those appropriate basic characterictics specified in Appendix 1.

MOD **494** (2) Complete notices shall be considered by the Board in the order of their receipt.

The following new title is added after No. 499:

ADD **499A** **Sub-Section IIA. Procedure to be followed in the case where the provisions of No. 492A are not applicable**

For Regulation No. 535, there shall be substituted the following Regulation:

MOD **535** § 17 *In applying the provisions of the whole of this Sub-Section,* any resubmitted notice which is received by the Board more than one hundred and eighty days after the date of its return by the Board shall be considered as a new notice.

5—05

After Regulation No. 570, there shall be inserted the following new Regulations:

ADD **570AA** **Sub-Section IIB. Procedure to be followed in the case where the provisions of No. 492A are applicable**

ADD **570AB** § 23A The Board shall examine each notice:

ADD **570AC** *a)* with respect to its conformity with the Convention, the Table of Frequency Allocations and the other provisions of the Radio Regulations (with the exception of those relating to the co-ordination procedure and the probability of harmful interference);

ADD **570AD** *b)* with respect to its conformity with the provisions of No. **492A** relating to the co-ordination of the use of the frequency assignment with the other administrations concerned;

ADD **570AE** *c)* where appropriate, with respect to the probability of harmful interference to the service rendered by an earth receiving station for which a frequency assignment already recorded in the Master Register is in conformity with the provisions of No. **639AS**, and if the corresponding frequency assignment to the space transmitting station has not, in fact, caused harmful interference to any frequency assignment in conformity with No. **501** or **570AC**, as appropriate, previously recorded in the Master Register.

ADD **570AF**§23B Depending upon the findings of the Board subsequent to the examination prescribed in Nos. **570AC**, **570AD** and **570AE**, further action shall be as follows:

ADD **570AG**§23C(1) *Finding unfavourable with respect to No.* **570AC.**

ADD **570AH** (2) Where the notice includes a specific reference to the fact that the station will be operated in accordance with the provisions of No. **115**, the assignment shall be recorded in the Master Register. The date of receipt by the Board of the notice shall be entered in Column 2d.

5—06

ADD **570AI** (3) Where the notice does not include a specific reference to the fact that the station will be operated in accordance with the provisions of No. **115**, it shall be returned immediately by airmail to the notifying administration with the reasons of the Board for this finding and with such suggestions as the Board may be able to offer with a view to the satisfactory solution of the problem.

ADD **570AJ** (4) If the notifying administration resubmits the notice unchanged, it shall be treated in accordance with the provisions of No. **570AI.**

ADD **570AK** (5) If it is resubmitted with a specific reference to the fact that the station will be operated in accordance with the provisions of No. **115,** the assignment shall be recorded in the Master Register. The date of receipt by the Board of the resubmitted notice shall be entered in Column 2d.

ADD **570AL** (6) If the notifying administration resubmits the notice with modifications which, after re-examination, result in a favourable finding by the Board with respect to No. **570AC,** the notice shall be treated under the provisions of Nos. **570AM** to **570AZ.** However, in any subsequent recording of the assignment, the date of receipt by the Board of the resubmitted notice shall be entered in Column 2d.

ADD **570AM** § 23D (1) *Finding favourable with respect to No.* **570AC.**

ADD **570AN** (2) Where the Board finds that the co-ordination procedure mentioned in No. **570AD** has been successfully completed with all administrations whose earth stations may be affected, the assignment shall be recorded in the Master Register. The date of receipt by the Board of the notice shall be entered in Column 2d.

ADD **570AO** (3) Where the Board finds that the co-ordination procedure mentioned in No. **570AD** has not been applied, and the notifying administration requests the Board to effect the required co-ordination, the Board shall take the appropriate action necessary and shall inform the administrations concerned of the results obtained. If the

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Board's efforts are successful, the notice shall be treated in accordance with No. **570AN.** If the Board's efforts are unsuccessful, the notice shall be examined by the Board with respect to the provisions of No. **570AE.**

ADD **570AP** (4) Where the Board finds that the co-ordination procedure mentioned in No. **570AD** has not been applied, and the notifying administration does not request the Board to effect the required co-ordination, the notice shall be returned immediately by airmail to the notifying administration with the reasons of the Board for this action and with such suggestions as the Board may be able to offer with a view to the satisfactory solution of the problem.

ADD **570AQ** (5) Where the notifying administration resubmits the notice and the Board finds that the co-ordination procedure mentioned in No. **570AD** has been successfully completed with all administrations whose earth stations may be affected, the assignment shall be recorded in the Master Register. The date of receipt by the Board of the original notice shall be entered in Column 2d. The date of receipt by the Board of the resubmitted notice shall be entered in the Remarks Column.

ADD **570AR** (6) Where the notifying administration resubmits the notice with a request that the Board effect the required co-ordination, it shall be treated in accordance with the provisions of No. **570AO.** However, in any subsequent recording of the assignment, the date of receipt by the Board of the resubmitted notice shall be entered in the Remarks Column.

ADD **570AS** (7) Where the notifying administration resubmits the notice and states it has been unsuccessful in effecting the co-ordination, it shall be examined by the Board with respect to the provisions of No. **570AE.** However, in any subsequent recording of the assignment, the date of receipt by the Board of the resubmitted notice shall be entered in the Remarks Column.

ADD **570AT**§23E(1) *Finding favourable with respect to Nos.* **570AC** *and* **570AE.**

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ADD **570AU** (2) The assignment shall be recorded in the Master Register. The date of receipt by the Board of the notice shall be entered in Column 2d.

ADD **570AV**§23F(1) *Finding favourable with respect to No.* **570AC** *but unfavourable with respect to No.* **570AE.**

ADD **570AW** (2) The notice shall be returned immediately by airmail to the notifying administration with the reasons of the Board for this finding and with such suggestions as the Board may be able to offer with a view to the satisfactory solution of the problem.

ADD **570AX** (3) Should the notifying administration resubmit the notice with modifications which result, after re-examination, in a favourable finding by the Board with respect to No. **570AE,** the assignment shall be recorded in the Master Register. The date of receipt by the Board of the original notice shall be entered in Column 2d. The date of receipt by the Board of the re-submitted notice shall be indicated in the Remarks Column.

ADD **570AY** (4) Should the notifying administration re-submit the notice, either unchanged, or with modifications which decrease the probability of harmful interference, but not sufficiently to permit the provisions of No. **570AX** to be applied, and should that administration insist upon reconsideration of the notice, but should the Board's finding remain unchanged, the assignment shall be recorded in the Master Register. However, this entry shall be made only if the notifying administration informs the Board that the assignment has been in use for at least one hundred and twenty days without any complaint of harmful interference having been received. The date of receipt by the Board of the original notice shall be entered in Column 2d. The date of receipt by the Board of the advice that no complaint of harmful interference has been received shall be indicated in the Remarks Column.

ADD **570AZ** (5) The period of one hundred and twenty days mentioned in No. **570AY** shall count from:

— the date when the assignment to the station in the fixed or mobile service which received an unfavourable finding

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is brought into use, if the assignment to the earth station is then in use;

— otherwise, from the date when the assignment to the earth station is brought into use.

But if the assignment to the earth station has not been brought into use by the notified date, the period of one hundred and twenty days shall be counted from this date. Allowance may be made for the additional period mentioned in No. **570BG.**

ADD **570BA§23G** (1) *Change in the Basic Characteristics of Assignments already recorded in the Master Register.*

ADD **570BB** (2) A notice of a change in the basic characteristics of an assignment already recorded, as specified in Appendix 1 (except those entered in Columns 3 and 4a of the Master Register), shall be examined by the Board according to Nos. **570AC** and **570AD** and, where appropriate, No. **570AE,** and the provisions of Nos. **570AG** to **570AZ** inclusive applied. Where the change should be recorded, the assignment shall be amended according to the notice.

ADD **570BC** (3) However, in the case of a change in the basic characteristics of an assignment which is in conformity with No. **570AC,** should the Board reach a favourable finding with respect to No. **570AD,** and, where its provisions are applicable, with respect to No. **570AE,** or find that the change does not increase the probability of harmful interference to assignments already recorded, the amended assignment shall retain the original date in Column 2d. In addition, the date of receipt by the Board of the notice relating to the change shall be entered in the Remarks Column.

ADD **570BD§23H** *In applying the provisions of the whole of this Sub-Section,* any resubmitted notice which is received by the Board more than two years after the date of its return by the Board, shall be considered as a new notice.

ADD **570BE§23I** (1) *Recording of Frequency Assignments notified before being brought into use.*

ADD **570BF** (2) If a frequency assignment notified in advance of bringing into use has received a favourable finding by the Board with respect to Nos. **570AC** and **570AD** and, where appropriate, with respect to No. **570AE,** it shall be entered provisionally in the Master Register with a special symbol in the Remarks Column indicating the provisional nature of that entry.

ADD **570BG** (3) If, within the period of thirty days after the projected date of bringing into use, the Board receives confirmation from the notifying administration of the date of putting into use, the special symbol shall be deleted from the Remarks Column. In the case where the Board, in the light of a request from the notifying administration received before the end of the thirty-day period, finds that exceptional circumstances warrant an extension of this period, the extension shall in no case exceed one hundred and fifty days.

ADD **570BH** (4) In the circumstances described in No. **570AY,** and as long as an assignment which received an unfavourable finding cannot be resubmitted as a consequence of the provisions of No. **570AZ,** the notifying administration may ask the Board to enter the assignment provisionally in the Master Register, in which event a special symbol to denote the provisional nature of the entry shall be entered in the Remarks Column. The Board shall delete this symbol when it receives from the notifying administration, at the end of the period specified in No. **570AY,** the information relating to the absence of complaint of harmful interference.

ADD **570BI** (5) If the Board does not receive this confirmation within the period referred to in No. **570BG** or at the end of the period referred to in No. **570BH,** as appropriate, the entry concerned shall be cancelled.

For Regulation No. 572, there shall be substituted the following Regulation:

MOD **572** § 25 The procedure for recording dates in the appropriate part of Column 2 of the Master Register which shall be applied according to the frequency bands and services concerned is described in the following Nos. **573** to **604** for frequency assignments referred to in Sub-Section IIA.

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After Regulation No. 611, there shall be inserted the following new Regulation:

ADD **611A** (6) If harmful interference to the reception of any station whose assignment is in accordance with No. **639AS** is actually caused by the use of a frequency assignment which is not in conformity with No. **501** or **570AC**, the station using the latter frequency assignment must, upon receipt of advice thereof, immediately eliminate this harmful interference.

For Regulations Nos. 613 and 615, there shall be substituted the following Regulations:

MOD **613** (2) The Board, in the light of all the data at its disposal, shall review the matter, taking into account No. **501** or **570AC** and No. **502, 503, 570AD** or **570AE,** as appropriate, and shall render an appropriate finding, informing the notifying administration prior either to the promulgation of its finding or to any recording action.

MOD **615** § 38 (1) After actual use for a reasonable period of an assignment which has been entered in the Master Register on the insistence of the notifying administration, following an unfavourable finding with respect to No. **502, 503** or **570AE,** as appropriate, this administration may request the Board to review the finding. Thereupon the Board shall review the matter, first having consulted the administrations concerned.

ANNEX 6

Addition of a new Article (Article 9A) to the Radio Regulations

The following new Article 9A shall be added to the Radio Regulations after Article 9:

ARTICLE 9A

Notification and Recording in the Master International Frequency Register of Frequency Assignments to Stations in the Space and Radio Astronomy Services

Section I. Notification of Frequency Assignments and Co-ordination Procedure to be Applied in appropriate Cases

ADD

639AA § 1 (1) *Any frequency assignment*[1] to an earth or space station shall be notified to the International Frequency Registration Board:

a) if the use of the frequency concerned is capable of causing harmful interference to any service of another administration; or

b) if the frequency is to be used for international radio-communication; or

c) if it is desired to obtain international recognition of the use of the frequency.

ADD

639AA.1[1] The expression *frequency assignment*, wherever it appears in this Article, shall be understood to refer either to a new frequency assignment or to a change in an assignment already recorded in the Master International Frequency Register (hereinafter called *Master Register*).

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ADD **639AB** (2) Similar notice shall be given for any frequency to be used for the reception of transmissions from earth or space stations by a particular space or earth station in each case where one or more of the conditions specified in No. **639AA** are applicable.

ADD **639AC** (3) Similar notice may be given for any frequency or frequency band to be used for reception by a particular radio astronomy station, if it is desired that such data should be included in the Master Register.

ADD **639AD** § 2 (1) Before an administration notifies to the Board or brings into use any frequency assignment to an earth station, whether for transmitting or receiving, in a particular band allocated with equal rights to the space service and the fixed or the mobile service in the frequency spectrum between one and ten Gc/s, it shall effect co-ordination of the assignment with any other administration whose territory lies wholly or partly within co-ordination distance [1], but only in respect of the fixed or the mobile service. For this purpose it shall send to any other such administration a copy of a diagram drawn to an appropriate scale indicating the location of the earth station and showing the co-ordination distance from the earth station, for the cases of transmission and reception by the earth station, as a function of azimuth and the data on which it is based, including all pertinent details of the proposed frequency assignment, as listed in Appendix 1A, and an indication of the approximate date on which it is planned to begin operations.

ADD **639AD.1** [1] For the purposes of this Article the expression " co-ordination distance " means the distance from an earth station calculated along the lines of the procedures shown in Recommendation No. 1A within which there is a possibility of the use of a given transmitting frequency at this earth station causing harmful interference to stations in the fixed or the mobile service in the frequency spectrum between one and ten Gc/s, sharing the same frequency band, or, as the case may be, of the use of a given frequency for reception at this earth station receiving harmful interference caused by such stations in the fixed or the mobile service.

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ADD **639AE** (2) An administration with which co-ordination is sought under No. **639AD** shall acknowledge receipt of the co-ordination data within thirty days and shall promptly examine the matter to establish:

a) in the case of a frequency assignment to be used for transmitting by the earth station, whether the use would cause harmful interference to the service rendered by its stations in the fixed or the mobile service operating in accordance with the Convention and these Regulations, or to be so operated within the next two years;

b) in the case of a frequency assignment to be used for reception by the earth station, whether harmful interference would be caused to reception at the earth station by the service rendered by its stations in the fixed or the mobile service operating in accordance with the Convention and these Regulations, or to be so operated within the next two years;

and shall, within a further period of thirty days, notify the administration requesting co-ordination of its agreement. If the administration with which co-ordination is sought does not agree it shall, within the same period, send to the administration seeking co-ordination a copy of a diagram drawn to an appropriate scale showing the location of its stations in the fixed or the mobile service which are within the co-ordination distance of the earth transmitting or receiving station, as appropriate, together with all other relevant basic characteristics, and make such suggestions as it may be able to offer with a view to a satisfactory solution of the problem. A copy of these data shall be sent to the Board, as notification within the period specified for such a case in No. **491**.

ADD **639AF** (3) No co-ordination under No. **639AD** is required when an administration proposes:

a) to bring into use an earth station which is located in relation to the territory of any other country, outside the co-ordination distance defined in **639AD.1**;

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b) to change the characteristics of an existing assignment in such a way as not to increase the probability of harmful interference to the stations in the fixed or the mobile service of other administrations;

c) to bring into use an earth station in the band 4 400-4 700 Mc/s or the band 8 100-8 400 Mc/s; or

d) to operate an earth station located on board a ship or aircraft; however, in such a case the operation of this station in a band referred to in No. **639AD**, if the ship or aircraft is within the co-ordination distance with respect to the boundaries of another country, shall be subject to prior agreement between the administrations concerned, in order to avoid harmful interference to the established fixed and mobile services of that country.

ADD **639AG** (4) An administration seeking co-ordination may request the Board to endeavour to effect co-ordination in those cases where:

a) an administration with which co-ordination is sought under No. **639AD** fails to reply within a period of ninety days;

b) there is a disagreement between the administration seeking co-ordination and an administration with which co-ordination is sought as to the probability of harmful interference; or

c) co-ordination between administrations is not possible for any other reason.

In so doing, it shall furnish the Board with the necessary information to enable it to effect such co-ordination.

ADD **639AH** (5) Either the administration seeking co-ordination or an administration with which co-ordination is sought, or the Board, may

request additional information which they may require to assess the probability of harmful interference to the services concerned.

ADD **639AI** (6) Where the Board receives a request under No. **639AG** *a)*, or where the Board receives no reply within ninety days to its request for co-ordination in the case foreseen in No. **639AG** *c)*, it shall immediately send a telegram to the administration with which co-ordination is sought. If no reply has been received from that administration within a period of sixty days from the date of despatch of the telegram, it shall be deemed that the administration with which co-ordination was sought shall have undertaken that no complaint will be made in respect of any harmful interference which may be caused by the earth station to the services rendered by its stations in the fixed or the mobile service.

ADD **639AJ** (7) Where necessary, as part of the procedure under No. **639AG**, the Board shall assess the probability of harmful interference. In any case, the Board shall inform the administrations concerned of the results obtained.

ADD **639AK** § 3 For any notification under No. **639AA**, **639AB**, or **639AC**, an individual notice for each frequency assignment shall be drawn up as prescribed in Appendix 1A, which specifies in Sections B, C, D, E or F the basic characteristics to be furnished, according to the case. It is recommended that the notifying administration should also supply the additional data called for in Section A of that Appendix, together with such further data as it may consider appropriate.

ADD **639AL** § 4 (1) For a frequency assignment to an earth or space station, each notice must reach the Board not earlier than two years before the date on which the assignment is to be brought into use. It must reach the Board in any case not later than one hundred and eighty days before this date, except in the case of assignments in the space research service in bands allocated exclusively to this service or in shared bands in which this service is the sole primary service. In the case of such an assignment in the space research service the notice should, whenever practicable, reach the Board before the date on which the assignment is brought into use, but in any case must reach

the Board not later than thirty days after the date it is actually brought into use.

ADD **639AM** (2) Any frequency assignment to an earth or space station, the notice of which reaches the Board after the applicable period specified in No. **639AL**, shall, where it is to be recorded, bear a remark in the Master Register to indicate that it is not in conformity with No. **639AL**.

Section II. Procedure for the Examination of Notices and the Recording of Frequency Assignments in the Master Register

ADD **639AN** § 5 Any notice which does not contain at least those characteristics specified in Appendix 1A (Sections B, C, D, E, or F, as appropriate) shall be returned by the Board immediately, by airmail, to the notifying administration with the reasons therefor.

ADD **639AO** § 6 Upon receipt of a complete notice, the Board shall include the particulars thereof, with the date of receipt, in the weekly circular referred to in No. **497**, which shall contain the particulars of all such notices received since the publication of the previous circular.

ADD **639AP** § 7 The circular shall constitute the acknowledgment to the notifying administration of the receipt of a complete notice.

ADD **639AQ** § 8 Complete notices shall be considered by the Board in the order of their receipt. The Board shall not postpone the formulation of a finding unless it lacks sufficient data to render a decision in connection therewith; moreover, the Board shall not act upon any notice which has a technical bearing on an earlier notice still under consideration by the Board, until it has reached a finding with respect to such earlier notice.

ADD **639AR** § 9 The Board shall examine each notice:

ADD **639AS** *a)* with respect to its conformity with the Convention, the Table of Frequency Allocations and the other provisions of the Radio Regulations (with the exception of those

relating to the co-ordination procedure and the probability of harmful interference);

ADD **639AT** *b)* where appropriate, with respect to its conformity with the provisions of No. **639AD** relating to the co-ordination of the use of the frequency assignment with the other administrations concerned;

ADD **639AU** *c)* where appropriate, with respect to the probability of harmful interference to the service rendered by a station in the fixed or the mobile service for which a frequency assignment already recorded in the Master Register is in conformity with the provisions of No. **501** or **570AC**, as appropriate, if this frequency assignment has not, in fact, caused harmful interference to any frequency assignment in conformity with No. **639AS** previously recorded in the Master Register.

ADD **639AV** § 10 Depending upon the findings of the Board subsequent to the examination prescribed in Nos. **639AS, 639AT** and **639AU** further action shall be as follows:

ADD **639AW** § 11 (1) *Finding favourable with respect to No.* **639AS** *in cases where the provisions of No.* **639AT** *are not applicable.*

ADD **639AX** (2) The assignment shall be recorded in the Master Register. The date of receipt by the Board of the notice shall be entered in Column 2d.

ADD **639AY** § 12 (1) *Finding unfavourable with respect to No.* **639AS.**

ADD **639AZ** (2) Where the notice includes a specific reference to the fact that the station will be operated in accordance with the provisions of No. **115,** the assignment shall be recorded in the Master Register. The date of receipt by the Board of the notice shall be entered in Column 2d.

ADD **639BA** (3) Where the notice does not include a specific reference to the fact that the station will be operated in accordance with the provisions of No. **115,** it shall be returned immediately by airmail to the

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notifying administration with the reasons of the Board for this finding and with such suggestions as the Board may be able to offer with a view to the satisfactory solution of the problem.

ADD **639BB** (4) If the notifying administration resubmits the notice unchanged, it shall be treated in accordance with the provisions of No. **639BA**. If it is resubmitted with a specific reference to the fact that the station will be operated in accordance with the provisions of No. **115**, or with modifications which, after re-examination, result in a favourable finding by the Board with respect to No. **639AS**, and the provisions of No. **639AT** are not applicable, the assignment shall be recorded in the Master Register. The date of receipt by the Board of the resubmitted notice shall be entered in Column 2d.

ADD **639BC** § 13 (1) *Finding favourable with respect to No.* **639AS** *in cases where the provisions of No.* **639AT** *are applicable.*

ADD **639BD** (2) Where the Board finds that the co-ordination procedure mentioned in No. **639AT** has been successfully completed with all administrations whose fixed or mobile services may be affected, the assignment shall be recorded in the Master Register. The date of receipt by the Board of the notice shall be entered in Column 2d.

ADD **639BE** (3) Where the Board finds that the co-ordination procedure mentioned in No. **639AT** has not been applied, and the notifying administration requests the Board to effect the required co-ordination, the Board shall take the appropriate action necessary and shall inform the administrations concerned of the results obtained. If the Board's efforts are successful, the notice shall be treated in accordance with No. **639BD**. If the Board's efforts are unsuccessful, the notice shall be examined by the Board with respect to the provisions of No. **639AU**.

ADD **639BF** (4) Where the Board finds that the co-ordination procedure mentioned in No. **639AT** has not been applied, and the notifying administration does not request the Board to effect the required co-ordination, the notice shall be returned immediately by airmail to the

notifying administration with the reasons of the Board for this action and with such suggestions as the Board may be able to offer with a view to the satisfactory solution of the problem.

ADD **639BG** (5) Where the notifying administration resubmits the notice and the Board finds that the co-ordination procedure mentioned in No. **639AT** has been successfully completed with all administrations whose fixed or mobile services may be affected, the assignment shall be recorded in the Master Register. The date of receipt by the Board of the original notice shall be entered in Column 2d. The date of receipt by the Board of the resubmitted notice shall be entered in the Remarks Column.

ADD **639BH** (6) Where the notifying administration resubmits the notice with a request that the Board effect the required co-ordination, it shall be treated in accordance with the provisions of No. **639BE**. However, in any subsequent recording of the assignment, the date of receipt by the Board of the resubmitted notice shall be entered in the Remarks Column.

ADD **639BI** (7) Where the notifying administration resubmits the notice and states it has been unsuccessful in effecting the co-ordination, it shall be examined by the Board with respect to the provisions of No. **639AU**. However, in any subsequent recording of the assignment, the date of receipt by the Board of the resubmitted notice shall be entered in the Remarks Column.

ADD **639BJ**§ 14 (1) *Finding favourable with respect to Nos.* **639AS** *and* **639AU**.

ADD **639BK** (2) The assignment shall be recorded in the Master Register. The date of receipt by the Board of the notice shall be entered in Column 2d.

ADD **639BL**§ 15 (1) *Finding favourable with respect to No.* **639AS** *but unfavourable with respect to No.* **639AU**.

ADD **639BM** (2) The notice shall be returned immediately by airmail to the notifying administration with the reasons of the Board for this finding and with such suggestions as the Board may be able to offer with a view to the satisfactory solution of the problem.

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ADD **639BN** (3) Should the notifying administration resubmit the notice with modifications which result, after re-examination, in a favourable finding by the Board with respect to No. **639AU**, the assignment shall be recorded in the Master Register. The date of receipt by the Board of the original notice shall be entered in Column 2d. The date of receipt by the Board of the resubmitted notice shall be indicated in the Remarks Column.

ADD **639BO** (4) Should the notifying administration resubmit the notice either unchanged, or with modifications which decrease the probability of harmful interference, but not sufficiently to permit the provisions of No. **639BN** to be applied, and should that administration insist upon reconsideration of the notice, but should the Board's finding remain unchanged, the assignment shall be recorded in the Master Register. However, this entry shall be made only if the notifying administration informs the Board that the assignment has been in use for at least one hundred and twenty days without any complaint of harmful interference having been received. The date of receipt by the Board of the original notice shall be entered in Column 2d. The date of receipt by the Board of the advice that no complaint of harmful interference has been received shall be indicated in the Remarks Column.

ADD **639BP** (5) The period of one hundred and twenty days mentioned in No. **639BO** shall count from:

— the date when the assignment to the earth station which received an unfavourable finding is brought into use, if the assignment to the station in the fixed or the mobile service is then in use;

— otherwise, from the date when the assignment to the station in the fixed or the mobile service is brought into use.

But if the assignment to the station in the fixed or mobile service has not been brought into use by the notified date, the period of one hundred and twenty days shall be counted from this date. Allowance may be made for the additional period mentioned in No. **639BY**.

ADD **639BQ** § 16 (1) *Notices relating to radio astronomy stations.*

ADD **639BR** (2) A notice relating to a radio astronomy station shall not be examined by the Board with respect to No. **639AT** or **639AU**. Whatever the finding, the assignment shall be recorded in the Master Register with a date in Column 2c. The date of receipt by the Board of the notice shall be recorded in the Remarks Column.

ADD **639BS** § 17 (1) *Change in the basic characteristics of assignments already recorded in the Master Register.*

ADD **639BT** (2) A notice of a change in the basic characteristics of an assignment already recorded, as specified in Appendix 1A (except the call sign, the name of the station or the name of the locality in which it is situated) shall be examined by the Board according to No. **639AS**, and, where appropriate, No. **639AT** or **639AU**, and the provisions of No. **639AW** to **639BR** inclusive applied. Where the change should be recorded, the assignment shall be amended according to the notice.

ADD **639BU** (3) However, in the case of a change in the characteristics of an assignment which is in conformity with No. **639AS**, should the Board reach a favourable finding with respect to No. **639AT** or **639AU**, where these provisions apply, or find that the change does not increase the probability of harmful interference to assignments already recorded, the amended assignment shall retain the original date in Column 2d. The date of receipt by the Board of the notice relating to the change shall be entered in the Remarks Column.

ADD **639BV** § 18 *In applying the provisions of the whole of this Section*, any resubmitted notice which is received by the Board more than two years after the date of its return by the Board, shall be considered as a new notice.

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ADD **639BW** § 19 (1) *Recording of Frequency Assignments notified before being brought into use.*

ADD **639BX** (2) If a frequency assignment notified in advance of bringing into use has received a favourable finding by the Board with respect to No. **639AS** and, where appropriate, No. **639AT** or **639AU,** it shall be entered provisionally in the Master Register with a special symbol in the Remarks Column indicating the provisional nature of that entry.

ADD **639BY** (3) If, within the period of thirty days after the projected date of bringing into use, the Board receives confirmation from the notifying administration of the date of putting into use, the special symbol shall be deleted from the Remarks Column. In the case where the Board, in the light of a request from the notifying administration received before the end of the thirty-day period, finds that exceptional circumstances warrant an extension of this period, the extension shall in no case exceed one hundred and fifty days.

ADD **639BZ** (4) In the circumstances described in No. **639BO,** and as long as an assignment which received an unfavourable finding cannot be resubmitted as a consequence of the provisions of No. **639BP,** the notifying administration may ask the Board to enter the assignment provisionally in the Master Register, in which event a special symbol to denote the provisional nature of the entry shall be entered in the Remarks Column. The Board shall delete this symbol when it receives from the notifying administration, at the end of the period specified in No. **639BO,** the information relating to the absence of complaint of harmful interference.

ADD **639CA** (5) If the Board does not receive this confirmation within the period referred to in No. **639BY** or at the end of the period referred to in No. **639BZ,** as appropriate, the entry concerned shall be cancelled.

Section III. Recording of Findings in the Master Register

ADD **639CB** § 20 In any case where a frequency assignment is recorded in the Master Register, the finding reached by the Board shall be indicated by a symbol in Column 13a. In addition, a remark indicating the reasons for any finding shall be inserted in the Remarks Column.

Section IV. Categories of Frequency Assignments

ADD **639CC** § 21 (1) The date in Column 2c shall be the date of putting into use notified by the administration concerned. It is given for information only.

ADD **639CD** (2) If harmful interference to the reception of any station whose assignment is in accordance with No. **501**, **570AC** or **639AS** as appropriate, is actually caused by the use of a frequency assignment which is not in conformity with No. **639AS**, the station using the latter frequency assignment must, upon receipt of advice thereof, immediately eliminate this harmful interference.

Section V. Reviews of Findings

ADD **639CE** § 22 (1) The review of a finding by the Board may be undertaken:

— at the request of the notifying administration,

— at the request of any other administration interested in the question, but only on the grounds of actual harmful interference,

— on the initiative of the Board itself when it considers this is justified.

ADD **639CF** (2) The Board, in the light of all the data at its disposal, shall review the matter, taking into account No. **639AS** and No. **639AT** or **639AU**, where these latter provisions apply, and shall render an appropriate finding, informing the notifying administration prior either to the promulgation of its finding or to any recording action.

ADD **639CG** § 23 (1) After actual use for a reasonable period of an assignment which has been entered in the Master Register on the insistence of the notifying administration, following an unfavourable finding with respect to No. **639AU**, this administration may request the Board to review the finding. Thereupon the Board shall review the matter, having first consulted the administrations concerned.

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ADD **639CH** (2) If the finding of the Board is then favourable, it shall enter in the Master Register the changes that are required so that the entry shall appear in the future as if the original finding had been favourable.

ADD **639CI** (3) If the finding with regard to the probability of harmful interference remains unfavourable, no change shall be made in the original entry.

Section VI. Modification, Cancellation and Review of Entries in the Master Register

ADD **639CJ** § 24 In case of permanent discontinuance of the use of any recorded frequency assignment, the notifying administration shall inform the Board within ninety days of such discontinuance, whereupon the entry shall be removed from the Master Register.

ADD **639CK** § 25 Whenever it appears to the Board from the information available that a recorded assignment has not been brought into regular operation in accordance with the notified basic characteristics, or is not being used in accordance with those basic characteristics, the Board shall consult the notifying administration and, subject to its agreement, shall either cancel or suitably modify the entry.

ADD **639CL** § 26 If, in connection with an enquiry by the Board under No. **639CK**, the notifying administration has failed to supply the Board within ninety days with the necessary or pertinent information, the Board shall make suitable entries in the Remarks Column of the Master Register to indicate the situation.

Section VII. Studies and Recommendations

ADD **639CM** § 27 (1) If it is requested by any administration, and if the circumstances appear to warrant, the Board, using such means at its disposal as are appropriate in the circumstances, shall conduct a study of cases of alleged contravention or non-observance of these Regulations, or of harmful interference.

ADD **639CN** (2) The Board shall thereupon prepare and forward to the administration concerned a report containing its finding and recommendations for the solution of the problem.

ADD **639CO** § 28 In a case where, as a result of a study, the Board submits to one or more administrations suggestions or recommendations for the solution of a problem, and where no answer has been received from one or more of these administrations within a period of ninety days, the Board shall consider that the suggestions or recommendations concerned are unacceptable to the administrations which did not answer. If it was the requesting administration which failed to answer within this period, the Board shall close the study.

Section VIII. Miscellaneous Provisions

ADD **639CP** § 29 The technical standards of the Board shall be based upon the relevant provisions of these Regulations and the Appendices thereto, the decisions of Administrative Conferences of the Union as appropriate, and the Recommendations of the C.C.I.R.

ADD **639CQ** § 30 The Board shall promulgate to administrations its findings and reasons therefor, together with all changes made to the Master Register, through the weekly circular referred to in No. **497**.

ADD **639CR** § 31 In case a Member or Associate Member of the Union avails itself of the provisions of Article 27 of the Convention, the Board shall, upon request, make its records available for such proceedings as are prescribed in the Convention for the settlement of international disputes.

ANNEX 7

Revision of Article 14 of the Radio Regulations

Article 14 of the Radio Regulations shall be amended as follows :

For Regulation No. 695 there shall be substituted the following Regulation :

MOD **695** § 3 In order to avoid interference:

— locations of transmitting stations and, where the nature of the service permits, locations of receiving stations shall be selected with particular care;

— radiation in and reception from unnecessary directions shall be minimized, where the nature of the service permits, by taking the maximum practical advantage of the properties of directional antennae;

— the choice and use of transmitters and receivers shall be in accordance with the provisions of Article 12 ;

— space stations shall be fitted with appropriate devices to quickly terminate their radio emissions whenever required to do so under the provisions of these Regulations.

7—01

33-259 O-64-64

ANNEX 8

Revision of Article 15 of the Radio Regulations

Article 15 of the Radio Regulations shall be amended as follows :

After Regulation No. 711, there shall be inserted the following new Regulations :

ADD **711A** § 8A When the service rendered by an earth station suffers interference, the administration having jurisdiction of the receiving station experiencing the interference may also approach directly the administration having jurisdiction over the interfering station.

ADD **711B** § 8B When cases of harmful interference occur as a result of emissions from space stations, the administrations concerned shall, upon request from the administration having jurisdiction over the station experiencing the interference, furnish current ephemeral data necessary to allow calculation of the positions of the space station.

8—01

ANNEX 9

Revision of Article 19 of the Radio Regulations

Article 19 of the Radio Regulations shall be amended as follows:

For Regulation No. 735.1 there shall be substituted the following Regulation:

MOD **735.1** 1 In the present state of the technique, it is recognized nevertheless that the transmission of identifying signals for certain radio systems (e.g. radiodetermination, radio relay systems and space systems) is not always possible.

After Regulation No. 737, there shall be inserted the following new Regulation:

ADD **737A** § 2A In the event that the transmission of identification signals by a space station is not possible, that station shall be identified by specifying the angle of inclination of the orbit, the period of the object in space and the altitudes of apogee and perigee of the space station in kilometres. In the case of a space station on board a stationary satellite, the mean geographical longitude of the projection of the satellite's position on the surface of the Earth shall be specified. (See Appendix 1A.)

After Regulation No. 773, there shall be inserted the following new Regulation:

ADD *Stations in the Space Service*

ADD **773A** § 21A When call signs for stations in the space service are employed, it is recommended that they consist of:

— two letters followed by two or three digits (other than the digits 0 and 1 in cases where they immediately follow a letter). (See also No. **737A.**)

9—01

ANNEX 10

Revision of Article 20 of the Radio Regulations

Article 20 of the Radio Regulations shall be amended as follows :

For Regulation No. 808, there shall be substituted the following Regulation :

MOD **808** (VII) *List VII. Alphabetical List of Call Signs Assigned from the International Series to Stations Included in Lists I to VI and VIIIA.*

After Regulation No. 811, there shall be inserted the following new Regulation :

ADD **811A** (VIIIA) *List VIIIA. List of Stations in the Space Service and in the Radio Astronomy Service.*

This list shall contain particulars of earth and space stations and of radio astronomy stations. In this list, each class of station shall occupy a special section.

For Regulation No. 815, there be substituted the following Regulation :

MOD **815** § 2 (1) The Secretary-General shall publish the amendments to be made in the documents listed in Nos. **790** to **814** inclusive. Once a month administrations shall inform him, in the form shown for the lists themselves in Appendix 9, of the additions, modifications or deletions to be made in Lists IV, V and VI using for this purpose the appropriate symbols shown in Appendix 10. Furthermore, in order to make the necessary additions, modifications and deletions to Lists I, II, III and VIIIA, he shall use the data provided by the International Frequency Registration Board, obtained from the information received in application of the provisions of Articles 9, 9A and 10. He shall make the requisite amendments to List VII by using the data he has received for Lists I to VI and VIIIA.

After Regulation No. 829, there shall be inserted the following new Regulation :

ADD

829A § 10A The List of Stations in the Space Service and in the Radio Astronomy Service (List VIIIA) shall be republished at intervals to be determined by the Secretary-General. Recapitulative supplements shall be published every six months.

For Regulation No. 831, there shall be substituted the following Regulation :

MOD

831 § 12 (1) The forms in which the Lists I to VI inclusive, the Lists VIII and VIIIA and the Radiocommunication Statistics are to be prepared are given in Appendix 9. Information concerning the use of these documents shall be given in the Prefaces thereto. Each entry shall include the appropriate symbol, as shown in Appendix 10, to designate the category of station concerned. Additional symbols, where necessary, may be selected by the Secretary-General, any such new symbols being notified by the Secretary-General to administrations.

10—02

ANNEX 11

Revision of Appendix 1 of the Radio Regulations

Appendix 1 of the Radio Regulations shall be amended as follows:

NOC **Section A. Basic Characteristics to be Furnished for Notification under No. 486 of the Regulations**

MOD *Column 5a* Locality(ies) or area(s) with which communication is established.

This is not a basic characteristic for land, radionavigation land, radiolocation land or standard frequency stations, or for ground-based stations in the meteorological aids service.

MOD *Column 5b* Length of circuit (km)

This is a basic characteristic only for land, radionavigation land, radiolocation land and standard frequency stations.

MOD Supplementary information: reference frequency or frequencies, if any, and any co-ordination required by No. **492A.**

NOC **Section B. Basic Characteristics to be Furnished for Notification under No. 487 of the Regulations**

MOD *Column 4b* Country in which the receiving land station is located.

MOD *Column 4c* Longitude and latitude of the site of the receiving land station.

MOD *Column 5a* Name of the receiving land station.

MOD *Column 5b* Maximum distance in km between mobile stations and the receiving land station.

11—01

MOD	*Column 6*	Class of mobile stations and nature of service.
MOD	*Column 7*	Class of emission of mobile stations and necessary bandwidth.
MOD	*Column 8*	Highest power used by the mobile stations.
MOD	*Column 10*	Maximum hours of operation of the mobile stations (G.M.T.)
ADD	Supplementary information: any co-ordination required by No. **492A.**	

Title not modified	**Section C.**	
ADD	Supplementary information: any co-ordination required by No. **492A.**	

Title not modified	**Section E. II**	
MOD	*Column 4b (reception)*	The country in which the receiving land station is located.
MOD	*Column 4c (reception)*	The geographical co-ordinates (in degrees and minutes) of the site of the receiving land station.
MOD	*Column 5a (para. 3)*	For land, radionavigation land, radiolocation land and standard frequency stations, and ground-based stations in the meteorological aids service, it is not necessary to indicate any information in this column.
MOD	*Column 5a para. 5*	For reception in the circumstances described in No. **487,** the name of the locality by which the receiving land station is known or in which it is situated should be indicated.
MOD	*Column 5b para. 2*	For reception in the circumstances described in No. **487,** the maximum distance between the mobile stations and the receiving land station should be indicated.

11—02

MOD	*Column 5b para. 3*	This information is not a basic characteristic *except in the case of paragraph 2 above, and in the case of land, radionavigation land, radiolocation land and standard frequency stations. In these latter cases, the distances shown shall represent the service ranges.*
MOD	*Column 6 para. 2*	When the frequency assignment is used for reception in the circumstances described in No. **487**, the class of station and nature of service applicable to the mobile stations should be indicated.
MOD	*Column 7 para. 2*	When the frequency assignment is used for reception in the circumstances described in No. **487**, the particulars to be indicated are those applicable to the mobile stations.
MOD	*Column 8 para. 5*	When the frequency assignment is used for reception in the circumstances described in No. **487**, the power of the mobile stations should be indicated. If not all of the stations use the same power, the highest power should be indicated.
MOD	*Column 10 para. 1*	When the frequency assignment is used for reception in the circumstances described in No. **487** the maximum hours of operation are those relating to the mobile stations.
Title not modified	*Supplementary information*	
MOD	*para. 5*	*Only the information specified in paragraph 3 above is a basic characteristic; it is recommended, however, that the information under paragraphs 1 and 2 above be supplied. However, in the case of stations in the fixed or mobile service referred to in No.* **492A**, *the name of any administration with which co-ordination of the use of the frequency has been sought and the name of any administration with which such co-ordination has been effected are basic characteristics.*

11—03

ANNEX 12

Addition of a new Appendix to the Radio Regulations

The following new Appendix 1A shall be added to the Radio Regulations following Appendix 1.

APPENDIX 1A

Notices Relating to Stations in the Space and Radio Astronomy Services

(See Article 9 A)

Section A. General Instructions

1. A separate notice in a form convenient to the notifying administration shall be sent to the International Frequency Registration Board for notifying:

— each new frequency assignment,

— any change in the characteristics of a frequency assignment recorded in the Master International Frequency Register (hereinafter called the Master Register),

— any total deletion of a frequency assignment recorded in the Master Register.

2. When submitting notices under No. **639AA** for earth and space transmitting assignments and under No. **639AB** for space and earth receiving assignments, separate notices shall be submitted to the Board. In the case of a passive satellite system, only earth transmitting and receiving assignments shall be notified.

3. In the case of a satellite system employing multiple space stations with the same general characteristics:

— for stationary satellites, a separate notice shall be submitted for each space station; and

— for non-stationary satellites, one notice covering all the space stations may be submitted.

4. The following information should be shown on the notice:

a) the serial number of the notice and the date on which the notice is sent to the Board;

b) the name of the notifying administration;

c) sufficient data to identify the particular satellite system in which the earth or space station will operate;

d) whether the notice reflects

1) the first use of a frequency by a station,

2) the first use of an additional frequency by a station,

3) a change in the characteristics of a frequency assignment recorded in the Master Register (indicate whether the change is a replacement, addition or deletion of existing characteristics), or

4) a deletion of an assignment in all of its notified characteristics;

e) any other information which the administration considers to be relevant, e.g., any special channelling arrangements or methods of modulation, the degree of terrain shielding throughout all azimuthal angles for the earth stations, an indication that the assignment concerned would be operating in accordance with No. **115**, information concerning the use of the notified frequency if such use is restricted, or, in the case of notices pertaining to space stations, if the transmissions of the station are to be permanently switched off after a certain period.

Section B. Basic Characteristics to be furnished in Notices relating to Frequencies used by Earth Stations for transmitting

Item 1 Assigned frequency

Indicate the assigned frequency as defined in Article 1, in kc/s up to 30 000 kc/s inclusive, and in Mc/s above 30 000 kc/s.

12—02

Item 2 Date of putting into use

a) In the case of a new assignment, indicate the date (actual or foreseen, as appropriate) of putting the frequency assignment into use.

b) Whenever the assignment is changed in any of its basic characteristics, as shown in this Section (except in the case of a change in *Items 3* or *4a*), the date to be given shall be that of the latest change (actual or foreseen, as appropriate).

Item 3 Call sign (Identification)

Indicate the call sign or other identification used in accordance with Article 19.

Item 4 Identity and location of the earth station

a) Indicate the name by which the station is known or the name of the locality in which it is situated.

b) Indicate the country in which the station is located. Symbols from the Preface to the International Frequency List should be used.

c) Indicate the geographical co-ordinates (in degrees and minutes) of the transmitter site.

Item 5 Station(s) with which communication is to be established

Identify the associated receiving space station(s) by reference to the notification thereof or in any other appropriate manner, or, in the case of a passive satellite, the identity of the satellite and the location of the receiving earth station(s).

Item 6 Class of station and nature of service

Indicate the class of station and nature of service performed, using the symbols shown in Appendix 10.

Item 7 Class of emission, necessary bandwidth and description of transmission

a) Indicate the class of emission, necessary bandwidth and description of transmission, in accordance with Article 2 and Appendix 5.

b) In any case where there are one or more reference frequencies in a particular emission, indicate such frequencies.

Item 8 Power (kW)

The power supplied to the antenna shall be notified as follows, according to the class of emission:

— Mean power (Pm) for amplitude modulated emissions using unkeyed full carrier, and for all frequency modulated emissions (see No. **96**);

— Peak envelope power (Pp) for all classes of emission other than those referred to above. (See No. **95**.)

Item 9 Transmitting antenna characteristics

a) Indicate in degrees from the horizontal plane the planned minimum operating angle of elevation of the antenna.

b) Indicate in degrees, clockwise from True North, the planned range of azimuthal angles.

c) Indicate the beamwidth, in degrees, between the half power points (describe in detail if not symmetrical).

d) Indicate the isotropic gain (db) of the antenna in the direction of maximum radiation (see No. **100**).

e) Indicate the maximum isotropic gain (db) of the antenna in the horizontal plane with the antenna at any angle of elevation above the minimum angle of elevation (see No. **100**).

12—04

f) Indicate the height (metres) of the antenna above mean sea level.

Item 10 Maximum hours of operation

Indicate in G.M.T. the maximum hours of operation on the frequency shown in *Item 1.*

Item 11 Co-ordination

Indicate the name of any administration with which co-ordination has been effected for the use of this frequency, and, if appropriate, the name of any administration with which co-ordination has been sought but not effected.

Item 12 Operating Administration or Company

Indicate the identity of the operating administration or company and the postal and telegraphic addresses of the administration to which communication should be sent on urgent matters regarding interference, quality of emissions and questions referring to the technical operation of stations (see Article 15).

Section C. Basic Characteristics to be furnished in Notices relating to Frequencies to be received by Earth Stations

Item 1 Assigned frequency

Indicate the assigned frequency of the emission to be received, as defined in Article 1, in kc/s up to 30 000 kc/s inclusive, and in Mc/s above 30 000 kc/s.

Item 2 Date of putting into use

a) In the case of a new assignment indicate the date (actual or foreseen, as appropriate) when reception of the assigned frequency begins.

b) Whenever the assignment is changed in any of its basic characteristics, as shown in this Section (except in the case of a change in *Item 3a*), the date to be given shall be that of the latest change (actual or foreseen, as appropriate).

Item 3 Identity and location of the receiving earth station

a) Indicate the name by which the receiving earth station is known or the name of the locality in which it is situated.

b) Indicate the country in which the receiving earth station is located. Symbols from the Preface to the International Frequency List should be used.

c) Indicate the geographical co-ordinates (in degrees and minutes) of the receiver site.

Item 4 Associated transmitting station(s)

Identify the associated transmitting space station(s) by reference to the notification thereof or in any other appropriate manner, or, in the case of a passive satellite, the identity of the satellite(s) and the associated transmitting earth station(s).

Item 5 Class of station and nature of service

Indicate the class of station and nature of service performed using the symbols shown in Appendix 10.

Item 6 Class of emission, necessary bandwidth and description of the transmission to be received

a) Indicate the class of emission, necessary bandwidth and description of the transmission to be received, in accordance with Article 2 and Appendix 5. Indicate also the over-all receiver bandwidth at which the receiver response is 6 db below maximum.

b) In any case where there are one or more reference frequencies in a particular received emission, indicate such frequencies.

Item 7 Earth station receiving antenna characteristics

a) Indicate in degrees from the horizontal plane the planned minimum operating angle of elevation of the antenna.

12—06

b) Indicate in degrees, clockwise from True North, the planned range of azimuthal angles.

c) Indicate the beamwidth, in degrees, between the half power points (describe in detail if not symmetrical).

d) Indicate the isotropic gain (db) of the antenna in the direction of the main lobe (see No. **100**).

e) Indicate the maximum isotropic gain (db) of the antenna in the horizontal plane with the antenna at any angle of elevation above the minimum angle of elevation (see No. **100**).

f) Indicate the height (metres) of the antenna above mean sea level.

Item 8 Maximum hours of reception

Indicate in G.M.T. the maximum hours of reception of the frequency shown in *Item 1*.

Item 9 Co-ordination

Indicate the name of any administration with which co-ordination has been effected for the use of the frequency, and, if appropriate, the name of any administration with which co-ordination has been sought but not effected.

Item 10 Noise temperature

Indicate the over-all receiving system operating noise temperature (°K) under " quiet sky " conditions at the planned minimum operating angle of elevation of the antenna.

Item 11 Operating Administration or Company

Indicate the identity of the operating administration or company and the postal and telegraphic addresses of the administration to which communication should be sent on urgent matters regarding interference and questions referring to the technical operation of stations (see Article 15).

12—07

Section D. Basic Characteristics to be furnished in Notices relating to Frequencies used by Space Stations for transmitting

Item 1 Assigned frequency

Indicate the assigned frequency as defined in Article 1, in kc/s up to 30 000 kc/s inclusive, and in Mc/s above 30 000 kc/s.

Item 2 Date of putting into use

a) In the case of a new assignment, indicate the date (actual or foreseen, as appropriate) of putting the frequency assignment into use.

b) Whenever the assignment is changed in any of its basic characteristics, as shown in this Section (except in the case of a change in *Item 3* or *4)*, the date to be given shall be that of the latest change (actual of foreseen, as appropriate).

Item 3 Call sign (Identification)

Indicate the call sign or other identification used in accordance with Article 19.

Item 4 Identity of the space station(s)

Indicate the identity of the space station(s).

Item 5 Area of coverage

Indicate the area of intended coverage or the name of the locality and country in which the associated receiving station(s) is located.

Item 6 Orbital information

Indicate, where applicable, the angle of inclination of the orbit, the period of the object in space and the altitudes of apogee and perigee of the space station(s) in kilometres. In the case of a space station aboard a stationary satellite, indicate the

mean geographical longitude of the projection of the satellite's position on the surface of the Earth.

Item 7 Class of station and nature of service

Indicate the class of station and nature of service performed, using the symbols shown in Appendix 10.

Item 8 Class of emission, necessary bandwidth and description of transmission

a) Indicate the class of emission, necessary bandwidth and description of transmission, in accordance with Article 2 and Appendix 5.

b) In any case where there are one or more reference frequencies in a particular emission, indicate such frequencies.

Item 9 Power (Watts)

The power supplied to the antenna shall be notified as follows, according to the class of emission:

— Mean power (Pm) for amplitude modulated emissions using unkeyed full carrier, and for all frequency modulated emissions (see No. **96**).

— Peak envelope power (Pp) for all classes of emission other than those referred to above (see No. **95**).

Item 10 Transmitting antenna characteristics

a) Indicate the beamwidth, in degrees, between the half power points (describe in detail if not symmetrical).

b) Indicate the isotropic gain (db) of the antenna in the direction of maximum radiation (see No. **100**).

c) For a stationary satellite employing directional antennas, indicate the point on the Earth's surface towards which the antenna is directed and the accuracy of maintaining this direction.

Item 11 Maximum hours of operation

Indicate in G.M.T. the maximum hours of operation on the frequency shown in *Item 1*

Item 12 Number of space stations

In the case of non-stationary satellites, indicate the number of space stations covered by the notice.

Item 13 Operating Administration or Company

Indicate the identity of the operating administration or company and the postal and telegraphic addresses of the administration to which communication should be sent on urgent matters regarding interference, quality of emissions and questions referring to the technical operation of stations (see Article 15).

Section E. Basic characteristics to be furnished in Notices relating to Frequencies to be received by Space Stations

Item 1 Assigned frequency

Indicate the assigned frequency of the emission to be received, as defined in Article 1, in kc/s up to 30 000 kc/s inclusive, and in Mc/s above 30 000 kc/s.

Item 2 Date of putting into use

a) In the case of a new assignment indicate the date (actual or foreseen, as appropriate) when reception of the assigned frequency begins.

b) Whenever the assignment is changed in any of its basic characteristics, as shown in this Section (except in the case of a change in *Item 3*), the date to be given shall be that of the latest change (actual or foreseen, as appropriate).

Item 3 Identity of the receiving space station(s)

Indicate the identity of the receiving space station(s).

Item 4 Orbital information

Indicate, where applicable, the angle of inclination of the orbit, the period of the object in space and the altitudes of apogee and perigee of the space station(s) in kilometres. In the case of a space station on board a stationary satellite indicate the mean geographical longitude of the projection of the satellite's position on the surface of the Earth.

Item 5 Associated transmitting earth station(s)

Identify the associated transmitting earth station(s) by reference to the notification thereof or in any other appropriate manner.

Item 6 Class of station and nature of service

Indicate the class of station and nature of service performed, using the symbols shown in Appendix 10.

Item 7 Class of emission, necessary bandwidth and description of the transmission(s) to be received

a) Indicate the class of emission, necessary bandwidth and description of the transmission(s) to be received, in accordance with Article 2 and Appendix 5. Indicate also the over-all receiver bandwidth at which the receiver response is 6 db below maximum. In the case of a communication-satellite space station, designed

to receive as a composite signal two or more emissions in contiguous channels and transmitted from one or more earth stations, the description should state the number of such emissions, the spacing between their assigned frequencies and the total bandwidth collectively encompassed by them.

b) In any case where there are one or more reference frequencies in a particular received emission, indicate such frequencies.

Item 8 Space station receiving antenna characteristics

a) Indicate the beamwidth in degrees, between the half power points (describe in detail if not symmetrical).

b) Indicate the isotropic gain (db) of the antenna in the direction of the main lobe (see No. **100**).

c) For a stationary satellite employing directional antennas, indicate the point on the Earth's surface towards which the antenna is directed and the accuracy of maintaining this direction.

Item 9 Maximum hours of reception

Indicate in G.M.T. the maximum hours of reception of the frequency shown in *Item 1*.

Item 10 Number of space stations

In the case of non-stationary satellites, indicate the number of space stations covered by the notice.

Item 11 Noise temperature

Indicate the over-all receiving system operating noise temperature (°K).

Item 12 Operating Administration or Company

Indicate the identity of the operating administration or company and the postal and telegraphic addresses of the administration to which communication should be sent on urgent matters regarding interference and questions referring to the technical operation of stations (see Article 15).

12—12

Section F. Basic Characteristics to be furnished in Notices relating to Frequencies to be received by Radio Astronomy Stations

Item 1 Observed frequency

Indicate the centre of the frequency band observed, in kc/s up to 30 000 kc/s inclusive, and in Mc/s above 30 000 kc/s.

Item 2 Date of putting into use

a) Indicate the date (actual or foreseen, as appropriate) when reception of the frequency band begins.

b) Whenever there is a change in any of the basic characteristics, as shown in this Section (except in the case of a change in *Item 3b*), the date to be given shall be that of the latest change (actual or foreseen, as appropriate).

Item 3 Name and location of the station

a) Indicate the letters " RA ".

b) Indicate the name by which the station is known or the name of the locality in which it is situated or both.

c) Indicate the country in which the station is located. Symbols from the Preface to the International Frequency List should be used.

d) Indicate the geographical co-ordinates (in degrees and minutes) of the station site.

Item 4 Bandwidth

Indicate the width of the frequency band observed by the station.

Item 5 Antenna characteristics

Indicate the antenna type and dimensions, effective area and angular coverage in azimuth and elevation.

Item 6 Maximum hours of reception

Indicate in G.M.T. the maximum hours of reception of the frequency band shown in *Item 1.*

Item 7 Noise temperature

Indicate the over-all receiving system noise temperature (°K).

Item 8 Class of observations

Indicate the class of observations to be taken on the frequency band shown in *Item 1.* Class A observations are those in which the sensitivity of the equipment is not a primary factor. Class B observations are those of such a nature that they can be made only with advanced low-noise receivers using the best techniques.

Item 9 Operating Administration or Company

Indicate the identity of the operating administration or company and the postal and telegraphic addresses of the administration to which communication should be sent on urgent matters regarding interference and questions referring to the technical operation of stations (see Article 15).

ANNEX 13

Revision of Appendix 9 to the Radio Regulations

Appendix 9 to the Radio Regulations shall be modified as follows:

After List VIII, there shall be inserted the following new List.

List VIII A. — List of Stations in the Space Service and in the Radio Astronomy Service [1]

1 — Communication-satellite earth stations

Names of the countries notifying the stations in alphabetical order of country symbol.
Names of stations in alphabetical order.

Name by which the station is known or the name of the locality in which it is situated	Geographical co-ordinates (in degrees and minutes) of the transmitter site	Call sign (identification)	Transmission				Reception						Identity of the station(s) with which communication is to be established	Operating administration or company	Remarks
			Telecommand where appropriate		Communications		Telemetering		Tracking		Communications				1. Special channelling arrangements for: *a)* telegraphy *b)* telephony *c)* other types of communication, as appropriate 2. Special methods of modulation
			Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth, and description of transmission	Frequency (Mc/s or Gc/s)	Power (kW)	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth, and description of transmission	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth, and description of transmission	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission			
1	2	3	4a	4b	4c	5a	5b	5c	6a	6b	7a	7b	8a	8b	9	10	11

[1] For the cases where these data must be supplied, see Nos. **639AA**, **639AB** and **639AC**.

2 — Communication-satellite space stations

Names of the countries notifying the stations in alphabetical order of country symbols.
Names of stations by alphabetical and/or numerical order of designation of station.

Identity of the station	Call sign (identification)	Transmission									Reception				Area of coverage or name of the locality and country in which the associated receiving station(s) is located	Operating administration or company	Remarks
		Telemetering			Tracking			Communications			Telecommand where appropriate		Communications				
		Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Power (Watts)	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Power (Watts)	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Power (Watts)	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission			1. Orbital information *a)* angle of inclination of the orbit *b)* period of the object in space *c)* altitude of apogee (km) *d)* altitude of perigee (km) *e)* in the case of a stationary satellite, the mean geographical longitude of the projection of the satellite's position on the surface of the Earth. 2. Special channelling arrangements for: *a)* telegraphy *b)* telephony *c)* other types of communication, as appropriate. 3. Special methods of modulation.
1	2	3a	3b	3c	4a	4b	4c	5a	5b	5c	6a	6b	7a	7b	8	9	10

3 — Meteorological-satellite earth stations

Names of the countries notifying the stations in alphabetical order of country symbols.
Names of stations in alphabetical order.

1	Name by which the station is known or the name of the locality in which it is situated												
2	Geographical co-ordinates (in degrees and minutes) of the transmitter site												
3	Call sign (identification)												
		Transmission			Reception								Remarks
				Telecommand where appropriate			Telemetering		Tracking		Reception of meteorological information		
		4a	4b	4c	5a	5b	6a	6b	7a	7b	8	9	10
		Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Power (kW)	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Identity of the station(s) with which communication is to be established	Operating administration or company	Special methods of modulation

4 — Meteorological-satellite space station

Names of the countries notifying the stations in alphabetical order of country symbols.
Names of stations by alphabetical and/or numerical order of designation of station.

Identity of the Station	Call sign (identification)	Transmission									Reception		Area of coverage or the name of the locality and country in which the associated receiving station(s) is located	Operating administration or company	Remarks
		Telemetering			Tracking			Transmission of meteorological information			Telecommand where appropriate				
		Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Power (Watts)	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Power (Watts)	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Power (Watts)	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission			1. Orbital information: *a)* angle of inclination of the orbit *b)* period of the object in space *c)* altitude of apogee (km) *d)* altitude of perigee (km) *e)* in the case of a stationary satellite, the mean geographical longitude of the projection of the satellite's position on the surface of the Earth 2. Special channelling arrangements for: *a)* telegraphy *b)* telephony *c)* other types of communication, as appropriate 3. Special methods of modulation
1	2	3a	3b	3c	4a	4b	4c	5a	5b	5c	6a	6b	7	8	9

5 — Radionavigation-satellite earth stations

Names of the countries notifying the stations in alphabetical order of country symbols.
Names of stations in alphabetical order.

			Transmission			Reception								
Name by which the station is known or the name of the locality in which it is situated	Geographical co-ordinates (in degrees and minutes) of the transmitter site	Call sign (identification)	Telecommand where appropriate			Telemetering		Tracking		Supplementary information necessary for the operation of the radionavigational system		Identity of the station(s) with which communication is to be established	Operating administration or company	Remarks
			Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Power (kW)	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission			Special methods of modulation
1	2	3	4a	4b	4c	5a	5b	6a	6b	7a	7b	8	9	10

6 — Radionavigation-satellite space stations

Names of the countries notifying the stations in alphabetical order of country symbols.
Names of stations by alphabetical and/or numerical order of designation of stations.

Identity of the station	Call sign (identification)	Transmission									Reception		Area of coverage or the name of the locality and country in which the associated receiving station(s) is located	Operating administration or company	Remarks
		Telemetering			Tracking			Transmission of navigation information			Telecommand where appropriate				
		Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Power (Watts)	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Power (Watts)	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Power (Watts)	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission			1. Orbital information: *a)* angle of inclination of the orbit *b)* period of the object in space *c)* altitude of apogee (km) *d)* altitude of perigee (km) *e)* in the case of a stationary satellite, the mean geographical longitude of the projection of the satellite's position on the surface of the Earth 2. Special channelling arrangements for: *a)* telegraphy *b)* telephony *c)* other types of communication, as appropriate 3. Special methods of modulation
1	2	3a	3b	3c	4a	4b	4c	5a	5b	5c	6a	6b	7	8	9

7 — Space research earth stations

Names of the countries notifying the stations in alphabetical order of country symbols.
Names of stations in alphabetical order.

Name by which the station is known or the name of the locality in which it is situated			Transmission			Reception							Remarks
Geographical co-ordinates (in degrees and minutes) of the transmitter site			Telecommand where appropriate			Telemetering		Tracking		Reception of research information			Any special characteristics of the station and scope of research
Call sign (identification)			Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Power (kW)	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Identity of the station(s) with which communication is to be established	Operating administration or company
1	2	3	4a	4b	4c	5a	5b	6a	6b	7a	7b	8	9	10

8 — Space research space stations

Names of the countries notifying the stations in alphabetical order of country symbols.
Names of stations by alphabetical and/or numerical order of designation of station.

Identity of the station	Call sign (identification)	Transmission									Reception		Area of coverage or the name of the locality and country in which the associated receiving station(s) is located	Operating administration or company	Remarks
		Telemetering			Tracking			Transmission of information			Telecommand where appropriate				
		Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Power (Watts)	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Power (Watts)	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission	Power (Watts)	Frequency (Mc/s or Gc/s)	Class of emission, necessary bandwidth and description of transmission			1. In the case of an earth satellite, orbital information: *a)* angle of inclination of the orbit *b)* period of the object in space *c)* altitude of apogee (km) *d)* altitude of perigee (km) *e)* in the case of a stationary satellite, the mean geographical longitude of the projection of the satellite's position on the surface of the Earth 2. In the case of a space probe general indication of its trajectory 3. Special methods of modulation
1	2	3a	3b	3c	4a	4b	4c	5a	5b	5c	6a	6b	7	8	9

9 — Radio astronomy stations

Names of the countries notifying the stations in alphabetical order of country symbols.
Names of stations in alphabetical order.

1	2	3	4	5	6	7	8	9	10
Name by which the station is known or the name of the locality in which it is situated	Geographical co-ordinates (in degrees and minutes) of the station	Centre of the frequency band observed (Mc/s or Gc/s)	Width of the frequency band observed	Antenna characteristics	Maximum hours of reception (G.M.T.)	Noise temperature (°K)	Class of observation	Operating administration or company	Remarks Any special additional characteristics of the station including: 1) altitude in metres above sea level, 2) main particulars of antenna, 3) scope of observations.

13—09

ANNEX 14

Revision of Appendix 10

In Appendix 10 of the Radio Regulations there shall be inserted in alphabetical order the following additional symbols :

EC	Communication-satellite space station
ED	Space telecommand space station
EH	Space research space station
EK	Space tracking space station
EM	Meteorological-satellite space station
EN	Radionavigation-satellite space station
ER	Space telemetering space station
RA	Radio astronomy station
TC	Communication-satellite earth station
TD	Space telecommand earth station
TH	Space research earth station
TK	Space tracking earth station
TM	Meteorological-satellite earth station
TN	Radionavigation-satellite earth station
TR	Space telemetering earth station

ADDITIONAL PROTOCOL TO THE RADIO REGULATIONS

TIAS 5603

33-259 O-64-66

ADDITIONAL PROTOCOL

At the time of signing the Acts of the Extraordinary Administrative Radio Conference, Geneva, 1963, the undersigned delegates take note of the fact that the following reservations have been submitted by certain signatories:

ARGENTINE REPUBLIC

The Argentine Delegation states that its country does not recognize any frequency assignments that may be made directly or indirectly on behalf of any other Power or Powers for any type of service, in any portion of the spectrum, for the Malvinas Islands, the South Georgian Islands or the South Sandwich Islands, over which territories the Argentine Republic exercises sovereign rights. The non-mention of other territories must not be taken to imply renunciation of the Argentine Republic's sovereignty over them. In any event, the Argentine Republic reserves the right to use as its own any radio frequencies that may be assigned under the abovementioned conditions.

CUBA

In signing the Final Acts of the Extraordinary Administrative Conference on Space Radiocommunication, Geneva, 1963, on behalf of the Republic of Cuba, the Delegation of Cuba makes the following statement:

Considering

a) that a world-wide plan for the space radiocommunication service has not been established;

b) that principles guaranteeing equitable participation by all countries in the space radiocommunication service have not been adopted;

c) that some of the clauses contained in the procedure for frequency notification and co-ordination do not satisfy the interests of Cuba;

d) that changes have been made in the Table of Frequency Allocations which might impair the normal operation of Cuban radiocommunications;

Cuba herewith formally reserves its complete freedom of action and the right to reject those provisions of the Extraordinary Administrative Conference on Space Radiocommunication, Geneva, 1963, which would be prejudicial to the interests of Cuba.

UNITED STATES OF AMERICA AND TERRITORIES OF THE UNITED STATES OF AMERICA

The Delegations of the United States of America and the Territories of the United States of America, in signing the Final Acts of the Extraordinary Administrative Radio Conference, Geneva, 1963, declare that:

1. There has heretofore always existed between all countries of Region 2 very close co-operation and agreement in the application of the Table of Frequency Allocations contained in the Radio Regulations of the Union;

2. this co-operation has in large measure been necessary since most countries in Region 2 are either in close geographical proximity to one another or are separated by relatively short distances over water, such over-water separation affording substantially less protection from harmful interference than does the same separation over land;

3. by virtue of the co-operation referred to in 1. above, it has not in the past been necessary for any country of Region 2 to request the insertion of any footnotes in the Table of Frequency Allocations which constitute an exception, insofar as a particular country is concerned, to the international allocation of a particular frequency band or bands;

4. the Delegation of Cuba to the present Conference has decided to disassociate its country from the decisions of all other delegations from Region 2 with respect to certain provisions of the Table of Frequency Allocations as modified by this Conference;

5. In light of the foregoing, the Delegations of the Territories of the United States of America, and the United States of America cannot accept on behalf of the Government of the United States of America any obligation to observe the exceptions claimed by Cuba in those footnotes to the Table of Frequency Allocations which were adopted by the present Conference and which specifically name Cuba.

REPUBLIC OF INDONESIA

In the opinion of the Delegation of the Republic of Indonesia to the Extraordinary Administrative Radio Conference to allocate frequency bands for Space Radiocommunications, a country must first accede to the International Telecommunication Convention before it has the right to participate in the International Telecommunication Union Conferences. The Indonesian Delegation refers to the representation of Malaysia in which case the Indonesian Delegation could not have any other opinion than that it should be considered as a new country which is assumed to comprise the Member country Malaya (Federation of) and the Associate-Member Singapore-British North Borneo, and to which Article 18 of the Convention applies. As up to the Plenary Session of this Conference on 6 November, 1963, a notification by the Secretary-General concerning the accession of the above-mentioned new country has not been received by the Indonesian Administration, the Delegation of the Republic of Indonesia would like to reserve the right of its Government not to recognize the representation of Malaysia in the Extraordinary Administrative Radio Conference to allocate frequency bands for Space Radiocommunications, as such recognition would be in contradiction with the said Article 18 of the Convention.

MALAYSIA

The Delegation of Malaysia declares that it does not accept the statement of the Indonesian Delegation contained in its declaration regarding Malaysia. The original Constitution of the Federation of Malaya, which made provisions for amendments, was amended by an Act of the Malayan Parliament before Malaysia Day on 16th September, 1963. This Act took account of the incorporation of Singapore, Sarawak and Sabah

(N. Borneo) with the former Federation of Malaya and brought about a change of name to Malaysia. This Agreement has been possible following an Agreement between Her Majesty's Government in the United Kingdom and the Government of the Federation of Malaya, and by giving the Royal Assent to the Act, Her Majesty relinquished sovereignty in Singapore, Sarawak and Sabah.

In effect, Malaysia is Malaya as it was before September 16, 1963, but with the addition of new territories. This principle was publicly stated in a broadcast by the Malaysian Permanent Secretary of External Affairs on September 16. There is thus complete legal continuity as a single entity between Malaya and Malaysia.

It is clear therefore that Malaya and Malaysia are one and the same state. It may be recalled that recently Malaysia was elected to the U.N. Security Council—to alternate with Czechoslovakia—without the identity of Malaysia being called into question.

MEXICO

While signing the Final Acts of the Extraordinary Administrative Radio Conference, Geneva, 1963, the Delegation of Mexico announces that its Administration intends to comply with the provisions resulting from the revised Radio Regulations. Nevertheless, the Delegation states that the Government of Mexico reserves the right to take any steps it may deem necessary to safeguard its interest in cases where any Member or Associate Member of the Union fails to comply with the provisions of the said Regulations or where a reservation made by another country has a harmful effect on the telecommunication services of Mexico.

PAKISTAN

While the Delegation of Pakistan is fully conscious of the desirability of early implementation of the decisions of the Extraordinary Administrative Radio Conference, Geneva, 1963, with a view to expediting the development and establishment of Space Radiocommunications on a worldwide basis, it cannot overlook the fact that the Space Radiocommunication techniques are still in a state of development and experimentation. The

provisions regarding sharing criteria and the interference potentialities between Space Radiocommunications and Terrestrial systems are not based on practical experience between operational Space and Terrestrial systems and these problems are still under the study of the C.C.I.R., whose present Recommendations are provisional. No sharing criteria has been laid down for the sharing of the bands below 1 Gc/s. Pakistan being a new and developing country in two parts, whose internal communications are also dependent on Radio, the ability of Pakistan to follow in these circumstances, the new and amended provisions of the Radio Regulations agreed by this Conference will depend upon the freedom from any interference, which can be caused by the space services.

The Delegation of Pakistan therefore, reserves for its country the right to take, in the last resort, necessary measures for the fulfilment of its telecommunication need. In so doing, Pakistan will however, endeavour to avoid harmful interference to the Radio services of other administrations.

THE DEMOCRATIC AND POPULAR REPUBLIC OF ALGERIA
KUWAIT
THE UNITED ARAB REPUBLIC

considering

that the effective implementation of the United Nations Resolution on the International Co-operation on the peaceful uses of outer space (Resolution No. 1721 (XVI)) must eventually be based on the establishment by Members and Associate Members of the Union, of world-wide plans concerning all categories of space service which will provide for the equitable participation of all countries of the world in such service in the spirit of the above-mentioned Resolution;

considering

1. that no such world-wide plan reflecting the needs of all countries of the world for space services has yet been established;

2. that, the frequency bands allocated for communication-satellite services, as contained in Article 5 of the revised Radio Regulations, are based on entirely empirical derivations and do not in any way correspond to the actual requirements of all countries;

3. *a)* that, the frequency sharing between communication-satellite services, and terrestrial services as allocated in the frequency tables were based on provisional criteria, as provided by the C.C.I.R.;

b) that, the same provisional sharing criteria for communication-satellite services, were applied to other services, where no sharing criteria were available, thus protection of terrestrial services from harmful interference is doubtful;

c) that, the procedure of calculation of co-ordination distances is provisional, and, in no way provides assurance of interference-free operation of satellite communications;

4. that, the technical progress in all the development of the various categories of space services is not sufficiently advanced;

5. that, the economic considerations involved in the establishment and operation of such services, could not, so far, be assessed, thus placing small countries at a great disadvantage;

6. that, the said cost, the legal and other conditions that shall govern the use of such a system are not yet evident for consideration.

The above-mentioned countries reserve the right:

a) to take all the necessary measures to protect their existing as well as planned services without placing any limitations whatsoever on the equipment in use or to be used in the future in all frequency bands;

b) to adopt all measures necessary to protect their rights concerning frequency registration priority after the implementation of the revised Radio Regulations.

However, the above-mentioned countries do contribute towards the advance of the new space telecommunication technique that was started

by the pioneering countries and accept the frequency bands allocated for the safety of lives, space research and world-wide meteorological services.

DENMARK, NORWAY, SWEDEN AND SWITZERLAND

In signing the Final Acts of the Extraordinary Administrative Radio Conference, Geneva, 1963, the Delegations of the above-mentioned countries declare that, as Radiolocation Service on land, on board ships and in the air has been established, is being introduced or in planned in the frequency bands 3 400-3 600 Mc/s and 5 725-5 850 Mc/s is conformity with the Table of Frequency Allocations of the Radio Regulations, Geneva, 1959, the Administrations of the above-mentioned countries find difficulty in affording general protection to the Communication-Satellite Service in other countries, the Communication-Satellite Service having been authorized in these bands according to the new Radio Regulations, Geneva, 1963. However, the Administrations of the above-mentioned countries are willing to take all practicable steps in order to coordinate the two services after agreements with Administrations concerned.

A D D E N D U M

TO THE ADDITIONAL PROTOCOL

ARGENTINE REPUBLIC

The Argentine Delegation declares that its country reserves the right to take all necessary steps to protect its radio services in cases where any Member or Associate Member of the Union fails to comply with the provisions of the Radio Regulations as revised by the present Conference or where the reservations made by such Members have a harmful effect on the telecommunication services of the Argentine Republic.

CANADA

The Canadian Delegation wishes to record its concern at the appearance of footnotes in Region 2 concerning the use of frequencies for space purposes. The question of such footnotes broaks the long-established pattern to which all countries in this region have adhered, sometimes by sacrifices on their parts as for example we have seen to be the case at this conference.

Canada would view with grave concern any radio operations in Region 2 which would detract from the efficient and agreed use of the radio spectrum.

The Republic of Cuba, we note, formally reserves its complete freedom of action to reject those provisions of the Final Acts of the Extraordinary Administrative Radio Conference which she may feel are prejudicial to the interests of Cuba. Because all countries of Region 2 have hitherto displayed a continued desire to co-operate, we hope that this reservation by Cuba does not imply an intention not to co-operate fully with other Members of the Region in the rational use of the spectrum.

In these circumstances, Canada has no choice but to associate itself with the Protocol submitted by the United States of America and Territories of the Unites States of America, insofar as it concerns these footnotes subscribed to by Cuba which may be found now or in the future to be objectionable to Canada. It is understood, of course, that the same reservations apply to the Final Protocol submitted by the Republic of Cuba.

PA - ADD - 01

REPUBLIC OF COLOMBIA

The Republic of Colombia reserves the right to take all necessary steps to safeguard its services operating in conformity with the provisions of the Radio Regulations in all cases where such services are affected by those of other countries operating in contravention of the said Regulations and, in particular, of the Table of Frequency Allocations.

The Republic of Colombia will also take similar steps in cases where the rights recognized by the Convention are affected as a result of the application of the Radio Regulations.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

The Delegation of the United Kingdom of Great Britain and Northern Ireland declares :

that it does not accept the statement of the Argentine Delegation contained in its declaration insofar as this statement disputes the sovereignty of Her Majesty's Government in the United Kingdom over the Falkland Islands and the Falkland Islands Dependencies and it wishes formally to reserve the rights of Her Majesty's Government on this question. The Falkland Islands and the Falkland Islands Dependencies are and remain an integral part of the territories together making up the Member hitherto known as : Colonies, Protectorates, Overseas Territories and Territories under Mandate or Trusteeship of the United Kingdom of Great Britain and Northern Ireland on behalf of which the United Kingdom of Great Britain and Northern Ireland acceded to the International Telecommunication Convention (Buenos Aires, 1952) on 15 November 1953, and which is described in the International Telecommunication Convention (Geneva, 1959) as : Overseas Territories for the international relations of which the Government of the United Kingdom of Great Britain and Northern Ireland are responsible.

The statement of the Argentine Delegate that "non-mention of other territories must not be taken to imply renunciation of the Argentine Republic's sovereignty over them" is noted. Insofar as this may be intended to refer to the British Antarctic Territory, Her Majesty's Government in the United Kingdom of Great Britain and Northern Ireland have no doubt as to their sovereignty over the British Antarctic Territory, and wish to bring to the attention of the Argentine Government Article IV of the Antarctic Treaty to which both the Argentine Government and the United Kingdom Government are parties.

(The signatures follow)

(The signatures which follow the additional protocol are the same as those reproduced on pages 03-24 of this volume)

PA - ADD - 02

ACTES FINALS

DE LA

CONFÉRENCE ADMINISTRATIVE EXTRAORDINAIRE DES RADIOCOMMUNICATIONS CHARGÉE D'ATTRIBUER DES BANDES DE FRÉQUENCES POUR LES RADIOCOMMUNICATIONS SPATIALES

GENÈVE, 1963

TIAS 5603

ABRÉVIATIONS

Les abréviations suivantes sont utilisées dans les annexes, pour caractériser la nature des amendemants apportés lors de la révision partielle du Règlement des Radiocommunications:

Symbole	Signification
MOD	Modification
SUP	Suppression
ADD	Addition
NOC	Sans changement

Note: Si une modification n'affecte que la rédaction d'un numéro sans en modifier le fond, on utilise le symbole:

(MOD)

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de la Conférence administrative extraordinaire des radiocommunications
chargée d'attribuer des bandes de fréquences
pour les radiocommunications spatiales
Genève, 1963

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RÉVISION PARTIELLE DU RÈGLEMENT DES RADIOCOMMUNICATIONS DE GENÈVE (1959)

Dans sa Recommandation N° 36, la Conférence administrative ordinaire des radiocommunications de Genève (1959) a recommandé que le Conseil d'administration de l'Union envisage la convocation, vers la fin de 1963, d'une Conférence administrative extraordinaire des radiocommunications chargée d'attribuer des bandes de fréquences pour les radiocommunications spatiales.

Le Conseil d'administration a examiné la question au cours de sa session de 1962 et, au cours de sa session de 1963, il a adopté la Résolution N° 524, dans laquelle, avec l'accord préalable de la majorité des Membres de l'Union, il a fixé l'ordre du jour de la Conférence et décidé qu'elle se réunirait à Genève, le 7 octobre 1963.

Réunie en conséquence à la date ainsi fixée, la Conférence administrative extraordinaire des radiocommunications a révisé, conformément aux dispositions des numéros 60 et 61 de la Convention, les portions pertinentes du Règlement des radiocommunications de Genève (1959). Les détails de cette révision figurent dans les annexes ci-jointes.

Les dispositions du Règlement des radiocommunications de Genève (1959) ainsi révisées font partie intégrante du Règlement des radiocommunications qui est annexé à la Convention internationale des télécommunications. Elles entreront en vigueur le premier janvier 1965, date à laquelle seront abrogées les dispositions du Règlement des radiocommunications de Genève (1959) qui sont annulées ou modifiées en conséquence de la révision.

En signant la présente révision du Règlement des radiocommunications de Genève (1959), les délégués respectifs déclarent que si une administration formule des réserves au sujet de l'application d'une ou de plusieurs dispositions révisées du Règlement des radiocommunications, aucune autre administration n'est obligée d'observer cette ou ces dispositions dans ses relations avec l'administration qui a formulé de telles réserves.

En foi de quoi les délégués des Membres et Membre associé de l'Union représentés à la Conférence administrative extraordinaire des radiocom-

munications de Genève (1963) ont signé, au nom de leurs pays respectifs, la présente révision du Règlement des radiocommunications de Genève (1959) dont l'exemplaire unique restera dans les archives de l'Union internationale des télécommunications et dont une copie certifiée conforme sera remise à chacun des Membres et Membres associés de l'Union.

Les Membres et Membres associés de l'Union doivent informer le Secrétaire général de leur approbation de la revision du Règlement des radiocommunications de Genève (1959) par la Conférence administrative extraordinaire des radiocommunications de Genève (1963). Le Secrétaire général notifiera ces approbations aux Membres et Membres associés au fur et à mesure de leur réception.

Fait à Genève, le 8 novembre 1963.

COPIE
certifiée conforme à l'original
Genève, le 15 Jan 1964
Pour le Secrétaire général
de l'Union internationale des
télécommunications

Clifford Stanard

02

Pour la République Démocratique et Populaire d'Algérie :

M. BOUGARA

Pour la République Argentine :

J. A. AUTELLI
J. J. ETULAIN
G. B. RUSSO
M. TIZEIRA

03

Pour le Commonwealth de l'Australie :

L. M. HARRIS

Pour l'Autriche :

F. HENNEBERG
A. SAPIK

Pour la Belgique :

L. ROS
P. BOUCHIER
A. VANCOILLIE

04

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Pour la République Socialiste Soviétique de Biélorussie :

L. PODORSKIJ

Pour la République Populaire de Bulgarie :

M. VELKOV

Pour le Royaume du Cambodge :

Y. KHAMVANN

Pour le Canada :

W. A. CATON

05

Pour la Chine :

鄭士南 Cheng Pi-nan

陳錫人 Hsiyen Chen

P. CHENG
S. CHEN

Pour la République de Chypre :

A. EMBEROKLIS

A. E. EMBEROKLIS

Pour l'Etat de la Cité du Vatican :

Antonio Samoggia

Mons. de Riedmatten

A. SAMOGGIA
H. DE RIEDMATTEN

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Pour la République de Colombie :

E. ARANGO
M. VEGA O.
A. VILLEGAS A.
O. ROVIRA ARANGO
A. TAPIAS ROCHA
F. HOYOS ARENAS

Pour la République du Congo (Léopoldville) :

S. SIERAKOWSKI

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Pour la République de Corée :

P. S. CHIN
C. W. PAK
J. S. CHOY
H. P. SIM

Pour Cuba :

Dr. E. CAMEJO-ARGUDIN
J. A. VALLADARES
R. GIL

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Pour le Danemark :

G. PEDERSEN
B. NIELSEN
P.V. LARSEN

Pour l'Ensemble des Territoires représentés par l'Office français des postes et télécommunications d'Outre-Mer :

G. AUNEVEUX

Pour l'Espagne :

J M. ANIEL-QUIROGA
J. GARRIDO
J. Mª ARTO

09

Pour les États-Unis d'Amérique :

J. H. McCONNELL

Pour l'Éthiopie :

D. BEYENE

Pour la Finlande :

K. AHTI
A. SINKKONEN

Pour la France :

B. de CHALVRON
Y. PLACE

010

Pour le Ghana :

J. A. ESHUN

Pour la Grèce :

A. MARANGOUDAKIS

Pour la République Populaire Hongroise :

L. HORVÁTH
A. LÖRINCZY
R. KERPEL

Pour la République de l'Inde :

V. V. Rao
8.11.63

8-11-63

V. V. RAO
M. D. SANT

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Pour la République d'Indonésie :

PRATOMO
S. ABDULRACHMAN
L. ALISJAHBANA

Pour l'Irlande :

J. Ó Dálaigh
J. Malone

J. O. DALAIGH
J. MALONE

Pour l'Islande :

S. Thorkelsson

S. THORKELSSON

012

Pour l'Etat d'Israël :

Ing. E. RON
G. LEV
Y. YANNAY

Pour l'Italie :

F. NICOTERA

Pour la Jamaïque :

G.A. GAUNTLETT

013

Pour le Japon

藤木栄 Sakae Fujiki

難波捷吾 Shogo Namba

S. FUJIKI
S. NAMBA

Pour l'Etat de Koweit :

عن دولة الكويت

A. A. ALSAADOON
A. Y. KHALID
A. K. ALGHUNAIM

014

Pour le Liban :

N. KAYATA

Pour la République du Libéria :

S. H. BUTLER

Pour la Principauté de Liechtenstein :

W. KLEIN
R. MONNAT
H. A. KIEFFER

Pour le Luxembourg :

P. BOUCHIER

015

Pour la Malaisie :

M. SECK WAH

Pour le Royaume du Maroc :

L. BOUTAMI
A. DRISSI

Pour le Mexique :

Ad referendum

J. J. HERNÁNDEZ

Pour Monaco :

C. Ch. SOLAMITO

016

Pour la Norvège :

N. J. SÖBERG
P. MORTENSEN
K. HAMMERSTRÖM

Pour la Nouvelle-Zélande :

J. M. POWER
D. C. ROSE

Pour l'Ouganda :

V. G. BENNETT

Pour le Pakistan :

O. H. MOHAMED
A. H. M. TAHER

017

Pour le Royaume des Pays-Bas :

A. D. J. URBANUS
J. J. VORMER
M. T. M. PONVILLE

Pour la République des Philippines :

L. GARCIA

Pour la République Populaire de Pologne :

K. KOZEROWSKI

018

Pour le Portugal :

M. AMARO VIEIRA
M. J. F. da COSTA JARDIM
R. LOPES C. DUARTE
A. RAMALHO

Pour les Provinces espagnoles d'Afrique :

J. M. PARDO
J. Mª RUIZ DE ASSIN MUSSO

019

Pour la République Arabe Unie :

A. B. El Siddik EID
A. K. EL HARTY
H. Abdel BARI

Pour la République Fédérale d'Allemagne :

H. PRESSLER
A. HEILMANN

Pour la République Socialiste Fédérative de Yougoslavie :

V. POPOVIĆ

020

33-259 O-64-68

Pour la République Socialiste Soviétique de l'Ukraine :

J. OMELJANENKO

Pour la République Populaire Roumaine :

M. GRIGORE
H. IONITA
A. SPATARU

Pour le Royaume-Uni de la Grande-Bretagne et de l'Irlande du Nord :

Ch. BOOTH
J. H. H. MERRIMAN I. S. Q. SEVERIN

021

Pour la République Sudafricaine et Territoire de l'Afrique du Sud-Ouest :

J. Z. VENTER
A. BIRRELL
H. C. VILJOEN

Pour la Suède :

H. STERKY E. ESPING

Pour la Confédération Suisse :

W. KLEIN
R. MONNAT
H. A. KIEFFER

022

Pour le Tanganyika :

R. F. WILLIAMS

Pour la République Socialiste Tchécoslovaque :

Ing. M. ZAHRADNÍČEK

Pour les Territoires des Etats-Unis d'Amérique :

J. H. McCONNELL
J. T. DEVINE

023

Pour les Territoires d'Outre-Mer dont les relations internationales sont assurées par le Gouvernement du Royaume-Uni de la Grande-Bretagne et de l'Irlande du Nord :

D. C. MASTERS

Pour l'Union des Républiques Socialistes Soviétiques :

A. BADALOV

Pour le Kenya :

V. G. BENNETT

024

ANNEXE 1

Révision de l'article 1 du Règlement des radiocommunications

L'article 1 du Règlement des radiocommunications est révisé comme suit:

Les numéros 34 et 35 sont remplacés par les nouveaux textes suivants:

MOD **34** *Station aéronautique*

Station terrestre du service mobile aéronautique. Dans certains cas, une station aéronautique peut être placée à bord d'un navire ou d'un satellite de la Terre.

MOD **35** *Station d'aéronef*

Station mobile du service mobile aéronautique installée à bord d'un aéronef ou d'un véhicule aéro-spatial.

Les numéros 70, 71, 72 et 73 sont biffés.

Le nouveau numéro suivant est ajouté à la suite du numéro 75:

ADD **75A** *Station de radioastronomie*

Station du service de radioastronomie.

Les nouveaux numéros suivants sont ajoutés à la suite du numéro 84:

ADD **84AA** *Service de Terre*

Tout service radioélectrique défini dans le présent Règlement, autre qu'un service spatial ou que le service de radioastronomie.

ADD **84AB** *Station de Terre*

Station d'un service de Terre.

1—01

ADD Titre **Section IIA. Systèmes, services et stations spatiaux**

ADD **84AC** *Service spatial*

Service de radiocommunication:

— entre stations terriennes et stations spatiales,

— ou entre stations spatiales,

— ou entre stations terriennes lorsque les signaux sont retransmis par des stations spatiales, ou transmis par réflexion sur des objets situés dans l'espace, à l'exclusion de la réflexion ou la diffusion par l'ionosphère ou dans l'atmosphère terrestre.

ADD **84AD** *Station terrienne*

Station du service spatial située soit sur la surface de la Terre, y compris à bord d'un navire, soit à bord d'un aéronef.

ADD **84AE** *Station spatiale*

Station du service spatial située sur un objet qui se trouve, est destiné à aller, ou est allé au-delà de la partie principale de l'atmosphère terrestre.

ADD **84AF** *Système spatial*

Tout ensemble de stations terriennes et spatiales coopérant entre elles, assurant un service spatial donné, et pouvant comprendre, dans certains cas, des objets spatiaux qui réfléchissent les signaux de radiocommunication.

ADD **84AG** *Service de télécommunication par satellites*

Service spatial:

— entre stations terriennes, lorsqu'il est fait usage de satellites actifs ou passifs pour l'échange de communications du service fixe ou du service mobile,

— ou entre une station terrienne et des stations situées sur des satellites actifs, pour l'échange des communications du service mobile, en vue de leur retransmission vers des stations du service mobile ou à partir de celles-ci.

1—02

ADD **84AH** *Station terrienne de télécommunication par satellites*

Station terrienne du service de télécommunication par stallites.

ADD **84AI** *Station spatiale de satellite de télécommunication*

Station spatiale du service de télécommunication par satellites, située sur un satellite de la Terre.

ADD **84AJ** *Satellite actif*

Satellite de la Terre portant une station destinée à émettre ou retransmettre des signaux de radiocommunication.

ADD **84AK** *Satellite passif*

Satellite de la Terre destiné à transmettre des signaux de radiocommunication par réflexion.

ADD **84AL** *Système à satellites*

Tout ensemble de stations, coopérant entre elles, assurant un service spatial donné et comprenant un ou plusieurs satellites actifs ou passifs.

ADD **84AM** *Service de recherche spatiale*

Service spatial dans lequel on utilise des engins ou autres objets spatiaux pour la recherche scientifique ou technique.

ADD **84AN** *Station terrienne de recherche spatiale*

Station terrienne du service de recherche spatiale.

ADD **84AO** *Station spatiale de recherche spatiale*

Station spatiale du service de recherche spatiale.

ADD **84AP** *Service de radiodiffusion par satellites*

Service spatial dans lequel des signaux émis ou retransmis par des stations spatiales ou transmis par réflexion sur des objets en orbite autour de la Terre, sont destinés à être reçus directement par le public en général.

1—03

ADD **84AQ** *Service de radionavigation par satellites*

Service faisant usage de stations spatiales situées sur des satellites de la Terre pour assurer une radionavigation, et comprenant, dans certains cas, l'émission ou la retransmission de renseignements complémentaires nécessaires à cette radionavigation.

ADD **84AR** *Station terrienne de radionavigation par satellites*

Station terrienne du service de radionavigation par satellites.

ADD **84AS** *Station spatiale de satellite de radionavigation*

Station spatiale du service de radionavigation par satellites située sur un satellite de la Terre.

ADD **84AT** *Service des auxiliaires de la metéorologie par satellites*

Service spatial dans lequel les résultats d'observations météorologiques faites à l'aide d'appareils situés sur des satellites de la Terre sont transmis à des stations terriennes à partir de stations spatiales situées sur ces satellites.

ADD **84AU** *Station terrienne de metéorologie par satellites*

Station terrienne du service des auxiliaires de la météorologie par satellites.

ADD **84AV** *Station spatiale de satellite de metéorologie*

Station spatiale du service des auxiliaires de la météorologie par satellites située sur un satellite de la Terre.

ADD **84AW** *Télémesure spatiale*

Télémesure utilisée pour la transmission à partir d'une station spatiale des résultats des mesures effectuées dans un engin spatial, y compris celles qui concernent le fonctionnement de l'engin.

ADD **84AX** *Télémesure spatiale de maintenance*

Télémesure spatiale concernant exclusivement les conditions électriques et mécaniques de fonctionnement d'un engin spatial et de l'appareillage qu'il contient ainsi que les conditions du milieu proche de l'engin.

1—04

ADD **84AY** *Télécommande spatiale*

Transmission de signaux radioélectriques à une station spatiale pour mettre en fonctionnement les appareils situés sur l'objet spatial associé, y compris la station spatiale, ou pour en modifier ou arrêter le fonctionnement.

ADD **84AZ** *Poursuite spatiale*

Détermination de l'orbite, de la vitesse ou de la position instantanée d'un objet situé dans l'espace, par l'utilisation du radiorepérage, à l'exclusion de la radiodétection primaire, en vue de suivre les déplacements de cet objet.

ADD Titre **Section IIB. Espace, orbites et types d'objets spatiaux**

ADD **84BA** *Espace lointain*

Région de l'espace située à des distances de la Terre égales ou supérieures à la distance entre la Terre et la Lune.

ADD **84BB** *Orbite*

Trajectoire décrite dans l'espace par le centre de gravité d'un satellite ou autre objet spatial.

ADD **84BC** *Angle d'inclinaison d'une orbite*

Angle aigu du plan contenant une orbite et du plan de l'équateur terrestre.

ADD **84BD** *Période d'un objet spatial*

Temps compris entre deux passages consécutifs d'un objet spatial au même point de son orbite fermée.

ADD **84BE** *Altitude de l'apogée*

Altitude, au-dessus de la surface de la Terre, du point d'une orbite fermée où un satellite se trouve à sa distance maximale du centre de la Terre.

1—05

ADD **84BF** *Altitude du périgée*

Altitude, au-dessus de la surface de la Terre, du point d'une orbite fermée où un satellite se trouve à sa distance minimale du centre de la Terre.

ADD **84BG** *Satellite stationnaire*

Satellite dont l'orbite circulaire est dans le plan de l'équateur terrestre et qui tourne autour de l'axe des pôles de la Terre dans le même sens et avec la même période que ceux de la rotation de la Terre.

ADD **84BH** *Engin spatial*

Tout type de véhicule spatial habité ou non, y compris un satellite de la Terre ou une sonde pour l'espace lointain.

1—06

ANNEXE 2

Révision de l'article 3 du Règlement des radiocommunications

L'article 3 du Reglement des radiocommunications est révisé comme suit:

Le numéro 114 est remplace par le nouveau numero suivant:

MOD **114** § 2. Toute nouvelle assignation, ou toute modification de la fréquence ou d'une autre caractéristique fondamentale d'une assignation existante (voir l'appendice 1 ou l'appendice 1A), doit être faite de manière à éviter de causer des brouillages nuisibles aux services qui sont assurés par des stations utilisant des fréquences conformément au Tableau de répartition des bandes de fréquences du present chapitre et aux autres dispositions du présent Reglement, et dont les caractéristiques sont inscrites dans le Fichier de référence international des fréquences.

Le nouveau numéro suivant est ajoute a la suite du numero 116

ADD **116A** § 4A. Pour le règlement des cas de brouillages nuisibles, le service de radioastronomie est traité comme un service de radiocommunication. Vis-à-vis des emissions des services fonctionnant dans d'autres bandes, il bénéficie du même degré de protection que celui dont bénéficient ces services les uns vis-à-vis des autres.

2—01

ANNEXE 3

Révision de l'article 5 du Règlement des radiocommunications

L'article 5 du Règlement des radiocommunications est revise comme suit:

Le tableau de répartition des bandes de frequences entre 9 995 kHz et 10 005 kHz est remplacé par le suivant:

kHz

Attribution aux services		
Région 1	Région 2	Région 3
9 995-10 005		
	FRÉQUENCE ÉTALON	
	204 214 215	

NOC **204 214**

MOD **215** La bande 10 003-10 005 kHz est, de plus, attribuée, à titre secondaire, au service de recherche spatiale.

03—01

Le tableau de répartition des bandes de fréquences entre 15 450 kHz et 16 460 kHz est remplacé par le suivant:

kHz

Attribution aux services		
Région 1	Région 2	Région 3
15 450-15 762		
	FIXE	
15 762-15 768		
	FIXE	
	Recherche spatiale 215A	
15 768-16 460		
	FIXE	

ADD

215A En Bulgarie, à Cuba, en Hongrie, Pologne, Roumanie, Tchécoslovaquie et en U.R.S.S., le service de recherche spatiale est un service primaire dans les bandes 15 762-15 768 kHz et 18 030-18 036 kHz.

03—02

Le tableau de répartition des bandes de fréquences entre 18 030 kHz et 20 010 kHz est remplacé par le suivant:

kHz

Attribution aux services		
Région 1	Région 2	Région 3
18 030-18 036		
	FIXE	
	Recherche spatiale 215A	
18 036-19 990		
	FIXE	
19 990-20 010		
	FRÉQUENCE ÉTALON	
	204 220 221 221A	

NOC **220**

MOD **221** La bande 19 990-20 010 kHz est, de plus, attribuée, à titre secondaire, au service de recherche spatiale.

ADD **221A** La fréquence 20 007 kHz peut, de plus, en cas de secours, être utilisée pour les besoins de recherche et de sauvetage des cosmonautes et des engins spatiaux. Les émissions doivent être limitées à une bande de ±3 kHz de part et d'autre de la fréquence.

03—03

Le tableau de repartition des bandes de fréquences entre 29,7 MHz et 41 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
29,7-30,005		
	FIXE 228 229 231 232 MOBILE 233	
30,005-30,010		
	FIXE 228 229 231 MOBILE RECHERCHE SPATIALE SPATIAL (Identification des satellites) 233	
30,010-37,750		
	FIXE 228 229 230 231 MOBILE 233	
37,75-38,25		
	FIXE 228 229 231 MOBILE *Radioastronomie* 233	
38,25-41		
	FIXE 228 229 230 231 MOBILE 233 235 236	

NOC **228 229 230 231 232 233 236**

SUP **234**

MOD **235** La bande 39,986-40,002 MHz est, de plus, attribuée, à titre secondaire, au service de recherche spatiale.

03—04

Le tableau de répartition des bandes de fréquences entre 68 MHz et 74,6 MHz est remplacé par le suivant pour la Région 2:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
68-74,8	68-73 FIXE MOBILE RADIODIFFUSION	68-70
	73-74,6 RADIOASTRONOMIE 253A 253B	70-74,6

SUP 253

ADD 253A En Région 2, les services fixe et mobile et le service de radiodiffusion précédemment autorisés dans la bande 73-74,6 MHz pourront continuer à fonctionner à condition de ne pas causer de brouillages nuisibles au service de radioastronomie.

ADD 253B A Cuba, la bande 73-74,6 MHz est, de plus, attribuée aux services fixe et mobile et au service de radiodiffusion.

03—05

33-259 O-64-69

Le tableau de répartition des bandes de fréquences entre 117,975 MHz et 144 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
117,975-132 MOBILE AÉRONAUTIQUE (R) 273 273A		
132-136 MOBILE AÉRONAUTIQUE (R) 273A 274 275	**132-136** FIXE MOBILE 273A 276 277 278 279	
136-137 FIXE MOBILE RECHERCHE SPATIALE (Télémesure et poursuite) 281A	**136-137** RECHERCHE SPATIALE (Télémesure et poursuite) 281A 281B	**136-137** FIXE MOBILE RECHERCHE SPATIALE (Télémesure et poursuite) 281A
137-138 AUXILIAIRES DE LA MÉTÉOROLOGIE PAR SATELLITES RECHERCHE SPATIALE (Télémesure et poursuite) 281F SPATIAL (Télémesure et poursuite) 275A 279A 281C 281D 281E		
138-143,6 MOBILE AÉRONAUTIQUE (OR) 275 282 283	**138-143,6** FIXE MOBILE RADIOLOCALISATION	**138-143,6** FIXE MOBILE 278 279A 284

03—06

MHz

Attribution aux services		
Région 1	Région 2	Région 3
143,6-143,65	**143,6-143,65**	**143,6-143,65**
MOBILE AÉRONAUTIQUE (OR) RECHERCHE SPATIALE (Télémesure et poursuite)	FIXE MOBILE RECHERCHE SPATIALE (Télémesure et poursuite)	FIXE MOBILE RECHERCHE SPATIALE (Télémesure et poursuite)
275 282 283	Radiolocalisation	278 279A 284
143,65-144	**143,65-144**	**143,65-144**
MOBILE AÉRONAUTIQUE (OR)	FIXE MOBILE	FIXE MOBILE
275 282 283	Radiolocalisation	278 279A 284

NOC 273

ADD 273A Dans la bande 117,975-132 MHz et dans la bande 132-136 MHz, ou le service mobile aéronautique (R) est autorisé, l'utilisation et le développement, pour ce service, de systèmes faisant appel à des techniques de télécommunication spatiale peuvent être autorisés, mais ils seront limités au début, à des stations de relais par satellites du service mobile aéronautique (R). Cette utilisation et ce développement feront l'objet de mesures de coordination entre les administrations intéressées et celles dont les services, fonctionnant conformément au présent Tableau, pourraient être affectés.

NOC 274

MOD 275 Au Burundi, en Ethiopie, au Nigeria, en Sierra Leone, Gambie, dans les Provinces portugaises d'Outre-Mer de la Région 1 au sud de l'équateur, en Rhodésie et Nyassaland, au Rwanda et dans la R. Sudafricaine et le Territoire de l'Afrique du Sud-Ouest, les bandes 132-136 MHz et 138-144 MHz sont attribuées aux services fixe et mobile.

ADD 275A Au Burundi, au Nigeria, en Sierra Leone, Gambie, dans les Provinces portugaises d'Outre-Mer de la Région 1 au sud de l'équateur, en Rhodésie et Nyassaland et au Rwanda, la bande 137-138 MHz est, de plus, attribuée aux services fixe et mobile.

03—07

NOC	276 277	
MOD	278	En Nouvelle-Zélande, les bandes 132-136 MHz et 138-144 MHz sont attribuées au service mobile aéronautique (OR).
MOD	279	En Australie, la bande 132-136 MHz est attribuée au service mobile aéronautique.
ADD	279A	En Australie, la bande 137-144 MHz est, de plus, attribuée au service de radiodiffusion pour la télévision.
SUP	280	
SUP	281	
ADD	281A	Pour l'utilisation de la bande 136-137 MHz, voir la Recommandation N° 000.
ADD	281B	En Région 2, la bande 136-137 MHz est, de plus, attribuée aux services fixe et mobile jusqu'au 1er janvier 1969. Toutefois, après cette date, à Cuba, cette bande demeurera, de plus, attribuée aux services fixe et mobile.
ADD	281C	En Algérie, Bulgarie, Hongrie, à Kuwait, au Liban, au Maroc, en Pologne, République Arabe Unie, Yougoslavie, Roumanie, Tchécoslovaquie et en U.R.S.S., la bande 137-138 MHz est, de plus, attribuée au service mobile aéronautique (OR). Dans les autres pays de la Région 1, la bande 137-138 MHz est, de plus, attribuée au service mobile aéronautique (OR), jusqu'au 1er janvier 1969.
ADD	281D	En Norvège, Suisse et en Turquie, la bande 137-138 MHz est, de plus, attribuée au service fixe et au service mobile sauf mobile aéronautique jusqu'au 1er janvier 1969.
ADD	281E	Dans les Régions 2 et 3, la bande 137-138 MHz est, de plus, attribuée aux services fixe et mobile jusqu'au 1er janvier 1969. Toutefois, après cette date, à Cuba, en Malaisie, au Pakistan et aux Philippines, la bande 137-138 MHz demeurera, de plus, attribuée aux services fixe et mobile.
ADD	281F	La bande 137-138 MHz sera principalement utilisée pour les recherches concernant la mise en service initiale, le perfectionnement technique et la maintenance de systèmes spatiaux en exploitation.
MOD	282	En Autriche, aux Pays-Bas et au Royaume-Uni, la bande 138-144 MHz sera attribuée ultérieurement au service fixe et au service mobile sauf mobile aéronautique.
MOD	283	Au Danemark, en Grèce, Norvège, au Portugal, en R. F. d'Allemagne, Suède, Suisse et en Turquie, la bande 138-144 MHz est, de plus, attribuée au service fixe et au service mobile sauf mobile aéronautique (R).
MOD	284	En Chine, la bande 138-144 MHz est, de plus, attribuée au service de radiolocalisation.

03—08

Le tableau de répartition des bandes de fréquences entre 144 MHz et 150,05 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
144-146 AMATEUR 284A		
146-149,9 FIXE MOBILE sauf mobile aéronautique (R) 274 285 285A	**146-148** AMATEUR 289 **148-149,9** FIXE MOBILE 285A 290	
149,9-150,05 RADIONAVIGATION PAR SATELLITES 285B		

ADD **284A** Dans la bande 144-146 MHz, le service d'amateur peut utiliser des satellites artificiels.

MOD **285** En Rhodésie et Nyassaland, et dans la R. Sudafricaine et le Territoire de l'Afrique du Sud-Ouest, les bandes 146-149,9 MHz et 150,05-174 MHz sont, de plus, attribuées au service mobile aéronautique.

ADD **285A** Les fréquences 148,25 MHz ± 15 kHz et 154,2 MHz ± 15 kHz peuvent être utilisées pour la télécommande spatiale, sous réserve d'accord entre les administrations intéressées et celles dont les services, fonctionnant conformément au présent Tableau, peuvent être affectés.

ADD **285B** Les stations des services fixe et mobile en exploitation peuvent continuer à utiliser cette bande jusqu'au 1er janvier 1969. Ce délai ne s'applique pas à l'Au-

triche, la Bulgarie, Cuba, la Hongrie, l'Iran, Kuwait, au Maroc, au Pakistan, aux Pays-Bas, à la Pologne, à la République Arabe Unie, à la Yougoslavie ni à la Roumanie, ou les services fixe et mobile continueront à avoir le statut de service primaire à égalité de droits avec le service de radionavigation par satellites (voir la Recommandation N° 6A).

NOC 289

MOD 290 En Nouvelle-Zélande, les bandes 148-149,9 MHz et 150,05-156 MHz sont attribuées au service mobile aéronautique (OR).

03—10

Le tableau de répartition des bandes de fréquences entre 150,05 MHz et 174 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
150,05-151 FIXE MOBILE sauf mobile aéronautique (R) 274 285 286 286A	**150,05-174** FIXE MOBILE	**150,05-170** FIXE MOBILE
151-154 FIXE MOBILE sauf mobile aéronautique (R) Auxiliaires de la météorologie 285 286 286A		
154-156 FIXE MOBILE sauf mobile aéronautique (R) 285 285A		
156-174 FIXE MOBILE sauf mobile aéronautique 285 287 288	285A 287	285A 287 290 **170-174** FIXE MOBILE RADIODIFFUSION

03—11

MOD	285	
MOD	286	En Région 1, la bande 150,05-153 MHz est, de plus, attribuée au service de radioastronomie. En assignant des fréquences aux nouvelles stations des autres services auxquels cette bande est attribuée, les administrations sont priées de prendre toutes les mesures possibles pour protéger les observations radioastronomiques de tout brouillage nuisible.
ADD	286A	Au Royaume-Uni, la bande 150,05-151 MHz est attribuée au service de radioastronomie, et la bande 151-153 MHz est attribuée, à titre primaire, au service de radioastronomie et, à titre secondaire, au service des auxiliaires de la météorologie; cependant, les dispositions du numéro 274 sont applicables dans cette bande.
NOC	287	
NOC	288	
MOD	290	

Le tableau de répartition des bandes de fréquences entre 174 MHz et 216 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
174-216	**174-216**	
RADIODIFFUSION	FIXE	
	MOBILE	
	RADIODIFFUSION	
291 292 293 294	294 295 296	

NOC **291 292 293 295 296**

MOD **294** La bande 183,1-184,1 MHz est, de plus, attribuée, à titre secondaire, au service de recherche spatiale.

Le tableau de répartition des bandes de fréquences entre 235 MHz et 328,6 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
235-267		
	FIXE MOBILE 305 309	
267-272		
	FIXE MOBILE *Spatial* (Télémesure) 309A 309B	
272-273		
	FIXE MOBILE SPATIAL (Télémesure) 309A	
273-328,6		
	FIXE MOBILE 310	

NOC **305 309**

NOC **310**

ADD **309A** Les stations spatiales qui utilisent des fréquences de la bande 267-273 MHz pour la télémesure peuvent également émettre des signaux de poursuite dans cette bande.

ADD **309B** Les administrations peuvent utiliser, dans leurs pays respectifs, à titre primaire, les fréquences de la bande 267-272 MHz pour la télémesure spatiale, sous réserve de l'accord des administrations intéressées et de celles dont les services, fonctionnant conformément au présent Tableau, pourraient être affectés.

03—14

Le tableau de répartition des bandes de fréquences entre 335,4 MHz et 401 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
335,4-399,9		
	FIXE	
	MOBILE	
399,9-400,05		
	RADIONAVIGATION PAR SATELLITES	
	311A	
400,05-401		
	AUXILIAIRES DE LA MÉTÉOROLOGIE	
	AUXILIAIRES DE LA MÉTÉOROLOGIE PAR SATELLITES (Télémesure de maintenance)	
	RECHERCHE SPATIALE (Télémesure et poursuite)	
	312A 313 314	

ADD **311A** Les stations des services fixe et mobile en exploitation peuvent continuer à utiliser cette bande jusqu'au 1er janvier 1969. Ce délai ne s'applique pas à la Bulgarie, Cuba, la Grèce, la Hongrie, l'Iran, Kuwait, au Liban, au Maroc, à la République Arabe Unie, ni à la Yougoslavie où les services fixe et mobile continueront à avoir le même statut que le service de radionavigation par satellites (voir la Recommandation N° 6A).

SUP **312**

ADD **312A** En Suède, la bande 400,05-401 MHz est, de plus, attribuée aux services fixe et mobile jusqu'au 1er janvier 1966.

MOD **313** En Albanie, Bulgarie, Grèce, Hongrie, Pologne, République Arabe Unie, Yougoslavie, Roumanie, Tchécoslovaquie et en U.R.S.S., la bande 400,05-401 MHz est, de plus, attribuée aux services fixe et mobile.

MOD **314** Au Royaume-Uni, la bande 400,05-420 MHz est, de plus, attribuée au service de radiolocalisation; dans la portion de bande 400,05-410 MHz, le service de radiolocalisation est un service secondaire.

Le tableau de répartition des bandes de fréquences entre 401 MHz et 406 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
401-402	AUXILIAIRES DE LA MÉTÉOROLOGIE SPATIAL (Télémesure) 315A *Fixe* *Mobile* sauf mobile aéronautique 314 315 315B 316	
402-406	AUXILIAIRES DE LA MÉTÉOROLOGIE *Fixe* *Mobile* sauf mobile aéronautique 314 315 316 317	

MOD 314

NOC 315

ADD 315A Les stations spatiales utilisant, pour des besoins de télémesure, des fréquences de la bande 401-402 MHz peuvent également émettre des signaux de poursuite dans cette bande.

ADD 315B En Australie, le service spatial (télémesure) est un service secondaire dans la bande 401-402 MHz.

NOC 316

MOD 317 La bande 404-410 MHz dans la Région 2, et la bande 406-410 MHz dans les Régions 1 et 3 sont, de plus, attribuées au service de radioastronomie. Une bande continue comprise dans ces limites sera définie à un niveau national ou régional. En assignant des fréquences aux stations des autres services auxquels ces bandes sont attribuées, les administrations sont priées de prendre toutes les mesures possibles pour protéger les observations radioastronomiques de tout brouillage nuisible.

03—16

Le tableau de répartition des bandes de fréquences entre 420 MHz et 470 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
420-430 FIXE MOBILE sauf mobile aéronautique *Radiolocalisation* 318 319	**420-450**	
430-440 AMATEUR RADIOLOCALISATION 318 319 320 321 322	RADIOLOCALISATION *Amateur*	
440-450 FIXE MOBILE sauf mobile aéronautique *Radiolocalisation* 318 319 319A	318 319A 323 324	
450-460	FIXE MOBILE 318 319A	
460-470	FIXE MOBILE *Auxiliaires de la météorologie par satellites* 318A	

03—17

NOC **318 319 320 321 322 323 324**

ADD **318A** En Bulgarie, à Cuba, en Hongrie, Pologne, Roumanie, Tchécoslovaquie et en U.R.S.S., la bande 460-470 MHz peut être utilisée, à titre primaire, par le service des auxiliaires de la météorologie par satellites sous réserve d'accord entre les administrations intéressées et celles dont les services, actuels ou futurs, fonctionnant conformément au présent Tableau, pourraient être affectés.

ADD **319A** La bande 449,75-450,25 MHz peut être utilisée pour la télécommande spatiale, sous réserve d'accord entre les administrations intéressées et celles dont les services, assurés conformément au présent Tableau, peuvent être affectés.

03—18

Le tableau de répartition des bandes de fréquences entre 470 MHz et 890 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
470-582	**470-890** RADIODIFFUSION	**470-585**
582-606		**585-610** RADIONAVIGATION 336 337
606-790 RADIODIFFUSION 326 329 330 330A 331 332		**610-890** FIXE MOBILE RADIODIFFUSION
790-890	332	332 338 339

NOC **326 329**

MOD **330** En Région 1, à l'exception de la Zone africaine de radiodiffusion *, le service de radionavigation peut continuer à fonctionner dans la bande 606-610 MHz jusqu'à ce que cette bande soit nécessaire au service de radiodiffusion.

330.1 * Pour l'application du présent Règlement, le terme « Zone africaine de radiodiffusion» désigne:

a) les pays, parties de pays, territoires et groupes de territoires africains situés entre les parallèles 40° Sud et 30° Nord,

b) les îles de l'Océan indien à l'ouest du méridien 60° Est, situées entre le parallèle 40° Sud et l'arc de grand cercle joignant les points de coordonnées 45° Est, 11° 30′ Nord et 60° Est, 15° Nord,

c) les îles de l'Océan Atlantique à l'Est de la ligne B définie au numéro 131 du présent Règlement, situées entre les parallèles 40° Sud et 30° Nord.

ADD 330A Dans la Zone africaine de radiodiffusion *, la bande 606-614 MHz est attribuée au service de radioastronomie.

NOC 331

MOD 332 La bande 606-614 MHz en Région 1, à l'exception de la Zone africaine de radiodiffusion *, et la bande 610-614 MHz en Région 3 peuvent être utilisées par le service de radioastronomie. Les administrations éviteront, aussi longtemps que possible, d'utiliser ces bandes pour le service de radiodiffusion et ensuite, dans la mesure du possible, d'utiliser des puissances apparentes rayonnées susceptibles d'entraîner des brouillages nuisibles aux observations de radioastronomie.

En Région 2, la bande 608-614 MHz est réservée en exclusivité pour le service de radioastronomie jusqu'à la date de la prochaine Conférence administrative des radiocommunications postérieure au 1er janvier 1974 qui sera compétente pour réviser cette clause; toutefois, cette clause ne s'applique pas à Cuba.

NOC 336 337 338 339

* Voir 330-1

Le tableau de répartition des bandes de fréquences entre 890 MHz et 1215 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
890-942 FIXE RADIODIFFUSION *Radiolocalisation* 329 331 333 339A	**890-942** FIXE RADIOLOCALISATION 339A 340	**890-942** FIXE MOBILE RADIODIFFUSION *Radiolocalisation* 339 339A
942-960 FIXE RADIODIFFUSION 329 331 333 339A	**942-960** FIXE 339A	**942-960** FIXE MOBILE RADIODIFFUSION 338 339 339A
960-1 215 RADIONAVIGATION AÉRONAUTIQUE 341		

NOC 333 340

ADD 339A Des parties déterminées de la bande 900-960 MHz peuvent aussi être utilisées, à titre secondaire, à des fins expérimentales relatives à la recherche spatiale.

MOD 341 la bande 960-1 215 MHz est réservée, dans le monde entier, pour l'utilisation et le développement d'aides électroniques à la navigation aéronautique installés à bord des aéronefs ainsi que des installations terrestres qui leur sont directement associées.

Le tableau de répartition des bandes de fréquences entre 1 400 MHz et 1 660 MHz est remplacé par le suivant, les attributions du Règlement des Radiocommunications, Genève, 1959, étant conservées pour la bande 1429—1525 MHz:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
1 400-1 427		
	RADIOASTRONOMIE	
1 427-1 429		
	FIXE MOBILE sauf mobile aéronautique SPATIAL (Télécommande)	
1 429-1525	**1 429-1 435** **1 435-1 525**	**1 429-1 525**
1 525-1 535 FIXE 350B SPATIAL (Télémesure) 350A *Mobile* sauf mobile aéronautique 350C	**1 525-1 535** SPATIAL (Télémesure) 350A *Fixe* *Mobile* 350D	**1 525-1 535** FIXE 350B SPATIAL (Télémesure) 350A *Mobile* 350E
1 535-1 540		
	SPATIAL (Télémesure) 350A 351 352 352C	
1 540-1 660		
	RADIONAVIGATION AÉRONAUTIQUE 351 352 352A 352B 352D	

SUP **350**

ADD **350A** Les stations spatiales qui utilisent, pour des besoins de télémesure, des fréquences de la bande 1 525-1 540 MHz peuvent également émettre des signaux de poursuite dans cette bande.

03—22

ADD	350B	Pour le statut du service fixe, voir la Résolution N° 3A.
ADD	350C	En Albanie, Bulgarie, France, Hongrie, à Kuwait, au Liban, au Maroc, en Pologne, République Arabe Unie, Yougoslavie, Roumanie, Tchécoslovaquie et en U.R.S.S., la bande 1 525-1 535 MHz est, de plus, attribuée, à titre primaire, au service mobile sauf mobile aéronautique. Pour le statut de ce service, voir la Résolution N° 3A.
ADD	350D	A Cuba, la bande 1 525-1 535 MHz est, de plus, attribuée, à titre primair au service mobile.
ADD	350E	Au Japon, la bande 1 525-1 535 MHz est, de plus, attribuée, à titre primaire, au service mobile jusqu'au 1er janvier 1969.
MOD	351	En Italie, la bande 1 535-1 600 MHz est, de plus, attribuée au service fixe jusqu'au 1er janvier 1970.
MOD	352	En Albanie, Bulgarie, Hongrie, Pologne, Roumanie, Tchécoslovaquie et en U.R.S.S., la bande 1 535-1 660 MHz est, de plus, attribuée au service fixe. Pour le statut du service fixe dans la bande 1 535-1 540 MHz, voir la Résolution N° 3A.
ADD	352A	Les bandes 1 540-1 660 MHz, 4 200-4 400 MHz, 5 000-5 250 MHz et 15,4-15,7 GHz sont réservées, dans le monde entier, pour l'utilisation et le développement d'aides électroniques à la navigation aéronautique installés à bord des aéronefs ainsi que pour l'utilisation et le développement des installations terrestres ou sur satellites qui leur sont directement associées.
ADD	352B	Les bandes 1 540-1 660 MHz, 5 000-5 250 MHz et 15,4-15,7 GHz sont, de plus, attribuées au service mobile aéronautique (R) pour l'utilisation et le développement de systèmes faisant appel à des techniques de télécommunication spatiale. Cette utilisation et ce développement feront l'objet d'accords et de mesures de coordination entre les administrations intéressées et celles dont les services, fonctionnant conformément au présent Tableau, pourraient être affectés.
ADD	352C	Au Maroc et en Yougoslavie, la bande 1 535-1 540 MHz est, de plus, attribuée au service de radionavigation aéronautique.
ADD	352D	En Autriche, Indonésie et en R.F. d'Allemagne, la bande 1540-1660 MHz est, de plus, attribuée au service fixe.

Le tableau de répartition des bandes de fréquences entre 1 660 MHz et 1 710 MHz est remplacé par le suivant, les attributions du Règlement des radiocommunications, Genève, 1959, étant conservées pour la bande 1670—1690 MHz:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
1 660-1 664,4		
	AUXILIAIRES DE LA MÉTÉOROLOGIE AUXILIAIRES DE LA MÉTÉOROLOGIE PAR SATELLITES 324A 353 354 354A 354B	
1 664,4-1 668,4		
	AUXILIAIRES DE LA MÉTÉOROLOGIE AUXILIAIRES DE LA MÉTÉOROLOGIE PAR SATELLITES 324A *Radioastronomie* 353 353A 354 354A 354B	
1 668,4-1 670		
	AUXILIAIRES DE LA MÉTÉOROLOGIE AUXILIAIRES DE LA MÉTÉOROLOGIE PAR SATELLITES 324A 353 354 354A 354B	
1 670-1 690		
1 690-1 700 AUXILIAIRE DE LA MÉTÉOROLOGIE AUXILIAIRES DE LA MÉTÉOROLOGIE PAR SATELLITES 324A *Fixe* *Mobile* sauf mobile aéronautique 353 354A	**1 690-1 700** AUXILIAIRES DE LA MÉTÉOROLOGIE AUXILIAIRES DE LA MÉTÉOROLOGIE PAR SATELLITES 324A 354A 354C	

03—24

MHz

Attribution aux services		
Région 1	Région 2	Région 3
1 700-1 710 FIXE RECHERCHE SPATIALE (télémesure et poursuite) *Mobile*	**1 700-1 710** RECHERCHE SPATIALE (télémesure et poursuite) 355A	**1 700-1 710** FIXE MOBILE RECHERCHE SPATIALE (télémesure et poursuite)

ADD 324A Il est prévu que les stations spatiales de satellite de météorologie fonctionnant dans cette bande émettront vers des stations terriennes spécialement choisies. L'emplacement de ces stations terriennes est à déterminer par voie d'accord entre les administrations intéressées et celles dont les services, fonctionnant conformément au présent Tableau, peuvent être affectés.

NOC 353

ADD 353A Par suite des succès obtenus par les radioastronomes dans l'observation de deux raies spectrales dans le voisinage des fréquences 1 665 MHz et 1 667 MHz, les administrations sont instamment priées d'accorder toute la protection pratiquement possible dans la bande 1 664,4-1 668,4 MHz en vue des futures recherches de radioastronomie.

NOC 354

ADD 354A En Algérie, Bulgarie, à Cuba, en Hongrie, à Kuwait, au Liban, Maroc, Pakistan, en Pologne, République Arabe Unie, Yougoslavie, Roumanie, Tchécoslovaquie et en U.R.S.S., les bandes 1 660-1 670 MHz et 1 690-1 700 MHz sont, de plus, attribuées au service fixe et au service mobile sauf mobile aéronautique.

ADD 354B En Australie, à Chypre, en Espagne, Ethiopie, Indonésie, Israël, Nouvelle-Zélande, au Portugal, dans les Provinces espagnoles d'Afrique, au Royaume-Uni, en Suède et en Suisse, la bande 1 660-1 670 MHz est, de plus, attribuée, à titre secondaire, au service fixe et au service mobile sauf mobile aéronautique.

ADD 354C En Australie, Indonésie et en Nouvelle-Zélande, la bande 1 690-1 700 MHz est, de plus, attribuée, à titre secondaire, au service fixe et au service mobile sauf mobile aéronautique.

SUP 355

ADD 355A A Cuba, la bande 1 700-1 710 MHz est, de plus, attribuée aux services fixe et mobile.

Le tableau de répartition des bandes de fréquences entre 1 710 MHz et 2 290 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
1 710-1 770 FIXE *Mobile* 356	**1 710-1 770** FIXE MOBILE	
1 770-1 790 FIXE *Auxiliaires de la météorologie par satellites* 356AA *Mobile* 356	**1 770-1 790** FIXE MOBILE *Auxiliaires de la météorologie par satellites* 356AA	
1 790-2 290 FIXE *Mobile* 356 356A	**1 790-2 290** FIXE MOBILE 356A	

NOC 356

ADD 356AA En Bulgarie, à Cuba, en Hongrie, Pologne, Roumanie, Tchécoslovaquie et en U.R.S.S., le service des auxiliaires de la météorologie par satellites est un service primaire dans la bande 1 770-1 790 MHz, sous réserve de coordination avec les administrations intéressées et celles dont les services, fonctionnant conformément au présent Tableau, peuvent être affectés par la situation des stations terriennes.

ADD 356A La bande 2 110-2 120 MHz peut être utilisée pour la télécommande des engins spatiaux servant à la recherche dans l'espace lointain, sous réserve d'accord entre les administrations intéressées et celles dont les services, fonctionnant conformément au présent Tableau, peuvent être affectés.

03—26

Le tableau de répartition des bandes de fréquences entre 2 290 MHz et 2 300 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
2 290-2 300 FIXE RECHERCHE SPATIALE (Télémesure et poursuite dans l'espace lointain) 356C *Mobile*	**2 290-2 300** RECHERCHE SPATIALE (Télémesure et poursuite dans l'espace lointain) 356B	**2 290-2 300** FIXE MOBILE RECHERCHE SPATIALE (Télémesure et poursuite dans l'espace lointain)

ADD 356B A Cuba, la bande 2 290-2 300 MHz est, de plus, attribuée aux services fixe et mobile.

ADD 356C En Autriche, le service de recherche spatiale, dans la bande 2 290-2 300 MHz, est un service secondaire.

Le tableau de répartition des bandes de fréquences entre 2 550 MHz et 2 700 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
2 550-2 690	FIXE MOBILE 362 363 364	
2 690-2 700	RADIOASTRONOMIE 363 364A 364B 365	

NOC 362

MOD 363 Dans la R. F. d'Allemagne, la bande 2 550-2 690 MHz est attribuée au service fixe et la bande 2 690-2 700 MHz est, de plus, attribuée au service fixe.

MOD 364 En Région 1, les systèmes utilisant la diffusion troposphérique peuvent fonctionner dans la bande 2 550-2 690 MHz sous réserve d'accords conclus entre les administrations intéressées et celles dont les services auxquels la bande est attribuée sont susceptibles d'être affectés.

ADD 364A En Algérie, Bulgarie, à Cuba, en Hongrie, Inde, Israël, Kuwait, au Liban, au Maroc, au Pakistan, aux Philippines, en Pologne, République Arabe Unie, Yougoslavie, Roumanie, Tchécoslovaquie et en U.R.S.S., la bande 2 690-2 700 MHz est, de plus, attribuée aux services fixe et mobile.

ADD 364B En Algérie, Bulgarie, Hongrie, Pologne, République Arabe Unie, Yougoslavie, Roumanie, Tchécoslovaquie et en U.R.S.S., les systèmes utilisant la diffusion troposphérique peuvent fonctionner dans la bande 2 690-2 700 MHz sous réserve d'accords conclus entre les administrations intéressées et celles dont les services auxquels la bande est attribuée conformément au présent Tableau sont susceptibles d'être affectés.

MOD 365 En assignant des fréquences aux stations du service fixe et du service mobile, les administrations sont priées de prendre toutes les mesures possibles pour protéger les observations radioastronomiques de tout brouillage nuisible.

03—28

Le tableau de répartition des bandes de fréquences entre 3 300 MHz et 4 200 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
3 300-3 400 RADIOLOCALISATION 370 371	**3 300-3 400** RADIOLOCALISATION *Amateur* 376	
3 400-3 600 FIXE MOBILE TÉLÉCOMMUNICATION PAR SATELLITES (Satellite vers Terre) 374A *Radiolocalisation* 372 373 374 375	**3 400-3 500** RADIOLOCALISATION TÉLÉCOMMUNICATION PAR SATELLITES (Satellite vers Terre) 374A *Amateur* 376	
3 600-4 200 FIXE TÉLÉCOMMUNICATION PAR SATELLITES (Satellite vers Terre) 374A *Mobile* 374	**3 500-3 700** FIXE MOBILE RADIOLOCALISATION TÉLÉCOMMUNICATION PAR SATELLITES (Satellite vers Terre) 374A	**3 500-3 700** RADIOLOCALISATION TÉLÉCOMMUNICATION PAR SATELLITES (Satellite vers Terre) 374A *Fixe* *Mobile* 377 378
	3 700-4 200 FIXE MOBILE TÉLÉCOMMUNICATION PAR SATELLITES (Satellite vers Terre) 374A 379	

NOC	370 371 372 374 375 376 377 378.	
MOD	373	Au Danemark, en Norvège, en Suède et en Suisse, les services fixe et mobile, le service de radiolocalisation et le service de télécommunication par satellites fonctionnent sur une base d'égalité dans la bande 3 400-3 600 MHz.
ADD	374A	Cette bande peut, de plus, être utilisée pour la transmission de signaux de poursuite et de télémesure intéressant les stations spatiales de satellite de télécommunication fonctionnant dans la même bande.
MOD	379	En Australie, la bande 3 700-3 770 MHz est attribuée aux service de radiolocalisation et de télécommunication par satellites.
SUP	380	

03—30

Le tableau de répartition des bandes de fréquences entre 4 200 MHz et 5 000 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
4 200-4 400		
	RADIONAVIGATION AÉRONAUTIQUE	
	352A 381 382 383	
4 400-4 700		
	FIXE	
	MOBILE	
	TÉLÉCOMMUNICATION PAR SATELLITES (Terre vers satellite)	392A
4 700-4 990		
	FIXE	
	MOBILE	
	354 365	
4 990-5 000	**4 990-5 000**	**4 990-5 000**
FIXE	RADIOASTRONOMIE	FIXE
MOBILE		MOBILE
RADIOASTRONOMIE		RADIOASTRONOMIE
365	383A	365

03—31

MOD **365**

NOC **381 382 383**

ADD **383A** A Cuba, la bande 4 990-5 000 MHz est, de plus, attribuée aux services fixe et mobile, et les dispositions du numéro 365 s'appliquent.

ADD **392A** Cette bande peut, de plus, être utilisée pour la transmission de signaux de télécommande intéressant les stations terriennes de télécommunication par satellites fonctionnant dans la même bande.

Le tableau de répartition des bandes de fréquences entre 5 000 MHz et 5 350 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
5 000-5 250	RADIONAVIGATION AÉRONAUTIQUE 352A 352B	
5 250-5 255	RADIOLOCALISATION *Recherche spatiale* 384	
5 255-5 350	RADIOLOCALISATION 384 384A	

MOD 384 En Albanie, Autriche, Bulgarie, Hongrie, Pologne, Roumanie, Suisse, Tchécoslovaquie et en U.R.S.S., la bande 5 250-5 350 MHz est, de plus, attribuée au service de radionavigation.

ADD

ADD

MOD 384A En Suède, la bande 5 255-5 350 MHz est, de plus, attribuée au service de radionavigation.

ADD

Le tableau de répartition des bandes de fréquences entre 5 650 MHz et 6 425 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
5 650-5 670	RADIOLOCALISATION *Amateur* 388 389	
5 670-5 725	RADIOLOCALISATION *Amateur* *Recherche spatiale* (Espace lointain) 388 389 389A	
5 725-5 850 RADIOLOCALISATION TÉLÉCOMMUNICATION PAR SATELLITES (Terre vers satellite) 392A *Amateur* 354 388 390 391	**5 725-5 850** RADIOLOCALISATION *Amateur* 389 391	
5 850-5 925 FIXE MOBILE TÉLÉCOMMUNICATION PAR SATELLITES (Terre vers satellite) 392A 391	**5 850-5 925** RADIOLOCALISATION *Amateur* 391	**5 850-5 925** FIXE MOBILE TÉLÉCOMMUNICATION PAR SATELLITES (Terre vers satellite) 392A *Radiolocalisation* 391
5 925-6 425	FIXE MOBILE TÉLÉCOMMUNICATION PAR SATELLITES (Terre vers satellite) 392A	

03—34

NOC **354 388 389 391**

ADD **389A** En Bulgarie, à Cuba, en Hongrie, Pologne, Roumanie, Tchécoslovaquie et en U.R.S.S., le service de recherche spatiale est un service primaire dans la bande 5 670-5 725 MHz.

MOD **390** En Albanie, Bulgarie, Hongrie, Pologne, Roumanie, Tchécoslovaquie et en U.R.S.S., la bande 5 800-5 850 MHz est attribuée aux services fixe et mobile et au service de télécommunication par satellites.

SUP **392**

Le tableau de répartition des bandes de fréquences entre 6 425 MHz et 7 750 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
6 425-7 250	FIXE MOBILE 392F 393 393A	
7 250-7 300	TÉLÉCOMMUNICATION PAR SATELLITES (Satellite vers Terre) 374A 392C 392D 392G	
7 300-7 750	FIXE MOBILE TÉLÉCOMMUNICATION PAR SATELLITES (Satellite vers Terre) 392F	374A 392D

ADD 392C Les stations des services fixe et mobile, précédemment autorisées dans les bandes 7 250-7 300 MHz et 7 975-8 025 MHz, peuvent continuer à fonctionner dans ces bandes jusqu'au 1er janvier 1969. Cette disposition ne s'applique pas aux pays cités aux numéros 392G et 392H.

ADD 392D A titre d'exception, lorsque le service de télécommunication par satellites fait usage de satellites passifs, il peut aussi utiliser la bande 7 250-7 750 MHz, sous réserve:

a) d'accord entre les administrations intéressées et celles dont les services, fonctionnant conformément au présent Tableau, peuvent être affectés;

b) de l'application de la procédure de coordination, telle qu'elle est définie aux articles 9 et 9A.

03—36

Dans ce cas, les stations de ce service ne doivent pas causer, dans les stations terriennes recevant les émissions de satellites actifs, des brouillages plus importants que ceux qui seraient causés par les services fixe et mobile. Les limites de la densité de flux de puissance à la surface de la Terre, après réflexion sur les satellites passifs du service de télécommunication par satellites, ne doivent pas dépasser les valeurs limites prescrites par le présent Règlement pour le service de télécommunication par satellites faisant usage de satellites actifs.

Le maximum de la puissance apparente rayonnée dans une direction quelconque du plan horizontal par les stations terriennes effectuant des émissions à destination de satellites passifs ne doit pas dépasser +55 dbW, compte non tenu du facteur d'écran du terrain. Si la distance entre la station terrienne effectuant des émissions à destination de satellites passifs et le territoire d'une autre administration dépasse 400 km, cette limite peut être augmentée, dans la direction considérée, de 2 db par 100 km au-delà de 400 km, jusqu'à un maximum de 65 dbW.

ADD 392F Dans les bandes 7 200-7 250 MHz et 7 300-7 750 MHz, le service des auxiliaires de la météorologie par satellites peut utiliser, à titre primaire, une bande ayant une largeur maximale de 100 MHz. Ces bandes peuvent, de plus, être utilisées pour la transmission de signaux de poursuite et de télémesure intéressant les stations spatiales de météorologie par satellites fonctionnant dans la même bande.

ADD 392G En Algérie, Autriche, Bulgarie, à Chypre, à Cuba, en Ethiopie, Finlande, Hongrie, au Japon, à Kuwait, au Liban, au Libéria, en Malaisie, au Maroc, aux Philippines, en Pologne, en République Arabe Unie, Yougoslavie, Roumanie, Suède, Suisse, Tchécoslovaquie, et en U.R.S.S., la bande 7 250-7 300 MHz est, de plus, attribuée aux services fixe et mobile.

MOD 393 En Italie, la bande 6 450-6 575 MHz est, de plus, attribuée au service de radiolocalisation.

ADD 393A La bande 7 120-7 130 MHz peut être utilisée pour la télécommande intéressant le service spatial sous réserve d'accord entre les administrations intéressées et celles dont les services, fonctionnant conformément au présent Tableau, peuvent être affectés.

Le tableau de répartition des bandes de fréquences entre 7 750 MHz et 8 500 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
7 750-7 900	FIXE MOBILE	
7 900-7 975	FIXE MOBILE TÉLÉCOMMUNICATION PAR SATELLITES (Terre vers satellite) 392A	
7 975-8 025	TÉLÉCOMMUNICATION PAR SATELLITES (Terre vers satellite) 392A 392C 392H	
8 025-8 400	FIXE MOBILE TÉLÉCOMMUNICATION PAR SATELLITES (Terre vers satellite) 392A 394 394B	
8 400-8 500 FIXE MOBILE RECHERCHE SPATIALE 394A 394D	**8 400-8 500** RECHERCHE SPATIALE 394C	**8 400-8 500** FIXE MOBILE RECHERCHE SPATIALE 394A 394D

03—38

ADD **392H** En Algérie, Bulgarie, à Cuba, en Ethiopie, Finlande, Hongrie, au Japon, à Kuwait, au Liban, au Maroc, en Pologne, en République Arabe Unie, Yougoslavie, Roumanie, Suède, Suisse, Tchécoslovaquie et en U.R.S.S., la bande 7 975-8 025 MHz est, de plus, attribuée aux services fixe et mobile.

MOD **394** En Australie et au Royaume-Uni, la bande 8 250-8 400 MHz est attribuée au service de radiolocalisation et au service de télécommunication par satellites.

ADD **394A** En Australie et au Royaume-Uni, la bande 8 400-8 500 MHz est attribuée aux services de radiolocalisation et de recherche spatiale.

ADD **394B** En Israël, la bande 8 025-8 400 MHz est attribuée, à titre primaire, aux services fixe et mobile et, à titre secondaire, au service de télécommunication par satellites.

ADD **394C** A Cuba, la bande 8 400-8 500 MHz est, de plus, attribuée aux services fixe et mobile.

ADD **394D** En Autriche, Belgique, France, Israël, au Luxembourg et en Malaisie, le service de recherche spatiale est un service secondaire dans la bande 8 400-8 500 MHz.

Le tableau de répartition des bandes de fréquences entre 800 MHz et 10 500 MHz est remplacé par le suivant:

MHz

Attribution aux services		
Région 1	Région 2	Région 3
9 800-10 000	RADIOLOCALISATION *Fixe* 400 401 401A	
10 000-10 500	RADIOLOCALISATION *Amateur* 401A 402 403	

NOC **400 401 402 403**

ADD **401A** La bande 9 975-10 025 MHz peut être utilisée par les radiodétecteurs météorologiques installés dans les stations spatiales de satellite de météorologie.

Le tableau de répartition des bandes de fréquences entre 10,55 GHz et 10,7 GHz est remplacé par le suivant:

GHz

Attribution aux services		
Région 1	Région 2	Région 3
10,55-10,68	FIXE MOBILE *Radiolocalisation*	
10,68-10,7	RADIOASTRONOMIE 405A 405B	

SUP **405**

ADD **405A** En Australie et au Royaume-Uni, la bande 10,68-10,7 GHz est, de plus, attribuée, à titre secondaire, au service de radiolocalisation.

ADD **405B** En Algérie, Bulgarie, à Cuba, en Hongrie, au Japon, à Kuwait, au Liban, au Pakistan, en Pologne, République Arabe Unie, Yougoslavie, Roumanie, Tchécoslovaquie et en U.R.S.S., la bande 10,68-10,7 GHz est, de plus, attribuée aux services fixe et mobile.

Le tableau de répartition des bandes de fréquences entre 14 GHz et 15,7 GHz est remplacé par le suivant:

GHz

Attribution aux services		
Région 1	Région 2	Région 3
14-14,3	RADIONAVIGATION 407	
14,3-14,4	RADIONAVIGATION PAR SATELLITES	
14,4-15,25	FIXE MOBILE	
15,25-15,35	RECHERCHE SPATIALE 409A 409B	
15,35-15,4	RADIOASTRONOMIE 409C	
15,4-15,7	RADIONAVIGATION AÉRONAUTIQUE 352A 352B 407	

MOD **407** En Albanie, Bulgarie, Hongrie, Pologne, Roumanie, Tchécoslovaquie et en U.R.S.S., les bandes 13,25-13,5 GHz, 14,175-14,3 GHz, 15,4-17,7 GHz, 21-22 GHz, 23-24,25 GHz et 33,4-36 GHz sont, de plus, attribuées aux services fixe et mobile.

03—42

ADD 409A En Algérie, Bulgarie, à Cuba, en Hongrie, à Kuwait, au Liban, au Maroc, au Pakistan, en Pologne, République Arabe Unie, Yougoslavie, Roumanie, Tchécoslovaquie et en U.R.S.S., la bande 15,25-15,35 GHz est, de plus, attribuée aux services fixe et mobile.

ADD 409B En Autriche, Belgique, au Japon, aux Pays-Bas, au Portugal, dans la R.F. d'Allemagne, au Royaume-Uni et en Suisse, la bande 15,25-15,35 GHz est, de plus, attribuée, à titre secondaire, aux services fixe et mobile.

ADD 409C En Algérie, Bulgarie, à Cuba, en Hongrie, à Kuwait, au Liban, au Maroc, au Pakistan, en Pologne, République Arabe Unie, Yougoslavie, Roumanie, Tchécoslovaquie et en U.R.S.S., la bande 15,35-15,4 GHz est, de plus, attribuée aux services fixe et mobile.

Le tableau de répartition des bandes de fréquences entre 17,7 GHz et 21 GHz est remplacé par le suivant:

GHz

Attribution aux services		
Région 1	Région 2	Région 3
17,7-19,3		
	FIXE MOBILE	
19,3-19,4		
	RADIOASTRONOMIE 409D	
19,4-21		
	FIXE MOBILE	

ADD **409D** En Bulgarie, à Cuba, en Hongrie, à Kuwait, au Liban, en Pologne, République Arabe Unie, Roumanie, Tchécoslovaquie et en U.R.S.S., la bande 19,3-19,4 GHz est, de plus, attribuée aux services fixe et mobile.

03—44

Le tableau de répartition des bandes de fréquences entre 25,25 GHz et 40 GHz est remplacé par le suivant:

GHz

Attribution aux services		
Région 1	Région 2	Région 3
25,25-31	FIXE MOBILE	
31-31,3	FIXE MOBILE *Recherche spatiale* 412 H	
31,3-31,5	RADIOASTRONOMIE 412A	
31,5-31,8 RECHERCHE SPATIALE *Fixe* *Mobile*	**31,5-31,8** RECHERCHE SPATIALE 405C	**31,5-31,8** RECHERCHE SPATIALE *Fixe* *Mobile*
31,8-32,3	RADIONAVIGATION *Recherche spatiale* 412B	
32,3-33	RADIONAVIGATION	

03—45

GHz

Attribution aux services		
Région 1	Région 2	Région 3
33-33,4 RADIOASTRONOMIE RADIONAVIGATION	**33-33,4** RADIONAVIGATION 412F	
33,4-34,2 RADIOLOCALISATION 407 408 412 412G		
34,2-35,2 RADIOLOCALISATION *Recherche spatiale* 407 408 412 412C 412D		
35,2-36 RADIOLOCALISATION 407 408 412		
36-40 FIXE MOBILE 412E		

ADD **405C** A Cuba, la bande 31,5-31,8 GHz est, de plus, attribuée, à titre secondaire, aux services fixe et mobile.

MOD **407**

NOC **408 412**

ADD **412A** En Bulgarie, à Cuba, en Hongrie, Pologne, République Arabe Unie, Roumanie, Tchécoslovaquie et en U.R.S.S., la bande 31,3-31,5 GHz est, de plus, attribuée aux services fixe et mobile.

ADD **412B** En Bulgarie, à Cuba, en Hongrie, Pologne, Yougoslavie, Roumanie, Tchécoslovaquie et en U.R.S.S., le service de recherche spatiale est un service primaire dans la bande 31,8-32,3 GHz.

03—46

ADD **412C** En Bulgarie, à Cuba, en Hongrie, Pologne, Roumanie, Tchécoslovaquie et en U.R.S.S., le service de recherche spatiale est un service primaire dans la bande 34,2-35,2 GHz.

ADD **412D** La bande 34,4-34,5 GHz peut être utilisée par les radiodétecteurs météorologiques installés dans les stations spatiales de satellite de météorologie, pour la détection des nuages.

ADD **412E** En Bulgarie, à Cuba, en Hongrie, en Pologne, Yougoslavie, Roumanie, Tchécoslovaquie et en U.R.S.S., la bande 36,5-37,5 GHz est, de plus, attribuée au service de radioastronomie.

ADD **412F** A Cuba et en Inde, la bande 33-33,4 GHz est, de plus, attribuée au service de radioastronomie.

ADD **412G** En Bulgarie, à Cuba, en Hongrie, en Pologne, Yougoslavie, Roumanie, Tchécoslovaquie et en U.R.S.S., la bande 33,4-34 GHz est, de plus, attribuée au service de radioastronomie.

ADD **412H** En Bulgarie, à Cuba, en Hongrie, Pologne, Roumanie, Tchécoslovaquie et en U.R.S.S., le service de recherche spatiale est un service primaire dans la bande 31-31,3 GHz.

ANNEXE 4

Révision de l'article 7 du Règlement des radiocommunications

L'article 7 du Règlement des radiocommunications est révisé comme suit:

Les nouvelles sections VII, VIII et IX suivantes sont ajoutées à la suite de la section VI

ADD **Section VII. Services de Terre partageant des bandes de fréquences avec les services spatiaux entre 1 GHz et 10 GHz**

Choix des emplacements et des fréquences

ADD **470A** § 18. Les emplacements et les fréquences des stations de Terre fonctionnant dans les bandes de fréquences partagées, avec égalité des droits, entre les services de Terre et les services spatiaux doivent être choisis conformément aux avis pertinents du C.C.I.R. relatifs à leur séparation géographique avec les stations terriennes.

Limites de puissance

ADD **470B** § 19. (1) Le niveau maximal de puissance apparente rayonnée par un émetteur d'une station du service fixe ou du service mobile et par l'antenne qui lui est associée, ne doit pas dépasser +55dbW.

ADD **470C** (2) Le niveau maximal de puissance fournie à l'antenne par un émetteur du service fixe ou du service mobile ne doit pas dépasser +13 dbW.

ADD **470D** (3) Les limites spécifiées aux numéros **470B** et **470C** s'appliquent dans les bandes de fréquences ci-après qui sont attribuées au service de télécommunication par satellites pour la réception par les stations spatiales lorsqu'elles sont partagées, avec égalité des droits, avec le service fixe ou le service mobile:

ADD 5 800-5 850 MHz (pour les pays mentionnés au numéro **390**)
5 850-5 925 MHz (Régions 1 et 3)
5 925-6 425 MHz
7 900-8 100 MHz

4—01

ADD **Section VIII. Services spatiaux partageant des bandes de fréquences avec les services de Terre entre 1 GHz et 10 GHz**

Choix des emplacements et des fréquences

ADD **470E** § 20. Les emplacements et les fréquences des stations terriennes fonctionnant dans les bandes de fréquences partagées, avec égalité des droits, entre les services de Terre et les services spatiaux, doivent être choisis conformément aux avis pertinents du C.C.I.R. relatifs à leur séparation géographique avec les stations de Terre.

Limites de puissance

ADD **470F** § 21. (1) Stations terriennes du service de télécommunication par satellites.

ADD **470G** (2) Le niveau de la puissance moyenne apparente rayonnée par une station terrienne dans une direction quelconque du plan horizontal [1] ne doit pas dépasser +55 dbW dans une bande quelconque large de 4 kHz, sauf dans les cas prévus aux numéros **470H** et **470I**, où il peut être augmenté. Cependant, il ne peut en aucun cas dépasser la valeur +65 dbW dans une bande quelconque large de 4 kHz.

ADD **470H** (3) Si, dans une direction quelconque, la distance entre une station terrienne d'un pays et la partie la plus proche du territoire d'un autre pays est supérieure à 400 km, la limite de +55 dbW dans une bande quelconque large de 4 kHz peut être augmentée dans cette direction de 2 db par section supplémentaire de 100 km.

ADD **470I** (4) La limite de +55 dbW dans une bande quelconque large de 4 kHz peut être augmentée par accord entre les administrations intéressées ou celles dont les services peuvent être défavorablement influencés.

ADD **470J** (5) Les limites spécifiées au numéro **470G** s'appliquent dans les bandes de fréquences ci-après qui sont attribuées au service de télécommunication par satellites pour l'émission par les stations terriennes lorsqu'elles sont partagées, avec égalité des droits, avec le service fixe ou le service mobile:

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[1] Aux fins de la présente disposition, la puissance apparente rayonnée dans le plan horizontal doit être considérée comme la puissance apparente rayonnée effectivement transmise vers l'horizon, réduite par le facteur d'écran du terrain. La valeur de ce facteur est déterminée conformément aux indications de la section 5 de l'annexe à la Recommandation N° 1A.

4—02

4 400-4 700 MHz
5 800-5 850 MHz (pour les pays mentionnés au numéro **390**)
5 850-5 925 MHz (Régions 1 et 3)
5 925-6 425 MHz
7 900-8 400 MHz

Angle minimal de site

ADD **470K** § 22. (1) Stations terriennes du service de télécommunication par satellites.

ADD **470L** (2) Les antennes des stations terriennes ne doivent pas être employées, à l'émission, sous des angles de site inférieurs à 3°, mesurés à partir du plan horizontal vers l'axe central du lobe principal, sauf accord entre les administrations interessées ou dont les services peuvent être défavorablement influencés.

ADD **470M** (3) La limite spécifiée au numéro **470L** s'applique dans les bandes de fréquences ci-après qui sont attribuées au service de télécommunication par satellites pour l'émission par les stations terriennes lorsqu'elles sont partagées, avec égalité des droits, avec le service fixe ou le service mobile:

4 400-4 700 MHz
5 800-5 850 MHz (pour les pays mentionnés au numéro **390**)
5 850-5 925 MHz (Régions 1 et 3)
5 925-6 425 MHz
7 250-7 750 MHz
7 900-8 400 MHz

Limites du flux de puissance

ADD **470N** § 23. (1) Stations spatiales de satellite de télécommunication.

ADD **470O** *a)* La densité du flux total de puissance produit à la surface de la Terre par une émission d'une station spatiale de satellite de télécommunication ou par la

réflexion sur un satellite passif de télécommunication, s'il s'agit d'une émission à modulation de fréquence (ou de phase) à grande excursion, ne doit en aucun cas dépasser —130 dbW/m² quel que soit l'angle d'arrivée. De plus, de telles émissions doivent être continuellement modulées, au besoin par une onde de forme convenable, de sorte que la densité du flux de puissance ne dépasse en aucun cas —149 dbW/m² dans une bande quelconque large de 4 kHz quel que soit l'angle d'arrivée.

ADD **470P** *b)* La densité du flux de puissance produit à la surface de la Terre par une émission d'une station spatiale de satellite de télécommunication, ou par la réflexion sur un satellite passif de télécommunication, si le procédé de modulation utilisé est autre que la modulation de fréquence (ou de phase) à grande excursion, ne doit en aucun cas dépasser —152 dbW/m² dans une bande quelconque large de 4 kHz quel que soit l'angle d'arrivée.

ADD **470Q** *c)* Les limites spécifiées aux numéros **470O** et **470P** s'appliquent dans les bandes de fréquences ci-après qui sont attribuées au service de télécommunication par satellites pour l'émission par les stations spatiales et qui sont partagées, avec égalité des droits, avec le service fixe ou le service mobile:

3 400-4 200 MHz
7 250-7 750 MHz

ADD **470R** (2) Stations spatiales de satellites de météorologie [1].

ADD **470S** *a)* La densité du flux total de puissance produit à la surface de la Terre par l'émission d'une station spatiale de satellite de météorologie, s'il s'agit d'une émission à modulation de fréquence (ou de phase) à grande excursion, ne doit en aucun cas dépasser —130 dbW/m² quel que soit l'angle d'arrivée. De plus, de telles émissions doivent être continuellement modulées, au besoin par une onde de forme convenable, de sorte que la densité du flux de puissance ne dépasse en aucun cas —149 dbW/m² dans une bande quelconque large de 4 kHz quel que soit l'angle d'arrivée.

[1] Compte tenu de l'absence de tout Avis du C.C.I.R. concernant le partage entre le service des auxiliaires de la météorologie par satellites et les autres services, les valeurs de la densité du flux de puissance produit par les émissions des satellites de télécommunication sont appliquées également aux satellites de météorologie.

4—04

ADD **470T** *b)* La densité du flux de puissance produit à la surface de la Terre par l'émission d'une station spatiale de satellite de météorologie, si le procédé de modulation utilisé est autre que la modulation de fréquence (ou de phase) à grande excursion, ne doit en aucun cas dépasser —152 dbW/m² dans une bande quelconque large de 4 kHz quel que soit l'angle d'arrivée.

ADD **470U** *c)* Les limites spécifiées aux numéros **470S** et **470T** s'appliquent dans les bandes de fréquences ci-après qui sont attribuées au service des auxiliaires de la météorologie par satellites pour l'émission par les stations spatiales et qui sont partagées, avec égalité des droits, avec le service fixe ou le service mobile:

1 660-1 670 MHz
1 690-1 700 MHz
7 200-7 250 MHz
7 300-7 750 MHz

Les limites spécifiées aux numéros **470S** et **470T** s'appliquent également dans la bande 1 770-1 790 MHz bien que le service des auxiliaires de la météorologie par satellites soit un service secondaire.

ADD **Section IX. Services spatiaux**

Cessation des émissions

ADD **470V** § 24. Les stations spatiales doivent être capables de cesser leurs émissions au moyen de dispositifs appropriés [1] qui assureront la cessation certaine de ces émissions.

[1] Durée de vie des batteries, dispositifs à minuterie, télécommande à partir de la Terre, etc.

4—05

ANNEXE 5

Révision de l'article 9 du Règlement des radiocommunications

L'article 9 du Règlement des radiocommunications est révisé comme suit:

Le titre de l'article, celui de la section I et les numéros 486, 487 et 41 sont remplacés par les textes suivants:

ARTICLE 9

MOD **Notification et inscription dans le Fichier de référence international des fréquences des assignations de fréquence aux stations des services de terre** [0]

MOD **Section I. Notification des assignations de fréquence et procédure de coordination à appliquer dans certains cas**

MOD **486** § 1. (1) Toute *assignation de fréquence* [1, 2] à une station fixe, terrestre, de radiodiffusion [3], terrestre de radionavigation, terrestre de radiolocalisation, de fréquences étalon, ou à une station à terre du service des auxiliaires de la météorologie, doit être notifiée au Comité international d'enregistrement des fréquences,

a) si l'utilisation de la fréquence en question est susceptible d'entraîner des brouillages nuisibles à un service quelconque d'une autre administration [4],

b) ou si la fréquence doit être utilisée pour des radiocommunications internationales,

c) ou encore si l'on désire obtenir une reconnaissance internationale de l'utilisation de cette fréquence [4].

ADD [0] En ce qui concerne la notification et l'inscription dans le Fichier de référence des assignations de fréquence aux stations du service spatial et du service de radioastronomie, voir l'article 9A.

ADD **486.4** [4] L'attention des administrations est particulièrement attirée sur l'application des dispositions des alinéas *a)* et *c)* du numéro **486** dans le cas où elles font une assignation de fréquence à une station du service fixe ou du service mobile située, par rapport à une station terrienne, en deçà de la distance de coordination (voir le numéro **492A**), dans une bande que ledit service partage, avec égalité des droits, avec le service spatial dans la gamme de fréquences comprise entre un GHz et dix GHz.

5—01

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MOD **487** (2) Une notification analogue doit être faite dans le cas de toute fréquence destinée à être utilisée à la réception des émissions de stations mobiles par une station déterminée, chaque fois que l'une au moins des circonstances spécifiées au numéro **486** se présente.

MOD **491** § 3. (1) Chaque fiche de notification doit, autant que faire se peut, parvenir au Comité avant la date de mise en service de l'assignation de fréquence intéressée. Elle doit lui parvenir au plus tôt quatre-vingt-dix jours avant cette date, mais en tout cas au plus tard trente jours après cette date. Cependant, lorsqu'il s'agit d'une assignation de fréquence à une station du service fixe ou du service mobile dont il est question au numéro **492A,** la fiche de notification doit parvenir au Comité au plus tôt deux ans avant la date de mise en service de l'assignation de fréquence intéressée.

Les nouveaux numéros suivants sont ajoutés à la suite du numéro 492:

ADD **492A** §3A (1) Avant de notifier au Comité ou de mettre en service une assignation d'une fréquence d'émission ou de réception à une station du service fixe ou du service mobile dans une bande déterminée attribuée, avec égalité des droits, à ce service et au service spatial dans la gamme de fréquences comprise entre un GHz et dix GHz, toute administration coordonne l'utilisation de cette assignation avec toute autre administration qui a antérieurement effectué une coordination, aux termes du numéro **639AD,** aux fins de l'établissement d'une station terrienne, si la station en projet est située, par rapport à la station terrienne, en deçà de la distance de coordination[1] et si les bandes nécessaires des émissions de la station intéressée du service spatial d'une part, et de la station intéressée du service fixe ou du service mobile d'autre part, sont écartées de moins de six MHz. A cet effet, elle envoie à chacune des administrations dont il s'agit un graphique à échelle convenable

ADD **492A.1** [1] Aux fins du présent article, l'expression « distance de coordination» désigne la distance par rapport à une station terrienne, telle qu'elle est calculée d'après la procédure qui figure à la Recommandation N° IA, en deçà de laquelle l'utilisation d'une fréquence d'émission par cette station terrienne est susceptible d'entraîner des brouillages nuisibles aux stations du service fixe ou du service mobile partageant la même bande de fréquences dans la gamme comprise entre un GHz et dix GHz, ou en deçà de laquelle l'utilisation d'une fréquence d'émission par une station du service fixe ou du service mobile est susceptible d'entraîner des brouillages nuisibles à la réception par cette station terrienne.

5—02

indiquant l'emplacement de la station du service fixe ou du service mobile et elle lui communique tous les autres détails pertinents concernant l'assignation de fréquence en projet, ainsi qu'une indication de la date approximative prévue pour la mise en service de la station.

ADD **492B** (2) Toute administration auprès de laquelle la coordination est recherchée aux termes du numéro **492A** accuse réception dans un délai de trente jours des données concernant la coordination et elle étudie rapidement la question afin d'établir:

a) dans le cas de l'assignation d'une fréquence destinée à être utilisée à l'émission par la station du service fixe ou du service mobile, si cette utilisation est susceptible de causer des brouillages nuisibles au service assure par ses stations terriennes fonctionnant conformément aux dispositions de la Convention et du présent Règlement, ou destinées à fonctionner ainsi dans les deux années à venir, sous réserve que, dans cette dernière éventualité, la coordination spécifiée au numéro **639AD** ait été effectuée ou que la procédure à suivre en vue d'une telle coordination soit déjà engagée;

b) dans le cas de l'assignation d'une fréquence destinée à être utilisée à la réception par la station du service fixe ou du service mobile, si des brouillages nuisibles à la réception par cette station sont susceptibles d'être causés par le service assuré par ses stations terriennes fonctionnant conformément aux dispositions de la Convention et du présent Règlement, ou destinées à fonctionner ainsi dans les deux années a venir, sous réserve que, dans cette dernière éventualité, la coordination spécifiée au numéro **639AD** ait éte effectuée ou que la procédure à suivre en vue d'une telle coordination soit déjà engagée.

Puis, dans un nouveau délai de trente jours, cette administration, ou bien communique à l'administration qui cherche à effectuer la coordination son accord sur l'assignation en projet ou bien, en cas d'impossibilité, lui indique les motifs de son désaccord et lui présente les suggestions qu'elle peut faire, le cas échéant, en vue d'arriver à une solution satisfaisante du problème.

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ADD **492C** (3) Aucune coordination aux termes du numéro **492A** n'est requise lorsqu'une administration se propose:

a) de mettre en service une station du service fixe ou du service mobile située, par rapport à une station terrienne, au-delà de la distance de coordination telle qu'elle est définie au numéro **492A.1**,

b) de modifier les caractéristiques d'une assignation existante de telle sorte que la probabilité de brouillages nuisibles causés à des stations terriennes d'autres administrations ne s'en trouve pas accrue.

ADD **492D** (4) L'administration qui cherche à effectuer la coordination peut demander au Comité de s'efforcer d'effectuer cette coordination dans les circonstances suivantes;

a) l'administration aupres de laquelle la coordination est recherchée aux termes du numéro **492A** ne répond pas dans un délai de quatre-vingt-dix jours;

b) l'administration qui recherche la coordination et l'administration auprès de laquelle la coordination est recherchée sont en désaccord en ce qui concerne la probabilité de brouillages nuisibles;

c) ou encore la coordination n'est pas possible pour toute autre raison.

En présentant sa demande au Comité, l'administration intéressée lui communique les renseignements nécessaires pour lui permettre d'effectuer la coordination.

ADD **492E** (5) L'administration qui cherche à effectuer la coordination, ou toute administration auprès de laquelle la coordination est recherchée, ou bien le Comité, peuvent demander les renseignements supplémentaires dont ils estiment avoir besoin pour évaluer la probabilité de brouillages nuisibles aux services intéressés.

ADD **492F** (6) Lorsque le Comité reçoit une demande aux termes de l'alinéa *a)* du numéro **492D**, ou lorsqu'il ne reçoit pas de réponse dans un délai de quatre-vingt-dix jours à la demande de coordination qu'il formule dans le cas prévu à l'alinéa *c)* du numéro **492D**, il envoie immédiatement un télégramme à l'administration auprès de laquelle la coordination est recherchée. S'il ne reçoit aucune réponse de cette administration dans le délai de soixante jours qui suit la date d'envoi du télégramme, celle-ci est réputée s'être

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engagée à ne pas formuler de plainte concernant les brouillages nuisibles que la station du service fixe ou du service mobile pourrait causer au service assuré par sa station terrienne.

ADD **492G** (7) S'il y a lieu, le Comité évalue, au titre de la procédure spécifiée au numéro **492D**, la probabilité de brouillages nuisibles. En tout état de cause il communique aux administrations intéressées les résultats obtenus.

Les numeros 493 et 494 sont remplacés par les nouveaux numéros suivants.

MOD **493** §3B(1) Quel que soit le moyen de communication, y compris le télégraphe, par lequel une fiche de notification est transmise au Comité, elle est considérée comme complète lorsqu'elle contient au moins les caractéristiques fondamentales appropriées, telles qu'elles sont spécifiées à l'appendice 1.

MOD **494** (2) Le Comité examine les fiches de notification complètes dans l'ordre où il les reçoit.

Le nouveau titre suivant est ajouté après le numero 499.

ADD **499A** **Sous-section IIA. Procédure à suivre dans les cas où les dispositions du numéro 492A ne sont pas applicables**

Le numero 535 est remplacé par le nouveau texte suivant:

MOD **535** § 17. *Dans l'application des dispositions de la présente sous-section*, toute fiche de notification présentée de nouveau au Comité et reçue par lui plus de cent quatre-vingts jours après la date à laquelle il a renvoyé la fiche à l'administration notificatrice est considérée comme une nouvelle fiche de notification.

Les nouveaux textes suivants sont ajoutés à la suite du numéro 570.

ADD **570AA** **Sous-section IIB. Procédure à suivre dans les cas où les dispositions du numéro 492A sont applicables**

ADD **570AB** §23 A Le Comité examine chaque fiche de notification

ADD **570AC** *a)* du point de vue de sa conformité avec les clauses de la Convention, le Tableau de répartition des bandes de fréquences et les autres clauses du Règlement des radiocommunications (à l'exception de celles qui sont relatives à la procédure de coordination et à la probabilité de brouillages nuisibles);

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ADD **570AD** *b)* du point de vue de sa conformité avec les dispositions au numéro **492A,** lesquelles concernent la coordination de l'utilisation de l'assignation de fréquence avec les autres administrations intéressées;

ADD **570AE** *c)* le cas échéant, du point de vue de la probabilité d'un brouillage nuisible au détriment du service assuré par une station terrienne de réception pour laquelle a déjà été inscrite dans le Fichier de référence une assignation de fréquence conforme aux dispositions du numéro **639AS,** si l'assignation de fréquence correspondante à la station spatiale d'émission n'a pas, en fait, causé de brouillage nuisible à une assignation quelconque antérieurement inscrite dans le Fichier de référence et conforme aux numéros **501** ou **570AC,** selon le cas.

ADD **570AF** §23B Selon les conclusions auxquelles le Comité parvient à la suite de l'examen prévu aux numéros **570AC, 570AD** et **570AE,** la procédure se poursuit comme suit:

ADD **570AG** §23C (1) *Conclusion défavorable relativement au numéro* **570AC.**

ADD **570AH** (2) Lorsque la fiche comporte une référence selon laquelle la station fonctionnera conformément aux dispositions du numéro **115,** l'assignation est inscrite dans le Fichier de référence. La date de réception par le Comité de la fiche de notification est inscrite dans la colonne 2d.

ADD **570AI** (3) Lorsque la fiche ne comporte aucune référence selon laquelle la station fonctionnera conformément aux dispositions du numéro **115,** cette fiche est retournée immédiatement par poste aérienne à l'administration notificatrice, avec un exposé des raisons qui motivent la conclusion du Comité, et avec les suggestions qu'il peut faire, le cas échéant, en vue d'arriver à une solution satisfaisante du problème.

ADD **570AJ** (4) Si l'administration notificatrice présente de nouveau sa fiche non modifiée, celle-ci est traitée selon les dispositions du numéro **570AI.**

ADD **570AK** (5) Si l'administration notificatrice presente à nouveau sa fiche avec une référence selon laquelle la station fonctionnera conformément aux dispositions du numero **115,** l'assignation est inscrite dans le Fichier de référence. La date de réception par le Comité de la fiche de notification présentée à nouveau est inscrite dans la colonne 2d.

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ADD **570AL** (6) Si l'administration notificatrice présente à nouveau sa fiche avec des modifications telles que, après un nouvel examen, la conclusion du Comité devient favorable relativement au numéro **570AC**, la fiche de notification est traitée selon les dispositions des numéros **570AM** à **570AZ**. S'il y a lieu ultérieurement d'inscrire l'assignation dans le Fichier de référence, la date de réception par le Comité de la fiche de notification présentée de nouveau est indiquée dans la colonne 2d.

ADD **570AM** §23D(1) *Conclusion favorable relativement au numéro* **570AC**.

ADD **570AN** (2) Lorsque le Comité conclut que la procédure de coordination dont il est question au numéro **570AD** a été appliquée avec succès en ce qui concerne toutes les administrations dont les stations terriennes peuvent être défavorablement influencées, l'assignation est inscrite dans le Fichier de référence. La date de réception par le Comité de la fiche de notification est inscrite dans la colonne 2d.

ADD **570AO** (3) Lorsque le Comité conclut que la procédure de coordination dont il est question au numéro **570AD** n'a pas été appliquée, et si l'administration notificatrice lui demande d'effectuer la coordination requise, le Comité prend les mesures nécessaires à cet effet et communique aux administrations intéressées les résultats obtenus. Si les tentatives du Comité en vue de mener à bien la coordination sont couronnées de succès, la fiche de notification est traitée conformément aux dispositions du numéro **570AN**. Si les tentatives du Comité ne sont pas couronnées de succès, il examine la fiche de notification du point de vue du numéro **570AE**.

ADD **570AP** (4) Lorsque le Comité conclut que la procédure de coordination dont il est question au numéro **570AD** n'a pas été appliquée et si l'administration notificatrice ne lui demande pas d'effectuer la coordination requise, la fiche de notification est renvoyée immédiatement par poste aérienne à l'administration notificatrice avec un exposé des raisons qui motivent ce renvoi et avec les suggestions que le Comité peut faire, le cas échéant, en vue d'arriver à une solution satisfaisante du problème.

ADD **570AQ** (5) Lorsque l'administration notificatrice présente à nouveau sa fiche de notification, et si le Comité conclut que la procédure de coordination dont il est question au numéro **570AD** a été appliquée avec succès en ce qui concerne toutes les administrations dont les stations terriennes peuvent être défavorablement

influencées, l'assignation est inscrite dans le Fichier de référence. La date de réception par le Comité de la fiche de notification originale est inscrite dans la colonne 2d. La date de réception par le Comité de la fiche de notification présentee à nouveau est indiquée dans la colonne Observations.

ADD **570AR** (6) Lorsque l'administration notificatrice présente à nouveau sa fiche de notification en demandant au Comité d'effectuer la coordination requise, la fiche de notification est traitée conformément aux dispositions du numéro **570AO.** S'il y a lieu ultérieurement d'inscrire l'assignation dans le Fichier de référence, la date de réception par le Comite de la fiche de notification présentée à nouveau est indiquée dans la colonne Observations.

ADD **570AS** (7) Lorsque l'administration notificatrice présente à nouveau sa fiche de notification en déclarant qu'elle n'a pas eu de succes en tentant d'effectuer la coordination, le Comité examine la fiche du point de vue des dispositions du numéro **570AE.** S'il y a lieu ultérieurement d'inscrire l'assignation dans le Fichier de référence, la date de réception par le Comité de la fiche de notification présentee à nouveau est indiquée dans la colonne Observations.

ADD **570AT** § 23 E (1) *Conclusion favorable relativement aux numeros* **570AC** *et* **570AE.**

ADD **570AU** (2) L'assignation est inscrite dans le Fichier de référence. La date de réception par le Comité de la fiche de notification est inscrite dans la colonne 2d.

ADD **570AV** § 23 F (1) *Conclusion favorable relativement au numéro* **570AC,** *mais défavorable relativement au numero* **570AE.**

ADD **570AW** (2) La fiche de notification est retournée immediatement par poste aérienne à l'administration dont elle émane, avec un exposé des raisons qui motivent la conclusion du Comité, et avec les suggestions qu'il peut faire, le cas échéant, en vue d'arriver à une solution satisfaisante du problème.

ADD **570AX** (3) Si l'administration notificatrice présente à nouveau sa fiche avec des modifications qui, après nouvel examen, entraînent de la part du Comité une conclusion favorable relativement au numéro **570AE,** l'assignation est inscrite dans le Fichier de référence. La date de réception par le Comité de la fiche de notification originale est inscrite dans la colonne 2d. La date de réception par le

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Comité de la fiche de notification présentée à nouveau est indiquée dans la colonne Observations.

ADD **570AY** (4) Dans le cas ou l'administration notificatrice présente de nouveau sa fiche de notification, soit non modifiée, soit avec des modifications dont l'effet est de diminuer la probabilité de brouillages nuisibles, mais dans des proportions insuffisantes pour permettre l'application des dispositions du numéro **570AX**, et ou cette administration insiste pour un nouvel examen de la fiche de notification, mais ou les conclusions du Comité restent les mêmes, l'assignation est inscrite dans le Fichier de référence. Mais cette inscription n'est faite que si l'administration notificatrice avise le Comité que l'assignation a été en service pendant au moins cent vingt jours sans qu'aucune plainte en brouillage nuisible en soit résultée. La date de réception par le Comité de la fiche de notification originale est inscrite dans la colonne 2d. La date à laquelle le Comité reçoit l'avis selon lequel aucune plainte en brouillage nuisible n'a eu lieu est indiquée dans la colonne Observations.

ADD **570AZ** (5) La période de cent vingt jours mentionnée au numero **570AY** est comptée:

— à partir de la date de mise en service de l'assignation à la station du service fixe ou du service mobile ayant fait l'objet de la conclusion défavorable, si l'assignation à la station terrienne est alors en service,

— à partir de la date de mise en service de l'assignation à la station terrienne dans le cas contraire.

Cependant, si l'assignation à la station terrienne n'a pas été mise en service à la date notifiee, la période de cent vingt jours est comptée à partir de cette dernière date. Le cas échéant, il est tenu compte du délai supplémentaire spécifié au numero **570BG.**

ADD **570BA** §23G (1) *Modifications aux caractéristiques fondamentales des assignations déjà inscrites dans le Fichier de référence.*

ADD **570BB** (2) Toute notification de modification aux caractéristiques fondamentales d'une assignation déjà inscrite dans le Fichier de référence, telles qu'elles sont définies à l'appendice 1 (à l'exception toutefois de celles qui figurent dans les colonnes 3 et 4a du Fichier

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de référence), est examinée par le Comité selon les dispositions des numéros **570AC** et **570AD** et, le cas échéant, **570AE** et les dispositions des numéros **570AG** à **570AZ** sont appliquées. Lorsqu'il y a lieu d'inscrire la modification dans le Fichier de référence, l'assignation originale est modifiée selon la notification.

ADD **570BC** (3) Cependant, dans le cas d'une modification aux caractéristiques fondamentales d'une assignation conforme aux dispositions du numéro **570AC**, et ou le Comité formule une conclusion favorable relativement au numéro **570AD** et relativement au numéro **570AE**, lorsque les dispositions de celui-ci sont applicables, ou conclut que cette modification n'accroît pas la probabilité de brouillages nuisibles au détriment d'assignations de fréquences déjà inscrites dans le Fichier de référence, l'assignation de frequence modifiée conserve la date primitivement inscrite dans la colonne 2d. De plus, la date de réception par le Comite de la fiche de notification concernant la modification est indiquée dans la colonne Observations.

ADD **570BD** §23H *Dans l'application des dispositions de la présente sous-section*, toute fiche de notification présentée de nouveau au Comité et reçue par lui plus de deux ans apres la date à laquelle il a renvoyé la fiche à l'administration notificatrice est considérée comme une nouvelle fiche de notification.

ADD **570BE** §23I (1) *Inscription des assignations de frequence notifiées avant leur mise en service.*

ADD **570BF** (2) Si une assignation de fréquence notifiee avant sa mise en service est l'objet de conclusions favorables formulées par le Comité relativement aux numéros **570AC** et **570AD** et, le cas échéant, **570AE**, elle est inscrite provisoirement dans le Fichier de référence avec, dans la colonne Observations, un symbole spécial indiquant le caractère provisoire de cette inscription.

ADD **570BG** (3) Si, dans un délai de trente jours apres la date prévue pour la mise en service, le Comité reçoit de l'administration notificatrice la confirmation de la date de mise en service, il biffe le symbole spécial inséré dans la colonne Observations. Au cas ou, à la suite d'une demande reçue de l'administration notificatrice avant l'expiration de ce délai de trente jours, le Comité conclut que des circonstances exceptionnelles motivent un délai supplémentaire, ce dernier ne doit en aucun cas dépasser cent cinquante jours.

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ADD **570BH** (4) Dans le cas prévu au numéro **570AY** et aussi longtemps qu'une fiche de notification ayant fait l'objet d'une conclusion défavorable ne peut pas être présentée une deuxième fois au Comité du fait des dispositions du numéro **570AZ,** l'administration notificatrice peut demander au Comité d'inscrire provisoirement l'assignation de fréquence en question dans le Fichier de référence. Un symbole spécial indiquant le caractère provisoire de cette inscription est alors inséré dans la colonne Observations. Le Comité biffe ce symbole lorsque l'administration notificatrice l'avise, à l'expiration de la période spécifiée au numéro **570AY,** de l'absence de plainte en brouillage nuisible.

ADD **570BI** (5) Si le Comité ne reçoit pas la confirmation dans les délais prévus au numéro **570BG** ou à l'expiration de la période dont il est question au numéro **570BH,** selon le cas, l'inscription en question est annulée.

Le numéro 572 est remplacé par le nouveau texte suivant:

MOD **572** § 25. La procédure à appliquer pour l'inscription de dates dans la partie appropriée de la colonne 2 du Fichier de référence, selon les bandes de frequences et les services intéressés, est décrite ci-dessous dans les numéros **573** à **604** en ce qui concerne les assignations de fréquence dont il est question dans la sous-section IIA.

Le nouveau texte suivant est ajoute à la suite du numero 611:

ADD **611A** (6) Si l'utilisation d'une assignation de fréquence non conforme aux dispositions des numéros **501** ou **570AC** cause effectivement un brouillage nuisible à la réception d'une station quelconque fonctionnant conformément aux dispositions du numero **639AS,** la station utilisant l'assignation de fréquence non conforme aux dispositions des numéros **501** ou **570AC** doit faire cesser immédiatement le brouillage nuisible lorsqu'elle est avisée dudit brouillage.

Les numeros 613 et 615 sont remplacés par les nouveaux textes suivants:

MOD **613** (2) Le Comite, se fondant sur tous les renseignements dont il dispose, réexamine la question en tenant compte des dispositions des numéros **501** ou **570AC** et des numéros **502, 503, 570AD**

ou **570AE**, selon le cas, et il formule une conclusion appropriée, puis informe de cette conclusion l'administration notificatrice, soit avant de publier la conclusion, soit, le cas échéant, avant de la reporter dans le Fichier de référence.

MOD **615** § 38. (1) Après utilisation réelle pendant une période raisonnable d'une assignation de fréquence inscrite dans le Fichier de référence sur l'insistance de l'administration notificatrice, à la suite d'une conclusion défavorable relativement aux numéros **502**, **503** ou **570AE**, selon le cas, cette administration peut demander au Comité de réexaminer la conclusion. Le Comité réexamine alors la question après avoir consulté les administrations intéressées.

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ANNEXE 6

Adjonction d'un nouvel article (article 9A) au Règlement des radiocommunications

Le nouvel article suivant est ajouté au Règlement des radiocommunications à la suite de l'article 9:

ARTICLE 9A

Notification et inscription dans le Fichier de référence international des fréquences des assignations de fréquence aux stations du service spatial et du service de radioastronomie

Section I. Notification des assignations de fréquence et procédure de coordination à appliquer dans certains cas

ADD

639AA § 1. (1) Toute *assignation de fréquence*[1] à une station terrienne ou spatiale doit être notifiée au Comité international d'enregistrement des fréquences:

a) si l'utilisation de la fréquence en question est susceptible d'entraîner des brouillages nuisibles à un service quelconque d'une autre administration;

b) ou si la fréquence doit être utilisée pour des radiocommunications internationales;

c) ou encore si l'on désire obtenir une reconnaissance internationale officielle de l'utilisation de cette fréquence.

ADD

639AA.1 [1] L'expression *assignation de fréquence*, partout où elle figure dans le présent article, doit être entendue comme se référant soit à une nouvelle assignation de fréquence, soit à une modification à une assignation déjà inscrite dans le Fichier de référence international des fréquences (dénommé ci-après *le Fichier de référence*).

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ADD **639AB** (2) Une notification analogue doit être faite dans le cas de toute fréquence destinée à être utilisée à la réception des émissions des stations terriennes ou spatiales par une station spatiale ou terrienne déterminée, chaque fois que l'une au moins des circonstances spécifiées au numero **639AA** se présente.

ADD **639AC** (3) Une notification analogue peut être faite dans le cas de toute fréquence ou bande de fréquences destinée à être utilisée à la reception par une station de radioastronomie déterminée, si l'on désire que ce renseignement soit inscrit dans le Fichier de référence.

ADD **639AD** § 2. (1) Avant de notifier au Comite ou de mettre en service une assignation d'une frequence d'émission ou de reception a une station terrienne dans une bande déterminee attribuee, avec égalité des droits, au service spatial et au service fixe ou au service mobile dans la gamme de frequences comprise entre un GHz et dix GHz, toute administration coordonne l'utilisation de cette assignation, mais uniquement en ce qui concerne le service fixe ou le service mobile, avec l'administration de tout autre pays dont le territoire est situé, par rapport a la station terrienne en projet, en tout ou en partie en deça de la distance de coordination[1] A cet effet, elle envoie à chacune des administrations dont il s'agit un graphique à échelle convenable indiquant l'emplacement de la station terrienne et representant, en fonction de l'azimut, la distance de coordination a partir de cette station, aussi bien dans le cas ou elle émet que dans le cas ou elle reçoit; elle lui communique egalement les paramètres sur lesquels le calcul de cette distance est fonde, ainsi que tous les autres détails pertinents concernant l'assignation de frequence en projet, tels qu'ils sont énumeres à l'appendice 1A, elle lui indique également la date approximative a laquelle il est prévu que la station commencera à fonctionner.

ADD **639AD.1** [1] Aux fins du présent article, l'expression « distance de coordination » désigne la distance par rapport à une station terrienne, telle qu'elle est calculée d'après la procedure qui figure à la Recommandation N° 1 A, en deçà de laquelle l'utilisation d'une frequence d'émission par cette station terrienne est susceptible d'entrainer des brouillages nuisibles aux stations du service fixe ou du service mobile partageant la meme bande de fréquence dans la gamme comprise entre un GHz et dix GHz, ou en deça de laquelle l'utilisation d'une frequence d'émission par une station du service fixe ou du service mobile est susceptible d'entrainer des brouillages nuisibles à la reception par cette station terrienne.

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ADD **639AE** (2) Toute administration auprès de laquelle la coordination est recherchée aux termes du numéro **639AD** accuse réception dans un délai de trente jours des données concernant la coordination et elle étudie rapidement la question afin d'établir:

a) dans le cas de l'assignation d'une fréquence destinée à être utilisée à l'émission par la station terrienne, si cette utilisation est susceptible de causer des brouillages nuisibles au service assuré par ses stations du service fixe ou du service mobile fonctionnant conformément aux dispositions de la Convention et du présent Règlement, ou destinées à fonctionner ainsi dans les deux années à venir;

b) dans le cas de l'assignation d'une fréquence destinée à être utilisée à la réception par la station terrienne, si des brouillages nuisibles à la réception par cette station sont susceptibles d'être causés par le service assuré par ses stations du service fixe ou du service mobile fonctionnant conformément aux dispositions de la Convention et du présent Règlement, ou destinées à fonctionner ainsi dans les deux années à venir.

Puis, dans un nouveau délai de trente jours, cette administration communique à l'administration qui cherche à effectuer la coordination son accord sur l'assignation en projet. Si ceci n'est pas possible, l'administration auprès de laquelle la coordination est recherchée envoie dans le même délai à l'administration qui cherche à effectuer la coordination un graphique à échelle convenable indiquant l'emplacement de celles de ses stations du service fixe ou du service mobile qui sont, par rapport à la station terrienne d'émission ou de réception (selon le cas), en deçà de la distance de coordination, elle lui communique toutes les autres caractéristiques fondamentales pertinentes et lui présente les suggestions qu'elle peut faire, le cas échéant, en vue d'arriver à une solution satisfaisante du problème. Elle envoie au Comité une copie de ces données à titre de notification dans les délais spécifiés pour ce cas aux termes du numéro **491**.

ADD **639AF** (3) Aucune coordination aux termes du numéro **639AD** n'est requise lorsqu'une administration se propose:

a) de mettre en service une station terrienne située, par rapport au territoire de tout autre pays, au delà de la distance

de coordination telle qu'elle est définie au numéro **639AD.1.**

b) de modifier les caractéristiques d'une assignation existante de telle sorte que la probabilité de brouillages nuisibles causés à des stations du service fixe ou du service mobile d'autres administrations ne s'en trouve pas accrue;

c) de mettre en service une station terrienne dans la bande 4 400-4 700 MHz ou dans la bande 8 100-8 400 MHz;

d) de faire fonctionner une station terrienne à bord d'un navire ou d'un aéronef; cependant si, en pareil cas, le navire ou l'aéronef se trouve par rapport à la frontière d'un pays autre que celui dont il relève, à une distance moindre que la distance de coordination de la station terrienne, le fonctionnement de cette station dans l'une des bandes de fréquences dont il est question au numéro **639AD** fait l'objet d'un accord préalable entre les administrations intéressées, afin d'éviter que des brouillages nuisibles ne soient causés aus stations existantes du service fixe et du service mobile de cet autre pays.

ADD **639AG** (4) L'administration qui cherche à effectuer la coordination peut demander au Comité de s'efforcer d'effectuer cette coordination dans les circonstances suivantes:

a) l'administration auprès de laquelle la coordination est recherchée aux termes du numéro **639AD** ne répond pas dans un délai de quatre-vingt-dix jours;

b) l'administration qui recherche la coordination et l'administration auprès de laquelle la coordination est recherchée sont en désaccord en ce qui concerne la probabilité de brouillages nuisibles;

c) ou encore la coordination n'est pas possible pour toute autre raison.

En présentant sa demande au Comité, l'administration intéressée lui communique les renseignements nécessaires pour lui permettre d'effectuer la coordination.

ADD **639AH** (5) L'administration qui cherche à effectuer la coordination, ou toute administration auprès de laquelle la coordination est

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recherchée, ou bien le Comité, peuvent demander les renseignements supplémentaires dont ils estiment avoir besoin pour évaluer la probabilité de brouillages nuisibles aux services intéressés.

ADD **639AI** (6) Lorsque le Comité reçoit une demande aux termes de l'alinéa *a)* du numéro **639AG,** ou lorsqu'il ne reçoit pas de réponse dans un délai de quatre-vingt-dix jours à la demande de coordination qu'il formule dans le cas prévu à l'alinéa *c)* du numéro **639AG,** il envoie immédiatement un télégramme à l'administration auprès de laquelle la coordination est recherchée. S'il ne reçoit aucune réponse de cette administration dans le délai de soixante jours qui suit la date d'envoi du télégramme, celle-ci est réputée s'être engagée à ne pas formuler de plainte concernant les brouillages nuisibles qui pourraient être causés par la station terrienne au service assuré par ses stations du service fixe ou du service mobile.

ADD **639AJ** (7) S'il y a lieu, le Comité évalue, au titre de la procédure spécifiée au numéro **639AG,** la probabilité de brouillages nuisibles. En tout état de cause, il communique aux administrations intéressées les résultats obtenus.

ADD **639AK** § 3. Toute assignation de fréquence notifiée en exécution des numéros **639AA, 639AB** ou **639AC,** doit faire l'objet d'une fiche individuelle de notification établie dans la forme prescrite à l'appendice 1A dont les sections B, C, D, E ou F spécifient les caractéristiques fondamentales à fournir selon le cas. Il est recommandé que l'administration notificatrice communique également au Comité les autres renseignements indiqués à la section A de cet appendice, ainsi que tout autre renseignement qu'elle peut juger utile.

ADD **639AL** § 4. (1) Lorsqu'il s'agit d'une assignation de fréquence à une station terrienne ou spatiale, la fiche de notification doit parvenir au Comité au plus tôt deux ans avant la date de mise en service de l'assignation de fréquence intéressée. Elle doit lui parvenir en tout cas au plus tard cent quatre-vingts jours avant cette date, sauf en ce qui concerne une assignation de fréquence à une station du service de recherche spatiale dans une bande attribuée en exclusivité à ce service ou une bande partagée dans laquelle il est le seul service primaire. Dans le cas d'une telle assignation à une station du service de recherche spatiale la fiche de notification doit, autant

que faire se peut, parvenir au Comité avant la date de mise en service de l'assignation de fréquence intéressée, mais elle doit, en tout cas, lui parvenir au plus tard trente jours après la date à laquelle l'assignation de fréquence est effectivement mise en service.

ADD **639AM** (2) Toute assignation de fréquence à une station terrienne ou spatiale dont la notification parvient au Comité après l'expiration des délais voulus spécifiés au numéro **639AL** porte, lorsqu'il y a lieu de l'inscrire dans le Fichier de référence, une observation indiquant que la fiche de notification n'est pas conforme aux dispositions du numéro **639AL.**

Section II. Procédure pour l'examen des fiches de notification et l'inscription des assignations de fréquence dans le Fichier de référence

ADD **639AN** § 5. Lorsque le Comité reçoit une fiche de notification qui ne contient pas au moins les caractéristiques spécifiées à l'appendice 1A (sections B, C, D, E ou F, selon le cas), il la retourne immédiatement par poste aérienne à l'administration dont elle émane, accompagnée des motifs de ce renvoi.

ADD **639AO** § 6. Lorsque le Comité reçoit une fiche de notification complète, il inclut les renseignements qu'elle contient, avec sa date de réception, dans la circulaire hebdomadaire dont il est question au numéro **497**; cette circulaire contient les renseignements figurant dans toutes les fiches de notification complètes reçues par le Comité depuis la publication de la circulaire précédente.

ADD **639AP** § 7. La circulaire tient lieu d'accusé de réception par le Comité, à l'administration notificatrice, d'une fiche de notification complète.

ADD **639AQ** § 8. Le Comité examine les fiches de notification complètes dans l'ordre où il les reçoit. Il ne peut pas ajourner la conclusion, à moins qu'il ne manque de renseignements suffisants pour prendre une décision à cet égard; de plus, le Comité ne statue pas sur une fiche de notification ayant des relations techniques avec une fiche reçue antérieurement, et encore en cours d'examen, avant d'avoir pris une décision en ce qui concerne cette dernière.

ADD **639AR** § 9. Le Comité examine chaque fiche de notification:

ADD **639AS** *a)* du point de vue de sa conformité avec les clauses de la Convention, le Tableau de répartition des bandes de fréquences et les autres clauses du Règlement des radiocom-

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munications (à l'exception de celles qui sont relatives à la procédure de coordination et à la probabilité de brouillages nuisibles);

ADD **639AT** *b)* le cas échéant, du point de vue de sa conformité avec les dispositions du numéro **639AD,** lesquelles concernent la coordination de l'utilisation de l'assignation de fréquence avec les autres administrations intéressées.

ADD **639AU** *c)* le cas échéant, du point de vue de la probabilité d'un brouillage nuisible au détriment du service assuré par une station du service fixe ou du service mobile pour laquelle a déjà été inscrite dans le Fichier de référence une assignation de fréquence conforme aux dispositions des numéros **501** ou **570AC,** selon le cas, si cette assignation de fréquence n'a pas, en fait, causé de brouillage nuisible à une assignation quelconque antérieurement inscrite dans le Fichier de référence et conforme au numéro **639AS.**

ADD **639AV** § 10. Selon les conclusions auxquelles le Comité parvient à la suite de l'examen prévu aux numéros **639AS, 639AT** et **639AU,** la procédure se poursuit comme suit:

ADD **639AW** § 11. (1) *Conclusion favorable relativement au numéro* **639AS** *dans les cas où les dispositions du numéro* **639AT** *ne sont pas applicables.*

ADD **639AX** (2) L'assignation est inscrite dans le Fichier de référence. La date de réception par le Comité de la fiche de notification est inscrite dans la colonne 2d.

ADD **639AY** § 12. (1) *Conclusion défavorable relativement au numéro* **639AS.**

ADD **639AZ** (2) Lorsque la fiche comporte une référence selon laquelle la station fonctionnera conformément aux dispositions du numéro **115,** l'assignation est inscrite dans le Fichier de référence. La date de réception par le Comité de la fiche de notification est inscrite dans la colonne 2d.

ADD **639BA** (3) Lorsque la fiche ne comporte aucune référence selon laquelle la station fonctionnera conformément aux dispositions du numéro **115,** cette fiche est retournée immédiatement par poste

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aérienne à l'administration notificatrice, avec un exposé des raisons qui motivent la conclusion du Comité, et avec les suggestions qu'il peut faire, le cas échéant, en vue d'arriver à une solution satisfaisante du problème.

ADD **639BB** (4) Si l'administration notificatrice présente de nouveau sa fiche non modifiée, celle-ci est traitée selon les dispositions du numéro **639BA.** Si l'administration notificatrice présente à nouveau sa fiche, ou bien avec une référence selon laquelle la station fonctionnera conformément aux dispositions du numéro **115,** ou bien avec des modifications telles que, après un nouvel examen, la conclusion du Comité devient favorable relativement au numéro 639AS, et si les dispositions du numéro **639AT** ne sont pas applicables, l'assignation est inscrite dans le Fichier de référence. La date de réception par le Comité de la fiche de notification présentée de nouveau est inscrite dans la colonne 2d.

ADD **639BC** § 13. (1) *Conclusion favorable relativement au numéro* **639AS** *dans les cas où les dispositions du numéro* **639AT** *sont applicables.*

ADD **639BD** (2) Lorsque le Comité conclut que la procédure de coordination dont il est question au numéro **639AT** a été appliquée avec succès en ce qui concerne toutes les administrations dont les services fixe ou mobile peuvent être défavorablement influencés, l'assignation est inscrite dans le Fichier de référence. La date de réception par le Comité de la fiche de notification est inscrite dans la colonne 2d.

ADD **639BE** (3) Lorsque le Comité conclut que la procédure de coordination dont il est question au numéro **639AT** n'a pas été appliquée, et si l'administration notificatrice lui demande d'effectuer la coordination requise, le Comité prend les mesures nécessaires à cet effet et communique aux administrations intéressées les résultats obtenus. Si les tentatives du Comité en vue de mener à bien la coordination sont couronnées de succès, la fiche de notification est traitée conformément aux dispositions du numéro **639BD.** Si les tentatives du Comité ne sont pas couronnées de succès, il examine la fiche de notification du point de vue des dispositions du numéro **639AU.**

ADD **639BF** (4) Lorsque le Comité conclut que la procédure de coordination dont il est question au numéro **639AT** n'a pas été appliquée, et si l'administration notificatrice ne lui demande pas d'effectuer la coordination requise, la fiche de notification est renvoyée immédiatement par poste aérienne à l'administration notificatrice avec

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un exposé des raisons qui motivent ce renvoi et avec les suggestions que le Comité peut faire, le cas échéant, en vue d'arriver à une solution satisfaisante du problème.

ADD **639BG** (5) Lorsque l'administration notificatrice présente à nouveau sa fiche de notification, et si le Comité conclut que la procédure de coordination dont il est question au numéro **639AT** a été appliquée avec succès en ce qui concerne toutes les administrations dont le service fixe ou le service mobile peuvent être défavorablement influencés, l'assignation est inscrite dans le Fichier de référence. La date de réception par le Comité de la fiche de notification originale est inscrite dans la colonne 2d. La date de réception par le Comité de la fiche de notification présentée à nouveau est indiquée dans la colonne Observations.

ADD **639BH** (6) Lorsque l'administration notificatrice présente à nouveau sa fiche de notification en demandant au Comité d'effectuer la coordination requise, la fiche de notification est traitée conformément aux dispositions du numéro **639BE**. S'il y a lieu ultérieurement d'inscrire l'assignation dans le Fichier de référence, la date de réception par le Comité de la fiche de notification présentée à nouveau est indiquée dans la colonne Observations.

ADD **639BI** (7) Lorsque l'administration notificatrice présente à nouveau sa fiche de notification en déclarant qu'elle n'a pas eu de succès en tentant d'effectuer la coordination, le Comité examine la fiche du point de vue des dispositions du numéro **639AU**. S'il y a lieu ultérieurement d'inscrire l'assignation dans le Fichier de référence, la date de réception par le Comité de la fiche de notification présentée à nouveau est indiquée dans la colonne Observations.

ADD **639BJ** § 14. (1) *Conclusion favorable relativement aux numéros* **639AS** *et* **639AU**.

ADD **639BK** (2) L'assignation est inscrite dans le Fichier de référence. La date de réception par le Comité de la fiche de notification est inscrite dans la colonne 2d.

ADD **639BL** § 15. (1) *Conclusion favorable relativement au numéro* **639AS**, *mais défavorable relativement au numéro* **639AU**.

ADD **639BM** (2) La fiche de notification est retournée immédiatement par poste aérienne à l'administration dont elle émane, avec un exposé des raisons qui motivent la conclusion du Comité, et avec les suggestions qu'il peut faire, le cas échéant, en vue d'arriver à une solution satisfaisante du problème.

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ADD **639BN** (3) Si l'administration notificatrice présente à nouveau sa fiche avec des modifications qui, après nouvel examen, entraînent de la part du Comité une conclusion favorable relativement au numéro **639AU**, l'assignation est inscrite dans le Fichier de référence. La date de réception par le Comité de la fiche de notification originale est inscrite dans la colonne 2d. La date de réception par le Comité de la fiche de notification présentée à nouveau est indiquée dans la colonne Observations.

ADD **639BO** (4) Dans le cas où l'administration notificatrice présente de nouveau sa fiche de notification, soit non modifiée, soit avec des modifications dont l'effet est de diminuer la probabilité de brouillages nuisibles, mais dans des proportions insuffisantes pour permettre l'application des dispositions du numéro **639BN**, et où cette administration insiste pour un nouvel examen de la fiche de notification, mais où les conclusions du Comité restent les mêmes, l'assignation est inscrite dans le Fichier de référence. Mais cette inscription n'est faite que si l'administration notificatrice avise le Comité que l'assignation a été en service pendant au moins cent vingt jours sans qu'aucune plainte en brouillage nuisible en soit résultée. La date de réception par le Comité de la fiche de notification originale est inscrite dans la colonne 2d. La date à laquelle le Comité reçoit l'avis selon lequel aucune plainte en brouillage nuisible n'a eu lieu est indiquée dans la colonne Observations.

ADD **639BP** (5) La période de cent vingt jours mentionnée au numéro **639BO** est comptée:

— à partir de la date de mise en service de l'assignation à la station terrienne ayant fait l'objet de la conclusion défavorable, si l'assignation à la station du service fixe ou du service mobile est alors en service,

— à partir de la date de mise en service de l'assignation à la station du service fixe ou du service mobile, dans le cas contraire.

Cependant, si l'assignation à la station du service fixe ou du service mobile n'a pas été mise en service à la date notifiée, la période de cent vingt jours est comptée à partir de cette dernière date. Le cas échéant, il est tenu compte du délai supplémentaire spécifié au numéro **639BY**.

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ADD **639BQ** § 16. (1) *Fiches de notification concernant les stations de radio-astronomie.*

ADD **639BR** (2) Une fiche de notification concernant une station de radio-astronomie n'est pas examinée par le Comité du point de vue des dispositions des numéros **639AT** ou **639AU.** Quelle que soit la conclusion, l'assignation est inscrite dans le Fichier de référence avec une date dans la colonne 2c. La date de réception par le Comité de la fiche de notification est indiquée dans la colonne Observations.

ADD **639BS** § 17. (1) *Modifications aux caractéristiques fondamentales des assignations déjà inscrites dans le Fichier de référence.*

ADD **639BT** (2) Toute notification de modification aux caractéristiques fondamentales d'une assignation déjà inscrite dans le Fichier de référence, telles qu'elles sont définies à l'appendice 1A (à l'exception toutefois de l'indicatif d'appel, du nom de la station ou du nom de la localité dans laquelle elle est située), est examinée par le Comité selon les dispositions des numéros **639AS,** et, le cas échéant, **639AT** ou **639AU,** et les dispositions des numéros **639AW** à **639BR** inclus sont appliquées. Lorsqu'il y a lieu d'inscrire la modification dans le Fichier de référence, l'assignation originale est modifiée selon la notification.

ADD **639BU** (3) Cependant, dans le cas d'une modification aux caractéristiques d'une assignation conforme aux dispositions du numéro **639AS,** et où le Comité formule une conclusion favorable relativement aux numéros **639AT** ou **639AU,** lorsque leurs dispositions sont applicables, ou conclut que cette modification n'accroît pas la probabilité de brouillages nuisibles au détriment d'assignations de fréquence déjà inscrites dans le Fichier de référence, l'assignation de fréquence modifiée conserve la date primitivement inscrite dans la colonne 2d. De plus, la date de réception par le Comité de la fiche de notification concernant la modification est indiquée dans la colonne Observations.

ADD **639BV** § 18. *Dans l'application des dispositions de la présente section,* toute fiche de notification présentée de nouveau au Comité et reçue par lui plus de deux ans après la date à laquelle il a renvoyé la fiche à l'administration notificatrice est considérée comme une nouvelle fiche de notification.

ADD **639BW** § 19. (1) *Inscription des assignations de fréquence notifiées avant leur mise en service.*

ADD **639BX** (2) Si une assignation de fréquence notifiée avant sa mise en service est l'objet de conclusions favorables formulées par le Comité relativement aux numéros **639AS** et, le cas échéant, **639AT** ou **639AU,** elle est inscrite provisoirement dans le Fichier de référence avec, dans la colonne Observations, un symbole spécial indiquant le caractère provisoire de cette inscription.

ADD **639BY** (3) Si, dans un délai de trente jours après la date prévue pour la mise en service, le Comité reçoit de l'administration notificatrice la confirmation de la date de mise en service, il biffe le symbole spécial inséré dans la colonne Observations. Au cas où, à la suite d'une demande reçue de l'administration notificatrice avant l'expiration de ce délai de trente jours, le Comité conclut que des circonstances exceptionnelles motivent un délai supplémentaire, ce dernier ne doit en aucun cas dépasser cent cinquante jours.

ADD **639BZ** (4) Dans le cas prévu au numéro **639BO** et aussi longtemps qu'une fiche de notification ayant fait l'objet d'une conclusion défavorable ne peut être présentée une deuxième fois au Comité du fait des dispositions du numéro **639BP,** l'administration notificatrice peut demander au Comité d'inscrire provisoirement l'assignation de fréquence en question dans le Fichier de référence. Un symbole spécial indiquant le caractère provisoire de cette inscription est alors inséré dans la colonne Observations. Le Comité biffe ce symbole lorsque l'administration notificatrice l'avise, à l'expiration de la période spécifiée au numéro **639BO,** de l'absence de plainte en brouillage nuisible.

ADD **639CA** (5) Si le Comité ne reçoit pas la confirmation dans les délais prévus au numéro **639BY** ou à l'expiration de la période dont il est question au numéro **639BZ,** selon le cas, l'inscription en question est annulée.

Section III. Inscription des conclusions dans le Fichier de référence

ADD **639CB** § 20. Chaque fois que le Comité inscrit une assignation de fréquence dans le Fichier de référence, il indique sa conclusion par un symbole placé dans la colonne 13a. De plus, il insère dans la colonne Observations une observation indiquant les motifs de toute conclusion.

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Section IV. Catégories d'assignations de fréquence

ADD **639CC** § 21. (1) La date à inscrire dans la colonne 2c est la date de mise en service notifiée par l'administration intéressée. Elle est donnée à titre d'information seulement.

ADD **639CD** (2) Si l'utilisation d'une assignation de fréquence non conforme aux dispositions du numéro **639AS** cause effectivement un brouillage nuisible à la réception d'une station quelconque fonctionnant conformément aux dispositions des numéros **501**, **570AC** ou **639AS**, selon le cas, la station utilisant l'assignation de fréquence non conforme aux dispositions du numéro **639AS** doit faire cesser immédiatement le brouillage nuisible lorsqu'elle est avisée dudit brouillage.

Section V. Réexamen des conclusions

ADD **639CE** § 22. (1) Une conclusion peut être réexaminée par le Comité:

— à la demande de l'administration notificatrice,

— à la demande de toute autre administration intéressée à la question, mais uniquement en raison d'un brouillage nuisible constaté,

— sur la propre initiative du Comité lui-même lorsqu'il estime cette mesure justifiée.

ADD **639CF** (2) Le Comité, se fondant sur tous les renseignements dont il dispose, réexamine la question en tenant compte des dispositions du numéro **639AS** et des dispositions des numéros **639AT** ou **639AU**, dans les cas où celles-ci sont applicables, et il formule une conclusion appropriée, puis informe de cette conclusion l'administration notificatrice, soit avant de publier la conclusion, soit, le cas échéant, avant de la reporter dans le Fichier de référence.

ADD **639CG** § 23. (1) Après utilisation réelle pendant une période raisonnable d'une assignation de fréquence inscrite dans le Fichier de référence sur l'insistance de l'administration notificatrice, à la suite d'une conclusion défavorable relativement au numéro **639AU**, cette administration peut demander au Comité de réexaminer la conclusion. Le Comité réexamine alors la question après avoir consulté les administrations intéressées.

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ADD **639CH** (2) Si la conclusion du Comité est alors favorable, il apporte au Fichier de référence les modifications requises pour que l'inscription y figure désormais comme si la conclusion initiale avait été favorable.

ADD **639CI** (3) Si la conclusion relative à la probabilité d'un brouillage nuisible reste défavorable, l'inscription initiale n'est pas modifiée.

Section VI. Modification, annulation et révision des inscriptions du Fichier de référence

ADD **639CJ** § 24. Si l'utilisation d'une assignation de fréquence inscrite au Fichier de référence vient à être abandonnée définitivement, l'administration notificatrice doit en informer le Comité dans un délai de quatre-vingt-dix jours, à la suite de quoi l'inscription au Fichier de référence est annulée.

ADD **639CK** § 25. Chaque fois qu'il apparaît au Comité, d'après les renseignements dont il dispose, qu'une assignation inscrite dans le Fichier de référence n'a pas été mise en service régulier conformément aux caractéristiques fondamentales notifiées, le Comité consulte l'administration notificatrice et, sous réserve de son accord, il annule l'inscription ou lui apporte les modifications qui conviennent.

ADD **639CL** § 26. Si, à la suite d'une enquête faite par le Comité aux termes du numéro **639CK,** l'administration notificatrice n'a pas fourni au Comité dans les quatre-vingt-dix jours les renseignements nécessaires ou pertinents, le Comité insère dans la colonne Observations du Fichier de référence, des observations indiquant la situation.

Section VII. Etudes et recommandations

ADD **639CM** § 27. (1) Si la demande lui en est faite par une administration quelconque et si les circonstances paraissent le justifier, le Comité, utilisant à cet effet les moyens dont il dispose et qui conviennent aux circonstances, procède à une étude des cas de présomption de contravention au présent Règlement ou de non observation de ce Règlement, ou des cas de brouillage nuisible.

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ADD **639CN** (2) Le Comité établit ensuite un rapport qu'il communique aux administrations intéressees et dans lequel il consigne ses conclusions et ses recommandations pour la solution du problème.

ADD **639CO** § 28. Dans le cas ou, à la suite d'une étude, le Comite présente à une ou plusieurs administrations des propositions ou recommandations tendant à la solution d'une question, et ou, dans un délai de quatre-vingt-dix jours, il n'a pas reçu de réponse d'une ou de plusieurs de ces administrations, il considère que ses propositions ou recommandations ne sont pas acceptables par la ou les administrations qui n'ont pas répondu. Si l'administration requérante elle-même n'a pas repondu dans ce délai, le Comité ne poursuit pas l'étude.

Section VIII. Dispositions diverses

ADD **639CP** § 29. Les normes techniques du Comité sont fondées sur les dispositions pertinentes du présent Reglement et de ses appendices, sur les décisions, le cas echéant, des Conférences administratives de l'Union, et sur les Avis du C.C.I.R.

ADD **639CQ** § 30. Le Comite porte à la connaissance des administrations ses conclusions et l'exposé de leurs motifs, ainsi que toutes les modifications apportées au Fichier de référence, au moyen de la circulaire hebdomadaire dont il est question au numero **497**.

ADD **639CR** § 31. Si un Membre ou Membre associé de l'Union a recours aux dispositions de l'article 27 de la Convention, le Comite, si la demande lui en est faite, met ses documents à la disposition des parties interessees pour l'application de toute procédure prescrite dans la Convention en vue d'apporter une solution aux différends internationaux.

ANNEXE 7

Révision de l'article 14 du Règlement des radiocommunications

L'article 14 du Règlement des radiocommunications est révisé comme suit:

Le numéro 695 est remplacé par le nouveau texte suivant:

MOD **695** § 3. Afin d'éviter les brouillages:

— les emplacements des stations d'émission et, lorsque la nature du service le permet, ceux des stations de réception sont choisis avec un soin particulier;

— le rayonnement dans des directions inutiles, de même que la réception de rayonnements provenant de directions inutiles sont, lorsque la nature du service le permet, réduits le plus possible en tirant le meilleur parti des propriétés des antennes directives;

— le choix et l'utilisation des émetteurs et des récepteurs satisfont aux dispositions de l'article 12;

— les stations spatiales sont équipées de dispositifs appropriés leur permettant de cesser rapidement leurs émissions lorsqu'elles en sont requises aux termes des dispositions du présent Règlement.

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ANNEXE 8

Révision de l'article 20 du Règlement des radiocommunications

L'article 15 du Règlement des radiocommunications est révisé comme suit:

Les nouveaux numéros suivants sont ajoutés à la suite du numéro 711.

ADD **711A** § 8A. Lorsqu'un brouillage est causé au service assuré par une station terrienne, l'administration dont dépend la station de réception qui a constaté le brouillage peut également intervenir directement auprès de l'administration dont dépend la station brouilleuse.

ADD **711B** § 8B. Si les émissions d'une station spatiale causent des brouillages nuisibles, les administrations intéressées doivent, à la demande de l'administration dont dépend la station brouillée, fournir les données nécessaires des éphémérides permettant de déterminer par le calcul la position de la station spatiale.

ANNEXE 9

Révision de l'article 19 du Règlement des radiocommunications

L'article 19 du Règlement des radiocommunications est révisé comme suit:

Le numéro 735.1 est remplacé par le nouveau texte suivant:

MOD **735.1** [1] Dans l'état actuel de la technique, il est reconnu néanmoins que la transmission de signaux d'identification n'est pas toujours possible pour certains systèmes radioélectriques (radiorepérage, faisceaux hertziens et service spatial par exemple).

Le nouveau numéro suivant est ajouté à la suite du numéro 737.

ADD **737A** § 2A. Dans le cas où la transmission de signaux d'identification par une station spatiale n'est pas possible, cette station est identifiée par l'indication de l'angle d'inclinaison de l'orbite, par la période de l'objet spatial ainsi que par les altitudes en kilomètres de l'apogée et du périgée. Dans le cas d'une station spatiale placée à bord d'un satellite stationnaire, la longitude géographique moyenne de la projection sur la surface de la Terre de la position du satellite doit être spécifiée (voir l'appendice 1A).

Le nouveau numéro suivant est ajouté à la suite du numéro 773.

Stations du service spatial.

ADD **773A** § 21A. Lorsque des indicatifs d'appel sont employés par des stations du service spatial, il est recommandé qu'ils soient composés de:

— deux lettres suivies de deux ou trois chiffres (celui qui suit immédiatement les lettres n'étant ni 0 ni 1). (Voir aussi le numéro **737A**).

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ANNEXE 10

Révision de l'article 20 du Règlement des radiocommunications

L'article 20 du Règlement des radiocommunications est révisé comme suit:

Le numéro 808 est remplacé par le nouveau texte suivant:

MOD **808** (VII) *Liste VII. Liste alphabétique des indicatifs d'appel des séries internationales, assignées aux stations figurant dans les Listes I à VI et dans la Liste VIIIA.*

Le nouveau numéro suivant est ajouté à la suite du numéro 811.

ADD **811A** (VIIIA) *Liste VIIIA. Nomenclature des stations du service spatial et du service de radioastronomie.*

Cette liste comprend les états signalétiques des stations terriennes, des stations spatiales et des stations de radioastronomie. Dans cette liste, une section spéciale est consacrée à chaque classe de stations.

Le numéro 815 est remplacé par le nouveau texte suivant:

MOD **815** § 2. (1) Le Secrétaire général publie les modifications à apporter aux documents énumérés aux numéros **790** à **814** inclus du présent Règlement. Une fois par mois, les administrations portent à sa connaissance, dans la forme indiquée pour les listes elles-mêmes à l'appendice 9, les adjonctions, modifications et suppressions à apporter aux Listes IV, V et VI en utilisant les symboles appropriés figurant à l'appendice 10. Il utilise d'autre part, pour apporter aux Listes I, II, III et VIIIA les adjonctions, modifications et suppressions nécessaires, les renseignements que lui fournit le Comité international d'enregistrement des fréquences et qui proviennent des informations reçues en application des dispositions des articles 9, 9A et 10. Il apporte à la Liste VII les modifications nécessaires en utilisant les renseignements qu'il reçoit à propos des Listes I à VI et de la Liste VIIIA.

10—01

Le nouveau numéro suivant est ajouté à la suite du numéro 829.

ADD **829A** § 10A. La Nomenclature des stations du service spatial et du service de radioastronomie (Liste VIIIA) est rééditée à des intervalles déterminés par le Secrétaire général. Elle est tenue à jour au moyen de suppléments récapitulatifs semestriels.

Le numéro 831 est remplacé par le nouveau texte suivant:

MOD **831** § 12. (1) Les modèles d'après lesquels les Listes I à VI inclus, les Listes VIII et VIIIA, et la Statistique des radiocommunications doivent être établies, sont indiqués à l'appendice 9. Les préfaces à ces documents donnent toutes les indications nécessaires sur la façon de les utiliser. Chaque inscription doit comprendre le symbole approprié indiqué à l'appendice 10, pour désigner la catégorie de la station dont il s'agit. Le Secrétaire général peut choisir des symboles supplémentaires quand c'est nécessaire; il doit alors les notifier aux administrations.

10—02

ANNEXE 11

Révision de l'appendice 1 au Règlement des radiocommunications

L'appendice 1 au Règlement des radiocommunications est révisé comme suit:

NOC **Section A. Caractéristiques fondamentales à fournir dans le cas d'une notification aux termes du numéro 486 du Règlement**

MOD *Colonne 5a* Localité(s) ou zone(s) avec laquelle (lesquelles) la communication est établie.

N'est pas une caractéristique fondamentale dans le cas des stations terrestres, des stations terrestres de radionavigation, des stations terrestres de radiolocalisation, des stations de fréquences étalon et des stations à terre du service des auxiliaires de la météorologie.

MOD *Colonne 5b* Longueur de la liaison (en km)

N'est une caractéristique fondamentale que dans le cas des stations terrestres, des stations terrestres de radionavigation, des stations terrestres de radiolocalisation et des stations de fréquences étalon.

MOD Renseignements supplémentaires: fréquence(s) de référence, le cas échéant, et, éventuellement tout renseignement concernant la coordination requise aux termes du numéro **492A.**

NOC **Section B. Caractéristiques fondamentales à fournir dans le cas d'une notification aux termes du numéro 487 du Règlement**

MOD *Colonne 4b* Pays où est située la station terrestre de réception.

MOD *Colonne 4c* Longitude et latitude de l'emplacement de la station terrestre de réception.

MOD *Colonne 5a* Nom de la station terrestre de réception.

MOD *Colonne 5b* Distance maximum (en km) entre les stations mobiles et la station terrestre.

11—01

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MOD	*Colonne 6*	Classe des stations mobiles et nature du service effectué.
MOD	*Colonne 7*	Classe d'émission des stations mobiles et largeur de bande nécessaire.
MOD	*Colonne 8*	Puissance la plus élevée des stations mobiles.
MOD	*Colonne 10*	Horaire maximum (T.M.G.) de fonctionnement des stations mobiles.
ADD	Renseignements supplémentaires: éventuellement, tout renseignement concernant la coordination requise aux termes du numéro **492A.**	
Titre non modifié	*(Section C)*	
ADD	Renseignements supplémentaires: éventuellement, tout renseignement concernant la coordination requise aux termes du numéro **492A**.	
Titre non modifié	*(Section E-II)*	
MOD	*Colonne 4b (reception)*	Indiquer le pays ou est situee la station terrestre de reception.
MOD	*Colonne 4c (réception)*	Indiquer les coordonnées geographiques (en degres et minutes) de l'emplacement de la station terrestre de reception.
MOD	*Colonne 5a (para. 3)*	Dans le cas des stations terrestres, des stations terrestres de radionavigation, des stations terrestres de radiolocalisation, des stations de frequences étalon et des stations a terre du service des auxiliaires de la météorologie, il n'est pas necessaire d'inscrire quoi que ce soit dans cette colonne.
MOD	*Colonne 5a (para. 5)*	Lorsqu'il s'agit d'une frequence utilisee a la reception dans les circonstances specifiees au numero **487**, il convient d'indiquer le nom de localité par lequel la station terrestre de réception est désignee ou dans laquelle elle est situee.
MOD	*Colonne 5b (para. 2)*	Lorsqu'il s'agit d'une frequence utilisee à la reception dans les circonstances specifiees au numéro **487**, il convient d'indiquer la distance maximum entre les stations mobiles et la station terrestre de reception.

11—02

MOD	*Colonne 5b (para. 3)*	Ce renseignement n'est pas une caractéristique fondamentale, *sauf dans le cas prevu a l'alinéa 2 ci-dessus et dans le cas des stations terrestres, des stations terrestres de radionavigation, des stations terrestres de radiolocalisation et des stations de frequences étalon. En pareil cas, la distance indiquee doit representer le rayon d'action de la station.*
MOD	*Colonne 6 (para. 2)*	Lorsqu'il s'agit d'une fréquence utilisée à la réception dans les circonstances spécifiées au numéro **487**, c'est la classe des stations mobiles et la nature du service qu'elles effectuent qu'il convient d'indiquer.
MOD	*Colonne 7 (para. 2)*	Lorsqu'il s'agit d'une frequence utilisée à la reception dans les circonstances spécifiées au numero **487**, les caractéristiques à indiquer sont celles des stations mobiles.
MOD	*Colonne 8 (para. 5)*	Lorsqu'il s'agit d'une frequence à la réception dans les circonstances specifiées au numero **487**, indiquer la puissance des stations mobiles. Si celles-ci ne sont pas toutes de même puissance, c'est la puissance la plus élevée qu'il convient d'indiquer.
MOD	*Colonne 10 (para. 1)*	Dans le cas ou il s'agit d'une fréquence utilisée a la réception dans les circonstances specifiées au numero **487**, l'horaire maximum de fonctionnement à indiquer est celui des stations mobiles.
Titre non modifié	*(Renseignements supplémentaires)*	
MOD	*para. 5*	*Seuls les renseignements specifies au paragraphe 3 ci-dessus sont des caracteristiques fondamentales, mais il est recommandé de donner ceux dont il est question dans les paragraphes 1 et 2 ci-dessus. Cependant, dans le cas des stations du service fixe ou du service mobile dont il est question au numero* **492A**, *le nom de toute administration aupres de laquelle une coordination a ete recherchee en vue de l'utilisation de la frequence et le nom de toute administration avec laquelle cette coordination a ete effectuee sont des caracteristiques fondamentales.*

11—03

ANNEXE 12

Adjonction d'un nouvel appendice (Appendice 1A) au Règlement des radiocommunications

Le nouvel appendice suivant est ajouté au Règlement des radiocommunications à la suite de l'appendice 1:

APPENDICE 1A

Fiches de notification relatives aux stations du service spatial et du service de radioastronomie

(voir l'article 9A)

Section A. Instructions générales

1. Une fiche de notification distincte, établie sous une forme convenant à l'administration notificatrice, doit être envoyée au Comité international d'enregistrement des fréquences pour notifier:

— chaque nouvelle assignation de fréquence;

— toute modification aux caractéristiques d'une assignation de fréquence inscrite dans le Fichier de référence international des fréquences, dénommé ci-après Fichier de référence;

— toute annulation totale d'une assignation de fréquence inscrite dans le Fichier de référence.

2. En ce qui concerne les assignations de fréquence aux stations terriennes et spatiales notifiées aux termes du numéro **639AA** ou du numéro **639AB** selon qu'il s'agit de fréquences d'émission ou de réception, des fiches de notification distinctes doivent être présentées au Comité. Dans le cas d'un système à satellites passifs, seules les assignations des fréquences d'émission et de réception aux stations terriennes doivent faire l'objet d'une notification.

3. Dans le cas d'un système à satellites comportant plusieurs stations spatiales de mêmes caractéristiques générales:

— une fiche distincte doit être présentée au Comité pour chaque station spatiale s'il s'agit de satellites stationnaires;

— une fiche unique valable pour toutes les stations spatiales peut être présentée au Comité s'il s'agit de satellites non stationnaires.

4. Chaque fiche de notification doit contenir les renseignements suivants:

a) le numéro de série de la fiche et la date de son envoi au Comité;

b) le nom de l'administration dont elle émane;

c) des renseignements suffisants pour permettre d'identifier le système à satellites dans lequel doit fonctionner la station terrienne ou spatiale;

d) l'indication que la fiche a trait à:

1) la première utilisation d'une fréquence par une station;

2) la première utilisation d'une fréquence supplémentaire par une station;

3) une modification aux caractéristiques d'une assignation de fréquence inscrite dans le Fichier de référence (indiquer si cette modification consiste en un remplacement, une adjonction ou une annulation);

4) l'annulation de la totalité des caractéristiques notifiées d'une assignation;

e) enfin, tout autre renseignement que l'administration juge pertinent, par exemple l'indication de toute disposition spéciale des canaux ou la désignation de toute méthode spéciale de modulation, l'effet d'écran du terrain dans tous les azimuts autour des stations terriennes, l'indication que l'assignation sera utilisée conformément au numéro **115,** des renseignements concernant l'utilisation de la fréquence notifiée dans le cas où cette utilisation est restreinte ou, s'il s'agit d'une fiche de notification relative à une station spatiale, dans le cas où les émissions de celle-ci seront définitivement interrompues au terme d'une période déterminée.

Section B. Caractéristiques fondamentales à fournir dans le cas de la notification d'une fréquence d'émission d'une station terrienne

Point 1 Fréquence assignée

Indiquer la fréquence assignée, telle qu'elle est définie à l'article 1, en kHz jusqu'à 30 000 kHz y compris, en MHz au-dessus de 30 000 kHz.

12—02

Point 2 Date de mise en service

a) Dans le cas d'une nouvelle assignation, indiquer la date de mise en service effective ou prévue, selon le cas, de l'assignation de fréquence.

b) Lors d'une modification de l'une quelconque des caractéristiques fondamentales d'une assignation, telles qu'elles sont spécifiées dans la présente section, à l'exception de celles qui figurent aux *points 3* ou *4 a)*, la date à indiquer doit être celle de la dernière modification effective ou prévue, selon le cas.

Point 3 Indicatif d'appel (signal d'identification)

Inscrire l'indicatif d'appel ou tout autre signal d'identification utilisé aux termes de l'article 19.

Point 4 Identité et emplacement de la station terrienne.

a) Indiquer le nom sous lequel la station est désignée ou le nom de la localité dans laquelle elle est située.

b) Indiquer le pays où la station est située. Il convient d'utiliser à cet effet les symboles figurant dans la Préface à la Liste internationale des fréquences.

c) Indiquer les coordonnées géographiques (en degrés et minutes) de l'emplacement de l'émetteur.

Point 5 Station(s) avec laquelle (lesquelles) la communication doit être établie

Indiquer l'identité de la ou des stations spatiales de réception associées à la station terrienne en se référant aux notifications y relatives ou de toute autre façon, ou bien, dans le cas d'un satellite passif, l'identité du satellite et l'emplacement de la ou des stations terriennes de réception.

Point 6 Classe de la station et nature du service effectué

Au moyen des symboles figurant à l'appendice 10, indiquer la classe de la station et la nature du service effectué.

Point 7 Classe d'émission, largeur de bande nécessaire et nature de la transmission

12—03

a) Indiquer la classe d'émission, la largeur de bande nécessaire et la nature de la transmission, conformément à l'article 2 et à l'appendice 5.

b) Dans le cas où il existe une ou plusieurs fréquences de référence dans une émission donnée, indiquer ces fréquences.

Point 8 Puissance (en kW)

Selon la classe d'émission, indiquer de la façon suivante la puissance fournie à l'antenne:

— puissance moyenne (Pm) s'il s'agit d'une émission à modulation d'amplitude à onde porteuse complète non manipulée, ou d'une émission à modulation de fréquence (voir le numéro **96**);

— puissance de crête (Pp) s'il s'agit d'une émission autre que celles dont il est question ci-dessus (voir le numéro **95**).

Point 9 Caractéristiques de l'antenne d'émission

a) Indiquer, en degrés, l'angle de site minimal de l'antenne (angle par rapport au plan horizontal).

b) Indiquer, en degrés, à partir du Nord vrai dans le sens des aiguilles d'une montre, les limites entre lesquelles l'azimut de l'antenne peut varier.

c) Indiquer, en degrés, l'angle formé par les directions dans lesquelles la puissance est réduite de moitié (donner une description détaillée si le diagramme de directivité n'est pas symétrique).

d) Indiquer le gain isotrope de l'antenne (db) dans la direction du rayonnement maximal (voir le numéro **100**).

e) Indiquer le gain isotrope maximal de l'antenne (db) dans le plan horizontal pour tout angle de site supérieur à l'angle de site minimal (voir le numéro **100**).

12—04

f) Indiquer, en mètres, la hauteur de l'antenne au-dessus du niveau moyen de la mer.

Point 10 Horaire maximal de fonctionnement

Indiquer l'horaire maximal de fonctionnement (T.M.G.) sur la fréquence indiquée au *point 1.*

Point 11 Coordination

Indiquer le nom de toute administration avec laquelle l'utilisation de la fréquence a été coordonnée et, le cas échéant, le nom de toute administration auprès de laquelle la coordination de l'utilisation de la fréquence a été recherchée, mais pas effectuée.

Point 12 Administration ou compagnie exploitante

Indiquer le nom de l'administration ou de la compagnie exploitante et les adresses postale et télégraphique de l'administration à laquelle il convient d'envoyer toute communication urgente concernant les brouillages, la qualité des émissions et questions relatives à l'exploitation technique des stations (voir l'article 15).

Section C. Caractéristiques fondamentales à fournir dans le cas de la notification d'une fréquence de réception d'une station terrienne

Point 1 Fréquence assignée

Indiquer la fréquence assignée de l'émission à recevoir, telle qu'elle est définie à l'article 1, en kHz jusqu'à 30 000 kHz y compris, en MHz au-dessus de 30 000 kHz.

Point 2 Date de mise en service

a) Dans le cas d'une nouvelle assignation, indiquer la date effective ou prévue, selon le cas, à laquelle commence la réception sur la fréquence assignée.

b) Lors d'une modification de l'une quelconque des caractéristiques fondamentales d'une assignation, telles qu'elles sont spécifiées dans la présente section, à l'exception de celles qui figurent au *point 3a*), la date à indiquer doit être celle de la dernière modification effective ou prévue, selon le cas.

Point 3 Identité et emplacement de la station terrienne de réception

a) Indiquer le nom sous lequel la station terrienne de réception est désignée ou le nom de la localité dans laquelle elle est située.

b) Indiquer le pays où la station terrienne de réception est située. Il convient d'utiliser à cet effet les symboles figurant dans la préface à la Liste internationale des fréquences.

c) Indiquer les coordonnées géographiques (en degrés et minutes) de l'emplacement du récepteur.

Point 4 Station(s) d'émission associée(s) à la station terrienne

Indiquer l'identité de la ou des stations spatiales d'émission associées à la station terrienne, en se référant aux notifications y relatives ou de toute autre façon ou bien dans le cas d'un satellite passif, l'identité du ou des satellites et de la ou des stations terriennes d'émission qui lui ou leur sont associées.

Point 5 Classe de la station et nature du service effectué

Au moyen des symboles figurant à l'appendice 10, indiquer la classe de la station et la nature du service effectué.

Point 6 Classe d'émission, largeur de bande nécessaire et nature de la transmission à recevoir

a) Indiquer la classe d'émission, la largeur de bande nécessaire et la nature de la transmission à recevoir, conformément à l'article 2 et à l'appendice 5. Indiquer également la bande passante du récepteur, définie par les points où la réponse du récepteur est de 6 db inférieure à son maximum.

b) Dans le cas où il existe une ou plusieurs fréquences de référence dans une émission à recevoir, indiquer ces fréquences.

Point 7 Caractéristiques de l'antenne de réception de la station terrienne

a) Indiquer, en degrés, l'angle de site minimal de l'antenne (angle par rapport au plan horizontal).

b) Indiquer, en degrés, à partir du Nord vrai dans le sens des aiguilles d'une montre les limites entre lesquelles l'azimut de l'antenne peut varier.

c) Indiquer, en degrés, l'angle formé par les directions dans lesquelles la puissance est réduite de moitié (donner une description détaillée si le diagramme de directivité n'est pas symétrique).

d) Indiquer le gain isotrope de l'antenne (db) dans la direction du lobe principal (voir le numéro **100**).

e) Indiquer le gain isotrope maximum de l'antenne (db) dans le plan horizontal pour tout angle de site supérieur à l'angle de site minimal (voir le numéro **100**).

f) Indiquer, en mètres, la hauteur de l'antenne au-dessus du niveau moyen de la mer.

Point 8 Horaire maximal de réception

Indiquer l'horaire maximal de réception (T.M.G.) sur la fréquence indiquée au *point 1*.

Point 9 Coordination

Indiquer le nom de toute administration avec laquelle l'utilisation de la fréquence a été coordonnée et, le cas échéant, le nom de toute administration auprès de laquelle la coordination de l'utilisation de la fréquence a été recherchée, mais pas effectuée.

Point 10 Température de bruit

Indiquer, en degrés Kelvin, la température de bruit de l'ensemble du système de réception en fonctionnement dans les conditions de « ciel calme », pour la valeur minimale de l'angle de site de l'antenne.

Point 11 Administration ou compagnie exploitante

Indiquer le nom de l'administration ou de la compagnie exploitante et les adresses postale et télégraphique de l'administration à laquelle il convient d'envoyer toute communication urgente concernant les brouillages et les questions relatives à l'exploitation technique des stations (voir l'article 15).

12—07

Section D. Caractéristiques fondamentales à fournir dans le cas de la notification d'une fréquence d'émission de stations spatiales

Point 1 Fréquence assignée

Indiquer la fréquence assignée, telle qu'elle est définie à l'article 1, en kHz jusqu'à 30 000 kHz y compris, en MHz au-dessus de 30 000 kHz.

Point 2 Date de mise en service

a) Dans le cas d'une nouvelle assignation, indiquer la date de mise en service effective ou prévue, selon le cas, de l'assignation de fréquence.

b) Lors d'une modification de l'une quelconque des caractéristiques fondamentales d'une assignation, telles qu'elles sont spécifiées dans la présente section, à l'exception de celles qui figurent aux *points 3* ou *4*, la date à indiquer doit être celle de la dernière modification effective ou prévue, selon le cas.

Point 3 Indicatif d'appel (signal d'identification)

Inscrire l'indicatif d'appel ou tout autre signal d'identification utilisé aux termes de l'article 19.

Point 4 Identité de la ou des stations spatiales

Indiquer l'identité de la ou des stations spatiales.

Point 5 Zone de service

Indiquer la zone de service prévue ou le nom de la localité et du pays où est ou sont situées la ou les stations de réception associées à la ou aux stations spatiales.

Point 6 Renseignements relatifs à l'orbite

Indiquer, s'il y a lieu, l'angle d'inclinaison de l'orbite, la période de l'objet spatial ainsi que les altitudes en kilomètres

de l'apogée et du périgée. Dans le cas d'une station spatiale placée à bord d'un satellite stationnaire, indiquer la longitude géographique moyenne de la projection sur la surface de la Terre de la position du satellite.

Point 7 Classe de station et nature du service effectué

Au moyen des symboles figurant à l'appendice 10, indiquer la classe de la ou des stations et la nature du service effectué.

Point 8 Classe d'émission, largeur de bande nécessaire et nature de la transmission

a) Indiquer la classe d'émission, la largeur de bande nécessaire et la nature de la transmission, conformément à l'article 2 et à l'appendice 5.

b) Dans le cas où il existe une ou plusieurs fréquences de référence dans une émission donnée, indiquer ces fréquences.

Point 9 Puissance (en watts)

Selon la classe d'émission, indiquer de la façon suivante la puissance fournie à l'antenne:

— puissance moyenne (Pm) s'il s'agit d'une émission à modulation d'amplitude à onde porteuse complète non manipulée, ou d'une émission à modulation de fréquence (voir le numéro **96**);

— puissance de crête (Pp) s'il s'agit d'une émission autre que celles dont il est question ci-dessus (voir le numéro **95**).

Point 10 Caractéristiques de l'antenne d'émission

a) Indiquer, en degrés, l'angle formé par les directions dans lesquelles la puissance est réduite de moitié (donner une description détaillée si le diagramme de directivité n'est pas symétrique).

b) Indiquer le gain isotrope de l'antenne (db) dans la direction du rayonnement maximal (voir le numéro **100**).

c) Dans le cas d'un satellite stationnaire utilisant des antennes à effet directif, indiquer le point de la surface de la Terre vers lequel l'antenne est dirigée ainsi que la précision du pointage.

Point 11 Horaire maximal de fonctionnement

Indiquer l'horaire maximal de fonctionnement (T.M.G.) sur la fréquence indiquée au *point 1.*

Point 12 Nombres de stations spatiales

Dans le cas de satellites non stationnaires, indiquer le nombre de stations spatiales auxquelles s'applique la fiche de notification.

Point 13 Administration ou compagnie exploitante

Indiquer le nom de l'administration ou de la compagnie exploitante et les adresses postale et télégraphique de l'administration à laquelle il convient d'envoyer toute communication urgente concernant les brouillages, la qualité des émissions et les questions relatives à l'exploitation technique des stations (voir l'article 15).

Section E. Caractéristiques fondamentales à fournir dans le cas de la notification d'une fréquence de réception de stations spatiales

Point 1 Fréquence assignée

Indiquer la fréquence assignée de l'émission à recevoir, telle qu'elle est définie à l'article 1, en kHz jusqu'à 30 000 kHz y compris, en MHz au-dessus de 30 000 kHz.

Point 2 Date de mise en service

a) Dans le cas d'une nouvelle assignation, indiquer la date effective ou prévue, selon le cas, à laquelle commence la réception sur la fréquence assignée.

b) Lors d'une modification de l'une quelconque des caractéristiques fondamentales d'une assignation, telles qu'elles sont spécifiées dans la présente section, à l'exception de celles qui figurent au *point 3*, la date à indiquer doit être celle de la dernière modification effective ou prévue, selon le cas.

Point 3 Identité de la ou des stations spatiales de réception

Indiquer l'identité de la ou des stations spatiales de réception

Point 4 Renseignements relatifs à l'orbite

Indiquer, s'il y a lieu, l'angle d'inclinaison de l'orbite, la période de l'objet spatial, ainsi que les altitudes en kilomètres de l'apogée et du périgée. Dans le cas d'une station spatiale placée à bord d'un satellite stationnaire, indiquer la longitude géographique moyenne de la projection sur la surface de la Terre de la position du satellite.

Point 5 Station(s) terrienne(s) d'émission associée(s) à la ou aux stations spatiales

Indiquer l'identité de la ou des stations terriennes d'émission associées à la ou aux stations spatiales, en se référant aux notifications y relatives ou de toute autre façon.

Point 6 Classe de station et nature du service effectué

Au moyen des symboles figurant à l'appendice 10, indiquer la classe de ou des stations de réception et la nature du service effectué.

Point 7 Classe d'émission, largeur de bande nécessaire et nature de la ou des transmissions à recevoir

a) Indiquer la classe d'émission, la largeur de bande nécessaire et la nature de la ou des transmissions à recevoir, conformément à l'article 2 et à l'appendice 5. Indiquer également la bande passante du récepteur, définie par les points où la réponse du récepteur est de 6 db inférieure à son maximum. Dans le cas d'une station spatiale de satellite de télécommunication destinée

à recevoir le signal composite de plusieurs émissions transmises par une ou plusieurs stations terriennes dans des canaux contigus, il convient d'indiquer le nombre de ces émissions, l'écart entre leurs fréquences assignées et la largeur de bande totale qu'elles occupent.

b) Dans le cas où il existe une ou plusieurs fréquences de référence dans une émission à recevoir, indiquer ces fréquences.

Point 8 Caractéristiques de l'antenne de réception de la ou des stations spatiales

a) Indiquer, en degrés, l'angle formé par les directions dans lesquelles la puissance est réduite de moitié (donner une description détaillée si le diagramme de directivité n'est pas symétrique).

b) Indiquer le gain isotrope de l'antenne (db) dans la direction du lobe principal (voir le numéro **100**).

c) Dans le cas d'un satellite stationnaire utilisant des antennes à effet directif, indiquer le point de la surface de la Terre vers lequel l'antenne est dirigée, ainsi que la précision du pointage.

Point 9 Horaire maximal de réception

Indiquer l'horaire maximal de réception (T.M.G.) sur la fréquence indiquée au *point 1.*

Point 10 Nombre de stations spatiales

Dans le cas de satellites non stationnaires, indiquer le nombre de stations spatiales auxquelles s'applique la fiche de notification.

Point 11 Température de bruit

Indiquer, en degrés Kelvin, la température de bruit de l'ensemble du système de réception.

Point 12 Administration ou compagnie exploitante

Indiquer le nom de l'administration ou de la compagnie exploitante et les adresses postale et télégraphique de l'administration à laquelle il convient d'envoyer toute communication urgente concernant les brouillages, et les questions relatives à l'exploitation technique des stations (voir l'article 15).

12—12

Section F. Caractéristiques fondamentales à fournir dans le cas de la notification d'une fréquence de réception de stations de radioastronomie

Point 1 Fréquence observée

Indiquer le centre de la bande de fréquences observée, en kHz, jusqu'à 30 000 kHz y compris, en MHz au-dessus de 30 000 kHz.

Point 2 Date de misc en service

a) Indiquer la date effective ou prévue, selon le cas, à laquelle commence la réception dans la bande de fréquences.

b) Lors d'une modification de l'une quelconque des caractéristiques fondamentales spécifiées dans la présente section, à l'exception de celles qui figurent au *point 3 b)*, la date à indiquer doit être celle de la dernière modification effective ou prévue, selon le cas.

Point 3 Nom et emplacement de la station

a) Indiquer les lettres « RA ».

b) Indiquer le nom sous lequel la station est désignée ou le nom de la localité dans laquelle elle est située, ou bien ces deux noms.

c) Indiquer le pays où la station est située. Il convient d'utiliser à cet effet les symboles figurant dans la Préface à la Liste internationale des fréquences.

d) Indiquer les coordonnées géographiques (en degrés et minutes) de l'emplacement de la station.

Point 4 Largeur de bande

Indiquer la largeur de la bande de fréquences sur laquelle portent les observations.

Point 5 Caractéristiques de l'antenne

Indiquer le type et les dimensions de l'antenne, sa surface effective et les limites entre lesquelles peuvent varier son azimut et son angle de site.

Point 6 Horaire maximal de réception

Indiquer l'horaire maximal de réception (T.M.G.) dans la bande de fréquences indiquée au *point 1.*

Point 7 Température de bruit

Indiquer, en degrés Kelvin, la température de bruit de l'ensemble du système de réception.

Point 8 Classe des observations

Indiquer la classe des observations effectuées dans la bande de fréquences indiquée au *point 1.* Les observations de la classe A sont celles dans lesquelles la sensibilité des appareils n'est pas un facteur essentiel. Les observations de la classe B sont celles que l'on ne peut effectuer qu'avec des récepteurs à faible bruit très perfectionnés.

Point 9 Administration ou compagnie exploitante

Indiquer le nom de l'administration ou de la compagnie exploitante et les adresses postale et télégraphique de l'administration à laquelle il convient d'envoyer toute communication urgente concernant les brouillages, et les questions relatives à l'exploitation technique des stations (voir l'article 15).

ANNEXE 13

Révision de l'appendice 9 au Règlement des radiocommunications

L'appendice 9 au Règlement des radiocommunications est révisé comme suit:

La nouvelle liste suivante est ajoutée à la suite de la Liste VIII:

Liste VIII A - Nomenclature des stations du service spatial et du service de radioastronomie [1]

I — Stations terriennes de télécommunication par satellites

Noms des pays notificateurs par ordre alphabétique des symboles désignant les pays.

Noms des stations par ordre alphabétique.

Nom sous lequel la station est désignée ou nom de la localité dans laquelle elle est située	Coordonnées géographiques (en degrés et minutes) de l'emplacement de la station	Indicatif d'appel (signal d'identification)	Emission								Réception								Identité de la ou des stations avec lesquelles la communication doit être établie	Administration ou compagnie exploitante	Observations
			Télécommande, le cas échéant				Radiocommunications				Télémesure				Poursuite		Radiocommunications				
1	2	3	4a	4b	4c	5a	5b	5c	6a	6b	7a	7b	8a	8b	9	10	11
			Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Puissance (en kW)	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Puissance (en kW)	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission			1) Dispositions spéciales des canaux pour: *a)* la télégraphie; *b)* la téléphonie; *c)* d'autres types de radiocommunications s'il y a lieu; 2) Méthode spéciale de modulation.

[1] Pour les cas où les données doivent être fournies, voir les numéros 639AA, 639AB et 639AC.

13—01

2 — Stations spatiales de satellite de télécommunication

Noms des pays notificateurs par ordre alphabétique des symboles désignant les pays.
Noms des stations par ordre alphabétique ou numérique de leur désignation.

		Emission									Réception						
		Télémesure			Poursuite			Radiocommunications			Télécommande le cas échéant		Radiocommunications				
Identité de la station	Indicatif d'appel (signal d'identification)	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Puissance (en watts)	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Puissance (en watts)	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Puissance (en watts)	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Zone de service ou nom de la localité et du pays où est ou sont situées la ou les stations de réception associées à la station spatiale	Administration ou compagnie exploitante	Observations
1	2	3a	3b	3c	4a	4b	4c	5a	5b	5c	6a	6b	7a	7b	8	9	10

1) Renseignements relatifs à l'orbite :
   a) angle d'inclinaison de l'orbite;
   b) période de l'objet spatial;
   c) altitude de l'apogée en km;
   d) altitude du périgée en km;
   e) s'il s'agit d'un satellite stationnaire, longitude géographique moyenne de la projection sur la surface de la Terre de la position du satellite.
2) Dispositions spéciales des canaux pour:
   a) la télégraphie;
   b) la téléphonie;
   c) d'autres types de radiocommunications s'il y a lieu.
3) Méthodes spéciales de modulation.

3 — Stations terriennes de météorologie par satellites

Noms des pays notificateurs par ordre alphabétique des symboles désignant les pays.
Noms des stations par ordre alphabétique.

			Emission			Réception							
Nom sous lequel la station est désignée ou nom de la localité dans laquelle elle est située	Coordonnées géographiques (en degrés et minutes) de l'emplacement de la station	Indicatif d'appel (signal d'identification)		Télécommande le cas échéant		Télémesure		Poursuite		Réception des renseignements météorologiques		Identité de la ou des stations avec lesquelles la communication doit être établie	Administration ou compagnie exploitante	Observations
			Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Puissance (en kW)	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission			
1	2	3	4a	4b	4c	5a	5b	6a	6b	7a	7b	8	9	10
														Méthodes spéciales de modulation.

4 — Stations spatiales de satellite de météorologie

Noms des pays notificateurs par ordre alphabétique des symboles désignant les pays.
Noms des stations par ordre alphabétique ou numérique de leur désignation.

Identité de la station	Indicatif d'appel (signal d'identification)	Emission									Réception		Zone de service ou nom de la localité et du pays où est située la station de réception associée à la station spatiale	Administration ou compagnie exploitante	Observations
		Télémesure			Poursuite			Emission des renseignements météorologiques			Télécommande le cas échéant				
		Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Puissance (en watts)	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Puissance (en watts)	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Puissance (en watts)	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission			1) Renseignements relatifs à l'orbite: *a)* angle d'inclinaison de l'orbite; *b)* période de l'objet spatial; *c)* altitude de l'apogée en km; *d)* altitude du périgée en km; *e)* s'il s'agit d'un satellite stationnaire, longitude géographique moyenne de la projection sur la surface de la Terre de la position du satellite; 2) Dispositions spéciales des canaux pour: *a)* la télégraphie; *b)* la téléphonie; *c)* d'autres types de radiocommunications s'il y a lieu; 3) Méthodes spéciales de modulation.
1	2	3a	3b	3c	4a	4b	4c	5a	5b	5c	6a	6b	7	8	9

5 — Stations terriennes de radionavigation par satellites

Noms des pays notificateurs par ordre alphabétique des symboles désignant les pays.
Noms des stations par ordre alphabétique.

			Emission			Réception							
			Télécommande, le cas échéant			Télémesure		Poursuite		Réception des renseignements complémentaires nécessaires à la radionavigation			Observations
1	Nom sous lequel la station est désignée ou nom de la localité dans laquelle elle est située												
2	Coordonnées géographiques (en degrés et minutes) de l'emplacement de la station												
3	Indicatif d'appel (signal d'identification)												
4a	Fréquence (en MHz ou GHz)												
4b	Classe d'émission, largeur de bande nécessaire et nature de la transmission												
4c	Puissance (en kW)												
5a	Fréquence (en MHz ou GHz)												
5b	Classe d'émission, largeur de bande nécessaire et nature de la transmission												
6a	Fréquence (en MHz ou GHz)												
6b	Classe d'émission, largeur de bande nécessaire et nature de la transmission												
7a	Fréquence (en MHz ou GHz)												
7b	Classe d'émission, largeur de bande nécessaire et nature de la transmission												
8	Identité de la ou des stations avec lesquelles la communication doit être établie												
9	Administration ou compagnie exploitante												
10													Méthodes spéciales de modulation.

6 — Stations spatiales de satellite de radionavigation

Noms des pays notificateurs par ordre alphabétique des symboles désignant les pays.
Noms des stations par ordre alphabétique ou numérique de leur désignation.

Identité de la station	Indicatif d'appel (signal d'identification)	Emission									Réception		Zone de service ou nom de la localité et du pays où est ou sont situées la ou les stations de réception associées à la station spatiale	Administration ou compagnie exploitante	Observations
		Télémesure			Poursuite			Emission des renseignements complémentaires nécessaires à la radionavigation			Télécommande, le cas échéant				
		Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Puissance (en watts)	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Puissance (en watts)	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Puissance (en watts)	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission			
1	2	3a	3b	3c	4a	4b	4c	5a	5b	5c	6a	6b	7	8	9
															1) Renseignements relatifs à l'orbite : *a)* angle d'inclinaison de l'orbite ; *b)* période de l'objet spatial; *c)* altitude de l'apogée en km; *d)* altitude du périgée en km; *e)* s'il s'agit d'un satellite stationnaire, longitude géographique moyenne de la projection sur la surface de la Terre de la position du satellite. 2) Dispositions spéciales des canaux pour: *a)* la télégraphie; *b)* la téléphonie; *c)* d'autres types de radiocommunications s'il y a lieu. 3) Méthodes spéciales de modulation.

7 — Stations terriennes de recherche spatiale

Noms des pays notificateurs par ordre alphabétique des symboles désignant les pays.
Noms des stations par ordre alphabétique.

Nom sous lequel la station est désignée ou nom de la localité dans laquelle elle est située			Emission			Réception								
				Télécommande, le cas échéant		Télémesure		Poursuite		Réception des renseignements recueillis				Observations
Coordonnées géographiques (en degrés et minutes) de l'emplacement de la station														
		Indicatif d'appel (signal d'identification)	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Puissance (en kW)	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Identité de la ou des stations avec lesquelles la communication doit être établie	Administration ou compagnie exploitante	
1	2	3	4a	4b	4c	5a	5b	6a	6b	7a	7b	8	9	10
														Toute particularité éventuelle de la station et objet des recherches.

8-Stations spatiales de recherche spatiale

Noms des pays notificateurs par ordre alphabétique des symboles désignant les pays.
Noms des stations par ordre alphabétique ou numérique de leur désignation.

Identité de la station	Indicatif d'appel (signal d'identification)	Emission									Réception		Zone de service ou nom de la localité et du pays où est ou sont situées la ou les stations de réception associées à la station spatiale	Administration ou compagnie exploitante	Observations
		Télémesure			Poursuite			Emission des renseignements recueillis			Télécommande le cas échéant				
		Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Puissance (en watts)	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Puissance (en watts)	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission	Puissance (en watts)	Fréquence (en MHz ou GHz)	Classe d'émission, largeur de bande nécessaire et nature de la transmission			
1	2	3a	3b	3c	4a	4b	4c	5a	5b	5c	6a	6b	7	8	9
															1) Dans le cas d'un satellite de la Terre, renseignements relatifs à l'orbite : *a)* angle d'inclinaison de l'orbite; *b)* période de l'objet spatial; *c)* altitude de l'apogée en km; *d)* altitude du périgée en km; *e)* s'il s'agit d'un satellite stationnaire, longitude géographique moyenne de la projection sur la surface de la Terre de la position du satellite; 2) Dans le cas d'une sonde spatiale, indications générales sur sa trajectoire. 3) Méthodes spéciales de modulation.

9 — Stations de radioastronomie

Noms des pays notificateurs par ordre alphabétique des symboles désignant les pays.
Noms des stations par ordre alphabétique.

1	Nom sous lequel la station est désignée ou nom de la localité dans laquelle elle est située
2	Coordonnées géographiques (en degrés et minutes) de l'emplacement de la station
3	Centre de la bande de fréquences observée (en MHz ou GHz)
4	Largeur de la bande de fréquences sur laquelle portent les observations
5	Caractéristiques de l'antenne
6	Horaire maximal de réception (T.M.G.)
7	Température de bruit (degrés K)
8	Classe des observations
9	Administration ou compagnie exploitante
10	Observations Toute autre particularité de la station, notamment: 1) son altitude (en mètres au-dessus du niveau de la mer); 2) les caractéristiques principales de l'antenne; 3) l'objet des observations.

ANNEXE 14

Révision de l'appendice 10 au Règlement des radiocommunications

L'appendice 10 au Règlement des radiocommunications est révisé comme suit:

Les nouvelles notations suivantes sont insérées à leur ordre alphabétique:

EC	Station spatiale de satellite de télécommunication
ED	Station spatiale de télécommande spatiale
EH	Station spatiale de recherche spatiale
EK	Station spatiale de poursuite spatiale
EM	Station spatiale de satellite de météorologie
EN	Station spatiale de satellite de radionavigation
ER	Station spatiale de télémesure spatiale
RA	Station de radioastronomie
TC	Station terrienne de télécommunication par satellites
TD	Station terrienne de télécommande spatiale
TH	Station terrienne de recherche spatiale
TK	Station terrienne de poursuite spatiale
TM	Station terrienne de météorologie par satellites
TN	Station terrienne de radionavigation par satellites
TR	Station terrienne de télémesure spatiale

PROTOCOLE ADDITIONNEL

PROTOCOLE ADDITIONNEL

Au moment de procéder à la signature des Actes de la Conférence Administrative Extraordinaire des Radiocommunications de Genève (1963), les délégués soussignés prennent note de ce que les réserves suivantes ont été formulées par certains signataires:

RÉPUBLIQUE ARGENTINE

La délégation argentine déclare que son pays ne reconnaît pas les assignations de fréquence qui pourraient être faites, directement ou indirectement, au nom d'une ou de plusieurs autres puissances, pour n'importe quel service et dans n'importe quelle partie du spectre des fréquences aux îles Malvinas, aux îles de la Géorgie du Sud ou aux îles Sandwich du Sud, territoires sur lesquels la République Argentine exerce des droits de souveraineté. Le fait qu'il ne soit pas fait mention d'autres territoires ne doit pas être considéré comme une renonciation de la part de la République Argentine aux droits qu'elle exerce sur eux. En tout état de cause, la République Argentine se réserve le droit d'utiliser comme siennes les fréquences assignées dans les conditions mentionnées ci-dessus.

CUBA

En signant, au nom de la République de Cuba, les Actes finals de la Conférence administrative extraordinaire des radiocommunications spatiales de Genève (1963), la délégation de Cuba fait la déclaration suivante:

Considérant

a) que l'on n'a pas établi de plan mondial pour le service de radiocommunications spatiales;

b) que l'on n'a pas adopté de principes propres à garantir une participation équitable de tous les pays au service de radiocommunications spatiales;

c) que certaines dispositions de la procédure de notification des fréquences et de la procédure de coordination ne satisfont pas les intérêts de Cuba;

d) que l'on a apporté au Tableau de répartition des bandes de fréquences des modifications qui seraient susceptibles de nuire au fonctionnement normal des radiocommunications cubaines.

Pour ces raisons, Cuba se réserve formellement le droit d'user d'une totale liberté d'action et de ne pas adopter les dispositions de la Conférence administrative extraordinaire des radiocommunications spatiale de Genève (1963) qui pourraient être contraires aux intérêts de Cuba.

ETATS-UNIS D'AMÉRIQUE
ET TERRITOIRES DES ETATS-UNIS D'AMÉRIQUE

En signant les Actes finals de la Conférence administrative extraordinaire des radiocommunications de Genève (1963), la délégation des Etats-Unis d'Amérique et celle des Territoires des Etats-Unis d'Amérique font la déclaration suivante:

1. Tous les pays de la Région 2 ont toujours été d'accord jusqu'ici pour collaborer étroitement à l'application des dispositions du Tableau de répartition des bandes de fréquences qui figure dans le Règlement des radiocommunications de l'Union;

2. cette collaboration a été, dans une large mesure, nécessaire puisque la plupart des pays de la Région 2 sont soit géographiquement très proches les uns des autres, soit séparés par des espaces maritimes d'une étendue relativement faible qui les protègent beaucoup moins efficacement contre les brouillages nuisibles qu'une étendue équivalente de terre;

3. en raison de la collaboration dont il est fait état au paragraphe 1, aucun pays de la Région 2 n'a jamais, dans le passé, jugé nécessaire de demander l'inclusion, dans le Tableau de répartition des bandes de fréquences, de renvois consacrant, pour un pays donné, une dérogation à l'attribution internationale d'une ou de plusieurs bandes de fréquences particulières;

4. la délégation de Cuba à la présente Conférence a décidé de ne pas associer son pays aux engagements pris par toutes les autres délégations des pays de la Région 2 en ce qui concerne certaines dispositions du Tableau de répartition des bandes de fréquences tel qu'il a été modifié par cette Conférence;

5. à la lumière de ce qui précède, les délégations des Territoires des Etats-Unis d'Amérique et des Etats-Unis d'Amérique se refusent au nom du Gouvernement des Etats-Unis d'Amérique, à accepter l'obligation de respecter les dérogations demandées par Cuba dans les renvois du Tableau de répartition qui ont été adoptés par la présente Conférence et dans lesquels Cuba est nommément désigné.

RÉPUBLIQUE D'INDONÉSIE

De l'avis de la délégation de la République d'Indonésie à la Conférence administrative extraordinaire des radiocommunications chargée d'attribuer des bandes de fréquences pour les radiocommunications spatiales, un pays doit d'abord adhérer à la Convention internationale des télécommunications, avant d'avoir le droit de participer aux conférences de l'Union internationale des télécommunications. La délégation indonésienne se réfère, à cet égard, au cas de la représentation de la Malaisie qui, selon la délégation indonésienne, ne saurait être considérée autrement que comme un nouveau pays qui est censé être composé de la Malaisie (Fédération de), pays Membre de l'Union, et de Singapour-Bornéo du Nord, Membre associé, et auquel s'applique l'article 18 de la Convention. L'Administration indonésienne n'ayant pas encore reçu du Secrétaire général, avant la séance plénière de la présente Conférence en date du 6 novembre 1963, notification de l'adhésion à la Convention du nouveau pays susmentionné, la délégation de la République d'Indonésie tient à réserver le droit de son Gouvernement de ne pas reconnaître la représentation de la Malaisie à la Conférence administrative extraordinaire des radiocommunications chargée d'attribuer des bandes de fréquences pour les radiocommunications spatiales, car cette reconnaissance serait contraire aux dispositions de l'article 18 de la Convention.

MALAISIE

La délégation de Malaisie déclare qu'elle n'accepte pas la déclaration de la délégation indonésienne en ce qui concerne la Malaisie. La constitution originale de la Fédération de Malaisie (Federation of Malaya), qui prévoyait des amendements, a été amendée par une loi du Parlement malaisien avant la Fête nationale de notre pays, le 16 septembre 1963. Cette loi a tenu compte de l'incorporation de Singapour, Sarawak et

Sabah (Bornéo du Nord) dans l'ancienne Fédération de Malaisie, ce qui a valu la nouvelle dénomination de Malaisie (Malaysia). Cet accord a été possible grâce à un accord passé entre le Gouvernement de Sa Majesté britannique et le Gouvernement de la Fédération de Malaisie. En donnant son consentement à la loi, Sa Majesté britannique abandonnait ses droits de souveraineté sur Singapour, Sarawak et Sabah.

En fait, la Malaisie, c'est la Fédération d'avant le 16 septembre 1963 avec l'addition de nouveaux territoires. Ce principe a été proclamé publiquement dans un message radiodiffusé du Secrétaire permanent malaisien des Affaires étrangères en date du 16 septembre. Il y a donc complète continuité juridique, la Fédération de Malaisie (Malaya) et la Malaisie (Malaysia) ne constituant qu'une seule entité.

Il est donc évident que la Fédération et la Malaisie ne sont qu'un seul et même Etat. On peut d'ailleurs rappeler que la Malaisie a été élue récemment au Conseil de Sécurité des Nations Unies — où elle siègera alternativement avec la Tchécoslovaquie — sans que son identité soit mise en question.

MEXIQUE

En signant les Actes finals de la Conférence administrative extraordinaire des radiocommunications de Genève (1963), la délégation du Mexique exprime l'intention de son Administration de se conformer aux dispositions du Règlement des radiocommunications ainsi révisé. Cependant, cette délégation déclare que le Gouvernement mexicain se réserve le droit d'adopter les mesures qu'il jugera appropriées afin de protéger ses intérêts, si un Membre ou Membre associé de l'Union, quel qu'il soit, ne se conforme pas aux dispositions dudit Règlement, ou si les réserves formulées par d'autres pays ont pour effet de compromettre le bon fonctionnement des services de télécommunication du Mexique.

PAKISTAN

Quoique pleinement consciente de l'intérêt de mettre rapidement en œuvre les décisions de la Conférence administrative extraordinaire des radiocommunications de Genève (1963), en vue d'accélérer le développement et l'établissement des radiocommunications spatiales dans le monde entier, la délégation du Pakistan ne perd toutefois pas de vue le fait que les techniques des radiocommunications spatiales en sont encore au stade

de la mise au point et de l'expérimentation. Les dispositions concernant les critères de partage et la possibilité de brouillage entre systèmes de radiocommunications spatiales et systèmes de Terre ne reposent pas sur une expérience pratique acquise dans l'exploitation simultanée de ces deux catégories de systèmes; ces problèmes font encore l'objet d'une étude par le C.C.I.R. dont les Avis actuels ont un caractère provisoire. Aucun critère de partage n'a été défini pour le partage des bandes inférieures à 1 GHz. Le Pakistan étant un pays nouveau en voie de développement, composé de deux territoires séparés, dont les télécommunications intérieures sont tributaires de l'emploi des ondes hertziennes, ce pays ne pourra, dans ces conditions, se conformer aux nouvelles dispositions revisées du Règlement des radiocommunications, telles qu'elles ont été adoptées par la présente Conférence, que dans la mesure où les services spatiaux ne causeront aucun brouillage à ses services.

La délégation du Pakistan réserve donc le droit pour son pays de prendre en dernier ressort les mesures nécessaires pour répondre à ses besoins en matière de télécommunications. Ce faisant, le Pakistan s'efforcera toutefois d'éviter de causer des brouillages nuisibles aux services de radiocommunications des autres administrations.

LA RÉPUBLIQUE DÉMOCRATIQUE ET POPULAIRE D'ALGÉRIE
KUWAIT, LA RÉPUBLIQUE ARABE UNIE

considérant

que la mise en œuvre efficace de la Résolution 1721 (XVI) des Nations Unies sur la coopération internationale touchant les utilisations pacifiques de l'espace extra-atmosphérique doit, en fin de compte, se fonder sur l'établissement par les Membres et les Membres associés de l'Union de plans mondiaux concernant toutes les catégories de services spatiaux et prévoyant la participation équitable de tous les pays du monde à ces services, conformément à l'esprit de la résolution susmentionnée;

considérant

1. qu'aucun plan mondial de ce genre, faisant état des besoins de tous les pays du monde en matière de services spatiaux, n'a encore été établi;

2. que les bandes de frequences attribuees aux services de télecommunication par satellites, telles qu'elles figurent dans l'article 5 du Reglement des radiocommunications révise, reposent sur des deductions entièrement empiriques et ne correspondent en aucune façon aux besoins reels des pays;

3. *a)* que le partage des frequences entre services de télecommunications par satellites et services de Terre, tel qu'il est prevu dans le Tableau de repartition des bandes de frequences, a été fondé sur des critères provisoires fournis par le C.C.I.R.,

b) que les criteres de partage provisoires valables pour le service de télecommunication par satellites ont ete appliques a d'autres services pour lesquels de tels criteres n'existaient pas, ce qui rend precaire la protection des services de Terre contre les brouillages nuisibles,

c) que la procedure de calcul des distances de coordination est provisoire et n'assure nullement un fonctionnement des télecommunications par satellites exempt de brouillages;

4. que les progrès techniques du developpement general des diverses categories de services spatiaux ne sont pas suffisamment avances,
5. que les facteurs economiques qu'impliquent l'etablissement et l'exploitation de tels services n'ont jusqu'à present pas encore pu être evalues, ce qui met les petits pays dans une situation très desavantageuse,
6. que les coüts en question, ainsi que les conditions d'ordre juridique et autres qui presideront a l'utilisation d'un systeme de ce genre ne sont pas encore a même d'être etudies,

Les pays susmentionnes se reservent le droit:

a) de prendre toutes les mesures necessaires pour proteger leurs services existants et futurs sans prevoir de restrictions d'aucune sorte pour le materiel utilise ou destine a être utilise a l'avenir dans toutes les bandes de frequences,

b) d'adopter toutes les mesures necessaires pour proteger leurs droits concernant la priorite d'inscription des fréquences apres l'entrée en vigueur du Reglement des radiocommunications revise.

Les pays susmentionnes contribuent toutefois aux efforts destines a faire progresser les nouvelles techniques des télecommunications spatiales,

PA—06

qui ont été entrepris par les pays pionniers, et acceptent les bandes de fréquences qui ont été attribuées pour la sauvegarde des vies humaines, pour la recherche spatiale et pour les services météorologiques mondiaux.

DANEMARK, NORVÈGE, SUÈDE ET SUISSE

En signant les Actes finals de la Conférence administrative extraordinaire des radiocommunications de Genève (1963), les délégations des pays susmentionnés font la déclaration suivante: attendu que le service de radiolocalisation sur terre, à bord des navires et dans les airs a déjà été établi, est en cours d'établissement ou est projeté dans les bandes de fréquences 3 400-3 600 MHz et 5 725-5 850 MHz, conformément au Tableau de répartition des bandes de fréquences de Genève (1959), les administrations des pays susmentionnés estiment qu'il leur sera difficile d'assurer la protection générale du service de télécommunication par satellites dans d'autres pays, ce service ayant été autorisé dans ces bandes en vertu des nouvelles dispositions de Genève (1963) du Règlement des radiocommunications. Cependant, les Administrations des pays susmentionnés sont disposées à prendre toutes les mesures utiles en vue de réaliser la coordination entre les deux services, par voie d'accords avec les Administrations intéressées.

ADDENDUM

AU PROTOCOLE ADDITIONNEL

REPUBLIQUE ARGENTINE

La délégation de la République Argentine déclare que son pays se réserve le droit d'adopter toutes mesures nécessaires en vue de protéger ses services de radiocommunication, si un Membre ou Membre associé de l'Union, quel qu'il soit, ne se conforme pas aux dispositions du Règlement des radiocommunications tel qu'il a été révisé par la présente Conférence, ou si les réserves formulées par ces Membres ont pour effet de compromettre le bon fonctionnement des services de télécommunication de la République Argentine.

CANADA

La délégation canadienne tient à exprimer son inquiétude au sujet de l'inclusion de certains renvois relatifs à l'utilisation des fréquences à des fins spatiales dans la Région 2. Ces renvois bouleversent les principes depuis longtemps établis et respectés par tous les pays de cette Région, quelquefois au prix de sacrifices, comme on a pu le constater par exemple au cours de la présente Conférence.

Le Canada éprouverait de graves appréhensions si l'exploitation des radiocommunications dans la Région 2 devait s'écarter d'une utilisation rationnelle et admise par tous, du spectre des fréquences.

Nous constatons que la République de Cuba se réserve formellement le droit d'user d'une totale liberté d'action pour rejeter les dispositions des Actes finals de la Conférence administrative extraordinaire des radiocommunications qui pourraient, selon elle, être préjudiciables aux intérêts de Cuba. Attendu que tous les pays de la Région 2 n'ont cessé jusqu'ici de manifester le désir de coopérer entre eux, nous espérons que cette réserve de Cuba n'implique pas l'intention de ne pas coopérer pleinement avec les autres Membres de la Région pour une utilisation rationnelle du spectre.

Dans ces conditions, le Canada ne peut faire autrement que de s'associer au protocole présenté par les Etats-Unis d'Amérique et les Territoires des Etats-Unis d'Amérique en ce qui concerne les renvois qui ont été demandés par Cuba et que le Canada pourrait considérer dès maintenant, ou à l'avenir, comme contraires à ses intérêts. Il va sans dire que ces mêmes réserves s'appliquent au protocole final présenté par la République de Cuba.

REPUBLIQUE DE COLOMBIE

La République de Colombie se réserve le droit de prendre toutes les mesures qu'elle estime nécessaires en vue de protéger ses services qui fonctionnent conformément aux dispositions du Règlement des radiocommunications, au cas où ceux-ci seraient affectés par des services d'autres pays, qui fonctionneraient en contradiction avec les dispositions dudit Règlement, notamment en ce qui concerne le Tableau de répartition des bandes de fréquences.

La République de Colombie adoptera la même position dans les cas où l'application du Règlement des radiocommunications aurait pour effet d'affecter les droits reconnus dans la Convention.

ROYAUME-UNI DE LA GRANDE-BRETAGNE ET DE L'IRLANDE DU NORD

La délégation du Royaume-Uni de la Grande-Bretagne et de l'Irlande du Nord déclare :

qu'elle n'accepte pas la déclaration de la délégation de la République Argentine, dans la mesure où cette déclaration conteste la souveraineté du Gouvernement de Sa Majesté sur les Iles Falkland et leurs dépendances, et qu'elle désire formellement réserver les droits du Gouvernement de Sa Majesté sur cette question. Les Iles Falkland et leurs dépendances sont et restent partie intégrante des territoires dont l'ensemble constitue le Membre de l'Union connu sous le nom de : Colonies, Protectorats, Territoires d'Outre-Mer et Territoires sous mandat ou tutelle du Royaume-Uni de la Grande-Bretagne et de l'Irlande du Nord, au nom duquel le Royaume-Uni de la Grande-Bretagne et l'Irlande du Nord a adhéré le 16 novembre 1953 à la Convention internationale des télécommunications (Buenos Aires, 1952), et qui est mentionné dans la Convention internationale des télécommunications (Genève, 1959) sous le nom de : Territoires d'Outre-Mer dont les relations internationales sont assurées par le Gouvernement de la Grande-Bretagne et de l'Irlande du Nord.

Il est pris note de la déclaration du délégué de la République Argentine selon laquelle "le fait qu'il ne soit pas fait mention d'autres territoires ne doit pas être considéré comme une renonciation de la part de la République Argentine aux droits qu'elle exerce sur eux". Dans la mesure où cette déclaration est censée s'appliquer au Territoire britannique de l'Antarctique, le Gouvernement de Sa Majesté déclare n'avoir aucun doute quant à sa souveraineté sur le Territoire britannique de l'Antarctique et tient à attirer l'attention du Gouvernement argentin sur l'Article IV du Traité de l'Antarctique auquel le Gouvernement argentin et le Gouvernement du Royaume-Uni sont l'un et l'autre parties.

PA - ADD - 02

ACTAS FINALES

DE LA

CONFERENCIA ADMINISTRATIVA EXTRAORDINARIA DE RADIOCOMUNICACIONES ENCARGADA DE LA ATRIBUCIÓN DE BANDAS DE FRECUENCIAS PARA RADIOCOMUNICACIONES ESPACIALES

GINEBRA, 1963

TIAS 5603

ABREVIATURAS

En los anexos se utilizan las abreviaturas siguientes para caracterizar la clase de enmiendas introducidas durante la revisión parcial del Reglamento de Radiocomunicaciones:

Símbolo	*Significado*
MOD	Modificación
SUP	Supresión
ADD	Adición
NOC	No cambia

Nota: Si una modificación sólo afecta a la redacción de un número, sin modificar el fondo, se utiliza el símbolo:

(MOD)

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ACTAS FINALES

de la Conferencia Administrativa Extraordinaria de Radiocomunicaciones encargada de atribuir bandas de frecuencias para las radiocomunicaciones espaciales,

Ginebra, 1963

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REVISIÓN PARCIAL DEL REGLAMENTO DE RADIOCOMUNICACIONES DE GINEBRA, 1959.

En su Recomendación N.º 36, la Conferencia Administrativa de Radiocomunicaciones de Ginebra, 1959, recomendó que el Consejo de Administración de la Unión previera la convocación, hacia fines de 1963, de una Conferencia Administrativa Extraordinaria de Radiocomunicaciones que se encargara de atribuir bandas de frecuencias para las radiocomunicaciones espaciales.

Examinada la cuestión por el Consejo de Administración en su reunión anual de 1962, y en la de 1963, adoptó la Resolución N.º 524 en la que, previo acuerdo de la mayoría de los Miembros de la Unión, fijó el Orden del día de la Conferencia y resolvió que se reuniera en Ginebra el 7 de octubre de 1963.

Reunida, pues, en la fecha así fijada, la Conferencia Administrativa Extraordinaria de Radiocomunicaciones ha revisado, conforme a lo dispuesto en los N.os 60 y 61 del Convenio, las partes pertinentes del Reglamento de Radiocomunicaciones de Ginebra, 1959. Los detalles de la revisión efectuada figuran en los Anexos adjuntos.

Las disposiciones del Reglamento de Radiocomunicaciones de Ginebra, 1959, así revisadas forman parte íntegra del Reglamento de Radiocomunicaciones anexo al Convenio Internacional de Telecomunicaciones, y entrarán en vigor el primero de enero de 1965, fecha en que quedarán derogadas las disposiciones del citado Reglamento anuladas o modificadas como consecuencia de su revisión.

Al firmar la presente revisión del Reglamento de Radiocomunicaciones de Ginebra, 1959, los delegados respectivos declaran que si una administración formulara reservas con respecto a la aplicación de una o varias de las disposiciones revisadas del Reglamento, ninguna otra administración estará obligada a observar tal o tales disposiciones en sus relaciones con la administración que haya formulado esas reservas.

En fe de lo cual, los delegados de los Miembros y Miembro asociado de la Unión representados en la Conferencia Administrativa Extraordinaria de Radiocomunicaciones de Ginebra, 1963, suscriben, en nombre de sus países respectivos, la presente revisión del Reglamento de Radiocomunicaciones de Ginebra, 1959, cuyo único ejemplar quedará depositado en los

archivos de la Unión Internacional de Telecomunicaciones y del que se remitirá una copia certificada conforme a cada uno de los Miembros y Miembros asociados de la Unión.

Los Miembros y Miembros asociados de la Unión deberán notificar al Secretario General su aprobación de esta revisión del Reglamento de Radiocomunicaciones, Ginebra, 1959, por la Conferencia Administrativa Extraordinaria de Radiocomunicaciones, Ginebra, 1963. El Secretario General comunicará estas aprobaciones, a medida que las reciba, a los Miembros y Miembros asociados de la Unión.

En Ginebra, a 8 de noviembre de 1963.

02

Pour la République Démocratique et Populaire d'Algérie

M. BOUGARA

Pour la République Argentine

J. A. AUTELLI
J. J. ETULAIN
G. B. RUSSO
H. TIZEIRA

03

Pour le Commonwealth de l'Australie

L. M. HARRIS

Pour l'Autriche :

F. HENNEBERG
A. SAPIK

Pour la Belgique :

L. ROS
P. ROUCHIER
A. VANCOILLIE

04

Pour la République Socialiste Soviétique de Biélorussie :

I. PODORSKIJ

Pour la République Populaire de Bulgarie

M. VELKOV

Pour le Royaume du Cambodge

Y. KHAMVANN

Pour le Canada :

W. A. CATON

05

Pour la Chine :

鄭宇南 Cheng P.
陳樹人 Shuyen Chen

P. CHENG
S. CHEN

Pour la République de Chypre

A. Embedokles

A. F. EMBEDOKLES

Pour l'Etat de la Cité du Vatican :

Antonio Samoiloff
Henri de Riedmatten

A. SELANSKY
H. de RIEDMATTEN

06

Pour la République de Colombie :

E. ARANGO
M. VEGA O.
A. VILLEGAS A.
O. ROVIRA ARANGO
A. TAPIAS ROCHA
F. HOYOS ARENAS

Pour la République du Congo (Léopoldville) :

S. SIERAKOWSKI

07

Pour la République de Corée

P. HIN
W. PAK
J. HOY
H. P. SIM

Pour Cuba.

Dr. E. CAMEJO-ARGUDIN
J. A. VALLADARES
R. GIL

08

Pour le Danemark

G. PEDERSEN
B. NIELSEN
P. V. LARSEN

Pour l'Ensemble des Territoires représentés par l'Office français des postes et télécommunications d'Outre-Mer

G. AUNEVEUX

Pour l'Espagne :

J. M. ANIEL-QUIROGA
J. GARRIDO
J. Mª ARTO

09

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Pour les Etats-Unis d'Amérique :

J. H. McCONNELL

Pour l'Ethiopie :

D. BEYENE

Pour la Finlande :

K. ANTI
A. SINKKONEN

Pour la France :

B. de CHALVRON
Y. PLACE

010

Pour le Ghana :

J. A. EDMUN

Pour la Grèce :

A. MARANGOUDAKIS

Pour la République Populaire Hongroise :

L. HORVATH
A. LÖRINCZY
R. KERPEL

Pour la République de l'Inde :

V. V. Rao
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V. V. RAO
M. D. SANT

011

Pour la République d'Indonésie :

PRATOMO
S. ABDULRACHMAN
I. ALISJAHBANA

Pour l'Irlande :

T. Ó DÁLAIGH
J. MALONE

Pour l'Islande :

S. THORKELSSON

012

Pour l'Etat d'Israël.

Ing. E. BEN
G. LEV
Y. YANNAY

Pour l'Italie :

F. NICOTERA

Pour la Jamaïque :

G. A. GAUNTLETT

013

Pour le Japon

藤木榮 Sakae Fujiki

難波祥三 Shogo Namba

S. FUJIKI
S. NAMBA

Pour l'Etat de Koweit

عن دولة الكويت

A. A. ALSAADOON
A. Y. KHALIL
A. K. ALGHUNAIM

014

Pour le Liban

S. KAYATA

Pour la République du Libéria

S.H. BUTLER

Pour la Principauté de Liechtenstein:

W. KLEIN
R. MONNAT
H. A. KIEFFER

Pour le Luxembourg:

P. BOUCHER

015

Pour la Malaisie :

M. SECK WAN

Pour le Royaume du Maroc :

L. BOUTAMI
A. DRISSI

Pour le Mexique :

Ad referendum

J. J. HERNÁNDEZ

Pour Monaco

C. Ch. SOLAMITO

016

Pour la Norvège

N. J. SÖRERG
P. MORTENSEN
K. HAMMERSTRÖM

Pour la Nouvelle-Zélande

J. M. POWER
D. C. ROSE

Pour l'Ouganda

V. G. BENNETT

Pour le Pakistan:

O. H. MOHAMED
A. B. M. TAHER

017

Pour le Royaume des Pays-Bas

A. D. J. VURHANUS
J. J. VORMER
M. T. M. PONVILLE

Pour la République des Philippines

L. GARCIA

Pour la République Populaire de Pologne

K. KOZEŁOWSKI

018

Pour le Portugal.

M. AMARO VIEIRA
M. J. F. da COSTA JARDIM
R. LOPES C. DUARTE
A. RAMALHO

Pour les Provinces espagnoles d'Afrique

J. M. PARDO
J. Mª RUIZ DE ASSIN MUSSO

019

Pour la République Arabe Unie :

A B Eid

El Harty

H Abdel Bari

A B F. Saddek EID
A K EL HARTY
H Abdel BARI

Pour la République Fédérale d'Allemagne

Heinrich Heimann

H PRESSLER
A HEIMANN

Pour la République Socialiste Fédérative de Yougoslavie :

Vojin Popović

V POPOVIĆ

020

Pour la République Socialiste Soviétique de l'Ukraine :

J. OMELJANENKO

Pour la République Populaire Roumaine :

M. GRIGORE
B. IONITA
A. SPATARU

Pour le Royaume-Uni de la Grande-Bretagne et de l'Irlande du Nord :

CH. BOOTH
J. H. H. MERRIMAN I. SIQ. SEVERIN

021

Pour la République Sudafricaine et Territoire de l'Afrique du Sud-Ouest :

J. Z. VENTER
A. BIRRELL
H. C. VILJOEN

Pour la Suède :

H STERKY E ESPING

Pour la Confédération Suisse :

W KLEIN
R MONNAT
H A KIEFFER

022

Pour le Tanganyika.

R. F. WILLIAMS

Pour la République Socialiste Tchécoslovaque:

Ing. M. ZAHRADNÍČEK

Pour les Territoires des Etats-Unis d'Amérique

J. H. McCONNELL
J. T. DEVINE

023

Pour les Territoires d'Outre-Mer dont les relations internationales
sont assurées par le Gouvernement du Royaume-Uni
de la Grande-Bretagne et de l'Irlande du Nord

D. C. MASTERS

Pour l'Union des Républiques Socialistes Soviétiques

A. BADALOV

Pour le Kenya

V. G. BENNETT

024

ANEXO I

Revisión del artículo 1 del Reglamento de Radiocomunicaciones

El artículo 1 del Reglamento de Radiocomunicaciones se revisa como sigue:

Los números 34 y 35 quedan sustituidos por los nuevos textos siguientes:

Sección II. Sistemas, servicios y estaciones radioeléctricas

MOD **34** *Estación aeronautica*

Estacion terrestre del servicio móvil aeronautico. En ciertos casos, una estación aeronautica puede estar instalada a bordo de un barco o de un satélite terrestre.

MOD **35** *Estación de aeronave*

Estación móvil del servicio movil aeronautico instalada a bordo de una aeronave o en un vehiculo aeroespacial.

Suprimanse los números 70, 71, 72 y 73.

Despues del número 75, agreguese el nuevo número siguiente:

ADD **75A** *Estación de radioastronomia*

Estación del servicio de radioastronomia.

Despues del número 84, agreguense los nuevos números siguientes:

ADD **84AA** *Servicio terrenal*

Cualquier servicio radioeléctrico definido en el presente Reglamento distinto de un servicio espacial o de radioastronomía.

ADD **84AB** *Estación terrenal*

Estacion de un servicio terrenal.

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ADD Título **Sección IIA. Sistemas, servicios y estaciones espaciales**

ADD **84AC** *Servicio espacial*

Servicio de radiocomunicación:

— entre estaciones terrenas y estaciones espaciales,

— o entre estaciones espaciales,

— o entre estaciones terrenas cuando las señales son retransmitidas por estaciones espaciales o transmitidas por reflexión en objetos situados en el espacio, excluyendo la reflexión o dispersion en la ionosfera o dentro de la atmósfera de la Tierra.

ADD **84AD** *Estación terrena*

Estacion del servicio espacial situada en la superficie de la Tierra, a bordo de un barco inclusive, o a bordo de una aeronave.

ADD **84AE** *Estación espacial*

Estacion del servicio espacial situada en un objeto que se encuentra, que está destinado a ir o que ya estuvo fuera de la parte principal de la atmósfera de la Tierra.

ADD **84AF** *Sistema espacial*

Cualquier conjunto coordinado de estaciones terrenas y espaciales que proporcionan un servicio espacial determinado, pudiendo incluir en ciertos casos, objetos espaciales que reflejen las señales de radiocomunicación.

ADD **84AG** *Servicio de telecomunicación por satélites*

Servicio espacial:

— entre estaciones terrenas, cuando se utilizan satélites activos o pasivos para el intercambio de comunicaciones en los servicios fijo o móvil,

— o, entre una estación terrena y estaciones situadas en satélites activos, para el intercambio de comunicaciones del servicio móvil, con vista a su retransmisión desde o hacia estaciones del servicio móvil.

1—02

ADD **84AH** *Estación terrena de telecomunicación por satélites*

Estacion terrena del servicio de telecomunicacion por satélite.

ADD **84AI** *Estación espacial de satélite de telecomunicación*

Estacion espacial del servicio de telecomunicacion por satélites situada en un satélite de la Tierra.

ADD **84AJ** *Satélite activo*

Satélite de la Tierra provisto de una estacion destinada a emitir o retransmitir señales de radiocomunicacion.

ADD **84AK** *Satélite pasivo*

Satélite de la Tierra destinado a transmitir señales de radiocomunicacion por reflexion.

ADD **84AL** *Sistema de satélites*

Cualquier conjunto coordinado de estaciones que proporcionan un servicio espacial determinado, incluyendo uno o mas satélites activos o pasivos.

ADD **84AM** *Servicio de investigación espacial*

Servicio espacial en el cual se utilizan vehiculos u otros objetos espaciales para fines de investigacion científica o tecnologica.

ADD **84AN** *Estación terrena de investigación del espacio*

Estacion terrena del servicio de investigacion espacial.

ADD **84AO** *Estación espacial de investigación del espacio*

Estación espacial del servicio de investigacion espacial.

ADD **84AP** *Servicio de radiodifusión por satélites*

Servicio espacial en el cual las señales emitidas o retransmitidas por estaciones espaciales, o transmitidas por reflexion en objetos situados en órbita alrededor de la Tierra, estan destinadas a la recepción directa por el público en general.

1—03

ADD **84AQ** *Servicio de radionavegación por satélites*

Servicio que utiliza estaciones espaciales instaladas en satélites de la Tierra para fines de radionavegación, incluyendo en ciertos casos la transmisión o retransmisión de información complementaria necesaria para esta radionavegación.

ADD **84AR** *Estación terrena de radionavegación por satélites*

Estación terrena del servicio de radionavegación por satélites.

ADD **84AS** *Estación espacial de satélite de radionavegación*

Estación espacial del servicio de radionavegación por satélites, situada en un satélite de la Tierra.

ADD **84AT** *Servicio de ayudas a la meteorología por satélites*

Servicio espacial en el cual los resultados de las observaciones meteorológicas, obtenidas por instrumentos situados en satélites de la Tierra, se transmiten a estaciones terrenas desde estaciones espaciales situadas en dichos satélites.

ADD **84AU** *Estación terrena de meteorología por satélites*

Estación terrena del servicio de ayudas de la meteorología por satélites.

ADD **84AV** *Estación espacial de satélite de meteorología*

Estación espacial del servicio de ayudas de la meteorología por satélites, situada en un satélite de la Tierra.

ADD **84AW** *Telemedida espacial*

Telemedida utilizada para la transmisión, desde una estación espacial, de resultados de mediciones efectuadas en un vehículo espacial, con inclusión de las relativas al funcionamiento del vehículo espacial.

ADD **84AX** *Telemedida espacial de mantenencia*

Telemedida espacial relativa unicamente a las condiciones eléctricas y mecánicas de funcionamiento de un vehículo espacial y de su equipo, como también a las condiciones del medio ambiente que rodean al vehiculo espacial.

1—04

ADD **84AY** *Telemando espacial*

Transmisión de señales radioeléctricas a una estación espacial para iniciar, modificar o interrumpir el funcionamiento de los aparatos situados en el objeto espacial asociado, incluída la estación espacial.

ADD **84AZ** *Seguimiento espacial*

Determinación de la órbita, velocidad o posición instantánea de un objeto en el espacio por medio de la radiodeterminación, con exclusión del radar primario, con el propósito de seguir los desplazamientos del objeto.

ADD Título **Sección IIB. Espacio, órbitas y tipos de objetos espaciales**

ADD **84BA** *Espacio lejano*

Región del espacio situada a una distancia de la Tierra igual o superior a la existente entre la Tierra y la Luna.

ADD **84BB** *Órbita*

Trayectoria descrita en el espacio por el centro de gravedad de un satélite u otro objeto espacial.

ADD **84BC** *Ángulo de inclinación de una órbita*

Ángulo agudo entre el plano que contiene una órbita y el plano del ecuador terrestre.

ADD **84BD** *Período de un objeto espacial*

El tiempo comprendido entre dos pasajes consecutivos de un objeto espacial por un mismo punto de su órbita cerrada.

ADD **84BE** *Altitud del apogeo*

Altitud a partir de la superficie de la Tierra del punto de una órbita cerrada de un satélite en que éste se encuentra a distancia máxima del centro de la Tierra.

1—05

ADD **84BF** *Altitud del perigeo*

Altitud a partir de la superficie de la Tierra del punto de una órbita cerrada de un satélite en que éste se encuentra a distancia mínima del centro de la Tierra.

ADD **84BG** *Satélite estacionario*

Satélite cuya órbita circular se encuentra en el plano ecuatorial de la Tierra y que gira en torno al eje polar de la misma en el mismo sentido y con igual periodo de rotación.

ADD **84BH** *Vehículo espacial*

Todo vehículo espacial, tripulado o no tripulado, incluso un satélite de la Tierra o una sonda del espacio lejano.

1—06

ANEXO 2

Revisión del artículo 3 del Reglamento de Radiocomunicaciones

El artículo 3 del Reglamento de Radiocomunicaciones se revisa como sigue:

El número 114 queda sustituido por el nuevo número siguiente:

MOD **114** § 2. Toda nueva asignación o toda modificación de frecuencia o de otra característica fundamental de una asignación existente (véase el apéndice I o el apéndice IA), deberá realizarse de tal modo que no pueda producir interferencia perjudicial a los servicios efectuados por estaciones que utilicen frecuencias asignadas de conformidad con el Cuadro de distribución de bandas de frecuencias, incluido en este capítuto, y con las demás dispociones del presente Reglamento y cuyas características estén inscritas en el Registro internacional de frecuencias.

Después del número 116, agréguese el nuevo número siguiente:

ADD **116A** § 4A. Para la solución de casos de interferencia perjudicial, el servicio de radioastronomía se tratará como un servicio de radiocomunicación. No obstante, se le concederá protección contra servicios de otras bandas en la medida en que éstos gocen de protección entre sí.

2—01

ANEXO 3

Revisión del artículo 5 del Reglamento de Radiocomunicaciones

El artículo 5 del Reglamento de Radiocomunicaciones se revisa como sigue:

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 9995 kc/s y 10005 kc/s, por el siguiente:

kc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
9 995—10 005		
	FRECUENCIA PATRÓN	
	204 214 215	

NOC **204 214**

MOD **215** La banda 10 003-10 005 kc/s está también atribuida, a título secundario, al servicio de investigación espacial.

03—01

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 15 450 kc/s y 16 460 kc/s, por el siguiente:

kc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
15 450—15 762		
	Fijo	
15 762—15 768		
	Fijo *Investigación espacial* 215A	
15 768—16 460		
	Fijo	

ADD **215A** En Bulgaria, Cuba, Hungría, Polonia, Rumania, Checoeslovaquia y U.R.S.S., el servicio de investigación espacial es un servicio primario en las bandas 15 762-15 768 kc/s y 18 030-18 036 kc/s.

03—02

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 18 030 y 20 010 kc/s por el siguiente:

kc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
18 030—18 036		
	FIJO *Investigación espacial* 215A	
18 036—19 990		
	FIJO	
19 990—20 010		
	FRECUENCIAS PATRÓN 204 220 221 221A	

NOC **220**

MOD **221** La banda 19 990-20 010 kc/s está también atribuida, a título secundario, al servicio de investigación espacial.

ADD **221A** La frecuencia 20 007 kc/s puede utilizarse además, en casos de emergencia, para la búsqueda y salvamento de los cosmonautas y de los vehículos espaciales. Las emisiones deben restringirse a una banda de ± 3 kc/s con respecto a esta frecuencia.

03—03

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 29,7 Mc/s y 41 Mc/s, por el siguiente:

Mc/s

	Atribución a los Servicios		
	Región 1	Región 2	Región 3
29,7—30,005		FIJO 228 229 231 232 MÓVIL 233	
30,005—30,010		FIJO 228 229 231 MÓVIL INVESTIGACIÓN ESPACIAL ESPACIAL (Identificación de satélites) 233	
30,010—37,75		FIJO 228 229 230 231 MÓVIL 233	
37,75—38,25		FIJO 228 229 231 MÓVIL *Radioastronomía* 233	
38,25—41		FIJO 228 229 230 231 MÓVIL 233 235 236	

NOC **228 229 230 231 232 233 236**

SUP **234**

MOD **235** La banda 39,986-40,002 Mc/s está también atribuida, a título secundario, al servicio de investigación espacial.

03—04

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 68 Mc/s y 74,6 Mc/s por el siguiente para la Región 2:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
68—74,8	68—73 FIJO MÓVIL RADIODIFUSIÓN	68—70
		70—74,6
	73—74,6 Radioastronomía 253A 253B	

SUP 253

ADD 253A En la Región 2, pueden continuar las operaciones de los servicios fijo, móvil y de radiodifusión autorizados previamente en la banda 73-74,6 Mc/s, a condición de que no causen interferencia perjudicial al servicio de radioastronomía.

ADD 253B En Cuba, la banda 73-74,6 Mc/s está también atribuida a los servicios fijo, móvil y de radiodifusión.

03—05

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 117,975 Mc/s y 144 Mc/s, por el siguiente:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
117,975—132 MÓVIL AERONÁUTICO (R) 273 273A		
132—136 MÓVIL AERONÁUTICO (R) 273A 274 275	**132—136** FIJO MÓVIL 273A 276 277 278 279	
136—137 FIJO MÓVIL INVESTIGACIÓN ESPACIAL (Telemedida y seguimiento) 281A	**136—137** INVESTIGACIÓN ESPACIAL (Telemedida y seguimiento) 281A 281B	**136—137** FIJO MÓVIL INVESTIGACIÓN ESPACIAL (Telemedida y seguimiento) 281A
137—138 AYUDAS A LA METEOROLOGÍA POR SATÉLITES INVESTIGACIÓN ESPACIAL (Telemedida y seguimiento) 281F ESPACIAL (Telemedida y seguimiento) 275A 279A 281C 281D 281E		
138—143,6 MÓVIL AERONÁUTICO (OR) 275 282 283	**138—143,6** FIJO MÓVIL Radiolocalización	**138—143,6** FIJO MÓVIL 278 279A 284

03—06

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
143,6—143,65	**143,6—143,65**	**143,6—143,65**
MÓVIL AERONÁUTICO (OR)	FIJO	FIJO
INVESTIGACIÓN ESPACIAL (Telemedida y seguimiento)	MÓVIL	MÓVIL
	INVESTIGACIÓN ESPACIAL (Telemedida y seguimiento)	INVESTIGACIÓN ESPACIAL (Telemedida y seguimiento)
275 282 283	Radiolocalización	278 279A 284
143,65—144	**143,65—144**	**143,65—144**
MÓVIL AERONÁUTICO (OR)	FIJO	FIJO
	MÓVIL	MÓVIL
275 282 283	Radiolocalización	278 279A 284

NOC **273**

ADD **273A** En las bandas 117,975-132 Mc/s y 132-136 Mc/s, en las que está autorizado el servicio móvil aeronáutico (R), podrá autorizarse el uso y desarrollo, para ese servicio, de sistemas que recurran a técnicas de telecomunicación espacial pero que, al principio, se limitarán a estaciones relevadoras, a bordo de satélites, del servicio móvil aeronáutico (R). Este uso y este desarrollo deben ser objeto de medidas de coordinación entre las administraciones interesadas y aquellas otras cuyos servicios, explotados de conformidad con el Cuadro, puedan ser afectados.

NOC **274**

MOD **275** En Burundi, Etiopía, Nigeria, Sierra Leona, Gambia, Provincias Portuguesas de Ultramar de la Región 1 al sur del ecuador, Rhodesia y Nyasalandia, Ruanda y República Sudafricana y Territorio de África del Sudoeste, las bandas 132-136 Mc/s y 138-144 Mc/s están atribuidas a los servicios fijo y móvil.

ADD **275A** En Burundi, Nigeria, Sierra Leona, Gambia, Provincias Portuguesas de Ultramar de la Región 1 al sur del ecuador, Rhodesia y Nyasalandia y Ruanda la banda 137-138 Mc/s está también atribuida a los servicios fijo y móvil.

03—07

NOC **276** **277**

MOD **278** En Nueva Zelandia, las bandas 132-136 Mc/s y 138-144 Mc/s están atribuidas al servicio móvil aeronáutico (OR).

MOD **279** En Australia, la banda 132-136 Mc/s está atribuida al servicio móvil aeronáutico.

ADD **279A** En Australia, la banda 137-144 Mc/s está también atribuida al servicio de radiodifusión para televisión.

SUP **280** **281**

ADD **281A** Para la utilización de la banda 136-137 Mc/s véase la Recomendación N.º 000.

ADD **281B** En la Región 2, la banda 136-137 Mc/s está también atribuida a los servicios fijo y móvil hasta el 1.º de enero de 1969. Sin embargo, en Cuba, después de esa fecha esta banda seguirá estando también atribruida a los servicios fijo y móvil.

ADD **281C** En Argelia, Bulgaria, Hungría, Kuwait, Líbano, Marruecos, Polonia, República Árabe Unida, Yugoeslavia, Rumania, Checoeslovaquia y la U.R.S.S., la banda 137-138 Mc/s está también atribuida al servicio móvil aeronáutico (OR). En los demás países de la Región 1, la banda 137-138 Mc/s está también atribuida al servicio móvil aeronáutico (OR) hasta el 1.º de enero de 1969.

ADD **281D** En Noruega, Suiza y Turquía, la banda 137-138 Mc/s está también atribuida al servicio fijo y al servicio móvil, salvo móvil aeronáutico, hasta el 1.º de enero de 1969.

ADD **281E** En las Regiones 2 y 3, la banda 137-138 Mc/s está también atribuida a los servicios fijo y móvil hasta el 1.º de enero de 1969. Sin embargo, después de esa fecha, en Cuba, Malasia, Pakistán y Filipinas, la banda 137-138 Mc/s seguirá estando también atribuida a los servicios fijo y móvil.

ADD **281F** La banda 137-138 Mc/s se usará, en primer lugar, para investigaciones referentes a la puesta en servicio inicial, el perfeccionamiento técnico y la mantenencia de sistemas espaciales en explotación.

MOD **282** En Austria, Países Bajos y Reino Unido, la banda 138-144 Mc/s estará atribuida en el futuro al servicio fijo y al servicio móvil, salvo móvil aeronáutico.

MOD **283** En Dinamarca, Grecia, Noruega, Portugal, R. F. de Alemania, Suecia, Suiza y Turquía, la banda 138-144 Mc/s está también atribuida al servicio fijo y al servicio móvil, salvo móvil aeronáutico (R).

MOD **284** En China, la banda 138-144 Mc/s está también atribuida al servicio de radiolocalización.

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 144 Mc/s y 150,05 Mc/s, por el siguiente:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
144—146	AFICIONADOS 284A	
146—149,9 FIJO MÓVIL salvo móvil aeronáutico (R) 274 285 285A	**146—148** AFICIONADOS 289 **148—149,9** FIJO MÓVIL 285A 290	
149,9—150,05	RADIONAVEGACIÓN POR SATÉLITES 285B	

ADD **284A** En la banda 144-146 Mc/s, el servicio de aficionados puede utilizar satélites artificiales.

MOD **285** En Rhodesia y Nyasalandia y en la República Sudafricana y Territorio de África del Sudoeste, las bandas 146-149,9 Mc/s y 150,05-174 Mc/s están también atribuidas al servicio móvil aeronáutico.

ADD **285A** Las frecuencias 148,25 Mc/s ± 15 kc/s y 154,2 Mc/s ± 15 kc/s pueden utilizarse para el telemando espacial, previo acuerdo entre las administraciones interesadas y aquellas cuyos servicios, explotados de conformidad con el Cuadro, puedan resultar afectados.

ADD **285B** Las estaciones de los servicios fijo y móvil en explotación pueden seguir utilizando esta banda hasta el 1.º de enero de 1969. Esta fecha de terminación no se

03—09

aplica a Austria, Bulgaria, Cuba, Hungría, Irán, Kuwait, Marruecos, Pakistán, Países Bajos, Polonia, República Árabe Unida, Yugoeslavia ni a Rumania, países éstos en que los servicios fijo y móvil seguirán siendo primarios con igualdad de derechos que el servicio de radionavegación por satélites. (Véase la Recomendación N.º 6A.)

NOC 289

MOD 290 En Nueva Zelandia, las bandas 148-149,9 Mc/s y 150,05-156 Mc/s están atribuidas al servicio móvil aeronáutico (OR).

03—10

33-259 O-64-79

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 150,05 Mc/s y 174 Mc/s, por el siguiente:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
150,05—151 FIJO MÓVIL salvo móvil aeronáutico (R) 274 285 286 286A	**150,05—174** FIJO MÓVIL	**150,05—170** FIJO MÓVIL
151—154 FIJO MÓVIL salvo móvil aeronáutico (R) Ayudas a la meteorología 285 286 286A		
154—156 FIJO MÓVIL salvo móvil aeronáutico (R) 285 285A		
156—174 FIJO MÓVIL salvo móvil aeronáutico 285 287 288	285A 287	285A 287 290 **170—174** FIJO MÓVIL RADIODIFUSIÓN

03—11

MOD **285**

MOD **286** En la Región 1, la banda 150,05-153 Mc/s está también atribuida al servicio de radioastronomía. Al asignar frecuencias a las nuevas estaciones de los otros servicios a los cuales está atribuida esta banda, se ruega a las administraciones que adopten todas las medidas posibles para proteger las observaciones radioastronómicas de toda interferencia perjudicial.

ADD **286A** En el Reino Unido, la banda 150,05-151 Mc/s está atribuida al servicio de radioastronomía, y la banda 151-153 Mc/s, al servicio de radioastronomía a título primario, y a ayudas al servicio de meteorología a título secundario; no obstante, a esta banda se aplican las disposiciones del número **274**.

NOC **287 288**

MOD **290**

03—12

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 174 Mc/s y 216 Mc/s, por el siguiente:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
174—216	**174—216**	
RADIODIFUSIÓN	FIJO MÓVIL RADIODIFUSIÓN	
291 292 293 294	294 295 296	

NOC **291 292 293 295 296**

MOD **294** La banda 183,1—184,1 Mc/s está también atribuida, a título secundario, al servicio de investigación espacial.

03—13

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 235 Mc/s y 328,6 Mc/s, por el siguiente:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
235—267		
	FIJO MÓVIL 305 309	
267—272		
	FIJO MÓVIL *Espacial* (Telemedida) 309A 309B	
272—273		
	FIJO MÓVIL ESPACIAL (Telemedida) 309A	
273—328,6		
	FIJO MÓVIL 310	

NOC 305 309 310

ADD **309A** Las estaciones espaciales que utilicen frecuencias de la banda 267-273 Mc/s para telemedida podrán también transmitir señales de seguimiento en esta banda.

ADD **309B** Las frecuencias de la banda 267-272 Mc/s pueden ser utilizadas en cada administración, a título primario en su propio país, para telemedida espacial, a reserva de acuerdo entre las administraciones interesadas y aquellas cuyos servicios, explotados de conformidad con el Cuadro, puedan resultar afectados.

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 335,4 Mc/s y 401 Mc/s, por el siguiente:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
335,4—399,9	FIJO MÓVIL	
399,9—400,05	RADIONAVEGACIÓN POR SATÉLITES 311A	
400,05—401	AYUDAS A LA METEOROLOGÍA AYUDAS A LA METEOROLOGÍA POR SATÉLITES (Telemedida de mantenencia) INVESTIGACIÓN ESPACIAL (Telemedida y seguimiento) 312A 313 314	

ADD **311A** Las estaciones en explotación de los servicios fijo y móvil pueden seguir utilizando esta banda hasta el 1.º de enero de 1969. Esta fecha de terminación no se aplica a Bulgaria, Cuba, Grecia, Hungría, Irán, Kuwait, Líbano, Marruecos, República Árabe Unida ni a Yugoeslavia, países éstos en que los servicios fijo y móvil continuarán siendo primarios con igualdad de derechos que el servicio de radionavegación por satélites. (Véase la Recomendación N.º 6A.)

SUP **312**

ADD **312A** En Suecia, la banda 400,05-401 Mc/s está también atribuida a los servicios fijo y móvil hasta el 1.º de enero de 1966.

MOD **313** En Albania, Bulgaria, Grecia, Hungría, Polonia, República Árabe Unida, Yugoeslavia, Rumania, Checoeslovaquia y U.R.S.S., la banda 400,05-401 Mc/s está también atribuida a los servicios fijo y móvil.

MOD **314** En el Reino Unido, la banda 400,05-420 Mc/s está también atribuida al servicio de radiolocalización; pero entre 400,05 y 410 Mc/s, a título secundario, solamente.

03—15

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 401 Mc/s y 406 Mc/s, por el siguiente:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
401—402		
	AYUDAS A LA METEOROLOGÍA ESPACIAL (Telemedida) 315A *Fijo* *Móvil* salvo móvil aeronáutico 314 315 315B 316	
402—406		
	AYUDAS A LA METEOROLOGÍA *Fijo* *Móvil* salvo móvil aeronáutico 314 315 316 317	

MOD **314**

NOC **315**

ADD **315A** Las estaciones espaciales que utilicen para telemedida frecuencias de la banda 401-402 Mc/s podrán transmitir también en esta banda señales de seguimiento.

ADD **315B** En Australia, el servicio espacial (telemedida), en la banda 401-402 Mc/s, es un servicio secundario.

NOC **316**

MOD **317** La banda 404-410 Mc/s en la Región 2 y la banda 406-410 Mc/s en las Regiones 1 y 3 están también atribuidas al servicio de radioastronomía. Dentro de estos límites, se destinará a este servicio, con carácter nacional o regional, una banda continua. Se ruega a las administraciones que, al asignar frecuencias a estaciones de los demás servicios a que están atribuidas estas bandas, adopten todas las medidas posibles para proteger las observaciones radioastronómicas contra toda interferencia perjudicial.

03—16

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 420 Mc/s y 470 Mc/s, por el siguiente:

Mc/s

<table>
<tr><th colspan="3">Atribución a los Servicios</th></tr>
<tr><th>Región 1</th><th>Región 2</th><th>Región 3</th></tr>
<tr><td>420—430
FIJO
MÓVIL salvo móvil aeronáutico
Radiolocalización
318 319</td><td colspan="2" rowspan="5">420—450
RADIOLOCALIZACIÓN
Aficionados
318 319A 323 324</td></tr>
<tr><td>430—440
AFICIONADOS
RADIOLOCALIZACIÓN
318 319 320 321 322</td></tr>
<tr><td>440—450
FIJO
MÓVIL salvo móvil aeronáutico
Radiolocalización
318 319 319A</td></tr>
<tr><td colspan="3">450—460
FIJO
MÓVIL
318 319A</td></tr>
<tr><td colspan="3">460—470
FIJO
MÓVIL
Ayudas a la meteorología por satélites 318A</td></tr>
</table>

03—17

NOC **318 319 320 321 322 323 324**

ADD **318A** En Bulgaria, Cuba, Hungría, Polonia, Rumania, Checoeslovaquia y U.R.S.S., la banda 460-470 Mc/s puede utilizarse, a título primario, por el servicio de ayudas a la meteorología por satélites mediante acuerdo entre las administraciones interesadas y aquellas cuyos servicios, explotados actualmente o en el futuro de conformidad con el Cuadro, puedan resultar afectados.

ADD **319A** La banda 449,75-450,25 Mc/s puede utilizarse para el telemando espacial, previo acuerdo entre las administraciones interesadas y aquellas cuyos servicios, explotados de conformidad con el Cuadro, puedan resultar afectados.

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 470 Mc/s y 890 Mc/s, por el siguiente:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
470—582	**470—890** RADIODIFUSIÓN	**470—585**
582—606		**585—610** RADIONAVEGACIÓN 336 337
606—790 RADIODIFUSIÓN 326 329 330 330A 331 332		**610—890** FIJO MÓVIL RADIODIFUSIÓN
790—890	332	332 338 339

NOC **326 329**

MOD **330** En la Región 1, salvo en la Zona Africana de Radiodifusión*, el servicio de radionavegación podrá seguir funcionando en la banda 606-610 Mc/s hasta que esta banda sea necesaria para el servicio de radiodifusión.

330.1 * A los efectos de esta disposición, por Zona Africana de Radiodifusión se entiende:

a) Los países, parte de países, territorios y grupos de territorios africanos situados entre los paralelos 40° Sur y 30° Norte.

b) La islas del Océano Índico al Oeste del meridiano 60° Este, situadas entre el paralelo 40° Sur y el arco de círculo máximo que pasa por los puntos de coordenadas 45° Este, 11°30′ Norte y 60° Este, 15° Norte.

c) Las islas del Océano Atlántico al Este de la línea B definida en el número **131** del presente Reglamento, situadas entre los paralelos 40° Sur y 30° Norte.

03—19

ADD 330A En la Zona Africana de Radiodifusión*, la banda 606-614 Mc/s está atribuida al servicio de radioastronomía.

NOC 331

MOD 332 El servicio de radioastronomía podrá utilizar en la Región 1, salvo en la Zona Africana de Radiodifusión*, la banda 606-614 Mc/s y, en la Región 3, la banda 610-614 Mc/s. Las administraciones harán cuanto puedan por evitar la utilización de la banda de que se trata por el servicio de radiodifusión, durante el mayor periodo de tiempo posible y, a partir de entonces, evitarán, en la medida de lo posible, emplear potencias radiadas aparentes que puedan causar interferencia perjudicial a las observaciones radioastronómicas.

En la Región 2, la banda 608-614 Mc/s está reservada exclusivamente para el servicio de radioastronomía hasta la primera Conferencia Administrativa de Radiocomunicaciones competente para revisar esta disposición que se celebre después del 1.º de enero de 1974; no obstante, la presente disposición no se aplica a Cuba.

NOC 336 337 338 339

* Véase 330.1

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 890 Mc/s y 1 215 Mc/s, por el siguiente:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
890—942 FIJO RADIODIFUSIÓN *Radiolocalización* 329 331 333 339A	**890—942** FIJO RADIOLOCALIZACIÓN 339A 340	**890—942** FIJO MÓVIL RADIODIFUSIÓN *Radiolocalización* 339 339A
942—960 FIJO RADIODIFUSIÓN 329 331 333 339A	**942—960** FIJO 339A	**942—960** FIJO MÓVIL RADIODIFUSIÓN 338 339 339A
960—1 215 RADIONAVEGACIÓN AERONÁUTICA 341		

NOC **333 340**

ADD **339A** Determinadas porciones de la banda 900-960 Mc/s pueden también utilizarse, a título secundario, para fines experimentales en relación con la investigación espacial.

MOD **341** La banda 960-1 215 Mc/s se reserva en todo el mundo para el uso y desarrollo de equipos electrónicos de ayuda a la navegación aérea instalados a bordo de aeronaves y de las instalaciones terrestres directamente asociadas a dichos equipos.

03—21

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 1 400 Mc/s y 1 660 Mc/s, por el siguiente, conservándose, para la banda 1429-1525Mc/s, las atribuciones del Reglamento de Radiocomunicaciones, Ginebra, 1959:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
1400—1427	RADIOASTRONOMÍA	
1427—1429	FIJO MÓVIL salvo móvil aeronáutico ESPACIAL (Telemando)	
1429—1525	**1429—1435** **1435—1525**	**1429—1525**
1525—1535 FIJO 350B ESPACIAL (Telemedida) 350A *Móvil* salvo móvil aeronáutico 350C	**1525—1535** ESPACIAL (Telemedida) 350A *Fijo* *Móvil* 350D	**1525—1535** FIJO 350B ESPACIAL (Telemedida) 350A *Móvil* 350E
1535—1540	ESPACIAL (Telemedida) 350A 351 352 352C	
1540—1660	RADIONAVEGACIÓN AERONÁUTICA 351 352 352A 352B 352D	

SUP **350**

ADD **350A** Las estaciones espaciales que utilizan frecuencias de la banda 1 525-1540 Mc/s para fines de telemedida pueden transmitir también en esta banda señales de seguimiento.

03—22

ADD **350B** En lo que concierne a la categoría del servicio fijo, véase la Resolución N.º 3A.

ADD **350C** En Albania, Bulgaria, Francia, Hungría, Kuwait, Líbano, Marruecos, Polonia, República Árabe Unida, Yugoeslavia, Rumania, Checoeslovaquia y U.R.S.S., la banda 1 525-1 535 Mc/s está también atribuida, a título primario, al servicio móvil, salvo móvil aeronáutico. En lo que concierne a la categoría de este servicio, véase la Resolución N.º 3A.

ADD **350D** En Cuba, la banda 1 525-1 535 Mc/s está también atribuida, a título primario, al servicio móvil.

ADD **350E** En Japón, la banda 1 525-1 535 Mc/s está también atribuida, a título primario, al servicio móvil hasta el 1.º de enero de 1969.

MOD **351** En Italia, la banda 1 535-1 600 Mc/s está también atribuida al servicio fijo hasta el 1.º de enero de 1970.

MOD **352** En Albania, Bulgaria, Hungría, Polonia, Rumania, Checoeslovaquia y U.R.S.S., la banda 1 535-1 660 Mc/s está también atribuida al servicio fijo. En lo que concierne a la categoría del servicio fijo en la banda 1 535-1 540 Mc/s, véase la Resolución N.º 3A.

ADD **352A** Las bandas 1 540-1 660 Mc/s, 4 200-4 400 Mc/s, 5 000-5 250 Mc/s y 15,4-15,7 Gc/s se reservan, en todo el mundo, para el uso y desarrollo de equipos electrónicos de ayuda a la navegación aérea instalados a bordo de aeronaves y de las instalaciones terrestres o a bordo de satélites, directamente asociadas a dichos equipos.

ADD **352B** Las bandas 1 540-1 660 Mc/s, 5 000-5 250 Mc/s y 15,4-15,7 Gc/s están también atribuidas al servicio móvil aeronáutico (R) para el uso y desarrollo de sistemas en los que se utilicen técnicas de telecomunicación espacial. Este uso y este desarrollo deben ser objeto de acuerdo y coordinación entre las administraciones interesadas y aquellas otras cuyos servicios, explotados de conformidad con el Cuadro, puedan ser afectados.

ADD **352C** En Marruecos y Yugoeslavia, la banda 1 535-1 540 Mc/s está también atribuida al servicio de radionavegación aeronáutica.

ADD **352D** En Austria, Indonesia y R. F. de Alemania, la banda 1540-1660 Mc/s está también atribuida al servicio fijo.

03—23

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 1660 Mc/s y 1710 Mc/s, por el siguiente, conservándose, para la banda 1670-1690Mc/s, las atribuciones del Reglamento de Radiocomunicaciones, Ginebra, 1959:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
1 660—1 664,4	AYUDAS A LA METEOROLOGÍA AYUDAS A LA METEOROLOGÍA POR SATÉLITES 324A 353 354 354A 354B	
1 664,4—1 668,4	AYUDAS A LA METEOROLOGÍA AYUDAS A LA METEOROLOGÍA POR SATÉLITES 324A *Radioastronomía* 353 353A 354 354A 354B	
1 668,4—1 670	AYUDAS A LA METEOROLOGÍA AYUDAS A LA METEOROLOGÍA POR SATÉLITES 324A 353 354 354A 354B	
1 670—1 690		
1 690—1 700 AYUDAS A LA METEOROLOGÍA AYUDAS A LA METEOROLOGÍA POR SATÉLITES 324A *Fijo* *Móvil* salvo móvil aeronáutico 353 354A	**1 690—1 700** AYUDAS A LA METEOROLOGÍA AYUDAS A LA METEOROLOGÍA POR SATÉLITES 324A 354A 354C	

03—24

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
1 700—1 710	**1 700—1 710**	**1 700—1 710**
FIJO	INVESTIGACIÓN ESPACIAL (Telemedida y seguimiento)	FIJO
INVESTIGACIÓN ESPACIAL (Telemedida y seguimiento)		MÓVIL
Móvil	355A	INVESTIGACIÓN ESPACIAL (Telemedida y seguimiento)

ADD **324A** Se ha previsto que las estaciones espaciales de satélite de meteorología que funcionen en esta banda transmitan hacia estaciones terrenas especialmente elegidas. La ubicación de estas estaciones terrenas se determinará mediante acuerdo entre las administraciones interesadas y aquellas cuyos servicios, explotados de conformidad con el Cuadro, puedan resultar afectados.

NOC **353**

ADD **353A** Como consecuencia del descubrimiento efectuado por los astrónomos de dos rayas espectrales en la proximidad de 1 665 Mc/s y 1 667 Mc/s, se ruega encarecidamente a las administraciones que aseguren la mayor protección prácticamente posible para futuras investigaciones radioastronómicas en la banda 1 664,4-1 668,4 Mc/s.

NOC **354**

ADD **354A** En Argelia, Bulgaria, Cuba, Hungría, Kuwait, Líbano, Marruecos, Pakistán, Polonia, República Árabe Unida, Yugoeslavia, Rumania, Checoeslovaquia y U.R.S.S., las bandas 1 660-1 670 Mc/s y 1 690-1 700 Mc/s están también atribuidas al servicio fijo y al servicio móvil, salvo móvil aeronáutico.

ADD **354B** En Australia, Chipre, España, Etiopía, Indonesia, Israel, Nueva Zelandia, Portugal, Provincias españolas de África, Reino Unido, Suecia y Suiza, la banda 1 660-1 670 Mc/s está también atribuida, a título secundario, al servicio fijo y al servicio móvil, salvo móvil aeronáutico.

ADD **354C** En Australia, Indonesia y Nueva Zelandia, la banda 1 690-1 700 Mc/s está también atribuida, a título secundario, al servicio fijo y al servicio móvil, salvo móvil aeronáutico.

SUP **355**

ADD **355A** En Cuba, la banda 1 700-1 710 Mc/s está también atribuida a los servicios fijo y móvil.

03—25

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 1 710 Mc/s y 2 290 Mc/s, por el siguiente:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
1 710—1 770 FIJO *Móvil* 356	**1 710—1 770** FIJO MÓVIL	
1 770—1 790 FIJO *Ayudas a la meteorología por satélites* 356AA *Móvil* 356	**1 770—1 790** FIJO MÓVIL *Ayudas a la meteorología por satélites* 356AA	
1 790—2 290 FIJO *Móvil* 356 356A	**1 790—2 290** FIJO MÓVIL 356A	

NOC **356**

ADD **356AA** En Bulgaria, Cuba, Hungría, Polonia, Rumania, Checoeslovaquia y U.R.S.S., el servicio de ayudas a la meteorología por satélites, es un servicio primario, en la banda 1 770-1 790 Mc/s, previa coordinación entre las administraciones interesadas y aquellas cuyos servicios, explotados de conformidad con el Cuadro, puedan resultar afectados por la situación de las estaciones terrenas.

ADD **356A** La banda 2 110-2 120 Mc/s puede utilizarse para telemando de vehículos espaciales destinados a la investigación del espacio lejano, previo acuerdo entre las administraciones interesadas y aquellas cuyos servicios, explotados de conformidad con el Cuadro, puedan resultar afectados.

03—26

33-259 O-64-80

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 2 290 Mc/s y 2 300 Mc/s, por el siguiente:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
2 290—2 300 FIJO INVESTIGACIÓN ESPACIAL (Telemedida y seguimiento en el espacio lejano) 356C *Móvil*	**2 290—2 300** INVESTIGACIÓN ESPACIAL (Telemedida y seguimiento en el espacio lejano) 356B	**2 290—2 300** FIJO MÓVIL INVESTIGACIÓN ESPACIAL (Telemedida y seguimiento en el espacio lejano)

ADD **356B** En Cuba, la banda 2 290-2 300 Mc/s está también atribuida a los servicios fijo y móvil.

ADD **356C** En Austria, el servicio de investigación espacial, en la banda 2 290-2 300 Mc/s, es un servicio secundario.

03—27

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 2 550 Mc/s y 2 700 Mc/s, por el siguiente:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
2 550—2 690	FIJO MÓVIL 362 363 364	
2 690—2 700	RADIOASTRONOMÍA 363 364A 364B 365	

NOC 362

MOD 363 En la R. F. de Alemania, la banda 2 550-2 690 Mc/s, está atribuida al servicio fijo, y la banda 2 690-2 700 Mc/s está también atribuida al servicio fijo.

MOD 364 En la Región 1, los sistemas que emplean la dispersión troposférica podrán funcionar en la banda 2 550-2 690 Mc/s, previo acuerdo entre las administraciones interesadas y aquellas cuyos servicios, explotados de conformidad con el Cuadro, puedan resultar afectados.

ADD 364A En Argelia, Bulgaria, Cuba, Hungría, India, Israel, Kuwait, Líbano, Marruecos, Pakistán, Filipinas, Polonia, República Árabe Unida, Yugoeslavia, Rumania, Checoeslovaquia y U.R.S.S., la banda 2 690-2 700 Mc/s está también atribuida a los servicios fijo y móvil.

ADD 364B En Argelia, Bulgaria, Hungría, Polonia, República Árabe Unida, Yugoeslavia, Rumania, Checoeslovaquia y U.R.S.S., los sistemas que emplean la dispersión troposférica podrán funcionar en la banda 2 690-2 700 Mc/s previo acuerdo entre las administraciones interesadas y aquellas cuyos servicios, explotados de conformidad con el Cuadro, puedan resultar afectados.

MOD 365 Se encarece a las administraciones, que al asignar frecuencias a estaciones de los servicios fijo y móvil, adopten todo género de medidas para proteger las observaciones radioastronómicas contra las interferencias perjudiciales.

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 3 300 Mc/s y 4 200 Mc/s, por el siguiente:

Mc/s

<table>
<tr><th colspan="3">Atribución a los Servicios</th></tr>
<tr><th>Región 1</th><th>Región 2</th><th>Región 3</th></tr>
<tr><td>3 300—3 400
RADIOLOCALIZACIÓN

370 371</td><td colspan="2">3 300—3 400
RADIOLOCALIZACIÓN
Aficionados
376</td></tr>
<tr><td rowspan="2">3 400—3 600
FIJO
MÓVIL
TELECOMUNICACIÓN POR SATÉLITES (satélite-Tierra) 374A
Radiolocalización
372 373 374 375</td><td colspan="2">3 400—3 500
RADIOLOCALIZACIÓN
TELECOMUNICACIÓN POR SATÉLITES (satélite-Tierra) 374A
Aficionados
376</td></tr>
<tr><td>3 500—3 700
FIJO
MÓVIL
RADIOLOCALIZACIÓN
TELECOMUNICACIÓN POR SATÉLITES (satélite-Tierra) 374A</td><td>3 500—3 700
RADIOLOCALIZACIÓN
TELECOMUNICACIÓN POR SATÉLITES (satélite-Tierra) 374A
Fijo
Móvil
377 378</td></tr>
<tr><td>3 600—4 200
FIJO
TELECOMUNICACIÓN POR SATÉLITES (satélite-Tierra) 374A
Móvil

374</td><td colspan="2">3 700—4 200
FIJO
MÓVIL
TELECOMUNICACIÓN POR SATÉLITES (satélite-Tierra) 374A
379</td></tr>
</table>

03—29

NOC **370 371 372 374 375 376 377 378**

MOD **373** En Dinamarca, Noruega, Suecia y Suiza, los servicios fijo, móvil, de radiolocalización y de telecomunicación por satélites funcionan sobre una base de igualdad, en la banda 3 400-3 600 Mc/s.

ADD **374A** Esta banda puede también utilizarse para la transmisión de señales de seguimiento y telemedida relacionadas con las estaciones espaciales de satélite de telecomunicación que funcionen en la misma banda.

MOD **379** En Australia, la banda 3 700-3 770 Mc/s está atribuida a los servicios de radiolocalización y de telecomunicación por satélites.

SUP **380**

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 4 200 Mc/s y 5 000 Mc/s, por el siguiente:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
4 200—4 400	RADIONAVEGACIÓN AERONÁUTICA 352A 381 382 383	
4 400—4 700	FIJO MÓVIL TELECOMUNICACIÓN POR SATÉLITES (Tierra-satélite) 392A	
4 700—4 990	FIJO MÓVIL 354 365	
4 990—5 000 FIJO MÓVIL RADIOASTRONOMÍA 365	**4 990—5 000** RADIOASTRONOMÍA 383A	**4 990—5 000** FIJO MÓVIL RADIOASTRONOMÍA 365

03—31

MOD **365**

NOC **381 382 383**

ADD **383A** En Cuba, la banda 4 990-5 000 Mc/s está también atribuida a los servicios fijo y móvil, y se aplican las disposiciones del número **365**.

ADD **392A** Esta banda puede también utilizarse para la transmisión de señales de telemando relacionadas con las estaciones terrenas de satélite de telecomunicación por satélites que funcionen en la misma banda.

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 5 000 Mc/s y 5 350 Mc/s, por el siguiente:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
5 000—5 250	RADIONAVEGACIÓN AERONÁUTICA 352A 352B	
5 250—5 255	RADIOLOCALIZACIÓN *Investigación espacial* 384	
5 255—5 350	RADIOLOCALIZACIÓN 384 384A	

MOD **384** En Albania, Austria, Bulgaria, Hungría, Polonia, Rumania, Suiza, Checoeslovaquia y U.R.S.S., la banda 5 250-5 350 Mc/s está también atribuida al servicio de radionavegación.

ADD **384A** En Suecia, la banda 5 255-5 350 Mc/s está también atribuida al servicio de radionavegación.

03—33

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 5 650 Mc/s y 6 425 Mc/s, por el siguiente:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
5 650—5 670		
	RADIOLOCALIZACIÓN *Aficionados* 388 389	
5 670—5 725		
	RADIOLOCALIZACIÓN *Aficionados* *Investigación espacial* (Espacio lejano) 388 389 389A	
5 725—5 850	**5 725—5 850**	
RADIOLOCALIZACIÓN TELECOMUNICACIÓN POR SATÉLITES (Tierra-satélite) 392A *Aficionados* 354 388 390 391	RADIOLOCALIZACIÓN *Aficionados* 389 391	
5 850—5 925	**5 850—5 925**	**5 850—5 925**
FIJO MÓVIL TELECOMUNICACIÓN POR SATÉLITES (Tierra-satélite) 392A 391	RADIOLOCALIZACIÓN *Aficionados* 391	FIJO MÓVIL TELECOMUNICACIÓN POR SATÉLITES (Tierra-satélite) 392A *Radiolocalización* 391
5 925—6 425		
	FIJO MÓVIL TELECOMUNICACIÓN POR SATÉLITES (Tierra-satélite) 392A	

03—34

NOC	354 388 389 391	
ADD	389A	En Bulgaria, Cuba, Hungría, Polonia, Rumania, Checoeslovaquia y U.R.S.S., el servicio de investigación espacial es un servicio primario en la banda 5 670-5 725 Mc/s.
MOD	390	En Albania, Bulgaria, Hungría, Polonia, Rumania, Checoeslovaquia y U.R.S.S., la banda 5 800-5 850 Mc/s está atribuida a los servicios fijo y móvil y al de telecomunicación por satélites.
SUP	392	

03—35

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 6 425 Mc/s y 7 750 Mc/s, por el siguiente:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
6 425—7 250	FIJO MÓVIL 392F 393 393A	
7 250—7 300	TELECOMUNICACIÓN POR SATÉLITES (satélite-Tierra) 374A 392C 392D 392G	
7 300—7 750	FIJO MÓVIL TELECOMUNICACIÓN POR SATÉLITES (satélite-Tierra) 374A 392D 392F	

ADD **392C** Las estaciones de los servicios fijo y móvil previamente autorizadas en las bandas 7 250-7 300 Mc/s y 7 975-8 025 Mc/s, podrán seguir funcionando en estas bandas hasta el 1.º de enero de 1969. Esta disposición no se aplica en los países que se indican en los números 392G y 392H.

ADD **392D** Por excepción, cuando el servicio de telecomunicación por satélites emplea satélites pasivos, puede también utilizar la banda 7 250-7 750 Mc/s, previos:

a) Acuerdo entre las administraciones interesadas y aquellas cuyos servicios, explotados de conformidad con el Cuadro, pueden resultar afectados;

b) Aplicación del procedimiento de coordinación establecido en los artículos 9 y 9A.

03—36

En este caso, las estaciones de este servicio no deben causar, en las estaciones terrenas que reciben emisiones de satélites activos, interferencias mayores que las que producirían en ellas los servicios fijo y móvil. Los valores de la densidad de flujo de potencia en la superficie de la Tierra, después de reflexión en los satélites pasivos del servicio de telecomunicación por satélites, no podrán exceder de los límites estipulados en el presente Reglamento para el servicio de telecomunicación por satélites que utiliza satélites activos.

La máxima potencia aparente radiada en cualquier dirección del plano horizontal por las estaciones terrenas que transmitan hacia satélites pasivos, no podrá exceder de + 55 dbW, sin tener en cuenta el efecto de pantalla del terreno. Si entre la estación terrena que transmite hacia satélites pasivos y el territorio de otra administración, media una distancia superior a 400 km, este límite puede aumentarse, en esa dirección, 2 db por cada 100 km de exceso, hasta un máximo de 65 dbW.

ADD 392F En las bandas 7 200-7 250 Mc/s y 7 300-7 750 Mc/s, el servicio de ayudas a la meteorología por satélites podrá utilizar, a título primario, una banda de hasta 100 Mc/s de anchura. Estas bandas pueden también utilizarse para la transmisión de señales de seguimiento y telemedida relacionadas con las estaciones espaciales de meteorología por satélites que funcionen en la misma banda.

ADD 392G En Argelia, Austria, Bulgaria, Chipre, Cuba, Etiopía, Finlandia, Hungría, Japón, Kuwait, Líbano, Liberia, Malasia, Marruecos, Filipinas, Polonia, República Árabe Unida, Yugoeslavia, Rumania, Suecia, Suiza, Checoeslovaquia y U.R.S.S., la banda 7 250-7 300 Mc/s está también atribuida a los servicios fijo y móvil.

MOD 393 En Italia, la banda 6 450-6 575 Mc/s está también atribuida al servicio de radiolocalización.

ADD 393A La banda 7 120-7 130 Mc/s podrá utilizarse para telemando en relación con servicios espaciales, a reserva de acuerdo entre las administraciones interesadas y aquellas cuyos servicios, explotados de conformidad con el Cuadro, puedan resultar afectados.

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 7 750 Mc/s y 8 500 Mc/s, por el siguiente:

Mc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
7 750—7 900	FIJO MÓVIL	
7 900—7 975	FIJO MÓVIL TELECOMUNICACIÓN POR SATÉLITES (Tierra-satélite) 392A	
7 975—8 025	TELECOMUNICACIÓN POR SATÉLITES (Tierra-satélite) 392A 392C 392H	
8 025—8 400	FIJO MÓVIL TELECOMUNICACIÓN POR SATÉLITES (Tierra-satélite) 392A 394 394B	
8 400—8 500 FIJO MÓVIL INVESTIGACIÓN ESPACIAL 394A 394D	**8 400—8 500** INVESTIGACIÓN ESPACIAL 394C	**8 400—8 500** FIJO MÓVIL INVESTIGACIÓN ESPACIAL 394A 394D

03—38

ADD	392H	En Argelia, Bulgaria, Cuba, Etiopía, Finlandia, Hungría, Japón, Kuwait, Líbano, Marruecos, Polonia, República Árabe Unida, Yugoeslavia, Rumania, Suecia, Suiza, Checoeslovaquia y U.R.S.S., la banda 7 975-8 025 Mc/s está también atribuida a los servicios fijo y móvil.
MOD	394	En Australia y en el Reino Unido, la banda 8 250-8 400 Mc/s está atribuida al servicio de radiolocalización y al de telecomunicación por satélites.
ADD	394A	En Australia y en el Reino Unido, la banda 8 400-8 500 Mc/s está atribuida a los servicios de radiolocalización y de investigación espacial.
ADD	394B	En Israel, la banda 8 025- 8 400 Mc/s está atribuida, a título primario, a los servicios fijo y móvil y, a título secundario, al servicio de telecomunicación por satélites.
ADD	394C	En Cuba, la banda 8 400-8 500 Mc/s está también atribuida a los servicios fijo y móvil.
ADD	394D	En Austria, Bélgica, Francia, Israel, Luxemburgo y Malasia, en la banda 8 400-8 500 Mc/s, el servicio de investigación espacial es un servicio secundario.

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 9 800 Mc/s y 10 500 Mc/s, por el siguiente:

Mc/s

Atribución a los servicios		
Región 1	Región 2	Región 3
9 800—10 000	RADIOLOCALIZACIÓN *Fijo* 400 401 401A	
10 000—10 500	RADIOLOCALIZACIÓN *Aficionados* 401A 402 403	

NOC **400 401 402 403**

ADD **401A** La banda 9 975-10 025 Mc/s puede utilizarse para dispositivos radar meteorológicos instalados en estaciones espaciales de satélite de meteorología.

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 10,55 Gc/s y 10,7 Gc/s, por el siguiente:

Gc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
10,55-10,68	FIJO MÓVIL *Radiolocalización*	
10,68—10,7	RADIOASTRONOMÍA 405A 405B	

SUP **405**

ADD **405A** En Australia y en el Reino Unido, la banda 10,68-10,7 Gc/s está también atribuida, a título secundario, al servicio de radiolocalización.

ADD **405B** En Argelia, Bulgaria, Cuba, Hungría, Japón, Kuwait, Líbano, Pakistán, Polonia, República Árabe Unida, Yugoeslavia, Rumania, Checoeslovaquia y U.R.S.S., la banda 10,68-10,7 Gc/s está también atribuida a los servicios fijo y móvil.

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 14 Gc/s y 15,7 Gc/s, por el siguiente:

Gc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
14—14,3	RADIONAVEGACIÓN 407	
14,3—14,4	RADIONAVEGACIÓN POR SATÉLITES	
14,4—15,25	FIJO MÓVIL	
15,25—15,35	INVESTIGACIÓN ESPACIAL 409A 409B	
15,35—15,4	RADIOASTRONOMÍA 409C	
15,4—15,7	RADIONAVEGACIÓN AERONÁUTICA 352A 352B 407	

MOD 407 En Albania, Bulgaria, Hungría, Polonia, Rumania, Checoeslovaquia y U.R.S.S., las bandas 13,25-13,5 Gc/s, 14,175-14,3 Gc/s, 15,4-17,7 Gc/s, 21-22 Gc/s, 23-24,25 Gc/s y 33,4-36 Gc/s están también atribuidas a los servicios fijo y móvil.

03—42

33-259 O-64-81

ADD **409A** En Argelia, Bulgaria, Cuba, Hungría, Kuwait, Líbano, Marruecos, Pakistán, Polonia, República Árabe Unida, Yugoeslavia, Rumania, Checoeslovaquia y U.R.S.S., la banda 15,25-15,35 Gc/s está también atribuida a los servicios fijo y móvil.

ADD **409B** En Austria, Bélgica, Japón, Países Bajos, Portugal, R.F. de Alemania, Reino Unido y Suiza, la banda 15,25-15,35 Gc/s está también atribuida, a título secundario, a los servicios fijo y móvil.

ADD **409C** En Argelia, Bulgaria, Cuba, Hungría, Kuwait, Líbano, Marruecos, Pakistán, Polonia, República Árabe Unida, Yugoeslavia, Rumania, Checoeslovaquia y U.R.S.S., la banda 15,35-15,4 Gc/s está también atribuida a los servicios fijo y móvil.

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 17,7 Gc/s y 21 Gc/s, por el siguiente:

Gc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
17,7—19,3		
	FIJO	
	MÓVIL	
19,3—19,4		
	RADIOASTRONOMÍA	
	409D	
19,4—21		
	FIJO	
	MÓVIL	

ADD **409D** En Bulgaria, Cuba, Hungría, Kuwait, Líbano, Polonia, República Árabe Unida, Rumania, Checoeslovaquia y U.R.S.S., la banda 19,3-19,4 Gc/s está también atribuida a los servicios fijo y móvil.

03—44

Sustitúyase el actual Cuadro de distribución de bandas de frecuencias entre 25,25 Gc/s y 40 Gc/s, por el siguiente:

Gc/s

Atribución a los Servicios		
Región 1	**Región 2**	**Región 3**
25,25—31	FIJO MÓVIL	
31—31,3	FIJO MÓVIL *Investigación espacial* 412H	
31,3—31,5	RADIOASTRONOMÍA 412A	
31,5—31,8 INVESTIGACIÓN ESPACIAL *Fijo* *Móvil*	**31,5—31,8** INVESTIGACIÓN ESPACIAL 405C	**31,5—31,8** INVESTIGACIÓN ESPACIAL *Fijo* *Móvil*
31,8—32,3	RADIONAVEGACIÓN *Investigación espacial* 412B	
32,3—33	RADIONAVEGACIÓN	

03—45

Gc/s

Atribución a los Servicios		
Región 1	Región 2	Región 3
33—33,4 RADIOASTRONOMÍA RADIONAVEGACIÓN	**33—33,4** RADIONAVEGACIÓN 412F	
33,4—34,2	RADIOLOCALIZACIÓN 407 408 412 412G	
34,2—35,2	RADIOLOCALIZACIÓN *Investigación espacial* 407 408 412 412C 412D	
35,2—36	RADIOLOCALIZACIÓN 407 408 412	
36—40	FIJO MÓVIL 412E	

ADD **405C** En Cuba, la banda 31,5-31,8 Gc/s está también atribuida, a título secundario, a los servicios fijo y móvil.

MOD **407**

NOC **408 412**

ADD **412A** En Bulgaria, Cuba, Hungría, Polonia, República Árabe Unida, Rumania, Checoeslovaquia y U.R.S.S., la banda 31,3-31,5 Gc/s está también atribuida a los servicios fijo y móvil.

ADD **412B** En Bulgaria, Cuba, Hungría, Polonia, Yugoeslavia, Rumania, Checoeslovaquia y U.R.S.S., el servicio de investigación espacial es un servicio primario en la banda 31,8-32,3 Gc/s.

ADD **412C** En Bulgaria, Cuba, Hungría, Polonia, Rumania, Checoeslovaquia y U.R.S.S., el servicio de investigación espacial es un servicio primario en la banda 34,2-35,2 Gc/s.

ADD **412D** La banda 34,4-34,5 Gc/s puede ser utilizada por dispositivos radar meteorológicos instalados en estaciones espaciales de satélite de meteorología destinados a la detección de nubes.

ADD **412E** En Bulgaria, Cuba, Hungría, Polonia, Yugoeslavia, Rumania, Checoeslovaquia y U.R.S.S., la banda 36,5-37,5 Gc/s está también atribuida al servicio de radioastronomía.

ADD **412F** En Cuba e India, la banda 33-33,4 Gc/s está también atribuida al servicio de radioastronomía.

ADD **412G** En Bulgaria, Cuba, Hungría, Polonia, Yugoeslavia, Rumania, Checoeslovaquia y U.R.S.S., la banda 33,4-34 Gc/s está también atribuida al servicio de radioastronomía.

ADD **412H** En Bulgaria, Cuba, Hungría, Polonia, Rumania, Checoeslovaquia y U.R.S.S., el servicio de investigación espaciales un servicio primario en la banda 31-31,3 Gc/s.

ANEXO 4

Revisión del artículo 7 del Reglamento de Radiocomunicaciones

El artículo 7 del Reglamento de Radiocomunicaciones se revisa como sigue:

Después de la sección VI, agréguense las siguientes secciones VII, VIII y IX:

ADD **Sección VII. Servicios terrenales que comparten bandas de frecuencias con los servicios espaciales entre 1 Gc/s y 10 Gc/s**

Elección de ubicaciones y de frecuencias

ADD **470A** §18. La ubicación y las frecuencias de las estaciones terrenales que funcionen en bandas compartidas, con los mismos derechos, entre servicios terrenales y espaciales, se elegirán teniendo en cuenta las recomendaciones pertinentes del C.C.I.R. relativas a su separación geográfica con las estaciones terrenas.

Límites de potencia

ADD **470B** §19. (1) El nivel máximo de potencia radiada aparente de un transmisor de una estación de los servicios fijo o móvil y la antena asociada, no será superior a +55 dbW.

ADD **470C** (2) El nivel máximo de potencia suministrada por un transmisor de los servicios fijo o móvil a la antena no será superior a +13 dbW.

ADD **470D** (3) Los límites indicados en los números **470B** y **470C** se aplican en las siguientes bandas de frecuencias atribuidas al servicio de telecomunicación por satélites, para recepción por estaciones espaciales, cuando están compartidas con los mismos derechos con los servicios fijo o móvil:

5 800 - 5 850 Mc/s (para los países mencionados en el número **390**)
5 850 - 5 925 Mc/s (Regiones 1 y 3)
5 925 - 6 425 Mc/s
7 900 - 8 100 Mc/s

4—01

ADD

Sección VIII. Servicios espaciales que comparten bandas de frecuencias con los servicios terrenales entre 1 Gc/s y 10 Gc/s

Elección de ubicaciones y de frecuencias

ADD **470E** §20. La ubicación y las frecuencias de las estaciones terrenas que funcionen en bandas de frecuencias compartidas, con los mismos derechos, entre servicios terrenales y espaciales, se elegirán teniendo en cuenta las recomendaciones pertinentes del C.C.I.R. relativas a su separación geográfica con las estaciones terrenales.

Límites de potencia

ADD **470F** §21. (1) Estaciones terrenas del servicio de telecomunicación por satélites.

ADD **470G** (2) La potencia radiada aparente media de una estación terrena en cualquier dirección del plano horizontal [1] no deberá exceder de +55 dbW en una banda cualquiera de 4 kc/s de anchura, salvo en los casos previstos en los números **470H** y **470 I**. Sin embargo, en ningún caso deberá exceder del valor de +65 dbW en una banda cualquiera de 4 kc/s de anchura.

ADD **470H** (3) Si, en una dirección cualquiera, la distancia entre una estación terrena en un país y el territorio más próximo de otro país es superior a 400 km, podrá aumentarse, en esa dirección, el límite mencionado anteriormente de +55 dbW en una banda cualquiera de 4 kc/s de anchura, en 2 db por cada 100 km de exceso.

ADD **470 I** (4) El límite de +55 dbW en una banda cualquiera de 4 kc/s de anchura podrá ser aumentado por acuerdo entre las administraciones interesadas o afectadas.

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[1] A los efectos del presente número, se considerará como potencia radiada aparente en el plano horizontal la potencia radiada aparente realmente transmitida hacia el horizonte reducida por el factor de pantalla del terreno aplicable al caso. El valor del factor de pantalla del terreno se determina según lo indicado en la sección 5 del anexo a la Recomendación 1 A.

4—02

ADD **470J** (5) Los límites especificados en el número **470G** se aplican en las siguientes bandas de frecuencias atribuidas al servicio de telecomunicación por satélites para emisión por estaciones terrenas, cuando están compartidas con los mismos derechos con los servicios fijo o móvil:

4 400 - 4 700 Mc/s
5 800 - 5 850 Mc/s (para los países mencionados en el número **390**)
5 850 - 5 925 Mc/s (Regiones 1 y 3)
5 925 - 6 425 Mc/s
7 900 - 8 400 Mc/s

Ángulo mínimo de elevación

ADD **470K** § 22. (1) Estaciones terrenas del servicio de telecomunicación por satélites.

ADD **470L** (2) Las antenas de las estaciones terrenas no podrán emplearse, para transmisión, con ángulos de elevación inferiores a 3 grados, medidos desde el plano horizontal hasta el eje central del lóbulo principal, salvo por acuerdo entre las administraciones interesadas o afectadas.

ADD **470M** (3) La limitación impuesta en **470L** se aplica en las siguientes bandas de frecuencias atribuidas al servicio de telecomunicación por satélites, para emisión por estaciones terrenas, cuando están compartidas con los mismos derechos con los servicios fijo o móvil:

4 400 - 4 700 Mc/s
5 800 - 5 850 Mc/s (para los países mencionados en el número **390**)
5 850 - 5 925 Mc/s (Regiones 1 y 3)
5 925 - 6 425 Mc/s
7 250 - 7 750 Mc/s
7 900 - 8 400 Mc/s

Límites del flujo de potencia

ADD **470N** § 23. (1) Estaciones espaciales de satélite de telecomunicación.

ADD **470O** *a)* La densidad del flujo total de potencia producida en la superficie de la Tierra por la emisión de una estación espacial de satélite de telecomunicación, o por reflexión de la

misma en un satélite pasivo de telecomunicación, con modulación de frecuencia (o de fase) de gran excursión, no deberá en ningún caso exceder de — 130 dbW/m², cualquiera que sea el ángulo de llegada. Tales emisiones, además, deberán en caso necesario estar continuamente moduladas, por una forma de onda apropiada, de tal modo que la densidad del flujo de potencia no exceda en ningún caso de — 149 dbW/m² en cualquier banda de 4 kc/s de anchura, cualquiera que sea el ángulo de llegada.

ADD **470P** *b)* La densidad del flujo de potencia producido en la superficie de la Tierra por la emisión de una estación espacial de satélite de telecomunicación, o por reflexión de la misma en un satélite pasivo de telecomunicación, cuando el procedimiento de modulación sea distinto del de modulación de frecuencia (o de fase) de gran excursión, no deberá exceder en ningún caso de — 152 dbW/m² en cualquier banda de 4 kc/s de anchura, cualquiera que sea el ángulo de llegada.

ADD **470Q** *c)* Los límites indicados en los números **470O** y **470P** se aplican en las siguientes bandas de frecuencias atribuidas al servicio de telecomunicación por satélites, para emisión por estaciones espaciales, cuando están compartidas con los mismos derechos con el servicio fijo o móvil:

3 400 - 4 200 Mc/s
7 250 - 7 750 Mc/s

ADD **470R** (2) Estaciones espaciales de satélite de meteorología.[1]

ADD **470S** *a)* La densidad del flujo de potencia producido en la superficie de la Tierra por la emisión de una estación espacial de satélite de meteorología que utilice modulación de frecuencia (o de

[1] Habida cuenta de que el C.C.I.R. no ha formulado Recomendación alguna sobre la compartición entre el servicio de ayudas a la meteorología por satélites y los demás servicios, los valores de la densidad del flujo de potencia producida por las emisiones de las estaciones espaciales de satélite de telecomunicación son también aplicables a las estaciones espaciales de satélites de meteorología.

4—04

fase) de gran excursión, no deberá exceder en ningún caso de — 130 dbW/m², cualquiera que sea el ángulo de llegada. Tales emisiones, además, deberán en caso necesario estar continuemente moduladas, por una forma de onda apropiada, de tal modo que la densidad del flujo de potencia no exceda en ningún caso de — 149 dbW/m² en cualquier banda de 4 kc/s de anchura, cualquiera que sea el ángulo de llegada.

ADD **470T** *b)* La densidad del flujo de potencia producido en la superficie de la Tierra por la emisión de una estación espacial de satélite de meteorología que utilice un procedimiento de modulación distinto del de modulación de frecuencia (o de fase) de gran excursión, no deberá exceder en ningún caso de — 152 dbW/m² en cualquier banda de 4 kc/s de anchura, cualquiera que sea el ángulo de llegada.

ADD **470U** *c)* Los límites indicados en los números **470S** y **470T** se aplican en las siguientes bandas de frecuencias atribuidas al servicio de ayudas a la meteorología por satélites, para emisión por estaciones espaciales, compartidas con los mismos derechos con los servicios fijo o móvil:

1 660 - 1 670 Mc/s
1 690 - 1 700 Mc/s
7 200 - 7 250 Mc/s
7 300 - 7 750 Mc/s

Los límites indicados en los números **470S** y **470T** se aplican también en la banda 1 770 - 1 790 Mc/s a pesar de que el servicio de ayudas a la meteorología por satélites sea un servicio secundario en esta banda.

ADD **Sección IX. Servicios espaciales**

Cese de las transmisiones

ADD **470V** § 24. Las estaciones espaciales deberán estar dotados de dispositivos apropiados [1] para interrumpir sus emisiones, que garanticen el cese efectivo de las mismas.

[1] Limitatión de la vida de las baterías, dispositivos de tiempo, telemando desde Tierra, etc.

4—05

ANEXO 5

Revisión del artículo 9 del Reglamento de Radiocomunicaciones

El artículo 9 del Reglamento de Radiocomunicaciones se revisa como sigue:

El título del artículo, el de la sección I y los números **486**, **487** *y* **491** *quedan sustituidos por los textos siguientes:*

MOD ARTÍCULO 9

MOD **Notificación e inscripción en el Registro internacional de frecuencias de asignaciones de frecuencias a estaciones de los servicios terrenales** [o]

MOD **Sección I. Notificación de asignaciones de frecuencia y procedimiento de coordinación a aplicar en ciertos casos**

MOD **486** § 1. (1) Deberá notificarse a la Junta Internacional de Registro de Frecuencias toda *asignación de frecuencia* [1, 2] relativa a una estación fija, terrestre, de radiodifusión [3], terrestre de radionavegación, terrestre de radiolocalización, de frecuencias patrón o terrestre del servicio de ayudas a la meteorología;

a) Si la utilización de la frecuencia en cuestión es susceptible de causar interferencia perjudicial a cualquier servicio de otra administración [4];

b) Si la frecuencia se utiliza para la radiocomunicación internacional;

c) Si se desea obtener el reconocimiento internacional de la utilización de dicha frecuencia [4].

ADD [o] Para la notificación e inscripción en el Registro internacional de frecuencias de asignaciones de frecuencias a estaciones de los servicios espacial y de radioastronomía, véase el artículo 9A.

ADD **486.4** [4] En particular, se llama la atención de las administraciones en la aplicación de los párrafos a) y c) del número **486**, en los casos en que hagan una asignación de frecuencia a una estación de un servicio fijo o móvil, situada dentro de una distancia de coordinación de una estación terrena (véase número **492A**), en una banda que este servicio comparta con los mismos derechos con el servicio espacial, en las bandas de frecuencias comprendidas entre uno y diez Gc/s.

5—01

MOD **487** (2) Análoga notificación se hará en el caso de cualquier frecuencia que haya de utilizarse para la recepción de emisiones de estaciones móviles por una estación terrestre determinada, siempre que sean aplicables una o más de las condiciones especificadas en el número **486.**

MOD **491** § 3. (1) Cuando sea posible, toda notificación debiera obrar en poder de la Junta con anterioridad a la fecha en que la asignación se ponga en servicio. Sin embargo, la Junta deberá recibir la notificación con antelación no superior a noventa días respecto de la fecha de puesta en servicio de la asignación. En todo caso, deberá recibirla antes de transcurridos treinta días a partir de dicha fecha. Sin embargo, para una asignación de frecuencia a una estación de un servicio fijo o móvil a que se refiere el número **492A**, la Junta deberá recibir la notificación con antelación no superior a dos años respecto de la fecha de puesta en servicio de la asignación.

Después del número 492, agréguense los nuevos números siguientes:

ADD **492A** § 3A (1) Antes de que una administración notifique a la Junta o ponga en servicio cualquier asignación de frecuencia a una estación del servicio fijo o móvil, sea para transmisión o recepción, en una banda determinada atribuida con los mismos derechos a este servicio y al servicio espacial, en las bandas de frecuencias comprendidas entre uno y diez Gc/s, deberá efectuar la coordinación de la asignación con cualquier otra administración que haya efectuado previamente coordinación conforme a las disposiciones del número **639AD** para el establecimiento de una estación terrena, si la estación prevista ha de situarse dentro de la distancia de coordinación [1] de la estación terrena y si la anchura de banda necesaria de la emisión de la estación en cuestión del servicio espacial, por una parte, y la de la estación en cuestión del

ADD

492A.1 [1] A los fines del presente artículo se entiende por distancia de coordinación la distancia desde la estación terrena calculada conforme al procedimiento mencionado en la Recomendación N.º 1A dentro de la cual existe la posibilidad de que el uso de una cierta frecuencia para transmisión en esta estación terrena cause interferencia perjudicial a estaciones del servicio fijo o móvil, que funcionen entre uno y diez Gc/s, en la misma banda de frecuencia, o, sí es el caso, de que el uso de cierta frecuencia de recepción de una estación terrena reciba interferencia perjudicial causada por dichas estaciones del servicio fijo o móvil.

servicio fijo o móvil, por otra parte, están separadas menos de seis Mc/s. A tal fin, enviará a cada una de las administraciones interesadas una copia de un diagrama a escala apropiada en el que se indique la ubicación de la estación del servicio fijo o móvil, incluyendo todos los detalles pertinentes de la asignación de frecuencia propuesta, así como una indicación de la fecha aproximada prevista para poner en servicio la estación.

ADD **492B** (2) Una administración con la cual se trata de efectuar la coordinación de conformidad con el número **492A**, deberá acusar recibo de los detalles referentes a la coordinación dentro de los primeros treinta días y deberá examinarlos sin demora para establecer:

a) en el caso de una asignación de frecuencia destinada a ser utilizada para la transmisión en la estación del servicio fijo o móvil, si su uso ha de causar interferencia perjudicial al servicio prestado por sus estaciones terrenas que funcionen de conformidad con el Convenio y el Reglamento, o que así hayan de funcionar dentro de los dos próximos años, a reserva de que en este último caso la coordinación definida en el número **639AD** se haya efectuado, o que el procedimiento a seguir a efectos de tal coordinación haya comenzado;

b) en el caso de una asignación de frecuencia destinada a ser utilizada para la recepción en la estación del servicio fijo o móvil, si puede causar interferencia perjudicial a la recepción de la estación del servicio fijo o móvil, el servicio prestado por sus estaciones terrenas que funcionen de conformidad con el Convenio y el Reglamento, o que así hayan de funcionar dentro de los dos próximos años, a reserva de que en este último caso la coordinación definida en el número **639AD** se haya efectuado, o que el procedimiento a seguir a efectos de tal coordinación haya comenzado,

y deberá, dentro de un nuevo periodo de treinta días, ya sea notificar su acuerdo a la administración que solicita la coordinación o bien, si ello no es posible, indicar las razones correspondientes con las sugestiones que pueda formular con vistas a una solución satisfactoria del problema.

5—03

ADD **492C** (3) No es necesaria la coordinación previa que se establece en el número **492A**, cuando una administración se propone:

a) poner en servicio una estación del servicio fijo o móvil que se encuentra, con respecto a una estación terrena, más allá de la distancia de coordinación tal como se define en el número **492A.1**;

b) modificar las características de una asignación existente de manera que no haya un aumento de la probabilidad de interferencia perjudicial a las estaciones terrenas de otras administraciones.

ADD **492D** (4) La administración que solicita la coordinación puede requerir a la Junta que trate de efectuar la coordinación en aquellos casos en los que:

a) la administración con la que se trata de efectuar coordinación de conformidad con el número **492A** no hubiera respondido dentro de un periodo de noventa días;

b) exista desacuerdo con la administración con la que se trate de efectuar coordinación con respecto a la probabilidad de interferencia perjudicial; o

c) no sea posible la coordinación por cualquier otra razón.

Con este objeto la administración interesada deberá suministrar a la Junta la información necesaria para permitirle efectuar tal coordinación.

ADD **492E** (5) La administración que solicita la coordinación, cualquier otra administración con la que se trate de efectuarla o bien la Junta, podrán pedir la información suplementaria que estimen necesaria para evaluar la probabilidad de que se cause interferencia perjudicial a los servicios interesados.

ADD **492F** (6) Cuando la Junta reciba una solicitud conforme al número **492D** *a)*, o cuando la Junta no reciba respuesta dentro de los noventa días siguientes a su solicitud para efectuar la coordinación en el caso previsto en el número **492D** *c)*, enviará inmediatamente un telegrama a la administración con la que se trata de efectuar coordinación. Si no recibe respuesta alguna dentro de un periodo de sesenta días a contar de la fecha de envío del telegrama, se considerará que la administración con la que se trata de efectuar la coordinación se compro-

mete a no formular ninguna queja con respecto a interferencia perjudicial que pueda causar la estación del servicio fijo o móvil al servicio prestado por su estación terrena.

ADD **492G** (7) Si es necesario, como parte del procedimiento mencionado en el número **492D**, la Junta deberá evaluar la posibilidad de interferencia perjudicial. En todo caso, comunicará a las administraciones interesadas los resultados obtenidos.

Los números **493** *y* **494** *quedan sustituidos por los nuevos textos siguientes:*

MOD **493** § 3B (1) Sea cual fuese el medio de comunicación, incluso el telégrafo, por el cual se envía una notificación a la Junta, se la considerará completa cuando contenga, por lo menos, las características esenciales apropiadas que se especifican en el apéndice 1.

MOD **494** (2) La Junta examinará las notificaciones completas en el orden en que las reciba.

Agréguese el nuevo título siguiente después del número 499.

ADD **499A** **Subsección IIA. Procedimiento a seguir en los casos en que las disposiciones del número 492A no sean aplicables**

El número 535 queda sustituido por el nuevo número siguiente:

MOD **535** § 17. *En la aplicación de las disposiciones de esta subsección,* toda notificación sometida de nuevo que sea recibida por la Junta después de haber transcurrido más de ciento ochenta días desde la fecha de devolución, se considerará como una nueva notificación.

Después del número 570, agréguese el nuevo número siguiente:

ADD **570AA** **Subsección IIB. Procedimiento a seguir en los casos en que las disposiciones del número 492A sean aplicables**

ADD **570AB** § 23A La Junta examinará cada notificación:

ADD **570AC** *a)* En cuanto a su conformidad con las disposiciones del Convenio, con el Cuadro de distribución de bandas de frecuencias y con las demás disposiciones del Regla-

mento de Radiocomunicaciones (a excepción de las relativas al procedimiento de coordinación y a la probabilidad de interferencia perjudicial).

ADD **570AD** *b)* En cuanto a su conformidad con las disposiciones del número **492A** relativas a la coordinación de la utilización de la asignación de frecuencia con las demás administraciones interesadas.

ADD **570AE** *c)* Cuando sea apropiado, en cuanto a la probabilidad de que cause interferencia perjudicial al servicio efectuado por una estación terrena de recepción para la cual exista inscrita en el Registro una asignación de frecuencia que esté conforme con las disposiciones del número **639AS**, siempre que la asignación de frecuencia correspondiente de la estación transmisora espacial no haya causado en la práctica interferencia perjudicial a cualquier otra asignación anteriormente inscrita en el Registro que esté conforme con los números **501** ó **570AC**, según el caso.

ADD **570AF** § 23B Según sea la conclusión a que llegue la Junta como consecuencia del examen previsto en los números **570AC**, **570AD** y **570AE**, el procedimiento se proseguirá en la forma siguiente:

ADD **570AG** § 23C (1) *Conclusión desfavorable respecto del número* **570AC.**

ADD **570AH** (2) Cuando la notificación incluya una referencia según la cual la estación funcionará de conformidad con las disposiciones del número **115**, se inscribirá la asignación en el Registro. La fecha de recepción de la notificación por parte de la Junta se inscribirá en la columna 2d.

ADD **570AI** (3) Cuando la notificación no incluya una referencia según la cual la estación funcionará de conformidad con las disposiciones del número **115**, se devolverá la misma inmediatamente, por correo aéreo, a la administración notificante, con una exposición de las razones en que se funda la conclusión de la Junta y, en su caso, con las sugestiones que ésta pueda formular para lograr una solución satisfactoria del problema.

5—06

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ADD **570AJ** (4) Si la administración notificante somete de nuevo su notificación sin modificaciones, se tratará de conformidad con las disposiciones del número **570AI.**

ADD **570AK** (5) Si la administración notificante somete de nuevo su notificación incluyendo una referencia según la cual la estación funcionará de conformidad con las disposiciones del número **115**, se inscribirá la asignación en el Registro. La fecha a inscribir en la columna 2d será la fecha de recepción por la Junta de la notificación sometida de nuevo.

ADD **570AL** (6) Si la administración notificante somete de nuevo su notificación con modificaciones que den lugar, después de nuevo examen a una conclusión favorable de la Junta respecto del número **570AC**, se tratará la notificación de conformidad con los números **570AM** a **570AZ**. Si ulteriormente la asignación ha de ser inscrita en el Registro, la fecha a inscribir en la columna 2d será la fecha de recepción por la Junta de la notificación sometida de nuevo.

ADD **570AM** § 23D (1) *Conclusión favorable respecto del número* **570AC.**

ADD **570AN** (2) Cuando la Junta concluya que el procedimiento de coordinación mencionado en el número **570AD** se ha completado con éxito con todas las administraciones cuyas estaciones terrenas puedan ser afectadas, se inscribirá la asignación en el Registro. La fecha de recepción de la notificación por parte de la Junta se inscribirá en la columna 2d.

ADD **570AO** (3) Cuando la Junta concluya que el procedimiento de coordinación mencionado en el número **579AD** no se ha aplicado, y la administración notificante solicite a la Junta efectuar la coordinación requerida, la Junta tomará las medidas necesarias a tal efecto e informará a las administraciones interesadas de los resultados obtenidos. Si la tentativa de la Junta tiene éxito, se tratará la notificación de conformidad con el número **570AN**. Si la tentativa de la Junta no tiene éxito, la Junta examinará la notificación con respecto a las disposiciones del número **570AE.**

ADD **570AP** (4) Cuando la Junta concluya que el procedimiento de coordinación mencionado en el número **570AD** no se ha aplicado y la administración notificante no solicite a la Junta efectuar la coordinación requerida, la notificación se devolverá inmediatamente, por correo aéreo, a la administración, con la exposición de las razones en

5—07

que se funda la conclusión de la Junta y, en su caso, con las sugestiones que pueda formular para lograr una solución satisfactoria del problema.

ADD **570AQ** (5) Cuando la administración notificante somete de nuevo la notificación y la Junta concluye que el procedimiento de coordinación mencionado en el número **570AD** se ha aplicado con éxito con todas las administraciones cuyas estaciones terrenas puedan ser afectadas, se inscribirá la asignación en el Registro. La fecha a inscribir en la columna 2d será la fecha de recepción por la Junta de la notificación sometida originalmente. Se inscribirá en la columna de Observaciones la fecha de recepción por la Junta de la notificación sometida de nuevo.

ADD **570AR** (6) Si la administración notificante somete de nuevo la notificación solicitando a la Junta que efectúe la coordinación requerida, se tratará la notificación de conformidad con las disposiciones del número **570AO**. Si ulteriormente la asignación ha de ser inscrita, se inscribirá en la columna de Observaciones la fecha de recepción por la Junta de la notificación sometida de nuevo.

ADD **570AS** (7) Si la administración notificante somete de nuevo la notificación y declara que no ha tenido éxito en efectuar la coordinación, la Junta examinará la notificación con respecto a las disposiciones del número **570AE**. Si ulteriormente ha de ser inscrita, se inscribirá en la columna de Observaciones la fecha de recepción por la Junta de la notificación sometida de nuevo.

ADD **570AT** § 23E (1) *Conclusión favorable respecto de los números* **570AC** *y* **570AE.**

ADD **570AU** (2) Se inscribirá la asignación en el Registro. La fecha de recepción de la notificación por parte de la Junta se inscribirá en la columna 2d.

ADD **570AV** § 23F (1) *Conclusión favorable respecto del número* **570AC**, *pero desfavorable respecto del número* **570AE.**

ADD **570AW** (2) La notificación se devolverá inmediatamente, por correo aéreo, a la administración notificante, con una exposición de las razones en que se funda la conclusión de la Junta y, en su caso, con las sugestiones que ésta pueda formular para lograr una solución satisfactoria del problema.

5—08

ADD **570AX** (3) Si la administración que haya presentado la notificación la somete de nuevo con modificaciones que den lugar, después de nuevo examen, a una conclusión favorable de la Junta con respecto del número **570AE**, se inscribirá la asignación en el Registro. La fecha a inscribir en la columna 2d, será la fecha de recepción por la Junta de la notificación sometida originalmente. Se inscribirá en la columna de Observaciones la fecha de recepción por la Junta de la notificación sometida de nuevo.

ADD **570AY** (4) En el caso de que la administración que ha presentado la notificación la somete de nuevo sin modificaciones o con modificaciones que reduzcan la probabilidad de interferencia perjudicial pero no lo suficiente para que permitan la aplicación de las disposiciones del número **570AX**, y dicha administración insiste en que se examine nuevamente la notificación, si la conclusión de la Junta sigue siendo la misma, se inscribirá la asignación en el Registro. Sin embargo, esta inscripción se efectuará solamente si la administración que ha presentado la notificación informa a la Junta que la asignación ha estado en servicio por lo menos durante ciento veinte días sin que haya dado motivo a queja alguna de interferencia perjudicial. La fecha a inscribir en la columna 2d será la fecha de recepción por la Junta de la notificación sometida originalmente. Se inscribirá en la columna de Observaciones la fecha de recepción por la Junta de la información relativa a no haberse recibido queja alguna de interferencia perjudicial.

ADD **570AZ** (5) El periodo de ciento veinte días mencionado en el número **570AY** se contará:

— desde la fecha de puesta en servicio de la asignación a la estación del servicio fijo o móvil que ha sido objeto de la conclusión desfavorable, si entonces se halla en servicio la asignación a la estación terrena,

— desde la fecha de puesta en servicio de la asignación a la estación terrena, en el caso contrario.

Sin embargo, si la asignación a la estación terrena no ha sido puesta en servicio en la fecha notificada, el periodo de ciento veinte días se contará a partir de esa fecha. En su caso, se tendrá en cuenta el plazo suplementario fijado en el número **570BG**.

5—09

ADD **570BA** § 23 G (1) *Modificación de las características esenciales de las asignaciones ya inscritas en el Registro.*

ADD **570BB** (2) Toda notificación de modificación de las características esenciales de una asignación ya inscrita en el Registro, tal como se estipulan en el apéndice I (a excepción de las inscritas en las columnas 3 y 4a del Registro), se examinará por la Junta según las disposiciones de los números **570AC** y **570AD** y, según el caso, **570AE** y se aplicarán las disposiciones de los números **570AG** a **570AZ**, ambos inclusive. En el caso de que proceda la inscripción de la modificación en el Registro, la asignación original se modificará conforme a la notificación.

ADD **570BC** (3) Sin embargo, en el caso de una modificación de las características esenciales de una asignación que esté conforme con las disposiciones del número **570AC**, y si la Junta formulara una conclusión favorable respecto del número **570AD** y, respecto del número **570AE**, en los casos que esta última disposición sea aplicable, o concluyese que no hay un aumento en la probabilidad de que se cause interferencia perjudicial a las asignaciones de frecuencia ya inscritas en el Registro, la asignación modificada conservará la fecha original inscrita en la columna 2d. Además, se inscribirá en la columna de Observaciones la fecha de recepción por la Junta de la notificación relativa a la modificación.

ADD **570BD** § 23H *En la aplicación de las disposiciones de esta subsección,* toda notificación sometida de nuevo que sea recibida por la Junta después de haber transcurrido más de dos años desde la fecha de devolución se considerará como una nueva notificación.

ADD **570BE** § 23I (1) *Inscripción de asignaciones de frecuencia notificadas antes de ser puestas en servicio.*

ADD **570BF** (2) Cuando una asignación de frecuencia que se notifique antes de su puesta en servicio sea objeto de una conclusión favorable formulada por la Junta respecto de los números **570AC** y **570AD** y, en su caso, **570AE**, se inscribirá provisionalmente en el Registro con un símbolo especial en la columna de Observaciones, indicativo del carácter provisional de esta inscripción.

5—10

ADD **570BG** (3) Si en un plazo de treinta días a partir de la fecha de puesta en servicio prevista, la Junta recibe de la administración notificante confirmación de la fecha efectiva de puesta en servicio, se suprimirá el símbolo especial inscrito en la columna de Observaciones. En el caso de que la Junta, como consecuencia de una petición hecha por la administración notificante recibida antes de finalizar el periodo de treinta días, concluya que existen circunstancias excepcionales que justifican una extensión de este plazo, esta extensión de ningún modo deberá exceder de ciento cincuenta días.

ADD **570BH** (4) En el caso previsto en el número **570AY**, y en tanto que una asignación de frecuencia que haya sido objeto de una conclusión desfavorable no pueda presentarse de nuevo en virtud de las disposiciones del número **570AZ**, la administración notificante podrá pedir a la Junta que inscriba provisionalmente esta asignación en el Registro; un símbolo especial se inscribirá en la columna de Observaciones, indicativo del carácter provisional de esta inscripción. La Junta suprimirá dicho símbolo cuando la administración notificante le haya informado, a la expiración del periodo previsto en el número **570AY**, sobre la ausencia de quejas de interferencia perjudicial.

ADD **570BI** (5) Si la Junta no recibe la confirmación en el plazo previsto en los números **570BG** o **570BH**, se anulará la inscripción correspondiente.

El número 572 queda sustituido por el nuevo texto siguiente:

MOD **572** § 25. El procedimiento de inscripción de fechas en la parte apropiada de la columna 2 del Registro, aplicable según las bandas de frecuencias y los servicios en cuestión, se describe en los siguientes números **573** a **604**, en lo que respecta a las asignaciones de frecuencia a que se refiere la subsección 11A.

Después del número 611, agréguese el nuevo número siguiente:

ADD **611A** (6) Si la utilización de una asignación de frecuencia que no se ajuste a las disposiciones del número **501** ó **570AC** causa efectivamente interferencia perjudicial en la recepción de cualquier estación que funcione de conformidad con las disposiciones del número **639AS**,

la estación que utilice la asignación de frecuencia que no se ajuste a las disposiciones del número **501**, deberá eliminar inmediatamente esta interferencia, al recibir aviso de la misma.

Los números 613 y 615 quedan sustituidos por los nuevos textos siguientes:

MOD **613** (2) A la vista de toda la información de que disponga, la Junta examinará nuevamente la cuestión teniendo en cuenta las disposiciones de los números **501** ó **570AC** y de los números **502, 503, 570AD** o **570AE** según el caso, y formulará una conclusión apropiada, informando a la administración notificante de esta conclusión, ya sea antes de publicarla, ya sea antes de inscribirla en el Registro.

ADD **615** § 38. (1) Después de la utilización durante un periodo razonable de una asignación de frecuencia inscrita en el Registro por insistencia de la administración notificante, como consecuencia de una conclusión desfavorable respecto de los números **502, 503**, ó **570AE**, según el caso, esta administración podrá solicitar de la Junta la revisión de la conclusión. La Junta examinará entonces de nuevo el asunto, previa consulta con las administraciones interesadas.

ANEXO 6

Adición de un nuevo artículo (artículo 9A) al Reglamento de Radiocomunicaciones

A continuación del artículo 9 del Reglamento de Radiocomunicaciones agréguese el nuevo artículo siguiente:

ARTÍCULO 9A

Notificación e inscripción en el Registro internacional de frecuencias de asignaciones de frecuencias a estaciones de los servicios espacial y de radioastronomía

Sección I. Notificación de asignaciones de frecuencia y procedimiento de coordinación a aplicar en ciertos casos

ADD **639AA** § 1. (1) Deberá notificarse a la Junta Internacional de Registro de Frecuencias toda *asignación de frecuencia* [1] relativa a una estación terrena o espacial:

a) si la utilización de la frecuencia en cuestión es susceptible de causar interferencia perjudicial a cualquier servicio de otra administración;

b) si la frecuencia se utiliza para la radiocomunicación internacional;

c) si se desea obtener el reconocimiento internacional de la utilización de dicha frecuencia.

ADD **639AA.1** [1] Cuando aparezca en este artículo la expresión *asignación de frecuencia*, se entenderá que se refiere tanto a nuevas asignaciones de frecuencia como a modificaciones de asignaciones de frecuencia ya inscritas en el Registro Internacional de Frecuencias (llamado en adelante *Registro*).

6—01

ADD

639AB (2) Análoga notificación se hará en el caso de cualquier frecuencia que haya de utilizarse para la recepción de emisiones de estaciones terrenas o espaciales por una estación espacial o terrena determinada, siempre que sean aplicables una o más de las condiciones especificadas en el número **639AA**.

ADD

639AC (3) Análoga notificación se hará en el caso de cualquier frecuencia o banda de frecuencias que haya de utilizarse para la recepción por una estación de radioastronomía determinada, si se desea que dicha información se incluya en el Registro.

ADD

639AD § 2. (1) Antes de que una administración notifique a la Junta o ponga en servicio cualquier asignación de frecuencia a una estación terrena del servicio espacial, sea para transmisión o recepción, en una banda particular atribuida con los mismos derechos a este servicio y al servicio fijo o móvil, en las bandas de frecuencias comprendidas entre uno y diez Gc/s, deberá efectuar la coordinación de esta asignación, pero únicamente con respecto a los servicios fijo o móvil, con cualquier otra administración cuyo territorio esté situado, con respecto a la estación terrena, totalmente o en parte dentro de la distancia de coordinación [1]. A tal fin enviará a cada una de las administraciones interesadas una copia de un diagrama a escala apropiada en el que se indique la ubicación de la estación terrena en proyecto y, en función del acimut, la distancia de coordinación a partir de la estación terrena, tanto en los casos en que ésta sea transmisora como receptora; le comunicará además los parámetros sobre los cuales se basan los cálculos de la distancia de coordinación, así como todos los detalles pertinentes de la asignación de frecuencia propuesta, tales como los indicados en el apéndice 1A, y una indicación de la fecha aproximada prevista para poner en servicio la estación.

ADD

639AD. 1 [1] A los fines del presente artículo se entiende por distancia de coordinación la distancia desde la estación terrena calculada conforme al procedimiento mencionado en la Recomendación N.° 1A, dentro de la cual existe la posibilidad de que el uso de una cierta frecuencia para transmisión en esta estación terrena cause interferencia perjudicial a estaciones del servicio fijo o móvil, que funcionan entre uno y diez Gc/s, en la misma banda de frecuencias, o según el caso, de que el uso de cierta frecuencia para recepción de una estación terrena reciba interferencia perjudicial causada por dichas estaciones del servicio fijo o móvil.

6—02

ADD

639AE (2) Una administración con la cual se trata de efectuar la coordinación de conformidad con el número **639AD**, deberá acusar recibo de los detalles referentes a la coordinación dentro de los primeros treinta días y deberá examinarlos sin demora para establecer:

a) en el caso de una asignación de frecuencia destinada a ser utilizada para la transmisión en una estación terrena, si su uso ha de causar interferencia perjudicial al servicio prestado por sus estaciones del servicio fijo o móvil que funcionen de conformidad con el Convenio y el Reglamento, o que así hayan de funcionar dentro de los dos próximos años.

b) en el caso de una asignación de frecuencia destinada a ser utilizada para la recepción en una estación terrena, si el servicio prestado por sus estaciones del servicio fijo o móvil que funcionen de conformidad con el Convenio y el Reglamento, o que así hayan de funcionar dentro de los dos próximos años puede causar interferencia perjudicial a la recepción de la estación terrena.

Después, esta administración deberá, dentro de un nuevo periodo de treinta días, notificar su acuerdo a la administración que solicita la coordinación. Si la administración con la que se trata de efectuar la coordinación no está de acuerdo, deberá, dentro del mismo periodo, enviar a la administración que solicita la coordinación una copia de un diagrama a una escala apropiada indicando la ubicación de sus estaciones del servicio fijo o móvil que se encuentran dentro de la distancia de coordinación de la estación terrena de transmisión o de recepción, según el caso, así como cualquier otra característica fundamental pertinente y las sugestiones que pueda formular con vistas a una solución satisfactoria del problema. Una copia de esta información se enviará como notificación a la Junta con la antelación determinada para este caso en el número **491**.

ADD

639AF (3) No es necesaria la coordinación previa, que se establece en el número **639AD**, cuando una administración se propone:

a) poner en servicio una estación terrena que se encuentra, con respecto al territorio de todo otro país, más allá

de la distancia de coordinación tal como se define en el número **639AD.1**;

b) modificar las características de una asignación existente de manera que no haya aumento de la probabilidad de interferencia perjudicial a las estaciones del servicio fijo o móvil de otras administraciones;

c) poner en servicio una estación terrena en la banda 4 400 a 4 700 Mc/s o en la banda 8 100 a 8 400 Mc/s;

d) poner en funcionamiento una estación terrena situada a bordo de un barco o de un avión. Sin embargo, en este caso, si el barco o el avión está situado, con respecto a la frontera de un país diferente del que dependa a una distancia menor que la distancia de coordinación de la estación terrena, el funcionamiento de esta estación en una de las bandas de frecuencias a que se refiere el número **639AD**, estará sujeto a una acuerdo previo entre las administraciones interesadas, con objeto de evitar interferencia perjudicial a los servicios fijos y móviles de estaciones de dicho país.

ADD

639AG (4) La administración que solicita la coordinación puede requerir a la Junta que trate de efectuar la coordinación en aquellos casos en los que:

a) la administración con la que se trata de efectuar coordinación de conformidad con el número **639AD** no hubiera respondido dentro de un periodo de noventa días;

b) exista desacuerdo con la administración con la que se trate de efectuar coordinación con respecto a la probabilidad de interferencia perjudicial; o

c) no sea posible la coordinación por cualquier otra razón.

Con este objeto, la administración interesada deberá suministrar a la Junta la información necesaria para permitirle efectuar tal coordinación.

ADD

639AH (5) La administración que solicita la coordinación, cualquier otra administración con la que se trate de efectuarla o bien la Junta,

podrán pedir la información suplementaria que estimen necesaria para evaluar la probabilidad de que se causen interferencias perjudiciales a los servicios interesados.

ADD **639AI** (6) Cuando la Junta reciba una solicitud conforme al número **639AG** *a)*, o cuando la Junta no reciba respuesta dentro de los noventa días siguientes a su solicitud para efectuar la coordinación en el caso previsto en el número **639AG** *c)*, enviará inmediatamente un telegrama a la administración con la que se trata de efectuar coordinación. Si no recibe respuesta alguna dentro de un periodo de sesenta días a contar de la fecha de envío del telegrama, se considerará que la administración con la que se trata de efectuar coordinación se compromete a no formular ninguna queja con respecto a interferencias perjudiciales que pueda causar la estación terrena al servicio prestado por sus estaciones del servicio fijo o móvil.

ADD **639AJ** (7) Si es necesario, como parte del procedimiento mencionado en el número **639AG**, la Junta deberá evaluar la posibilidad de interferencia perjudicial. En todo caso comunicará a las administraciones interesadas los resultados obtenidos.

ADD **639AK** § 3. Con respecto a las notificaciones que se hagan en cumplimiento de los números **639AA**, **639AB** o **639AC**, cada asignación de frecuencia será objeto de una notificación por separado, en la forma prescrita en las secciones B, C, D, E o F del apéndice 1A. Las características fundamentales que deben suministrarse se especifican en el citado apéndice. Además, se recomienda a la administración notificante que comunique a la Junta los restantes datos previstos en la sección A de dicho apéndice, así como cualquier otra información que estime oportuna.

ADD **639AL** § 4. (1) Para una asignación de frecuencia a una estación terrena o espacial, la Junta deberá recibir la notificación con antelación no superior a dos años respecto de la fecha de puesta en servicio de la asignación. En todo caso, deberá recibirla, a más tardar, ciento ochenta días antes de dicha fecha, excepto en el caso de asignaciones del servicio de investigación espacial en las bandas atribuidas exclusivamente a este servicio o en las bandas compartidas en que este servicio es el único servicio primario. En el caso de que tal asignación sea del servicio de investigación espacial la notificación debiera obrar en poder de la Junta, siempre que sea posible, con anterioridad a la

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fecha en que la asignación se ponga en servicio, pero deberá recibirla antes de transcurridos treinta días a partir de dicha fecha.

ADD **639AM** (2) Toda asignación de frecuencia a una estación terrena o espacial cuya notificación sea recibida por la Junta en una fecha posterior a los plazos aplicables que se mencionan en el número **639AL** tendrá en el Registro, si llega a ser inscrita, una observación que indique que no se ajusta a las disposiciones del número **639AL.**

Sección II. Procedimiento para el exámen de las notificaciones y la inscripción de las asignaciones de frecuencia en el Registro

ADD **639AN** § 5. Cuando la Junta reciba una notificación que no contenga como mínimo las características especificadas en el apéndice 1A (Secciones B, C, D, E o F, según el caso), la devolverá inmediatamente, por correo aéreo, a la administración notificante, indicando los motivos de su devolución.

ADD **639AO** § 6. Cuando la Junta reciba una notificación completa, incluirá los detalles de la misma, con su fecha de recepción, en la circular semanal mencionada en el número **497**. Esta circular contendrá los detalles de todas las notificaciones completas recibidas desde la publicación de la circular anterior.

ADD **639AP** § 7. Esta circular servirá a la administración notificante como acuse de recibo de la notificación completa.

ADD **639AQ** § 8. La Junta examinará cada notificación completa por orden de recepción y no podrá aplazar el formular una conclusión, a menos que carezca de datos suficientes para adoptar una decisión; además, la Junta no se pronunciará sobre una notificación que tenga alguna correlación técnica con otra anteriormente recibida y que se encuentre aún en curso de exámen, antes de haber adoptado una decisión en lo que concierne a esta última.

ADD **639AR** § 9. La Junta examinará cada notificación:

ADD **639AS** *a)* en cuanto a su conformidad con las disposiciones del Convenio, con el Cuadro de distribución de las bandas de frecuencias y con las demás disposiciones del Regla-

mento de Radiocomunicaciones (a excepción de las relativas al procedimiento de coordinación y a la probabilidad de interferencia perjudicial).

ADD **639AT** *b)* Cuando sea apropiado, en cuanto a su conformidad con las disposiciones del número **639AD** relativas a la coordinación de la utilización de la asignación de frecuencia con las demás administraciones interesadas.

ADD **639AU** *c)* cuando sea apropiado, en cuanto a la probabilidad de que cause interferencia perjudicial al servicio efectuado por una estación del servicio fijo o móvil para la cual exista inscrita en el Registro una asignación de frecuancia que esté conforme con las disposiciones del número **501** ó **570AC**, según el caso, siempre que esta asignación de frecuencia no haya causado en la práctica interferencia perjudicial a cualquier otra asignación anteriormente inscrita en el Registro que esté conforme con el número **639AS**.

ADD **639AV** § 10. Según sea la conclusión a que llegue la Junta como consecuencia del examen previsto en los números **639AS**, **639AT** y **639AU**, el procedimiento se proseguirá en la forma siguiente:

ADD **639AW** § 11. (1) *Conclusión favorable respecto del número* **639AS** *cuando las disposiciones del número* **639AT** *no sean aplicables.*

ADD **639AX** (2) Se inscribirá la asignación en el Registro. La fecha a inscribir en la columna 2*d* será la fecha de recepción de la notificación por parte de la Junta.

ADD **639AY** § 12. (1) *Conclusión desfavorable respecto del número* **639AS**.

ADD **639AZ** (2) Cuando la notificación incluya una referencia según la cual la estación funcionará de conformidad con las disposiciones del número **115**, se inscribirá la asignación en el Registro. La fecha de recepción de la notificación por parte de la Junta se inscribirá en la columna 2*d*.

ADD **639BA** (3) Cuando la notificación no incluya una referencia según la cual la estación funcionará de conformidad con las disposiciones del número **115**, se devolverá la misma inmediatamente, por correo

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aéreo, a la administración notificante, con una exposición de las razones en que se funda la conclusión de la Junta y, en su caso, con las sugestiones que ésta pueda formular para lograr una solución satisfactoria del problema.

ADD **639BB** (4) Si la administración notificante somete de nuevo su notificación sin modificaciones, se tratará de conformidad con las disposiciones del número **639BA**. Si la somete de nuevo incluyendo una referencia según la cual la estación funcionará de conformidad con las disposiciones del número **115**, o con modificaciones que den lugar, después de nuevo examen, a una conclusión favorable de la Junta con respecto al número **639AS**, cuando las disposiciones del número **639AT** no sean aplicables, se inscribirá la asignación en el Registro. La fecha a inscribir en la columna 2*d* será la fecha de recepción por la Junta de la notificación sometida de nuevo.

ADD **639BC** § 13. (1) *Conclusión favorable respecto del número* **639AS**, *cuando las disposiciones del número* **639AT** *sean aplicables.*

ADD **639BD** (2) Cuando la Junta concluya que el procedimiento de coordinación mencionado en el número **639AT** se ha completado con éxito con todas las administraciones cuyos servicios fijos o móviles puedan ser afectados, se inscribirá la asignación en el Registro. La fecha de recepción de la notificación por parte de la Junta se inscribirá en la columna 2*d*.

ADD **639BE** (3) Cuando la Junta concluya que el procedimiento de coordinación mencionado en el número **639AT** no se ha aplicado, y la administración notificante solicite a la Junta efectuar la coordinación requerida, la Junta tomará las medidas necesarias a tal efecto e informará a las administraciones interesadas de los resultados obtenidos. Si la tentativa de la Junta tiene éxito, se tratará la notificación de conformidad con el número **639BD**. Si la tentativa de la Junta no tiene éxito, la Junta examinará la notificación con respecto a las disposiciones del número **639AU**.

ADD **639BF** (4) Cuando la Junta concluya que el procedimiento de coordinación mencionado en el número **639AT** no se ha aplicado, y la administración notificante no solicite a la Junta efectuar la coordinación requerida, la notificación se devolverá inmediatamente, por correo

aéreo, a la administración, con la exposición de las razones en que se funda la conclusión de la Junta y, en su caso, con las sugestiones que pueda formular para lograr una solución satisfactoria del problema.

ADD **639BG** (5) Cuando la administración notificante somete de nuevo la notificación y la Junta concluye que el procedimiento de coordinación mencionado en el número **639AT** se ha aplicado con éxito con todas las administraciones cuyos servicios fijo o móvil puedan ser afectados, la asignación se inscribirá en el Registro. La fecha a inscribir en la Columna 2*d* será la fecha de recepción por la Junta de la notificación sometida originalmente. Se inscribirá en la columna Observaciones la fecha de recepción por la Junta de la notificación sometida de nuevo.

ADD **639BH** (6) Si la administración notificante somete de nuevo la notificación solicitando a la Junta que efectúe la coordinación requerida, se tratará la notificación de conformidad con las disposiciones del número **639BE.** Si ulteriormente la asignación ha de ser inscrita, se inscribirá en la columna de Observaciones la fecha de recepción por la Junta de la notificación sometida de nuevo.

ADD **639BI** (7) Si la administración notificante somete de nuevo la notificación y declara que no ha tenido éxito en efectuar la coordinación, la Junta examinará la notificación con respecto a las disposiciones del número **639AU.** Si ulteriormente ha de ser inscrita, se inscribirá en la columna de Observaciones la fecha de recepción por la Junta de la notificación sometida de nuevo.

ADD **639BJ** § 14. (1) *Conclusión favorable respecto de los números* **639AS** *y* **639AU.**

ADD **639BK** (2) Se inscribirá la asignación en el Registro. La fecha de recepción de la notificación por parte de la Junta se inscribirá en la columna 2*d.*

ADD **639BL** § 15. (1) *Conclusión favorable respecto del número* **639AS,** *pero desfavorable respecto del número* **639AU.**

ADD **639BM** (2) La notificación se devolverá inmediatamente, por correo aéreo, a la administración notificante, con una exposición de las razones en que se funda la conclusión de la Junta y, en su caso, con las sugestiones que ésta pueda formular para lograr una solución satisfactoria del problema.

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ADD **639BN** (3) Si la administración que haya presentado la notificación la somete de nuevo con modificaciones que den lugar, después de nuevo examen, a una conclusión favorable de la Junta con respecto del número **639AU**, se inscribirá la asignación en el Registro. La fecha a inscribir en la columna 2*d* será la fecha de recepción por la Junta de la notificación sometida originalmente. Se inscribirá en la columna de Observaciones la fecha de recepción por la Junta de la notificación sometida de nuevo.

ADD **639BO** (4) En el caso de que la administración que ha presentado la notificación la someta de nuevo sin modificaciones o con modificaciones que reduzcan la probabilidad de interferencia perjudicial pero no lo suficiente para que permitan la aplicación de las disposiciones del número **639BN**, y dicha administración insista en que se examine nuevamente la notificación, si la conclusión de la Junta sigue siendo la misma, se inscribirá la asignación en el Registro. Sin embargo, esta inscripción se efectuará solamente si la administración que ha presentado la notificación informa a la Junta que la asignación ha estado en servicio por lo menos durante ciento veinte días, sin que haya dado motivo a queja alguna de interferencia perjudicial. La fecha a inscribir en la Columna 2*d* será la fecha de recepción por la Junta de la notificación sometida originalmente. Se inscribirá en la columna de Observaciones la fecha de recepción por la Junta de la información relativa a no haberse recibido queja alguna de interferencia perjudicial.

ADD **639BP** (5) El periodo de ciento veinte días mencionado en el número **639BO** se contará:

— desde la fecha de puesta en servicio de la asignación a la estación terrena que ha sido objeto de la conclusión desfavorable, si entonces se halla en servicio la asignación a la estación del servicio fijo o móvil.

— desde la fecha de puesta en servicio de la asignación a la estación del servicio fijo o móvil, en el caso contrario.

Sin embargo, si la asignación a la estación del servicio fijo o móvil no ha sido puesta en servicio en la fecha notificada, el periodo de ciento veinte días, se contará a partir de esa fecha. En su caso, se tendrá en cuenta el plazo suplementario fijado en el número **639BY**.

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ADD **639BQ** § 16. (1) *Notificaciones relativas a estaciones de radioastronomía.*

ADD **639BR** (2) Toda notificación relativa a una estación de radioastronomía, no será examinada por la Junta respecto de los números **639AT** y **629AU.** Cualquiera que sea la conclusión, se inscribirá la asignación en el Registro con una fecha en la columna 2*c*. La fecha de recepción por la Junta de la notificación se inscribirá en la columna de Observaciones.

ADD **639BS** § 17. (1) *Modificación de las características esenciales de las asignaciones ya inscritas en el Registro.*

ADD **639BT** (2) Toda notificación de modificación de las características esenciales de una asignación ya inscrita en el Registro, tal como se estipulan en el apéndice 1A (excepto las que se refieren al distintivo de llamada, al nombre de la estación o al nombre de la localidad en que está situada), se examinará por la Junta según las disposiciones de los números **639AS** y, según el caso, **639AT** o **639AU** y se aplicarán las disposiciones de los números **639AW** a **639BR,** ambos inclusive. En el caso de que proceda la inscripción de la modificación en el Registro, la asignación original se modificará conforme a la notificación.

ADD **639BU** (3) Sin embargo, en el caso de una modificación de las características esenciales de una asignación que esté conforme con las disposiciones del número **639AS**, y si la Junta formulara una conclusión faborable respecto de los números **639AT** o **639AU**, cuando estas disposiciones sean aplicables, o concluyese que no hay un aumento en la probabilidad de que se cause interferencia perjudicial a las asignaciones de frecuencia ya inscritas en el Registro, la asignación modificada conservará la fecha original inscrita en la columna 2*d*. Además, se inscribirá en la columna de Observaciones la fecha de recepción por la Junta de la notificación relativa a la modificación.

ADD **639BV** § 18. *En la aplicación de las disposiciones de esta sección*, toda notificación sometida de nuevo que sea recibida por la Junta después de haber transcurrido más de dos años desde la fecha de devolución, se considerará como una nueva notificación.

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ADD **638BW** § 19 (1) *Inscripción de asignaciones de frecuencia notificadas antes de ser puestas en servicio*

ADD **639BX** (2) Cuando una asignación de frecuencia que se notifique antes de su puesta en servicio sea objeto de una conclusión favorable formulada por la Junta respecto de los números **639AS** y, según el caso, **639AT** o **639AU**, se inscribirá provisionalmente en el Registro con un símbolo especial en la columna de Observaciones, indicativo del carácter provisional de esta inscripción.

ADD **639BY** (3) Si en un plazo de treinta días a partir de la fecha de puesta en servicio prevista, la Junta recibe de la administración notificante confirmación de la fecha efectiva de puesta en servicio, se suprimirá el símbolo especial inscrito en la columna de Observaciones. En el caso de que la Junta, como consecuencia de una petición hecha por la administración notificante recibida antes de finalizar el periodo de treinta días, concluya que existen circunstancias excepcionales que justifican una extensión de este plazo, esta extensión de ningún modo deberá exceder de ciento cincuenta días.

ADD **639BZ** (4) En el caso previsto en el número **639BO**, y en tanto que una asignación de frecuencia que haya sido objeto de una conclusión desfavorable no pueda presentarse de nuevo en virtud de las disposiciones del número **639BP**, la administración notificante podrá pedir a la Junta que inscriba provisionalmente esta asignación en el Registro; un símbolo especial se inscribirá en la columna de Observaciones, indicativo del carácter provisional de esta inscripción. La Junta suprimirá dicho símbolo cuando la administración notificante le haya informado, a la expiración del periodo previsto en el número **639BO**, sobre la ausencia de quejas de interferencia perjudicial.

ADD **639CA** (5) Si la Junta no recibe la confirmación en el plazo previsto en el número **639BY** o **639BZ**, se anulará la inscripción correspondiente.

Sección III. Inscripción de conclusiones en el Registro

ADD **639CB** § 20 Siempre que la Junta inscriba en el Registro una asignación de frecuencia, indicará su conclusión en la columna 13*a* por medio de un símbolo e insertará en la columna de Observaciones una observación indicando los motivos de la misma.

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Sección IV. Categorías de asignaciones de frecuencias

ADD **639CC** § 21 (1) La fecha a inscribir en la columna 2*c* es la fecha de puesta en servicio notificada por la administración interesada. Esta fecha se indica a título de información.

ADD **639CD** (2) Si la utilización de una asignación de frecuencia que no se ajuste a las disposiciones del número **639AS** causa efectivamente interferencia perjudicial en la recepción de cualquier estación que funcione de conformidad con las disposiciones del número **501**, **570AC** o **639AS**, según el caso, la estación que utilice la asignación de frecuencia que no se ajuste a las disposiciones del número **639AS** deberá eliminar inmediatamente esta interferencia, al recibir aviso de la misma.

Sección V. Revisión de las conclusiones

ADD **639CE** § 22 (1) La revisión por la Junta de una conclusión podrá efectuarse:

— a petición de la administración notificante,

— a petición de cualquier otra administración interesada en la cuestión, pero sólo con motivo de una interferencia perjudicial comprobada,

— por propia iniciativa de la Junta, cuando estime que la medida está justificada.

ADD **639CF** (2) A la vista de toda la información de que disponga, la Junta examinará nuevamente la cuestión teniendo en cuenta las disposiciones del número **639AS** y las de los números **639AT** o **639AU**, en los casos que estas disposiciones sean aplicables, y formulará una conclusión apropiada, informando a la administración notificante de esta conclusión, ya sea antes de publicarla, ya sea antes de inscribirla en el Registro.

ADD **639CG** § 23 (1) Después de la utilización durante un periodo razonable de una asignación de frecuencia, inscrita en el Registro a insistencia de la administración notificante, como consecuencia de una conclusión desfavorable respecto del número **639AU**, esta administración puede solicitar de la Junta la revisión de la conclusión. La Junta entonces examinará de nuevo el asunto, previa consulta con las administraciones interesadas.

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ADD **639CH** (2) Si la conclusión de la Junta fuese entonces favorable, se efectuarán en el Registro las modificaciones necesarias para que la inscripción figure como si la conclusión inicial hubiese sido favorable.

ADD **639CI** (3) Si la conclusión relativa a la probabilidad de interferencia perjudicial sigue siendo desfavorable, no se introducirá modificación alguna en la inscripción inicial.

Sección VI. Modificación, anulación y revisión de las inscripciones del Registro

ADD **639CJ** § 24. Si se abandonara definitivamente el uso de una asignación de frecuencia inscrita en el Registro, la administración notificante informará de ello a la Junta en un plazo de noventa días y, en consecuencia, se anulará la inscripción en el Registro.

ADD **639CK** § 25. Siempre que la Junta, a base de la información de que disponga, compruebe que una asignación inscrita no ha sido puesta en servicio regular conforme a las características fundamentales notificadas o no se utiliza conforme a dichas características fundamentales, consultará a la administración notificante y, previa su conformidad, anulará la inscripción de la asignación o efectuará en ella las modificaciones oportunas.

ADD **639CL** § 26. Si, en relación con una investigación efectuada por la Junta según el número **639CK**, la administración notificante no le hubiere suministrado, antes de transcurridos noventa días, la información necesaria o pertinente, la Junta inscribirá en la columna de Observaciones del Registro una observación apropiada en la que se refleje la situación.

Sección VII. Estudios y recomendaciones

ADD **639CM** § 27. (1) Si cualquier administración lo solicitase y si las circunstancias parecieren justificarlo, la Junta, utilizando todos los medios a su disposición que sean apropiados, efectuará un estudio de los casos de presunta contravención o incumplimiento del presente Reglamento, o de los casos de interferencia perjudicial.

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ADD **639CN** (2) La Junta redactará seguidamente un informe, que comunicará a las administraciones interesadas, en el que consigne sus conclusiones y sus recomendaciones para la solución del problema.

ADD **639CO** § 28. En el caso de que, como consecuencia de un estudio, la Junta presente a una o varias administraciones proposiciones o recomendaciones que tiendan a la solución de un problema, y si en un lapso de noventa días no se ha recibido la respuesta de una o varias de las administraciones, la Junta considerará que sus proposiciones o recomendaciones no son aceptadas por las administraciones que no han respondido. Si la administración que ha hecho la petición no respondiere dentro de dicho plazo, la Junta dará por terminado el estudio.

Sección VIII. Disposiciones varias

ADD **639CP** § 29. Las normas técnicas de la Junta deberán basarse en las disposiciones pertinentes del presente Reglamento y de sus apéndices, en las decisiones, cuando sea apropiado, de las Conferencias administrativas de la Unión y en las Recomendaciones del C.C.I.R.

ADD **639CQ** § 30. La Junta pondrá en conocimiento de las administraciones sus conclusiones, las razones en que se basan y las modificaciones efectuadas en el Registro, por medio de la circular semanal a que se refiere el número **497**.

ADD **639CR** § 31. Cuando un Miembro o Miembro asociado de la Unión recurra a las disposiciones del artículo 27 del Convenio, la Junta pondrá sus documentos a disposición de las partes interesadas, si así se le pidiere, para la aplicación de cualquier procedimiento prescrito por el Convenio para la solución de diferencias internacionales.

ANEXO 7

Revisión del artículo 14 del Reglamento de Radiocomunicaciones

El artículo 14 del Reglamento de Radiocomunicaciones se revisa como sigue:

El número 695 queda sustituido por el nuevo texto siguiente:

MOD **695** § 3. Con el fin de evitar las interferencias:

— se escogerá con especial cuidado la ubicación de las estaciones transmisoras y, cuando la naturaleza del servicio lo permita, la de las estaciones receptoras;

— se reducirán lo más posible, cuando la naturaleza del servicio lo permita, la radiación y la recepción en direcciones inútiles, aprovechando para ello al máximo prácticamente posible, las cualidades de las antenas directivas;

— la elección y la utilización de transmisores y receptores se ajustarán a lo dispuesto en el artículo 12.

— las estaciones espaciales deberán estar dotadas de dispositivos adecuados para hacer cesar rápidamente sus emisiones radioeléctricas cuando así sea requerido de conformidad con las disposiciones del presente Reglamento.

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ANEXO 8

Revisión del artículo 15 del Reglamento de Radiocomunicaciones

El artículo 15 del Reglamento de Radiocomunicaciones se revisa como sigue:

Después del número 711, agréguese los nuevos números siguientes:

ADD **711A** § 8A. Cuando el servicio efectuado por una estación terrena sufra interferencia, la administración de que dependa la estación receptora que ha comprobado la interferencia podrá igualmente ponerse en relación con la administración de que dependa la estación interferente.

ADD **711B** § 8B. Siempre que las emisiones de una estación espacial causen interferencias perjudiciales, las administraciones interesadas deberán suministrar, a petición de la administración de que dependa la estación interferida, los datos necesarios de las efemérides que permiten determinar por el cálculo la posición de la estación espacial.

ANEXO 9

Revisión del artículo 19 del Reglamento de Radiocomunicaciones

El artículo 19 del Reglamento de Radiocomunicaciones se revisa como sigue:

El número 735.1 queda sustituido por el nuevo número siguiente:

MOD **735.1** [1] Sin embargo, se reconoce que, en el estado actual de la técnica, para ciertos sistemas radioeléctricos no siempre es posible la transmisión de señales de identificación (por ejemplo en la radiodeterminación, en los sistemas de relevadores radioeléctricos y en los del servicio espacial).

Después del número 737, agréguense los nuevos números siguientes:

ADD **737A** § 2A. En el caso de que la transmisión de señales de identificación por una estación espacial no sea posible, dicha estación debe identificarse por el ángulo de la inclinación de la órbita, el periodo del objeto espacial y la altitud del apogeo y perigeo en kilómetros. Si se trata de una estación espacial a bordo de un satélite estacionario, debe indicarse la longitud geográfica media de la proyección de la posición del satélite sobre la superficie de la Tierra. (Véase también el apéndice 1A.)

Después del número **773**, *agréguese el nuevo número siguiente:*

ADD *Estaciones del servicio espacial*

ADD **773A** § 21A. Cuando se utilicen distintivos de llamada para las estaciones del servicio espacial se recomienda que se formen como sigue:

— dos letras seguidas de dos o tres cifras (no siendo 0 ni 1 la que siga inmediatamente a las letras). (Véase también el número **737A**.)

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ANEXO 10

Revisión del artículo 20 del Reglamento de Radiocomunicaciones

El artículo 20 del Reglamento de Radiocomunicaciones se revisa como sigue:

El número 808 queda sustituido por el nuevo número siguiente:

MOD **808** (VII) *Lista VII. Lista alfabética de distintivos de llamada de las series internacionales, asignados a estaciones que figuran en las Listas I a VI y VIIIA.*

Después del número 811, agréguese el nuevo número siguiente:

ADD **811A** (VIIIA) *Lista VIIIA. Nomenclátor de las estaciones de los servicios espacial y de radioastronomía.*

Esta lista contendrá las características de las estaciones terrenas, de las estaciones espaciales y de las estaciones de radioastronomía. En esta lista, cada categoría de estación ocupará una sección especial.

El número 815 queda sustituido por el nuevo número siguiente:

MOD **815** § 2. (1) El Secretario General publicará las modificaciones que hayan de introducirse en los documentos especificados en los números **790** a **814** del presente artículo. Las administraciones le comunicarán todos los meses, en la misma forma que se indica para las listas en el apéndice 9, las adiciones, modificaciones y supresiones que hayan de hacerse en las listas IV, V y VI, utilizando con tal fin los símbolos que figuran en el apéndice 10. Por otra parte, para efectuar en las listas I, II, III y VIIIA las adiciones, modificaciones y supresiones necesarias, utilizará los datos que le proporcione la Junta Internacional de Registro de Frecuencias, los cuales provienen de las informaciones recibidas en virtud de lo dispuesto en los artículos 9, 9A y 10. En la lista VII efectuará las enmiendas necesarias a base de la información que reciba en relación con las listas I a VI, ambas inclusive, y VIIIA.

10—01

Después del número 829, agréguese el nuevo número siguiente:

ADD **829A** § 10A El Nomenclátor de las estaciones de los servicios espacial y de radioastronomía (Lista VIIIA) se reeditará a intervalos que determinará el Secretario General. Los suplementos recapitulativos se publicarán semestralmente.

El número 831 queda sustituido por el nuevo número siguiente:

MOD **831** § 12. (1) En el apéndice 9 se insertan los modelos a que habrán de ajustarse las listas I a VI, las listas VIII y VIIIA, y la Estadística de radiocomunicaciones. En la introducción a estos documentos se harán las indicaciones necesarias acerca de la manera de utilizarlos. Cada inscripción irá acompañada del símbolo correspondiente, indicado en el apéndice 10, para designar la categoría de estación de que se trate. El Secretario General podrá elegir símbolos suplementarios cuando sea necesario y notificará los nuevos símbolos a las administraciones.

10—02

ANEXO 11

Revisión del apéndice 1 del Reglamento de Radiocomunicaciones

El apéndice 1 del Reglamento de Radiocomunicaciones se revisa como sigue:

NOC **Sección A. Características esenciales que deben suministrarse al hacer una notificación en cumplimiento del número 486 del Reglamento**

MOD *Columna 5a* Localidad(es) o zona(s) con la(s) que se establece la comunicación.

No es una característica esencial en el caso de las estaciones terrestres, terrestres de radionavegación, terrestres de radiolocalización, de frecuencias patrón y terrestres del servicio de ayudas a la meteorología.

MOD *Columna 5b* Longitud de cada circuito (km)

Es una característica esencial sólo en el caso de las estaciones terrestres, terrestres de radionavegación, terrestres de radiolocalización y de frecuencias patrón.

MOD Información complementaria: frecuencia(s) de referencia, en caso necesario y, según el caso, toda información relativa a la coordinación requerida en el número **492A**.

NOC **Sección B. Características esenciales que deben suministrarse al hacer una notificación en cumplimiento del número 487 del Reglamento**

MOD *Columna 4b* País donde está ubicada la estación terrestre de recepción.

MOD *Columna 4c* Longitud y latitud de la ubicación de la estación terrestre de recepción.

MOD *Columna 5a* Nombre de la estación terrestre de recepción.

MOD *Columna 5b* Distancia máxima (en km) entre las estaciones móviles y la estación terrestre.

11—01

MOD	*Columna 6*	Clase de las estaciones móviles y naturaleza del servicio.
MOD	*Columna 7*	Clase de emisión y anchura de banda necesaria de las estaciones móviles.
MOD	*Columna 8*	La potencia máxima de las estaciones móviles.
MOD	*Columna 10*	Horario máximo de funcionamiento de las estaciones móviles (T.M.G.).
ADD		Información complementaria: toda información relativa a la coordinación requerida en el número **492A**, en caso necesario.

Título sin modificar **Sección C.**

ADD Información complementaria: toda información relativa a la coordinación requerida en el número **492A**, en caso necesario.

Título sin modificar **Sección E.II**

MOD	*Columna 4b (recepción)*	El país en que se encuentre ubicada la estación terrestre receptora.
MOD	*Columna 4c (recepción)*	Las coordenadas geográficas (en grados y minutos) de la ubicación de la estación terrestre receptora.
MOD	*Columna 5a punto 3*	Para las estaciones terrestres, terrestres de radionavegación, terrestres de radiolocalización, de frecuencias patrón y terrestres del servicio de ayudas a la meteorología, no habrá necesidad de indicar dato alguno en esta columna.
MOD	*Columna 5a punto 5*	En caso de una frecuencia que se utilice para la recepción en las condiciones estipuladas en el número **487**, indíquese el nombre de localidad por el cual se conoce la estación terrestre receptora, o el de la localidad en que está situada.
MOD	*Columna 5b punto 2*	En el caso de una frecuencia que se utilice para recepción en las condiciones estipuladas en el número **487**, indíquese la distancia máxima entre las estaciones móviles y la estación terrestre receptora.

11—02

MOD	*Columna 5b punto 3*	Esta información no es una característica esencial, *salvo en el caso del punto 2 anterior y en el de estaciones terrestres, terrestres de radionavegación, terrestres de radiolocalización y de frecuencias patrón. En estos últimos casos, las distancias indicadas deberán representar los alcances de servicio.*
MOD	*Columna 6 punto 2*	En el caso de una frecuencia que se utilice para la recepción en las condiciones estipuladas en el número **487**, indíquese la clase de estación y la naturaleza de servicio que se apliquen a las estaciones móviles.
MOD	*Columna 7 punto 2*	En el caso de una frecuencia que se utilice para la recepción, en las condiciones estipuladas en el número **487**, indíquense las características de las estaciones móviles.
MOD	*Columna 8 punto 5*	Cuando la asignación de frecuencia sea utilizada para la recepción en las condiciones estipuladas en el número **487**, indíquese la potencia de las estaciones móviles. Si éstas no son todas de la misma potencia, indíquese la mayor.
MOD	*Columna 10 punto 1*	Cuando la asignación de frecuencia se utiliza para la recepción por una estación en las condiciones estipuladas en el número **487**, el horario máximo de funcionamiento debe referirse a las estaciones móviles.
Título sin modificar	**Información complementaria**	
MOD	*punto 5*	*Unicamente la información especificada en el punto 3 precedente es una característica esencial. Además se recomienda suministrar la información relativa a los puntos 1 y 2. Sin embargo, en el caso de las estaciones del servicio fijo y móvil mencionadas en el número 492A, son características esenciales el nombre de cualquier administración con la cual se ha tratado de coordinar el uso de la frecuencia y el nombre de toda administración con la que se haya efectuado la coordinación.*

11—03

ANEXO 12

Adición de un nuevo apéndice (Apéndice 1A) al Reglamento de Radiocomunicaciones

A continuación del apéndice 1 del Reglamento de Radiocomunicaciones, agréguese el nuevo apéndice siguiente:

APÉNDICE 1A

Notificaciones relativas a estaciones de los servicios espacial y de radioastronomía

(Véase el artículo 9A)

Sección A. Instrucciones generales

1. En la forma que convenga a la administración notificante, se enviará a la Junta Internacional de Registro de Frecuencias una notificación por separado para comunicar:

— cada nueva asignación de frecuencia;

— toda modificación de características de una asignación de frecuencia inscrita en el Registro Internacional de Frecuencias (llamado en adelante Registro);

— toda anulación total de una asignación de frecuencia inscrita en el Registro.

2. Toda notificación de asignación para las estaciones transmisoras o receptoras a que se refieren los números **639AA** y **639AB**, respectivamente, se hará por separado a la Junta. Cuando se trate de un sistema de satélites pasivos, sólo se notificarán las asignaciones para las estaciones terrenas, transmisoras y receptoras.

3. En el caso de un sistema de satélites que comprenda varias estaciones espaciales de las mismas características generales:

— si se trata de satélites estacionarios, se enviará una notificación por cada estación espacial, y

— si se trata de satélites no estacionarios, se enviará una notificación para todas las estaciones espaciales.

4. En la notificación deberá facilitarse la siguiente información:

a) Número de orden de la notificación y fecha en que ésta se envía a la Junta;

b) Nombre de la administración notificante;

c) Datos suficientes para identificar el sistema de satélites en que ha de funcionar la estación terrena o espacial;

d) Si la notificación se refiere:

1) a la primera utilización de una frecuencia por una estación;

2) a la primera utilización de una frecuencia adicional por una estación;

3) a un cambio de las características de una asignación de frecuencia inscrita en el Registro (indíquese si se trata de una sustitución, de una adición o de una supresión de características existentes), o

4) a la anulación de una asignación con todas las características notificadas;

e) Cualquier otra información que la administración considere pertinente, por ejemplo, disposiciones especiales de canales o métodos de modulación, grado en que el terreno produce un efecto de pantalla en cualquier acimut respecto de la estación terrena, indicación de que la asignación considerada se explotará de conformidad con el número **115**, información sobre la utilización de la frecuencia notificada si esa utilización es restringida o, tratándose de notificaciones relativas a estaciones espaciales, si las emisiones de la estación se interrumpirán indefinidamente después de cierto periodo.

Sección B. Características esenciales que deben suministrarse en las notificaciones relativas a frecuencias utilizadas por estaciones terrenas para la transmisión

Punto 1 Frecuencia asignada

Indíquese la frecuencia asignada tal y come se define en el artículo 1, en kc/s hasta 30 000 kc/s inclusive, y en Mc/s a partir de 30 000 kc/s.

12—02

Punto 2 Fecha de puesta en servicio

a) En el caso de una nueva asignación insértese la fecha efectiva o prevista, según el caso, de puesta en servicio de la asignación.

b) Siempre que se modifique alguna de las características esenciales de la asignación, indicadas en esta sección, excepto aquellas que figuran en los puntos *3* ó *4a*, la fecha a indicar será la del último cambio, efectiva o prevista, según el caso.

Punto 3 Distintivo de llamada (señal de identificación)

Indíquese el distintivo de llamada u otra señal de identificación utilizada de acuerdo con el artículo 19.

Punto 4 Nombre y ubicación de la estación terrena

a) Indíquese el nombre por el cual se conoce la estación o el de la localidad en que está situada.

b) Indíquese el país en que está ubicada la estación. Se utilizarán para ello los símbolos del Prefacio de la Lista internacional de frecuencias.

c) Indíquense las coordenadas geográficas (en grados y minutos) de la ubicación del transmisor.

Punto 5 Estación(es) con la(s) que se establece la comunicación

Indíquese la identidad de la estación o estaciones espaciales receptoras asociadas a la estación terrena remitiéndose a la notificación de las mismas o mediante cualquier otra forma apropiada; en el caso de un satélite pasivo, indíquese la identidad del satélite y la ubicación de la (o de las) estaciones terrenas receptoras.

Punto 6 Clase de estación y naturaleza del servicio

Indíquese la clase de estación y la naturaleza del servicio utilizando los símbolos del apéndice 10.

Punto 7 Clase de emisión, anchura de banda necesaria y descripción de la transmisión

12—03

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a) Indíquense la clase de emisión, la anchura de banda necesaria y la descripción de la transmisión, de conformidad con el artículo 2 y con el apéndice 5.

b) Siempre que en una emisión determinada haya una o más frecuencias de referencia, indíquense.

Punto 8 Potencia (en kW)

Según sea la clase de emisión, la potencia suministrada a la antena se notificará como sigue:

— Potencia media (Pm), si se trata de emisiones moduladas en amplitud con portadora completa no manipulada, o de emisiones cualesquiera de modulación de frecuencia (véase el número **96**);

— Potencia de cresta (Pp), si se trata de una emisión diferente de las que se mencionan en el párrafo anterior (véase el número **95**).

Punto 9 Características de la antena de transmisión

a) Indíquese en grados, a partir del plano horizontal, el ángulo mínimo previsto de elevación de la antena.

b) Indíquese, en grados, a partir del Norte verdadero (en el sentido del movimiento de las agujas del reloj), los limites entre los cuales el acimut de la antena puede variar.

c) Indíquese la anchura del haz, en grados, entre los puntos en que la potencia se reduce a la mitad (si el haz no es simétrico, descríbase en detalle).

d) Indíquese la ganancia isótropa (db) de la antena en la dirección de máxima radiación (véase el número **100**).

e) Indíquese la ganancia isótropa máxima (db) de la antena en el plano horizontal para cualquier ángulo de elevación superior al ángulo mínimo de elevación (véase el número **100**).

12—04

f) Indíquese la altura (en metros) de la antena sobre el nivel medio del mar.

Punto 10 Horario máximo de funcionamiento

Indíquese en T.M.G. el horario máximo de funcionamiento en la frecuencia indicada en el *punto 1*.

Punto 11 Coordinación

Indíquese el nombre de toda administración con la que se haya coordinado la utilización de la frecuencia y, en su caso, el nombre de toda administración a la que se haya pedido la coordinación pero con la que ésta no se haya efectuado.

Punto 12 Administración o compañía explotadora

Indíquese la identidad de la administración o compañía explotadora y las direcciones postal y telegráfica de la administración a la que hayan de dirigirse comunicaciones urgentes sobre interferencia, calidad de las emisiones y cuestiones relativas a la explotación técnica de las estaciones (véase el artículo 15).

Sección C. Características esenciales que deben suministrarse en las notificaciones relativas a frecuencias utilizadas por estaciones terrenas para la recepción

Punto 1 Frecuencia asignada

Indíquese la frecuencia asignada de la emisión que ha de recibirse, tal y como se define en el artículo 1, en kc/s hasta 30 000 kc/s inclusive, y en Mc/s a partir de 30 000 kc/s.

Punto 2 Fecha de puesta en servicio

a) En el caso de una nueva asignación, insértese la fecha efectiva o prevista, según el caso, en que ha de comenzar la recepción en la frecuencia asignada.

b) Siempre que se modifique alguna de las características esenciales de la asignación indicadas en esta sección, excepto aquella que figure en el *punto 3 a)*, la fecha a indicar será la del último cambio, efectiva o prevista, según el caso.

Punto 3 Nombre y ubicación de la estación terrena receptora

a) Indíquese el nombre por el cual se conoce la estación receptora o el de la localidad en que está situada.

b) Indíquese el país en que está situada la estación terrena receptora. Se utilizarán para ello los símbolos del Prefacio a la Lista internacional de frecuencias.

c) Indíquense las coordenadas geográficas (en grados y minutos) de la ubicación del receptor.

Punto 4 Estación(es) transmisora(s) asociada(s) a la estación terrena

Indíquese la identidad de la estación o estaciones espaciales transmisoras asociadas a la estación terrena, remitiéndose a la notificación de esta o estas estaciones, o de otra manera apropiada o, en el caso de un satélite pasivo, la identidad del satélite o satélites y de la estación o estaciones terrenas transmisoras asociadas.

Punto 5 Clase de estación y naturaleza del servicio

Indíquese la clase de estación y la naturaleza del servicio efectuado, utilizando los símbolos del apéndice 10.

Punto 6 Clase de emisión, anchura de banda necesaria y descripción de la transmisión que ha de recibirse

a) Indíquese la clase de emisión, la anchura de banda necesaria y la descripción de la transmisión que ha de recibirse, de conformidad con el artículo 2 y con el apéndice 5. Indíquese también la anchura de la banda de paso del receptor para la cual la respuesta es inferior en 6 db a la máxima.

b) Siempre que en una emisión recibida haya una o más frecuencias de referencia, indíquense.

Punto 7 Características de la antena receptora de una estación terrena

a) Indíquese en grados, a partir del plano horizontal, el ángulo mínimo previsto de elevación de la antena.

b) Indíquese, en grados, a partir del Norte verdadero (en el sentido del movimiento de las agujas del reloj) entre los cuales el acimut de la antena puede variar.

c) Indíquese la anchura del haz, en grados, entre los puntos en que la potencia se reduce a la mitad (si el haz no es simétrico, descríbase en detalle).

d) Indíquese la ganancia isótropa (db) de la antena en la dirección de máxima radiación (véase el número **100**).

e) Indíquese la ganancia isótropa máxima (db) de la antena en el plano horizontal para cualquier ángulo de elevación superior al ángulo mínimo de elevación (véase el número **100**).

f) Indíquese la altura (en metros) de la antena sobre el nivel medio del mar.

Punto 8 Horario máximo de funcionamiento

Indíquese en T.M.G. el horario máximo de recepción en la frecuencia indicada en el *Punto 1*.

Punto 9 Coordinación

Indíquese el nombre de toda administración con la que se haya coordinado la utilización de la frecuencia y, en su caso, el nombre de toda administración a la que haya pedido la coordinación pero con la que ésta no se haya efectuado.

Punto 10 Temperatura de ruido

Indíquese en grados Kelvin la temperatura de ruido del conjunto del sistema receptor en funcionamiento en condiciones de «cielo sereno», para el valor mínimo del ángulo de elevación de la antena.

Punto 11 Administración o compañía explotadora

Indíquese la identidad de la administración o compañía explotadora y las direcciones postal y telegráfica de la administración a la que hayan de dirigirse comunicaciones urgentes sobre interferencia y cuestiones relativas a la explotación técnica de las estaciones (véase el artículo 15).

12—07

Sección D. Características esenciales que deben suministrarse en las notificaciones relativas a frecuencias utilizadas por estaciones espaciales para la transmisión

Punto 1 Frecuencia asignada

Indíquese la frecuencia asignada tal como se define en el artículo 1, en kc/s hasta 30 000 kc/s inclusive, y en Mc/s a partir de 30 000 kc/s.

Punto 2 Fecha de puesta en servicio

a) En el caso de una nueva asignación, insértese la fecha efectiva o prevista, según el caso, de puesta en servicio de la asignación.

b) Siempre que se modifique alguna de las características esenciales de la asignación indicadas en esta sección, excepto aquellas que figuran en los puntos *3* ó *4*, la fecha a indicar será la del último cambio, efectiva o prevista, según el caso.

Punto 3 Distintivo de llamada (señal de identificación)

Indíquese el distintivo de llamada u otra señal de identificación utilizada de conformidad con el artículo 19.

Punto 4 Nombre de la(s) estación(es) espacial(es)

Indíquese el nombre de la(s) estación(es) espacial(es).

Punto 5 Zona de servicio

Indíquese la zona de servicio proyectada o el nombre de la localidad y del país en que está(n) ubicada(s) la(s) estación(es) receptora(s) asociada(s) a la(s) estación(es) espacial(es).

Punto 6 Información relativa a la órbita

Indíquese, cuando proceda, el ángulo de inclinación de la órbita, el periodo espacial y la altitud en kilómetros

del apogeo y perigeo. Si se trata de una estación espacial a bordo de un satélite estacionario, indíquese la longitud geográfica media de la proyección de la posición del satélite sobre la superficie de la Tierra.

Punto 7 Clase de estación y naturaleza del servicio

Indíquese la clase de estación y la naturaleza del servicio utilizando los símbolos del apéndice 10.

Punto 8 Clase de emisión, anchura de banda necesaria y descripción de la transmisión

a) Indíquense la clase de emisión, la anchura de banda necesaria y la descripción de la transmisión, de conformidad con el artículo 2 y el apéndice 5.

b) En caso de que en una emisión determinada haya una o más frecuencias de referencia, indíquense.

Punto 9 Potencia (en W)

Según sea la clase de emisión, la potencia suministrada a la antena se notificará como sigue:

— Potencia media (Pm), si se trata de emisiones moduladas en amplitud con portadora completa no manipulada, o de emisiones cualesquiera de modulación de frecuencia (véase el número **96**).

— Potencia de cresta (Pp), si se trata de una emisión diferente de las que se mencionan en el párrafo anterior. (Véase el número **95**).

Punto 10 Características de la antena de transmisión

a) Indíquese la anchura del haz, en grados, entre los puntos en que la potencia se reduce a la mitad (si el haz no es simétrico, descríbase en detalle).

12—09

b) Indíquese la ganancia isótropa (db) de la antena en la dirección de la radiación máxima (véase el número **100**).

c) Para los satélites estacionarios que utilicen antenas directivas, indíquese el punto de la superficie de la Tierra hacia el que está orientada la antena y la precisión con que se mantiene tal orientación.

Punto 11 Horario máximo de funcionamiento

Indíquese en T.M.G. el horario máximo de funcionamiento en la frecuencia indicada en el *punto 1*.

Punto 12 Número de estaciones espaciales

Si se trata de satélites no estacionarios, indíquese el número de estaciones espaciales a que se refiere la notificación.

Punto 13 Administración o compañía explotadora

Indíquese la identidad de la administración o compañía explotadora y las direcciones postal y telegráfica de la administración a la que hayan de dirigirse comunicaciones urgentes sobre interferencia, calidad de las emisiones y cuestiones relativas a la explotación técnica de las estaciones (véase el artículo 15).

Sección E. Características esenciales que deben suministrarse en las notificaciones relativas a frecuencias utilizadas por estaciones espaciales para la recepción

Punto 1 Frecuencia asignada

Indíquese la frecuencia asignada de la emisión que se ha de recibir, tal y como se define en el artículo 1, en kc/s hasta 30 000 kc/s inclusive, y en Mc/s a partir de 30 000 kc/s.

Punto 2 Fecha de puesta en servicio

a) En el caso de una nueva asignación, insértese la fecha efectiva o prevista, según el caso, en que haya de comenzar la recepción en la frecuencia asignada.

b) Siempre que se modifique alguna de las características esenciales de la asignación indicadas en esta sección, excepto aquellas que figuran en el punto *3*, la fecha a indicar será la del último cambio, efectiva o prevista, según el caso.

Punto 3 Nombre de la estación espacial receptora

Indíquese el nombre de la estación espacial receptora.

Punto 4 Información relativa a la órbita

Indíquense, cuando proceda, el ángulo de inclinación de la órbita, el periodo del objeto espacial y la altitud en kilómetros del apogeo y perigeo. Si se trata de una estación espacial a bordo de un satélite estacionario, indíquese la longitud geográfica media de la proyección de la posición del satélite sobre la superficie de la Tierra.

Punto 5 Estación(es) terrena(s) transmisora(s) asociada(s) a la(s) estación(es) espacial(es)

Indíquese la identidad de la estación o estaciones terrenas transmisoras asociadas a la(s) estación(es) espacial(es) remitiéndose a la notificación de esta o estas estaciones, o de otra manera apropiada.

Punto 6 Clase de estación y naturaleza del servicio

Indíquese la clase de estación y la naturaleza del servicio efectuado, utilizando los símbolos del apéndice 10.

Punto 7 Clase de emisión, anchura de banda necesaria y descripción de la transmisión o transmisiones que han de recibirse

a) Indíquense la clase de emisión, la anchura de banda necesaria y la descripción de la transmisión o transmisiones que han de recibirse, de conformidad con el artículo 2 y con el apéndice 5. Indíquese también la anchura de la banda de paso del receptor para la cual la respuesta es inferior en 6 db a la máxima. En el caso de una estación espacial de satélite de telecomunicación destinada a recibir una señal compuesta

de dos o más emisiones en canales adyacentes transmitidas desde una o más estaciones terrenas, se indicará en la descripción el número de tales emisiones, la separación entre sus frecuencias asignadas y la anchura de banda total que todas ellas ocupen.

b) Siempre que en una emisión recibida determinada haya una o más frecuencias de referencia, indíquense.

Punto 8 Características de la antena receptora de una estación espacial

a) Indíquese la anchura del haz, en grados, entre los puntos en que la potencia se reduce a la mitad (si el haz no es simétrico, descríbase en detalle).

b) Indíquese la ganancia isótropa (db) de la antena en la dirección de la radiación máxima (véase el número **100**).

c) Para los satélites estacionarios que utilicen antenas directivas indíquese el punto de la superficie de la Tierra hacia el que está orientada la antena y la precisión con que se mantiene tal orientación.

Punto 9 Horario máximo de recepción

Indíquese en T.M.G. el horario máximo de recepción en la frecuencia indicada en el *punto 1*.

Punto 10 Número de estaciones espaciales

Si se trata de satélites no estacionarios, indíquese el número de estaciones espaciales a que se refiere la notificación.

Punto 11 Temperatura de ruido

Indíquese en grados Kelvin la temperatura del conjunto del sistema receptor.

Punto 12 Administración o compañía explotadora

Indíquese la identidad de la administración o compañía explotadora y las direcciones postal y telegráfica de la administración a la que hayan de dirigirse comunicaciones urgentes sobre interferencias y cuestiones relativas a la explotación técnica de las estaciones (véase el artículo 15).

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Sección F. Características esenciales que han de suministrarse en las notificaciones relativas a frecuencias utilizadas por las estaciones de radioastronomía para la recepción

Punto 1 Frecuencia observada

Indíquese el centro de la banda de frecuencias observada, en kc/s hasta 30 000 kc/s inclusive, y en Mc/s a partir de 30 000 kc/s.

Punto 2 Fecha de puesta en servicio

a) Indíquese la fecha efectiva o prevista, según el caso, en que se comienza la recepción en la banda de frecuencias.

b) Siempre que se modifique alguna de las características esenciales indicadas en esta sección, excepto aquellas que figuran en el punto 3*b*, la fecha a indicar será la del último cambio, efectiva o prevista, según el caso.

Punto 3 Nombre y ubicación de la estación

a) Indíquense las letras « RA ».

b) Indíquese el nombre por el cual se conoce la estación o el de la localidad en que está situada o ambos.

c) Indíquese el país en que está situada la estación. Se utilizarán para ello los símbolos del Prefacio a la Lista internacional de frecuencias.

d) Indíquense las coordenadas geográficas (en grados y minutos) de la ubicación de la estación.

Punto 4 Anchura de banda

Indíquese la anchura de la banda de frecuencias observada por la estación.

Punto 5 Características de antena

Indíquese el tipo de antena y sus dimensiones, su superficie efectiva y los límites entre los cuales puede variar su acimut y su ángulo de elevación.

Punto 6 Horario máximo de recepción

Indíquese en T.M.G. el horario máximo de recepción en la banda de frecuencia indicada en el *punto 1*.

Punto 7 Temperatura de ruido

Indíquese en grados Kelvin la temperatura de ruido del conjunto del sistema receptor.

Punto 8 *Clase de las observaciones*

Indíquese la clase de las observaciones que han de efectuarse en la banda de frecuencias indicada en el *punto 1*. Las observaciones de la clase A son aquellas en que la sensibilidad del equipo no es un factor primordial. Las observaciones de la clase B son aquellas que sólo pueden efectuarse con receptores modernos de bajo nivel de ruido y muy perfeccionados.

Punto 9 Administración o compañía explotadora

Indíquese la identidad de la administración o compañía explotadora y las direcciones postal y telegráfica de la administración a la que hayan de dirigirse comunicaciones urgentes sobre interferencia y cuestiones relativas a la explotación técnica de las estaciones (véase el artículo 15).

Lista VIIIA. Nomenclátor de las estaciones de los servicios espacial y de radioastronomía [1])

1. *Estaciones terrenas de telecomunicación por satélites*

Nombres de los países notificantes, por orden alfabético de símbolos de país

Nombres de las estaciones, por orden alfabético

			Transmisión						Recepción								
			Telemando, si es necesario			Radio-comunicación			Telemedida		Seguimiento		Radio-comunicación				Observaciones
Nombre por el cual se conoce la estación o de la localidad en que está situada	Coordenadas geográficas (en grados y minutos) de la ubicación de la estación	Distintivo de llamada (señal de identificación)	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Potencia (en kW)	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Potencia (en kW)	Frencuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Identidad de la(s) estación(es) con la(s) que se establece la comunicación	Administración o compañía explotadora	1. Disposición especial de los canales para: *a)* la telegrafía *b)* la telefonía *c)* otros tipos de radiocomunicacion, según el caso 2. Métodos especiales de modulación.
1	2	3	4a	4b	4c	5a	5b	5c	6a	6b	7a	7b	8a	8b	9	10	11

[1]) En los casos en que esta información deba suministrarse, véanse los números **639AA**, **639AB** y **639AC**.

ANEXO 13

Revisión del apéndice 9 del Reglamento de Radiocomunicaciones

El apéndice 9 del Reglamento de Radiocomunicaciones se revisa como sigue:

2. *Estaciones espaciale de satélite de telecomunicación*

Nombres de los países notificantes, por orden alfabético de símbolos de país

Nombres de las estaciones, por orden alfabético y/o numérico de su designación

Nombre de la estación	Distintivo de llamada (señal de identificación)	Transmisión									Recepción				Zona de servicio o nombre de la localidad y del país en que está(n) ubicada(s) la(s) estación(es) receptora(s) asociada(s) a la(s) estación(es) espacial(es)	Administración o compañía explotadora	Observaciones
		Telemedida			Seguimiento			Radio-comunicación			Telemando, si es necesario		Radio-comunicación				
		Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Potencia (en W)	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Potencia (en W)	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Potencia (en W)	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión			1. *Datos relativos a la órbita* *a)* Ángulo de inclinación de la órbita *b)* Periodo del objeto espacial *c)* Altitud del apogeo en km *d)* Altitud del perigeo en km *e)* Si se trata de un satélite estacionario, longitud geográfica media de la proyección de la posición del satélite sobre la superficie de la Tierra 2. Disposición especial de los canales para: *a)* la telegrafía *b)* la telefonía *c)* otros tipos de radiocomunicaciones, según el caso 3. Métodos especiales de modulación
1	2	3a	3b	3c	4a	4b	4c	5a	5b	5c	6a	6b	7a	7b	8	9	10

3. *Estaciones terrenas de meteorología por satélites*

Nombres de los países notificantes, por orden alfabético de símbolos de país

Nombres de las estaciones, por orden alfabético

| | | |

4. Estaciones espaciales de satélite de meteorología

Nombres de los países notificantes, por orden alfabético de símbolos de país
Nombres de las estaciones, por orden alfabético y/o numérico de su designación

Nombre de la estación	Distintivo de llamada (señal de identificación)	Transmisión									Recepción		Zona de servicio o nombre de la localidad y del país en que está ubicada la estación receptora asociada a la(s) estación(es) espacial(es)	Administración o compañía explotadora	Observaciones
		Telemedida			Seguimiento			Transmisión de información meteorológica			Telemando, si es necesario				
		Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Potencia (en W)	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Potencia (en W)	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Potencia (en W)	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión			
1	2	3a	3b	3c	4a	4b	4c	5a	5b	5c	6a	6b	7	8	9

1. *Datos relativos a la órbita*
   - *a)* Ángulo de inclinación de la órbita
   - *b)* Periodo del objeto espacial
   - *c)* Altitud del apogeo en km
   - *d)* Altitud del perigeo en km
   - *e)* Si se trata de un satélite estacionario, longitud geográfica media de la proyección de la posición del satélite sobre la superficie de la Tierra
2. *Disposición especial de los canales para:*
   - *a)* la telegrafía
   - *b)* la telefonía
   - *c)* otros tipos de radiocomunicaciones, según el caso
3. *Métodos especiales de modulación*

5. Estaciones terrenas de radionavegación por satélites

Nombres de los países notificantes, por orden alfabético de símbolos de país

Nombres de las estaciones, por orden alfabético

1	2	3	4a	4b	4c	5a	5b	6a	6b	7a	7b	8	9	10
Nombre por el cual se conoce la estación o de la localidad en que está situada	Coordenadas geográficas (en grados y minutos) de la ubicación de la estación	Distintivo de llamada (señal de identificación)	Transmisión			Recepción						Identidad de la(s) estación(es) con la(s) que se establece la comunicación	Administración o compañía explotadora	Observaciones
			Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Potencia (en kW)	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión			Métodos especiales de modulación
			Telemando, si es necesario			Telemedida		Seguimiento		Recepción de la información complementaria necesaria a la radionavegación				

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6. Estaciones espaciales de satélite de radionavegación

Nombres de los países notificantes, por orden alfabético de símbolos de país

Nombres de las estaciones, por orden alfabético y/o numérico de su designación

Nombre de la estación	Distintivo de llamada (señal de identificación)	Transmisión									Recepción		Zona de servicio o nombre de la localidad y del país en que está(n) ubicada(s) la(s) estación(es) receptora(s) asociada(s) a la(s) estación(es) espacial(es)	Administración o compañía explotadora	Observaciones
		Telemedida			Seguimiento			Transmisión de la información complementaria necesaria a la radionavegación			Telemando, si es necesario				
		Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Potencia (en W)	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Potencia (en W)	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Potencia (en W)	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión			
1	2	3a	3b	3c	4a	4b	4c	5a	5b	5c	6a	6b	7	8	9
															1. *Datos relativos a la órbita* *a)* Ángulo de inclinación de la órbita *b)* Periodo del objeto espacial *c)* Altitud del apogeo en km *d)* Altitud del perigeo en km *e)* Si se trata de un satélite estacionario, longitud geográfica media de la proyección de la posición del satélite sobre la superficie de la Tierra 2. *Disposición especial de los canales para:* *a)* la telegrafía *b)* la telefonía *c)* otros tipos de radiocomunicaciones, según el caso 3. *Métodos especiales de modulación*

7. Estaciones terrenas para la investigación del espacio

Nombres de los países notificantes, por orden alfabético de símbolos de país

Nombres de las estaciones, por orden alfabético

			Transmisión			Recepción								Observaciones
			Telemando, si es necesario			Telemedida		Seguimiento		Recepción de la información sobre investigaciones				Características especiales de la estación y objeto de las investigaciones
1	2	3	4a	4b	4c	5a	5b	6a	6b	7a	7b	8	9	10
Nombre por el cual se conoce la estación o de la localidad en que está situada	Coordenadas geográficas (en grados y minutos) de la ubicación de la estación	Distintivo de llamada (señal de identificación)	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Potencia (en kW)	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Identidad de la(s) estación(es) con la(s) que se establece la comunicación	Administración o compañía explotadora	

8. Estaciones espaciales para la investigación del espacio

Nombres de los países notificantes, por orden alfabético de símbolos de país

Nombres de las estaciones, por orden alfabético y/o numérico de su designación

Nombre de la estación	Distintivo de llamada (señal de identificación)	Transmisión									Recepción		Zona de servicio o nombre de la localidad y del país en que está ubicada la estación receptora asociada a la(s) estación(es) espacial(es)	Administración o compañía explotadora	Observaciones
		Telemedida			Seguimiento			Transmisión de la información sobre investigaciones			Telemando, si es necesario				
		Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Potencia (en W)	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Potencia (en W)	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión	Potencia (en W)	Frecuencia (Mc/s o Gc/s)	Clase de emisión, anchura de banda necesaria y descripción de la transmisión			1. *En el caso de un satélite de la Tierra datos relativos a la órbita* *a)* Ángulo de inclinación de la órbita *b)* Periodo del objeto espacial *c)* Altitud del apogeo en km *d)* Altitud del perigeo en km *e)* Si se trata de un satélite estacionario, longitud geográfica media de la proyección de la posición del satélite sobre la superficie de la Tierra 2. En el caso de una sonda espacial, indicación general de su trayectoria 3. Métodos especiales de modulación
1	2	3a	3b	3c	4a	4b	4c	5a	5b	5c	6a	6b	7	8	9

9. *Estaciones de radioastronomía*

Nombres de los países notificantes, por orden alfabético de símbolos de país
Nombre de las estaciones, por orden alfabético

Nombre por el cual se conoce la estación o de la localidad en que está situada	Coordenadas geográficas (en grados y minutos) de la ubicación de la estación	Centro de la banda de frecuencias observada (Mc/s o Gc/s)	Anchura de las bandas de frecuencias observadas por la estación	Características de antena	Horario máximo de recepción (T.M.G.)	Temperatura de ruido (grados K)	Clase de observaciones	Administración o compañía explotadora	Observaciones
1	2	3	4	5	6	7	8	9	10
									Cualquier otra característica especial de la estación con inclusión de: 1) altitud en metros sobre el nivel del mar, 2) principales características de la antena, 3) objeto de las observaciones.

ANEXO 14

Revisión del apéndice 10 del Reglamento de Radiocomunicaciones

El apéndice 10 del Reglamento de Radiocomunicaciones se revisa como sigue:

Insértense por orden alfabético los nuevos símbolos siguientes:

EC	Estación espacial de satélite de telecomunicaciones
ED	Estación espacial de telemando espacial
EH	Estación espacial para la investigación del espacio
EK	Estación espacial de seguimiento espacial
EM	Estación espacial de satélite de meteorología
EN	Estación espacial de satélite de radionavegación
ER	Estación espacial de telemedida espacial
RA	Estación de radioastronomía
TC	Estación terrena de telecomunicación por satélite
TD	Estación terrena de telemando espacial
TH	Estación terrena para la investigación del espacio
TK	Estación terrena de seguimiento espacial
TM	Estación terrena de meteorología por satélites
TN	Estación terrena de radionavegación por satélites
TR	Estación terrena de telemedida espacial

PROTOCOLO ADICIONAL A LOS REGLAMENTOS DE RADIOCOMUNICACIONES

PROTOCOLO ADICIONAL

En el momento de proceder a la firma de las Actas de la Conferencia Administrativa Extraordinaria de Radiocomunicaciones, Ginebra 1963, los delegados que suscriben toman nota de que las reservas siguientes han sido formuladas por ciertos signatarios.

REPÚBLICA ARGENTINA

La Delegación argentina declara que su país no reconoce las asignaciones de frecuencias que directa o indirectamente puedan efectuarse para todos los servicios, en cualquier porción del espectro radioeléctrico, para las Islas Malvinas, Islas Georgias del Sur, Islas Sandwich del Sur, aclarando que la no mención de otros territorios no deberá interpretarse como un renunciamiento a la soberanía que la República tiene sobre ellos, territorios sobre los cuales la República Argentina ejerce los derechos de soberanía, si tales asignaciones se realizan a nombre de otra u otras potencias. En todo caso la República Argentina se reserva el derecho de utilizar como propias las frecuencias radioélectricas que se asignen en las condiciones referidas.

CUBA

Al firmar en nombre de la República de Cuba las Actas Finales de la Conferencia Administrativa Extraordinaria de Radiocomunicaciones Espaciales, Ginebra, 1963, la Delegación de Cuba hace la siguiente declaración:

Considerando:

a) que no se ha confeccionado un plan mundial para el servicio de radiocomunicaciones espaciales;

b) que no se han adoptado principios que garanticen una participación equitativa de todos los países en el servicio de las radiocomunicaciones espaciales;

c) que algunas de las cláusulas contenidas en el procedimiento de notificación de frecuencias y de coordinación no satisfacen los intereses de Cuba;

d) que se han introducido cambios en el Cuadro de distribución de bandas de frecuencias que pudieran perjudicar la operación normal de las radiocomunicaciones cubanas.

En consecuencia, Cuba hace formal reserva de completa libertad de acción y del derecho a no aceptar aquellas disposiciones de la Conferencia Administrativa Extraordinaria de Radiocomunicaciones Espaciales, Ginebra, 1963, que comprometan los intereses de Cuba.

ESTADOS UNIDOS DE AMÉRICA Y TERRITORIOS DE LOS ESTADOS UNIDOS DE AMÉRICA

Las Delegaciones de los Estados Unidos de América y de los Territorios de los Estados Unidos de América, al firmar las Actas finales de la Conferencia Administrativa Extraordinaria de Radiocomunicaciones, Ginebra, 1963, declaran lo siguiente:

1. Entre todos los países de la Región 2 ha existido siempre, hasta ahora, íntima cooperación y completo acuerdo en lo que respecta a la aplicación del Cuadro de distribución de bandas de frecuencias contenido en el Reglamento de Radiocomunicaciones de la Unión;

2. Esta cooperación ha sido necesaria debido, en gran parte, a que la mayoría de los países de la Región 2 se hallan muy próximos unos de otros o separados por trayectos marítimos relativamente reducidos, y a que estos trayectos marítimos proporcionan una protección mucho menor contra la interferencia perjudicial que los trayectos terrestres de igual distancia;

3. En virtud de la cooperación de que se habla en el punto 1 precedente, no ha sido necesario en el pasado que ningún país de la Región 2 pidiera la inserción en el Cuadro de distribución de bandas de frecuencias de notas constitutivas de una excepción, para un país determinado, en la atribución internacional de una o más bandas de frecuencias determinadas;

4. La Delegación de Cuba en la presente Conferencia ha decidido disociar a su país de las decisiones adoptadas por las demás Delegaciones los países de la Región 2 en lo que respecta a ciertas disposiciones del Cuadro de distribución de bandas de frecuencias, tal y como ha sido modificado por esta Conferencia;

5. En vista de lo expuesto, las Delegaciones de los Territorios de los Estados Unidos de América y de los Estados Unidos de América no pueden aceptar, en nombre del Gobierno de los Estados Unidos de América, ninguna obligación derivada de las excepciones pedidas por Cuba en las notas al Cuadro de distribución de bandas de frecuencias adoptadas por la presente Conferencia en las que figure el nombre de Cuba.

REPÚBLICA DE INDONESIA

En opinión de la Delegación de la República de Indonesia en la Conferencia Administrativa Extraordinaria de Radiocomunicaciones encargada de atribuir bandas de frecuencias para las radiocomunicaciones espaciales, para tener derecho a participar en las Conferencias de la Unión Internacional de Telecomunicaciones es necesario que un país se adhiera previamente al Convenio Internacional de Telecomunicaciones. La Delegación indonesa se refiere a la representación de Malasia, caso sobre el cual la sola opinión que la Delegación indonesa puede tener es que debe ser considerado como un nuevo país constituido por la Federación Malasia, país Miembro de la Unión, y por Singapur-Borneo Septentrional Británico, país Miembro asociado al que se aplica el artículo 18 del Convenio. Como, hasta la sesión plenaria celebrada el 6 de noviembre de 1963, por esta Conferencia, la Administración indonesa no ha recibido del Secretario General ninguna notificación relativa a la adhesión del nuevo país antes mencionado, la Delegación de la República de Indonesia reserva el derecho de su Gobierno a no reconocer la representación de Malasia en la Conferencia Administrativa Extraordinaria de Radiocomunicaciones encargada de atribuir bandas de frecuencias para las radiocomunicaciones espaciales, toda vez que tal reconocimiento estaría en contradicción con lo dispuesto en el artículo 18 del Convenio.

MALASIA

La Delegación de Malasia no acepta la declaración de la Delegación de Indonesia en lo que respecta a Malasia. La Constitución original de la Federación de Malaya, en la que se previeron modificaciones, fue enmendada por una Ley del Parlamento malayo, promulgada antes del 16 de septiembre de 1963, Fiesta nacional malaya. En esa Ley se tuvo en cuenta la incorporación de Singapur, Sarawak y Sabah (Borneo del Norte) a la

ex Federación de Malaya, dando así lugar a la nueva denominación, esto es Malasia. Este Acuerdo ha sido posible gracias a otro concertado entre el Gobierno de S.M. Británica y el de la Federación de Malaya y, al obtenerse el Real consentimiento a esa Ley, S.M. Británica abandonó sus derechos de soberanía en lo que respecta a Singapur, Sarawak y Sabah.

En realidad, Malasia es la Federación de Malaya anterior al 16 de septiembre de 1963, pero con la adición de nuevos territorios. Este principio fue públicamente proclamado por el Ministro de Relaciones Exteriores de Malasia en un mensaje radiofónico pronunciado el 16 de septiembre pasado. No ha habido discontinuidad legal; Malaya y Malasia constituyen un todo.

Es indiscutible, por consiguiente, que la Federación de Malaya y Malasia constituyen un solo Estado; a este respecto, puede recordarse que, recientemente, Malasia fue elegida para formar parte del Consejo de Seguridad de las Naciones Unidas — alternativamente con Checoeslovaquia — sin que se discutiera en absoluto su denominación.

MÉXICO

Al firmar las Actas Finales de la Conferencia Administrativa Extraordinaria de Radiocomunicaciones, Ginebra, 1963, la Delegación de México expresa la intención de su Administración de ajustarse a las disposiciones que emanen del Reglamento de Radiocomunicaciones así revisado. Sin embargo, dicha Delegación declara que el Gobierno de México se reserva el derecho de adoptar las medidas que estime pertinentes para salvaguardar sus intereses, en el caso de que algún Miembro o Miembro asociado de la Unión no cumpla con las disposiciones de dicho Reglamento, o de que las reservas formuladas por otros países ocasionen perjuicios a sus servicios de telecomunicación.

PAKISTÁN

Aunque la Delegación de Pakistán está firmemente convencida de la conveniencia de una aplicación rápida de las decisiones de la Conferencia Administrativa Extraordinaria de Radiocomunicaciones, Ginebra, 1963, con miras a acelerar el desarrollo y establecimiento de las radiocomunicaciones espaciales en el mundo entero, no puede olvidar que las técnicas de radiocomunicación espacial se hallan aún en una fase de desarrollo y

experimentación. Las disposiciones relativas a los criterios de compartición y a las posibilidades de interferencia entre las radiocomunicaciones espaciales y los sistemas terrenales no se fundan en la experiencia de explotación de los sistemas espaciales y terrenales, problemas éstos que se encuentran todavía en estudio por parte del C.C.I.R., cuyas Recomendaciones actuales tienen sólo carácter provisional. No se ha establecido ningún criterio para la compartición de las bandas inferiores a 1 Gc/s. Siendo Pakistán un país nuevo y en vía de desarrollo dividido en dos partes, cuyas telecomunicaciones internas dependen del empleo de la radio, sus posibilidades de ajustarse, en estas circunstancias, a las disposiciones nuevas y a las modificadas del Reglamento de Radiocomunicaciones, acordadas en la presente Conferencia, dependerán de que sus servicios estén libres de toda interferencia que puedan causarles los servicios espaciales.

En consecuencia, la Delegación de Pakistán reserva para su país el derecho de adoptar, en última instancia, las medidas necesarias para satisfacer sus necesidades de telecomunicaciones. Al proceder así, sin embargo, Pakistán tratará de evitar producir interferencia perjudicial a los servicios de radiocomunicación de otras administraciones.

LA REPÚBLICA DEMOCRÁTICA Y POPULAR DE ARGELIA
KUWAIT, Y LA REPÚBLICA ÁRABE UNIDA

Considerando:

Que el eficaz cumplimiento de la Resolución de las Naciones Unidas relativa a la cooperación internacional en materia de utilización del espacio ultratmosférico con fines pacíficos (Resolución N.º 1721 (XVI)), debe basarse eventualmente en el establecimiento por los Miembros y Miembros asociados de la Unión de planes mundiales para todas las categorías de servicios espaciales, que prevean la participación equitativa en ese servicio de todos los países del mundo dentro del espíritu de la Resolución mencionada;

Considerando, además

1. Que no se ha establecido aún ningún plan mundial de esta clase que refleje las necesidades de todos los países del mundo en materia de servicios espaciales;

2. Que las bandas do frecuencias atribuidas a los servicios de telecomunicación por satélites, en el artículo 5 del Reglamento de Radiocomunicaciones revisado, se basan en deducciones puramente empíricas y no responden en absoluto a las necesidades verdaderas de todos los países;

3. *a)* Que las disposiciones que rigen la compartición de las frecuencias atribuidas en el Cuadro, entre los servicios de telecomunicación por satélites y los servicios terrenales, se funda en criterios provisionales, facilitados por el C.C.I.R.;

b) Que los mismos criterios provisionales de compartición relativos a los servicios de telecomunicación por satélites se han aplicado a otros servicios en los casos en que no se disponía de criterios específicos, con lo que resulta precaria la protección a los servicios terrenales contra la interferencia perjudicial;

c) Que el procedimiento de cálculo de las distancias de coordinación es provisional y no garantiza en absoluto un funcionamiento libre de interferencias de las telecomunicaciones por satélite;

4. Que el progreso técnico en lo que se refiere al desarrollo completo de las distintas categorías de servicios espaciales no está suficientemente adelantado;

5. Que, de momento, no es posible apreciar el aspecto económico del establecimiento y explotación de tales servicios, lo que resulta una gran desventaja para las naciones pequeñas;

6. Que, evidentemente, no pueden aún considerarse ni el coste ni los aspectos jurídicos ni de otro orden que regirán la utilización de tales sistemas,

Los países mencionados se reservan el derecho:

a) de tomar todas las medidas necesarias para proteger sus actuales servicios y los que tienen proyectados, sin prever limitación alguna de los equipos en uso actual o futuro en todas las bandas de frecuencias, y

b) de adoptar todas las medidas necesarias para preservar sus derechos relativos a la prioridad de inscripción de frecuencias después de que se ponga en vigor el Reglamento de Radiocomunicaciones revisado.

No obstante, los países que suscriben, contribuyen al progreso de la nueva técnica de telecomunicaciones espaciales, iniciado por los

países precursores, y aceptan las bandas de frecuencias atribuidas para la seguridad de la vida humana y los servicios de investigación espacial y de mateorología, en el plano mundial.

DINAMARCA, NORUEGA, SUECIA Y SUIZA

Al firmar las Actas finales de la Conferencia Administrativa Extraordinaria de Radiocomunicaciones, Ginebra, 1963, las Delegaciones de los países anteriormente mencionados declaran que, debido a que en las bandas de frecuencias 3 400 - 3 600 Mc/s y 5 725 - 5 850 Mc/s se ha establecido, se está introduciendo o se proyecta establecer el servicio de radiolocalización en tierra, mar y aire, de conformidad con el Cuadro de distribución de frecuencias del Reglamento de Radiocomunicaciones, Ginebra, 1959, las administraciones de los países anteriormente mencionados encuentran difícil proporcionar una protección general al servicio de telecomunicación por satélites de otros países, autorizado en esta banda en virtud de las nuevas disposiciones del Reglamento de Radiocomunicaciones, Ginebra, 1963. Sin embargo, las Administraciones de los países anteriormente mencionados están dispuestas a tomar todas las medidas posibles con objeto de coordinar ambos servicios, previo acuerdo con las Administraciones interesadas.

A D D É N D U M

AL PROTOCOLO ADICIONAL

ARGENTINA

La Delegación argentina declara que su país se reserva el derecho de adoptar las medidas necesarias en defensa de sus servicios de radiocomunicaciones, en el caso de que algún Miembro o Miembro asociado de la Unión no cumpla con las disposiciones del Reglamento de Radiocomunicaciones revisado en esta Conferencia, o si las reservas formuladas por dichos Miembros ocasionen perjuicios a sus servicios de telecomunicaciones.

CANADÁ

La Delegación canadiense hace constar su preocupación por la inclusión de notas en la Región 2 relativas a la utilización de frecuencias para fines espaciales. Estas notas rompen el estado de cosas establecido desde hace tiempo y al cual se han adherido todos los países de esta región, a veces a costa de sacrificios, como se ha visto, por ejemplo, en la presente Conferencia.

Canadá vería con gran inquietud que la explotación de las radiocomunicaciones en la Región 2 no se ajustara a la utilización racional y aprobada del espectro radioeléctrico.

Observamos que la República de Cuba se ha reservado completa libertad de acción para rechazar las disposiciones de las Actas finales de la Conferencia Administrativa Extraordinaria de Radiocomunicaciones que estime perjudiciales para los intereses de Cuba. Como hasta ahora todos los países de la Región 2 han demostrado su constante deseo de cooperar, esperamos que esta reserva de Cuba no implique intención alguna de no cooperar plenamente con los demás Miembros de la Región en la utilización racional del espectro.

En estas circunstancias, Canadá no puede hacer más que adherirse al protocolo sometido por Estados Unidos de América y por los Territorios de Estados Unidos de América en lo que se refiere a las notas solicitadas por Cuba que puedan ser objeto, ahora o en lo futuro, de objeciones del Canadá. Queda entendido que las mismas reservas se aplican al Protocolo final sometido por la República de Cuba.

REPÚBLICA DE COLOMBIA

La República de Colombia se reserva el derecho de tomar todas las medidas necesarias con el fin de salvaguardar sus servicios que operan de acuerdo con las disposiciones del Reglamento de Radiocomunicaciones en caso de que estos servicios sean afectados por los de otros países que operen en contraposición a dicho reglamento y, en particular, en lo que se refiere al Cuadro de distribución de bandas de frecuencias.

Igualmente, la República de Colombia adoptará el mismo criterio cuando de la aplicación del Reglamento de Radiocomunicaciones resulten afectados los derechos reconocidos por el Convenio.

REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE

La Delegación del Reino Unido de Gran Bretaña e Irlanda del Norte declara:

Que no puede aceptar la declaración de la Delegación argentina contenida en su declaración, en cuanto esta declaración pone en entredicho la soberanía del Gobierno de Su Majestad del Reino Unido sobre las Islas Falkland y sus Dependencias, y desea reservar los derechos del Gobierno de Su Majestad sobre esta cuestión. Las Islas Falkland y sus Dependencias son y seguirán siendo parte integrante de los territorios del Miembro conocido como Colonias, Protectorados, Territorios de Ultramar y Territorios bajo mandato o tutela del Reino Unido de Gran Bretaña e Irlanda del Norte, en nombre del cual el Reino Unido de Gran Bretaña e Irlanda del Norte se adhirió al Convenio Internacional de Telecomunicaciones (Buenos Aires, 1952) el 16 de noviembre de 1953 y que se denomina en el Convenio Internacional de Telecomunicaciones (Ginebra, 1959) "Territorios de Ultramar cuyas relaciones internacionales corren a cargo del Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte".

Se ha tomado nota de la declaración del Delegado de la República Argentina de que "la no mención de otros territorios no deberá interpretarse como un renunciamiento a la soberanía que la República Argentina tiene sobre ellos". En la medida en que esta declaración pueda referirse al Territorio británico del Antártico, el Gobierno de Su Majestad del Reino Unido de Gran Bretaña e Irlanda del Norte no tiene la menor duda en cuanto a su soberanía sobre el Territorio británico del Antártico, y señala a la atención del Gobierno argentino el Artículo IV del Tratado del Antártico, del que son parte el Gobierno argentino y el Gobierno del Reino Unido.

(Siguen las firmas)

(Las firmas que siguen después del Protocolo Adicional son las mismas que las que figuran en las págs. 03-24 del presente volumen)

PA - ADD - 02

AND WHEREAS the Senate of the United States of America by their resolution of February 25, 1964, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said partial revision and additional protocol;

AND WHEREAS the aforesaid partial revision and additional protocol were duly ratified by the President of the United States of America on March 16, 1964, and the instrument of ratification of the United States of America was deposited with the Secretary General of the International Telecommunication Union on April 3, 1964;

AND WHEREAS it is provided in the aforesaid partial revision that the revised provisions of the Radio Regulations, Geneva, 1959, shall form an integral part of the Radio Regulations, which are annexed to the International Telecommunication Convention, and shall come into force on January 1, 1965;

NOW, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the aforesaid partial revision of the Radio Regulations, Geneva, 1959, with annexes, and additional protocol, to the end that the same and every article and clause thereof may be observed and fulfilled in good faith on and after January 1, 1965 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 seventh day of July in the year of our Lord one thousand nine hundred sixty-four
[SEAL] and of the Independence of the United States of America the one hundred eighty-ninth.

LYNDON B. JOHNSON

By the President:
GEORGE W. BALL
Acting Secretary of State

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